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CITY COUNCIL

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

**PINOLE CITY COUNCIL
MEETING AGENDA**

**TUESDAY
July 19, 2022
6:00 P.M**

Please note: HYBRID MEETING FORMAT

**Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR**

Attend VIA ZOOM TELECONFERENCE – Details provided below

Please note: Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

How to Submit Public Comments:

In Person: Attend meeting at the Pinole City Council Chambers, fill out a yellow public comment card and submit it to the City Clerk.

Via Zoom:

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 (subject to modification by the Mayor)
- 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 and press *6 to unmute. **To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.**

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.

Please note: Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

OTHER 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 Bell at (510) 724-8928 or hbell@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 hbell@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 LEGAL COUNSEL-EXISTING LITIGATION

Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9:

City of Long Beach v. Monsanto Company et al., United States District Court, Central District of California, Case 2:16-cv-03493-FMO-AS (class action)

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Murray, City Attorney Casher, Human Services Director Shell

Employee organization: All groups

Unrepresented employee: All employees

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. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

- E. City Manager Report / Department Staff
- F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY ANNOUNCEMENTS

A. Proclamations

None

B. Presentations

None

9. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine or 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 July 5, 2022 Regular Meeting
- B. Receive the July 2, 2022 -July 15, 2022 List of Warrants in the Amount of \$1,804,796.81 and the July 8, 2022 Payroll in the Amount of \$498,245.31
- C. Approve a Second 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 Norther Santa Fe Railroad (CIP Project #RO1710) [Action: Adopt Resolution per Staff Recommendation (Kaur)]
- D. Approve An Amendment to the Consulting Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for Preliminary Engineering Services and Design Services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by \$35,000 [Action: Adopt Resolution per Staff Recommendation (Kaur)]
- E. Placement of Liens for Delinquent Unpaid Waste Collection Charges Falling Delinquent Between January and April 2022, Considered at an Administrative Hearing on June 2, 2022 [Action: Adopt Resolution per Staff Recommendation (Bell)]
- F. Adopt a Resolution Approving a Memorandum of Understanding Between the City of Pinole and Pinole Police Employees' Association for the Period of July 1, 2022 – June 30, 2023 [Action: Adopt Resolution per Staff Recommendation (Shell)]
- G. A Resolution of the City Council of the City of Pinole Approving a Purchase and Sale Agreement by and Between the City of Pinole and LDW Investment Group, LLC for the Sale of Property Located at 612 Tennent Ave (APN: 401-142-011) and Authorizing the City Manager to Execute the Purchase and Sale Agreement and an Affordable Housing Regulatory Agreement in Such Form as Approved by

the City Attorney and the City Manager [Action: Adopt Resolution per Staff Recommendation (Mishra)]

- H. Adopt a Resolution to Accept the San Pablo Avenue Rehabilitation Project as Complete and to Approve the Filing of a Notice of Completion [Action: Adopt Resolution per Staff Recommendation (Kaur)]

10. 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. Pinole Square Permit Extension (aka Appian 80) Shopping Center [Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Hanham)]

11. OLD BUSINESS

None

12. NEW BUSINESS

- A. Update on the City's Use of Funds in the Section 115 Trust Fund [Action: Receive Report (Guillory)]

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6

Citizens may speak under any item not listed on the Agenda. *The time limit is 3 minutes for City Council items 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 meeting.*

14. ADJOURNMENT to the Regular City Council Meeting of August 2, 2022 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: July 14, 2022 at 2:00 P.M.

Heather Bell, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
July 5, 2022**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Salimi called the Regular Meeting of the City Council to order at 6:01 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

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. Code § 87105.

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Neil Gang, Acting City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Chris Wynkoop, Fire Chief
Sanjay Mishra, Public Works Director
Markisha Guillory, Finance Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on Thursday, June 30, 2022 at 4:00 p.m. with all legally required written notices. No written comments had been received in advance of the meeting.

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

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 LEGAL COUNSEL – EXISTING LITIGATION

Gov. Code § 54956.9 (d)(1)

Name of Case: City of Pinole et al v. PG&E

PUBLIC COMMENTS OPENED

Deputy City Clerk Roxane Stone reported there were no public comments.

PUBLIC COMMENTS CLOSED

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

At 6:56 p.m., Mayor Salimi reconvened the meeting into open session and announced there was no reportable action from the 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

Maria Alegria, Pinole, referenced the action the City Council had taken on June 7, 2022 to include the Faria House in the Capital Improvement Program (CIP) for Fiscal Year 2022/23. She thanked the Mayor Pro Tem and Council member Tave for voting to oppose the expenditure of \$420,000 for the Faria House and \$65,000 for the pocket parks on Galbreth Road, which expenditures were close to a million dollars in Measure S 2014 funds and which did not meet the description in the CIP for this category nor did it meet the intent of Measure S 2014 funds. She reminded the City Council that Measure S had barely been approved by the voters in 2014, but the tax was being used as a slush fund for pet projects. The language in the measure clearly stated the local sales tax was to maintain essential police and fire services, prevent the reduction of maintenance of City parks and streets and prevent the reduction of youth, family and senior recreational services. She questioned whether the two projects qualified as important infrastructure projects while City parks and streets lacked maintenance and youth and senior programs needed funding.

Ms. Alegria also disagreed with the City Attorney's opinion that the Mayor did not have a conflict of interest with the Faria House renovations in that any public money spent to renovate the Faria House would increase the value of City-owned property and adjacent properties in the area. She stated the public needed answers as to why the Mayor had recused himself on similar decisions in downtown Pinole, such as for the Historical Overlay District and sale of redevelopment properties. She asked why the Mayor's yes vote to spend \$420,000 for the Faria House renovations was any different.

Mayor Salimi asked the City Attorney to contact Ms. Alegria with a response to her comments on the use of Measure S funds and whether or not he had a conflict of interest.

Rafael Menis, Pinole, suggested it was reasonable the expenditures for the pocket park on Galbreth Road could be classified as maintenance for a park since the benches had been poorly maintained and the intent was to bring them to appropriate standards. On another matter, he reported the City of Pinole's rate of new COVID-19 cases was the second highest in Contra Costa County and he continued to encourage everyone to mask indoors, particularly in crowded areas. In addition, he spoke to the historical legacies attached to the Fourth of July holiday and the importance of the holiday to all Americans.

Bob Kopp, Pinole, reported on the success of the Pinole Car Show and advised the proceeds from the event would be dispersed between the Pinole Senior Center, PCTV, Pinole Swim Center, Pinole-Hercules Little League and aid to a local veteran in the Pinole-Hercules area, with Home Depot to match the amount of aid provided. The Pinole Car Show was again scheduled for June 25, 2023. He thanked the Chief of Police for having a Lieutenant work with organizers and he hoped that same person would be able to work with organizers in 2023. He also reported he had presented a plaque to the Head of Maintenance and had plaques for the City Council, Police and Fire Chiefs. He hoped the City Council would be able to fund the Car Show in future years and he thanked the City for its support along with the volunteers who worked hard to bring the event to Pinole.

Debbie Long, Pinole, reported she had learned the Mayor Pro Tem had been posting on his Facebook page during the June 21 City Council meeting. She questioned how attentive he was to others and questioned the use of his electronic devices. The Mayor Pro Tem also had a campaign sign prominently displayed during a recent City Council Zoom meeting. She understood the City Council had been informed their electronic devices could be used for public records requests and she found one of the problems with Zoom over the past two years was that it relaxed those types of rules since they were not monitored. She asked the City Attorney to review this matter with all City Council members and if necessary add this topic to the City Council's Ethics Policy. She otherwise congratulated Mr. Kopp on the success of the Car Show.

Mayor Salimi asked the City Attorney to follow-up on the items referenced.

Peter Murray, Pinole, referenced the June 21, 2022 City Council discussion on the 115 Trust, which Trust had been established to carry the City through the next 15-years with the undulations of the state's inability to control the California Public Employees' Retirement System (CalPERS) debts and to protect the City and its finances. There had been a great deal of effort to establish the Trust and to see it used for something else was disheartening. He also found the Fourth of July fireworks celebration to be well done.

Mayor Salimi reported the Finance Director would be providing a memorandum to the City Council on the 115 Trust and there would be a specific conversation on that topic soon.

Tony Vossbrink, Pinole, commended the success of the Car Show but suggested the fireworks display had been a disappointment since it had not come as advertised, there had been a traffic jam to reach the area, no clear information where the fireworks would be displayed had been provided to the public and many people had left the area given limited visibility once the fireworks show had started.

Mr. Vossbrink was disappointed the City had budgeted funds for the event when the fireworks were not clearly visible to all. He asked that the City Council conduct a full review of the costs of the event including overtime and what the City of Hercules had paid to share the event. He suggested the City not share the event in the future with Hercules and hold its own fireworks display. He also suggested the Pinole-Hercules Wastewater Treatment Plant should be used as a testing site for the COVID-19 and Monkey pox viruses.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Salimi wished everyone a Happy Independence Day and congratulated Mr. Kopp for the successful Car Show. He asked the Acting City Manager to report out on the recent passing of Nick Norton.

Acting City Manager Neil Gang reported that Nick Norton, one of the original Pinole Police Department Posse Members, had recently passed away. He commended his passion for helping the community, stated he would be missed by all, and reported that a memorial service would be planned soon with details to be provided to the City Council when available.

The City Council held a *Moment of Silence for Nick Norton* at this time.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Martinez-Rubin reported she had attended a WestCAT special meeting and West Contra Costa Transportation Advisory Committee (WCCTAC) meeting, and briefed the Council on the discussions and actions taken. She encouraged everyone to remain safe and continue masking in public and closed spaces.

Mayor Pro Tem Murphy also encouraged everyone to stay healthy, safe and continue to mask. As a member of the Marin Clean Energy (MCE) Executive and Technical Committees he highlighted the Electric Vehicle (EV) Energy Partnership and sync application, with more information on the MCE website. The MCE Technical Committee would next meet on July 7, 2022 at 8:30 a.m., which meeting was open to the public. He thanked the City's Recreation Department for all of the community events and Police, Fire and City Department staff for coming together.

Council member Toms reported she had also attended the WestCAT special meeting and a subcommittee meeting for the Regional Wildfire Prevention Coordination Group, and briefed the Council on all discussions. She added the state had not yet published the new fire codes but once that happened the County Fire Chiefs Association would be preparing a Model Fire Code in the hopes each jurisdiction would adopt the same model code. It was expected after Labor Day that some elected officials would be invited to informational Zoom meetings to review those fire codes prior to presentation to the jurisdictions for adoption.

D. Council Requests for Future Agenda Items

Council member Toms asked that a report from the accounting firm that did the work on the 115 Trust identify how long the Trust was expected to last, be placed on a future agenda along with the memorandum staff planned to provide on the details of the 115 Trust. Consensus given.

Mayor Salimi requested a future agenda item for a proclamation for Bastille Day, which he hoped to present at an upcoming dinner. Consensus given.

Mayor Salimi requested a future agenda item to receive an update on Hero Pay and whether American Rescue Plan Act (ARPA) funds could be used since he had been unable to attend a Closed Session item on that topic.

City Attorney Eric Casher reported a Closed Session memorandum had been prepared in advance of that session and the Mayor could be provided a copy along with a privileged summary of what had been discussed. He added that if the Mayor wanted to have a discussion with other Council members that would have to be in a Closed Session.

Mayor Salimi stated his comments would be brief and could be considered as part of another Closed Session item and City Attorney Casher suggested if that was the direction of the City Council that would be fine. Consensus given.

D. City Manager Report / Department Staff

Acting City Manager Gang further reported on the success of the Car Show and expressed his appreciation to Mr. Kopp and all volunteers and staff involved in the planning and execution of the event. He also reported a debrief of the Fourth of July fireworks celebration would be conducted in the next week to identify any growth and development opportunities and would include consideration of feedback from the community.

Acting City Manager Gang expressed his appreciation for the opportunity to serve the City Council and the community as the Acting City Manager for a brief period of time, and with the City's support team would respond to questions.

Mayor Salimi welcomed Mr. Gang as the Acting City Manager.

F. City Attorney Report

City Attorney Casher reported there would be two Special City Council meetings; one on July 12, 2022 to discuss the Draft Charter City Measure and a Joint Meeting with the Planning Commission on July 13, 2022 to discuss the General Plan Update, Housing, Safety, and Environmental Justice Elements of the General Plan.

Mayor Salimi asked that the memorandum staff proposed to provide on the 115 Trust be provided to the City Council in a timely manner to allow the Council to have all information on the City's finances before a decision was made on the Draft Charter City.

PUBLIC COMMENTS OPENED

Deputy City Clerk Stone reported there were no public comments.

PUBLIC COMMENTS CLOSED

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY ANNOUNCEMENTS

- A. Proclamations: None
- B. Presentations / Recognitions: None

9. 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 June 21, 2022 Regular Meeting.
- B. Receive the June 17, 2022 – July 1, 2022 List of Warrants in the Amount of \$985,966.59 and the June 24, 2022 Payroll in the Amount of \$483,801.44
- C. Resolution Continuing Authorized Remote Teleconference Meetings Pursuant to AB 361 **[Action: Adopt Resolution per Staff Recommendation (Casher)]**
- D. Adopt a Resolution Approving a Revised Compensation and Benefits Plan for Management and Confidential Employees **[Action: Adopt Resolution per Staff Recommendation (Shell)]**
- E. Adopt a Resolution Approving Side Letter Agreements to the Memorandums of Understanding (MOU) Between the City and AFSME Local 1 and Local 512 to Amend Article II – Recognition and Attachment A – Salary Schedule **[Action: Adopt Resolution per Staff Recommendation (Shell)]**
- F. Ordinance Amending Chapter 12.04 “Street Excavations” of the City of Pinole Municipal Code and Adding Permitting Procedures, Insurance Requirements, Construction Standards and Pavement Restoration Guide for Encroachments into Public Right-of-Way **[Action: Adopt Resolution per Staff Recommendation (Casher)]**
- G. Resolution Approving an Amendment to the On-Call Contract with 4Leaf, Inc. to Add a Task Order and Increase the Budget for Building Inspector and Building Official Services by \$108,855 **[Action: Adopt Resolution per Staff Recommendation (Whalen)]**

PUBLIC COMMENTS OPENED

Deputy City Clerk Stone reported there were no public comments.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Toms/Martinez-Rubin to approve Consent Calendar Items 9A through 9G, as shown.

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

Mayor Salimi declared a recess at 7:40 p.m. The City Council meeting reconvened at 7:45 p.m. with all Council members present in-person or via Zoom.

10. PUBLIC HEARINGS

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

- A. Conduct Public Hearing and Adopt a Resolution Confirming the Assessments and Ordering the Levy for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2022/2023 **[Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Mishra)]**

Public Works Director Sanjay Mishra provided a PowerPoint presentation of the Pinole Valley Road Landscape and Lighting Assessment District for FY 2022/23, which had previously been presented to the City Council on June 21, 2022, with the Engineer's Report and assessments. He asked the City Council to conduct a public hearing concerning the levy and collection of assessments within the Pinole Valley Road Landscape and Lighting Assessment District; consider any and all objections to the assessments; and adopt a resolution confirming the assessment and diagram as described in the Annual Assessment Report, levying an assessment for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and ordering the City Engineer to prepare and submit the assessments to the Contra Costa County Assessor's office for placement onto the Fiscal Year 2022/2023 secured property tax roll.

PUBLIC HEARING OPENED

Maria Alegria, Pinole, asked the feasibility of incorporating EV charging stations in the Pinole Valley Road Landscape and Lighting Assessment District, which would benefit the District.

Public Works Director Mishra explained that the Pinole Valley Road Landscape and Lighting Assessment District was not really set up for EV charging stations and the City would have to go back to the property owner to figure that out, although the City was considering the installation of EV charging stations at various locations throughout Pinole via grant opportunities.

Rafael Menis, Pinole, understood the allowable increase in the levy was either two percent or the April Consumer Price Index (CPI) if the April CPI was greater; however, for Zones A and B and in Fiscal Year 2021/2022, the CPI was 3.8 percent but the increase that had been implemented was only two percent for both zones. He asked for clarification from staff.

Public Works Director Mishra was uncertain why the increase for 2021/2022 had only been two percent since he had not been employed with the City at that time. The current CPI for April 2022 was at five percent, which had been applied to this year's increase.

Peter Murray, Pinole, referenced the median between DaVita Dialysis and the bowling alley and commented that when the DaVita Dialysis clinic had been built and when the infrastructure had been installed for the electrical, the work had gone through the median which had been destroyed. The developer should have been held financially responsible for its repair. Also, DaVita Dialysis was to have planted a number of trees along the creek on Sprouts property, which had also not been done. He suggested the developer should be held accountable, otherwise the funds from the Pinole Valley Road Landscape and Lighting Assessment District would be used. He asked staff to look into that situation.

Mayor Salimi asked the Acting City Manager and Public Works Director to follow up on the situation about the median and the planting of trees with a status report provided to the City Council within the next six weeks.

Acting City Manager Gang confirmed staff would report back with additional information.

Tony Vossbrink, Pinole, asked the City Council to take a serious look at the Pinole Valley Road entrance to the City and do a better job with the landscaping in the median strips on both sides of the I-80 overpass, which plant material was in need of maintenance or replacement. As to the light poles up and down Pinole Valley Road, there had been an agreement between a previous City Council, the Public Works Department and Pinole Valley High School related to the build out of the high school and the reevaluation of the number of traffic light signals along Pinole Valley Road. He suggested there were too many stop lights along that route, queuing needed to be reevaluated and the number of stop lights increased carbon emissions impacts. He also questioned the fact the current Public Works Director was considering less expensive options to replace some of the lights poles that had been knocked down and expressed concern with the potential for a mish-mash of cheap solutions.

Mayor Salimi asked staff to contact Caltrans to clean up the right-of-way. He understood there had been a prior presentation to the City Council related to the reason for the number of traffic signals, which was public information and which could be made available to the public. Also there were a number of studies prepared that justified the number of traffic signals that could also be made available to the public for informational purposes.

PUBLIC HEARING CLOSED

In response to Council member Tave, Public Works Director Mishra clarified the CPI, as dictated by the U.S. Department of Labor Bureau of Labor Statistics, had been detailed in the staff report, was updated each month and the City followed the CPI when imposing the levy for the Pinole Valley Road Landscape and Lighting Assessment District.

Council member Martinez-Rubin thanked the Public Works Director for his comprehensive responses. She understood there was a cap on the levy and businesses were aware over time there could be an increase in the levy for the Pinole Valley Road Landscape and Lighting Assessment District.

Mayor Pro Tem Murphy thanked the Public Works Director for his informative presentation.

Mayor Salimi also thanked the Public Works Director for his presentation.

ACTION: Motion by Council member Toms/Mayor Pro Tem Murphy to adopt a resolution confirming the assessment and diagram as described in the Annual Assessment Report, levying an assessment for the fiscal year commencing July 1, 2022 and ending June 30, 2023, and ordering the City Engineer to prepare and submit the assessments to the Contra Costa County Assessor's office for placement onto the Fiscal Year 2022/2023 secured property tax roll.

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

11. OLD BUSINESS

A. Update on Proposed CONFIRE Service Contract with Station 74 Reopening [Action: Receive Report (Wynkoop)]

Fire Chief Chris Wynkoop provided a PowerPoint presentation on "Update on Proposed CONFIRE Service Contract with Station 74 Reopening," which included an overview of the background and passage of Measure X and the County Fire Chiefs collective proposal to utilize Measure X funds to enhance fire service countywide, reopen shuttered fire stations throughout the County under the Superintendence of the Contra Costa County Fire Protection District (ConFire), and where the County Board of Supervisors (BOS) had approved \$2 million of Measure X funds toward the reopening of Pinole's Fire Station 74 as part of that effort.

Fire Chief Wynkoop highlighted the options for service which had been evaluated including annexation into ConFire and contract for service, and clarified that the City of Pinole's property tax that would go to ConFire in annexation would not sustain the cost of fire service for one station much less two, and given Pinole's annual property tax revenue was less than the current Fire Department budget the City of Pinole was not a candidate for annexation. He clarified that a contract for service whereby the City of Pinole would contribute an amount similar to its allocated fire budget combined with the \$2 million Measure X allocation would enable both Station 73 and Station 74 to be fully staffed and operational under ConFire's superintendence. With the City Council's approval, the City had initiated discussions with ConFire regarding a contract for service.

Fire Chief Wynkoop identified the contract negotiation team which included numerous members of City staff, County ConFire Fire Chief and Senior Deputy County Administrator.

Pursuant to the Local Agency Formation Commission (LAFCO) requirements, Fire Chief Wynkoop explained that an independent municipal financial analyst, The Stone Municipal Group, had been retained to oversee the financial team meetings and provide a fiscal analysis of the proposed contract. He reported the contract negotiation team had met to discuss the deal points of a proposed contract as well as the financial team comprised of the City's Finance Director, County Financial Director, Senior Deputy County Administrator, Fire Chiefs of the respective agencies and The Stone Municipal Group.

Fire Chief Wynkoop reported that the information requested by the financial analysts included five-year revenues and expenditures and budget to actuals, capital improvements – vehicle and apparatus replacements, employee pay steps and leave accruals, information on pension liability, and a service plan. He also provided a spreadsheet to highlight the level of detail being considered for the proposed contract and reported that the same information had been provided at a recent Pinole for Fair Government meeting. He emphasized the right people were asking and answering the right questions to the level of detail needed to come to an informed evaluation, and to ensure if the City Council agreed to move forward with this plan it would have every confidence they were moving the City to the best fire arrangement that could be attained.

Fire Chief Wynkoop further reported they were on track to meet the original estimated timelines. Once the tentative contract terms had been agreed upon, the independent fiscal analysis, service plan, and letter of agreement from the labor group and resolution of Council support, would be required to be submitted with the contract to LAFCO for approval. The anticipated timeline for completion of the contract and LAFCO submission was fall 2022 with an estimated implementation to include the reopening of Station 74 in late winter/early spring of 2023.

PUBLIC COMMENTS OPENED

Debbie Long, Pinole, asked whether all costs associated with both fire stations would cover the City's current budget and the \$2 million in Measure X funds. She suggested it was unfair for the public not to see the costs and the deal points of the contract in order to provide feedback. The spreadsheet the Fire Chief had provided as part of the PowerPoint presentation on Zoom was not clearly visible nor had it been included in the staff report, making it difficult for the public to read the information and provide comment. She understood The Stone Municipal Group had shared a document with the City's Finance Director and at this time made a Public Records Act request to obtain a copy of that document or at the very least the spreadsheet provided by the Finance Director, to also be provided to the public. She also wanted to see the county provide a Cost of Living Adjustment (COLA) to the \$2 million in Measure X funds each year, which should be part of any contract. In addition, she sought more information on the impacts to all parties in the event the City was unable to afford to continue the contract and requested all information be provided to allow public feedback before the City Council received a final document for action.

Fire Chief Wynkoop clarified the monies and costs being retained by the City versus the costs transferred over to ConFire were being negotiated as part of the contract group discussions, and the questions raised by Ms. Long were the types of questions the contract group had discussed and would be itemized and answered as part of the draft contract. As to whether or not the public would have an opportunity to provide feedback on the contract he would defer to the City Manager and City Attorney.

City Attorney Casher explained that the contract would be brought forward for public review prior to a final decision by the City Council.

City Clerk Bell acknowledged the Public Records Act request made by Ms. Long and stated she would follow-up on that request.

Fire Chief Wynkoop also reported The Stone Municipal Group would prepare a Final Financial Report and was still working on that document.

Mayor Salimi asked that the spreadsheet as part of the PowerPoint presentation be included in the meeting minutes for public review.

Fire Chief Wynkoop further clarified in response to the Mayor that the cost of the contract would go up year after year as would any budget. Also, Measure X would have a year-after-year cost escalator that had not yet been determined, which was one of the issues the contract group was working on to get answers prior to a finalized document. In addition, he confirmed there would be an opt-out option built into the contract.

City Attorney Casher advised that all contracts had a term, they were exploring what would happen at the end of the contract, how to transition back to the status quo, and what needed to be built into the contract to account for that with all details still being negotiated.

Tony Vossbrink, Pinole, asked of the actual hard date opening for Fire Station 74 at full staffing levels given a prior presentation from Supervisor John Gioia and the County Fire Chiefs who had informed the public it would be either in June or July 2022 or 2023, and he assumed that depended on the recruitment numbers. If the reopening of the fire station was delayed due to staffing or other issues it could cost the City money.

Fire Chief Wynkoop reiterated the timeframe included the contract signature in fall 2022 and reopening Fire Station 74 in late winter or early spring 2023. He could not comment on anyone else's comments as part of any other presentation. He explained that ConFire had an academy that would complete its training around October or sometime after the first of the year, with staffing playing into the timeline. Part of the issue was there would be five fire stations opening throughout Contra Costa County and Pinole wanted assurance there would be sufficient recruits to provide appropriate staffing. The implementation of the timeline for reopening Fire Station 74 would also be identified in the contract and there would be a more precise date for the timeline identified in spring 2023. If the reopening of Fire Station 74 was delayed that would be something for the legal teams to discuss.

City Attorney Casher stated he could not provide an answer on what would happen if the reopening of Fire Station 74 was delayed at this time but would look into it and provide a response to the City Council.

Cordell Hindler, Richmond, suggested before the City Council approved any contract the spreadsheet that had been presented as part of the PowerPoint presentation should be provided to the public to allow feedback. He too questioned potential impacts to Pinole if the reopening of Fire Station 74 was delayed.

Peter Murray, Pinole, agreed with the comments about opening the contract up to the public, most of whom may not be aware of the details. He too wanted more information on an exit strategy and suggested it should consist of the cost of personnel and equipment in any case and at any point in time. He pointed out a study conducted three years ago, which had been shelved and which had not been accepted by the involved parties, had addressed disinformation. He suggested all information should be vetted with the public. While the reopening of Fire Station 74 would help Pinole, everyone should play a part in the cost and Pinole citizens should not be left to pay the bill if something were to go array.

Fire Chief Wynkoop reiterated an exit strategy would be part of the contract. The August 16, 2022 City Council meeting had been targeted for the County Fire Chiefs to be present and the City Council to have an opportunity to review the draft contract.

Vincent Wells, President Local 1230, representing Pinole Firefighters and others within the County, reported that Pinole Firefighters supported the plan but realized the details needed to be worked out. As had been explained in the presentation, he understood the right people were having those conversations. He was pleased with the opportunity to expand services to the community above and beyond adding an additional fire station but including other services that could be provided by ConFire. The proposal would also allow access to Measure X funds which would allow for the reopening of Fire Station 74 in the Pinole Valley. He detailed the background of Measure X and the BOS decisions related to the allocation of Measure X funds and the efforts of the Measure X Advisory Board. He added that labor must also approve the contract.

Mayor Salimi thanked Mr. Wells for all of his great work for the Pinole community.

Irma Ruport, Pinole, thanked the Fire Chief and Pinole firefighters for their hard work. She asked that Supervisor Gioia's video presentation on Measure X funds and the reopening of Fire Station 74 be posted on PCTV, the presentation from the Fire Chief also be posted to inform the public on this topic, and that a sign be placed in front of Fire Station 74 to advise that the station would be reopened. She added that the proposed service contract should include information on bringing fire stations back rather than closing them in the future.

Acting City Manager Gang reported that when City Manager Murray returned they could have a conversation with the Fire Chief about possible signage in front of Fire Station 74.

City Attorney Casher stated that staff would look into whether Supervisor Gioia's video presentation could be posted on PCTV.

Maria Alegria, Pinole, thanked the citizens of Pinole and Contra Costa County for their support of Measure X. As an elected delegate representing the Democratic Party Supervisorial District 1, and as the former Chair of the Democratic Party, she thanked Council member Tave for his leadership in asking the Democratic Party to support Measure X and the Contra Costa County Fire Chiefs proposal to reopen Fire Station 74, noting that five fire stations would be opened in Contra Costa County. As a resident of the valley whose property abutted hills and open space, she wanted to see Fire Station 74 be opened sooner rather than later, particularly since the Governor was pushing for aggressive water conservation due to the drought. She had done her due diligence to maintain defensible space as part of the Wildland Urban Interface (WUI), and encouraged the Pinole City Council to continue its efforts to negotiate with ConFire to allow the reopening of Fire Station 74.

Rafael Menis, Pinole, also thanked the voters of Contra Costa County for supporting Measure X and for making it possible to reopen Fire Station 74. As to the PowerPoint presentation, until such time as the City was able to upgrade its broadcast equipment in the Council Chambers, he suggested staff review any information to be presented to the public to ensure it was clearly visible but he understood the presentation would be uploaded on the City website. He also wanted more detail on the questions raised by the public. In terms of the timelines and questions about whether or not there would be public input on the details of the contract, he understood additional meetings would be held to offer an opportunity for meaningful input.

PUBLIC COMMENTS CLOSED

In response to Council member Martinez-Rubin, Fire Chief Wynkoop explained that an integrated agreement with ConFire would be considered. Under the agreement, the fire service would be provided under the auspices of ConFire. Fire Station 74 would be staffed by ConFire employees and Pinole Fire Department employees would become ConFire employees. The service plan would be included in the contract for City Council review and would essentially result in doubling every resource in Pinole, all of which would be detailed in the service plan.

Mayor Pro Tem Murphy clarified with Fire Chief Wynkoop the role of LAFCO in that the service contract was required to be approved by LAFCO since the agency had new requirements for the approval of contracts. It was anticipated the LAFCO process could take anywhere from 30 to 60-days, which was driving many of the timelines. Public participation at LAFCO meetings would have to be verified.

City Attorney Casher explained that when LAFCO considered Pinole's service contract, the meeting would be open to the public. He added that LAFCO was responsible for reorganization of governments, which was why the service contract must go before LAFCO for approval pursuant to Government Code.

Mayor Pro Tem Murphy recommended a Gann Chart or list of terms be provided on the Fire Department page of the City's website to educate the public and suggested the use of key domains would be helpful for public communication and engagement. He also suggested tenant and service groups should be included and engaged in updates on the timelines whether at LAFCO or City Council meetings. He valued small room conversations to allow people to understand the topic and suggested spending time with the Fire Chief should be part of any community engagement. He also thanked County residents for their support of Measure X and understood the questions surrounding the assumption the \$2 million in Measure X funds combined with the City's budget and the escalator on Measure X funds, when declared, would be sufficient to accomplish the goal.

Mayor Pro Tem Murphy suggested as a contingency plan and as the City was growing and scaling its fire safety program, there also be consideration of opportunities with the National Volunteer Council or the U.S. Fire Service. He expressed concern with the challenges of competing priorities in terms of Measure X funds in the future and he would hate to see that future funding be threatened by other priorities. He urged the City Manager and Fire Chief to create opportunities for program assistance and grant opportunities.

Fire Chief Wynkoop clarified in response to the Mayor Pro Tem that he had done a recent walking tour of Fire Station 74.

Fire Chief Wynkoop clarified that the building had not been occupied by full fire staff for some time, some upgrades were needed in terms of paint, carpets and some appliances but all in all it was a fairly new building with no structural issues that had to be addressed. He added the current budget included \$50,000 to allow fire crews to operate efficiently and effectively out of the building. He was uncertain whether Fire Station 74 had been included as part of the City's Energy Audit and would check with the Public Works Department.

Council member Tave thanked the citizens and the County for supporting Measure X and Fire Chief Wynkoop for his leadership. He also thanked the community for its feedback and highlighted all of the work to reach this point. He encouraged everyone to let the professionals work on the contract and once the City Council had received the draft it could dive into the details. He was anxious to see the numbers and have that discussion at a later date. He agreed the public should have a better understanding of the timelines with all information to be made available to the public for discussion. He suggested this extra step would add synergy to the region and he looked forward to moving forward.

Council member Toms thanked staff and Fire Chief Wynkoop for all the hard work and for bringing forward the update to the service contract. She clarified with the Fire Chief that the City of Pinole Fire Department was the primary responding agency for Tara Hills and Bayview - Montalvin Manor and asked that the contract group be informed that those communities were being taxed by ConFire but were being served by Pinole, and The Stone Municipal Group should quantify that tax so the City of Pinole received credit in its financial report.

Council member Toms also spoke to the contract terms and budget and wanted more information as to how far in advance the budget numbers would be known as to whether the escalation amount to be borne by the City would be the same amount provided by Measure X. This information would be important in a worst-case scenario if the City were to opt-out since it would cost the City to rebuild.

Council member Toms also expressed interest in the \$15 million tax revenue brought in by the East Contra Costa Fire Protection District and what population that represented. In the interim period, she suggested that the option for annexation should be on the table, which discussion may help inform the City Council. She otherwise reported that LAFCO met on the second Wednesday of each month and she planned to review the reports for the annexation of East County to educate herself. She encouraged the members of the City Council and the public to do the same to inform the future discussion of the City Council in August. In addition, she reported the ConFire Board of Directors met monthly with its next meetings scheduled for July 12, 2022 and August 9, 2022.

The City Council discussed Council member Toms' requests and while there were concerns with disrupting the work that had been ongoing given the BOS decision to allocate Measure X funds for Pinole, the City Council recognized the questions were reasonable questions to ask. There was confidence the Fire Chief, City Manager and the contract group would come up with a reasonable draft contract after negotiations.

Mayor Salimi looked forward to the future discussion of the service contract and the reopening of Fire Station 74 in early winter/spring 2023.

12. NEW BUSINESS: None

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)

Only open to members of the public who did not speak under the first Citizens to be Heard, Agenda Item 6.

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.*

Irma Ruport, Pinole, asked why the Faria House had been included on the funded list for the CIP for this fiscal year in the amount of \$420,000 and considered as a priority item. She understood including an unfunded item in the CIP required a funded item to be removed from the CIP list. She asked what project had been removed, why and by whom. While this same request had been made during the June 21 City Council meeting and via an email, to date there had been no response. She asked for a response in the public record at the next City Council meeting.

14. ADJOURNMENT to the Special City Council Meeting of July 12, 2022 in Remembrance of Amber Swartz and Nick Norton.

At 10:06 p.m., Mayor Salimi adjourned the meeting to the Special City Council Meeting of July 12, 2022 in Remembrance of Amber Swartz and Nick Norton.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

9B WARRANT LISTING By Vendor Name

Payment Dates 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909-03E	99449	07/08/2022	212-462-42101	PERMIT TECH SERVICE MAY 1-31, 22 BLDG	16,500.00
J1909A48	99449	07/08/2022	212-462-42101	BLDG OFFICIAL AND CE MAY 2022	25,134.90
Vendor 4LE00 - 4LEAF, INC. Total:					41,634.90
Vendor: A&K01 - A & K MACHINE SHOP					
12748	99450	07/08/2022	500-641-44306	REPAIR WAS PUMP WPCP	750.00
Vendor A&K01 - A & K MACHINE SHOP Total:					750.00
Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT					
2021-22-416	99451	07/08/2022	100-231-42107	VEHICLE MAINTENANCE REPAIRS FIRE	2,839.58
2021-22-417	99451	07/08/2022	100-231-42107	ANNUAL SERVICE REPAIRS FIRE	7,592.29
2021-22-441	99451	07/08/2022	100-231-42107	BATTERIES REPLACED ON VEHICLE FIRE	1,184.69
Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:					11,616.56
Vendor: 2267 - ALYSSA PADIA					
110821 REFUND	99567	07/15/2022	209-555-36405	REFUND COOKING AROUND THE WORLD CLASS CANCELLED	150.00
Vendor 2267 - ALYSSA PADIA Total:					150.00
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
LPM-22-001293	99452	07/08/2022	285-464-42101	MONITORING SERVICE MAY 2022	280.76
LPM-22-001293	99452	07/08/2022	750-463-42101	MONITORING SERVICE MAY 2022	219.24
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					500.00
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
5535C	99507	07/15/2022	100-345-42108	PARKS PEST CONTROL	250.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					250.00
Vendor: WIL13 - ANTHONY WILSON					
06292022	99453	07/08/2022	100-116-42101	DOT PHYSICAL CY	85.00
Vendor WIL13 - ANTHONY WILSON Total:					85.00
Vendor: PEL02 - APEX REFRIGERATION CORP.					
18341	99454	07/08/2022	209-552-42107	FREEZER REPAIR PSC	518.41
Vendor PEL02 - APEX REFRIGERATION CORP. Total:					518.41
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
JUNE 2022	99508	07/15/2022	100-231-44410	LAUNDRY SERVICES FOR WWTP, SR CTR, AND FD	397.35
JUNE 2022	99508	07/15/2022	209-552-43804	LAUNDRY SERVICES FOR WWTP, SR CTR, AND FD	438.52
JUNE 2022	99508	07/15/2022	500-641-44410	LAUNDRY SERVICES FOR WWTP, SR CTR, AND FD	1,542.00
Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:					2,377.87
Vendor: ATT01 - AT&T					
000018373275	99455	07/08/2022	525-118-43101	UTILITIES SERVICE 5-20-06-19-22 POLICE	2,552.28
Vendor ATT01 - AT&T Total:					2,552.28
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0032797	99509	07/15/2022	100-345-44306	PARKS MAINTENANCE SUPPLIES	65.85
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					65.85

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2027 - BEEHIVE INDUSTRIES, LLC.					
2524	99510	07/15/2022	100-341-42510	ANNUAL SOFTWARE SUBSCRIPTION-PW	9,750.00
2524	99510	07/15/2022	500-642-42510	ANNUAL SOFTWARE SUBSCRIPTION-PW	9,750.00
Vendor 2027 - BEEHIVE INDUSTRIES, LLC. Total:					19,500.00
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6336695	99456	07/08/2022	209-552-43804	LUNCH PROGRAM SUPPLIES CREDIT PSC	-95.84
6336696	99456	07/08/2022	209-552-43804	LUNCH PROGRAM FOOD CREDIT PSC	-47.92
6338548	99456	07/08/2022	209-552-43804	LUNCH PROGRAM SUPPLIES PSC	1,218.71
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					1,074.95
Vendor: BOR02 - BORGES & MAHONEY CO.					
143709	99457	07/08/2022	500-641-44306	WETSID DEOX SUPPLIES FOR WPCP	6,921.67
143710	99511	07/15/2022	500-641-44306	WWTP MAINTENANCE SUPPLIES	5,727.02
Vendor BOR02 - BORGES & MAHONEY CO. Total:					12,648.69
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
84575767	99458	07/08/2022	100-231-42104	MEDICAL SUPPLIES FIRE	365.90
84577584	99458	07/08/2022	100-231-42104	MEDICAL SUPPLIES FIRE	41.04
84579571	99458	07/08/2022	100-231-42104	MEDICAL SUPPLIES FIRE	65.12
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					472.06
Vendor: 1654 - BRINK'S INCORPORATED					
11987140	99512	07/15/2022	100-115-42101	JULY TRANSPORTATION SERVICES-FIN	235.03
Vendor 1654 - BRINK'S INCORPORATED Total:					235.03
Vendor: BRO33 - BROADCAST MUSIC INC					
10662781	99459	07/08/2022	209-551-42101	RECREATION MUSIC LICENSE PYC	391.00
Vendor BRO33 - BROADCAST MUSIC INC Total:					391.00
Vendor: 2401 - C3 INTELLIGENCE, INC.					
28478	99513	07/15/2022	100-116-42101	PRE-EMPLOYMENT BACKGROUND- HR	229.00
Vendor 2401 - C3 INTELLIGENCE, INC. Total:					229.00
Vendor: 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION					
21942	99460	07/08/2022	100-221-42401	MEMBERSHIP RENEWAL THROUGH JUNE 30, 2023 PD	145.00
Vendor 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION Total:					145.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
634353	99461	07/08/2022	500-641-44305	SUPPLIES FOR LAB WPCP	811.30
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					811.30
Vendor: 2395 - CITIES DIGITAL, INC.					
54686	99462	07/08/2022	525-118-42106	LASERFICHE SOFTWARE ANNUAL MAINTENANCE CITY CLERK	14,961.60
Vendor 2395 - CITIES DIGITAL, INC. Total:					14,961.60
Vendor: CIT08 - CITY MECHANICAL, INC					
83696	99463	07/08/2022	100-231-42108	HVAC SERVICE FIRE	3,900.30
83805	99463	07/08/2022	100-231-42108	HVAC SERVICE FIRE	1,171.10
83807	99514	07/15/2022	209-552-42108	SENIOR CENTER HVAC SERVICE	519.29
83910	99514	07/15/2022	100-222-42108	HVAC SERVICE-PD	3,623.10
Vendor CIT08 - CITY MECHANICAL, INC Total:					9,213.79

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: FAI04 - CITY OF FAIRFIELD					
5524	99515	07/15/2022	100-221-42511	MAY 2022 RANGE USE FEES- PD	1,498.50
Vendor FAI04 - CITY OF FAIRFIELD Total:					1,498.50
Vendor: COM20 - COMCAST					
0018658-06142022	99464	07/08/2022	100-231-43105	CALBE FIRE HOUSE 73 SERVICE	54.30
				0619-071822 FIRE	
0050875-06142022	99464	07/08/2022	100-117-43105	CABLE SERVICE 0619-071822 CH	29.85
0210511-06162022	99464	07/08/2022	100-222-43105	CABLE SERVICE 0621-072022 PD	170.84
0253131-06092022	99464	07/08/2022	100-231-43105	CABLE FIRE HOUSE 74	10.67
Vendor COM20 - COMCAST Total:					265.66
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
75667179	99516	07/15/2022	100-116-42101	PRE-EMPLOYMENT EXAMS-PD	325.00
75816574	99516	07/15/2022	100-231-42101	PRE-EMPLOYMENT EXAMS-PD	1,189.00
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					1,514.00
Vendor: CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER					
2223-0013	99465	07/08/2022	100-117-42401	LAFCO NET COSTA FY 2022-23	4,633.19
Vendor CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER Total:					4,633.19
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0266738	99466	07/08/2022	100-231-42101	HAZMAT CUPA OPERATING PERMIT FY 2022/20223 FIRE	472.00
IN0266743	99517	07/15/2022	500-641-44304	FY22/23 HAZMAT OPERATING PERMIT- WWTP	3,231.00
IN0267623	99466	07/08/2022	209-557-42108	HAZMAT AND CUPA PERMIT FY2022/2023 SWIM CENTER	472.00
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					4,175.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
21244	99467	07/08/2022	100-221-42107	OIL CHANGE VEHICLE MAINT PD	50.00
21288	99467	07/08/2022	100-221-42107	LABOR TO REMOVE RADIO PD	390.00
21328	99467	07/08/2022	100-221-42107	OIL CHANGE AND BRAKE SERVICE PD	537.14
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					977.14
Vendor: CRE04 - CREATIVE SUPPORTS, INC					
29298	99468	07/08/2022	100-111-47107	OFFICE CHAIRS FOR DIFFERENT DEPARTMENTS	541.94
29298	99468	07/08/2022	100-115-47107	OFFICE CHAIRS FOR DIFFERENT DEPARTMENTS	561.94
29298	99468	07/08/2022	100-116-47107	OFFICE CHAIRS FOR DIFFERENT DEPARTMENTS	1,123.89
29298	99468	07/08/2022	100-341-47107	OFFICE CHAIRS FOR DIFFERENT DEPARTMENTS	541.94
Vendor CRE04 - CREATIVE SUPPORTS, INC Total:					2,769.71
Vendor: CSI01 - CSI FORENSIC SUPPLY					
4244	99518	07/15/2022	100-222-42201	FORENSIC SUPPLIES-PD	181.42
Vendor CSI01 - CSI FORENSIC SUPPLY Total:					181.42
Vendor: DAR06 - DARRAH TRUCKING & EXCAVATING INC					
6316	99519	07/15/2022	100-231-42512	WEED ABATEMENT SERVICES-FD	9,600.00
Vendor DAR06 - DARRAH TRUCKING & EXCAVATING INC Total:					9,600.00
Vendor: 2023 - DIAMONDBACK FIRE & RESCUE, INC.					
25754	99469	07/08/2022	100-231-42101	SERVICE MAINT SYSTEM AMKUS RESCUE FIRE	575.00
Vendor 2023 - DIAMONDBACK FIRE & RESCUE, INC. Total:					575.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84614621	99470	07/08/2022	100-10601	GASOLINE UNL	3,147.84
84622511	99520	07/15/2022	100-10601	CORP YARD GAS	2,238.17

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
84626473	99520	07/15/2022	100-10601	CORP YARD GAS	2,248.63
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					7,634.64
Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT					
INV0007727	99521	07/15/2022	226-000-34223	APRIL-JUNE DISABILITY ACCESS AND EDUCATION FEE	90.80
Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:					90.80
Vendor: DOL01 - DOLAN'S LUMBER					
149055	99471	07/08/2022	100-343-44306	SUPPLIES CY	181.72
149124	99471	07/08/2022	100-343-44306	SUPPLIES CY	114.86
Vendor DOL01 - DOLAN'S LUMBER Total:					296.58
Vendor: 2403 - DONLEE PUMP COMPANY					
105013	99522	07/15/2022	500-641-47201	DIESEL TANK REPLACEMENT	22,379.00
Vendor 2403 - DONLEE PUMP COMPANY Total:					22,379.00
Vendor: 2184 - DR ASSOCIATES INTERNATIONAL					
8538	99523	07/15/2022	100-231-42101	PRE-EMPLOYMENT BACKGROUND FIREFIGHTER/PARAMEDIC	1,200.00
Vendor 2184 - DR ASSOCIATES INTERNATIONAL Total:					1,200.00
Vendor: 2396 - EAST BAY EDA					
FY22080	99524	07/15/2022	100-466-42401	FY22/23 EDA MEMBERSHIP-ECONOMIC DEVELOPMENT	3,409.00
Vendor 2396 - EAST BAY EDA Total:					3,409.00
Vendor: EBM01 - EBMUD					
231771-06282022	99525	07/15/2022	100-343-43102	2691 APPALOOSA TRAIL-IRRIGATION USE ONLY	161.58
231772-06282022	99525	07/15/2022	100-343-43102	2785 SIMAS AVE--IRRIGATION USE ONLY	161.58
231774-06282022	99525	07/15/2022	100-343-43102	3001 Simas Ave--Irrigation Use Only	87.56
231775-06302022	99525	07/15/2022	100-343-43102	3061 Simas Ave--Irrigation Use Only	87.56
388057-06272022	99472	07/08/2022	100-343-43102	1960 Sarah Dr--Irrigation Use Only	250.32
464589-06282022	99525	07/15/2022	100-345-43102	659 Tennent Ave--Parks & Gardens--Blackies Storage	57.96
464595-06302022	99525	07/15/2022	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	38.31
464595-06302022	99525	07/15/2022	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	38.31
464596-06302022	99525	07/15/2022	100-345-43102	2310 Park St--Fernandez Park Baseball Field	5,804.78
465190-06282022	99525	07/15/2022	201-343-43102	813 Fernandez Ave--Irrigation Use Only	57.96
465395-06302022	99525	07/15/2022	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	1,096.24
465422-06282022	99525	07/15/2022	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	2,066.56
465553-06282022	99525	07/15/2022	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	87.56
465569-06282022	99525	07/15/2022	209-558-43102	601 Tennent Ave--Memorial Hall	93.78
465922-06282022	99525	07/15/2022	100-343-43102	636 Tennent Ave--Irrigation Use Only	57.96
465923-06302022	99525	07/15/2022	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	588.22
465924-06302022	99525	07/15/2022	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	999.63
465924-06302022	99525	07/15/2022	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	222.14
465924-06302022	99525	07/15/2022	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	999.63

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466363-06272022	99472	07/08/2022	100-345-43102	1818 Canyon Dr--Irrigation Use Only	633.87
466529-06282022	99525	07/15/2022	100-345-43102	656 Pinole Shores Dr--Irrigation Use Only	87.56
466531-06302022	99525	07/15/2022	100-343-43102	800 PINOLE SHORES DR-IRRIGATION USE ONLY	164.00
466532-06292022	99525	07/15/2022	100-343-43102	901 Pinole Shores Dr--Irrigation Use Only	87.56
466535-06292022	99525	07/15/2022	100-343-43102	1001 Pinole Shores Dr--Irrigation Use Only	87.56
466536-06292022	99525	07/15/2022	100-343-43102	2401 Del Monte Way--Irrigation Use Only	57.96
466640-06282022	99525	07/15/2022	100-343-43102	726 San Pablo Ave--Irrigation Use Only	87.56
466641-06282022	99525	07/15/2022	100-343-43102	880 San Pablo Ave--Irrigation Use Only	87.56
466642-06282022	99525	07/15/2022	100-343-43102	1400 San Pablo Ave--Irrigation Use Only	87.56
466643-06282022	99525	07/15/2022	100-343-43102	2000 San Pablo Ave--Irrigation Use Only	87.56
513648-06282022	99525	07/15/2022	100-343-43102	2161 Plum St--Parking Lot Irrigation	87.56
524589-06302022	99525	07/15/2022	100-345-43102	592 Marlesta Rd--Irrigation Use Only	1,032.38
529821-06302022	99525	07/15/2022	209-552-43102	2500 Charles St--Senior Center	932.98
529852-06282022	99525	07/15/2022	209-552-43102	2500 Charles St--Senior Center	1,049.08
532187-06282022	99525	07/15/2022	100-343-43102	2601 Charles St--Irrigation Use Only	57.96
540499-06282022	99525	07/15/2022	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	57.96
540787-06282022	99525	07/15/2022	201-343-43102	2361 San Pablo Ave--Irrigation Use Only	57.96
541397-06292022	99525	07/15/2022	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	57.96
544461-06302022	99525	07/15/2022	100-110-43102	2131 Pear St--Offices--City Hall	2.88
544461-06302022	99525	07/15/2022	100-111-43102	2131 Pear St--Offices--City Hall	6.90
544461-06302022	99525	07/15/2022	100-112-43102	2131 Pear St--Offices--City Hall	6.32
544461-06302022	99525	07/15/2022	100-115-43102	2131 Pear St--Offices--City Hall	18.74
544461-06302022	99525	07/15/2022	100-116-43102	2131 Pear St--Offices--City Hall	6.32
544461-06302022	99525	07/15/2022	100-117-43102	2131 Pear St--Offices--City Hall	50.60
544461-06302022	99525	07/15/2022	100-343-43102	2131 Pear St--Offices--City Hall	90.16
544461-06302022	99525	07/15/2022	200-342-43102	2131 Pear St--Offices--City Hall	16.10
544461-06302022	99525	07/15/2022	212-461-43102	2131 Pear St--Offices--City Hall	6.10
544461-06302022	99525	07/15/2022	212-462-43102	2131 Pear St--Offices--City Hall	16.22
544461-06302022	99525	07/15/2022	285-464-43102	2131 Pear St--Offices--City Hall	4.83
544461-06302022	99525	07/15/2022	505-119-43102	2131 Pear St--Offices--City Hall	4.83
545474-06302022	99525	07/15/2022	100-110-43102	2131 Pear St--Offices--City Hall	7.34
545474-06302022	99525	07/15/2022	100-111-43102	2131 Pear St--Offices--City Hall	17.65
545474-06302022	99525	07/15/2022	100-112-43102	2131 Pear St--Offices--City Hall	16.18
545474-06302022	99525	07/15/2022	100-115-43102	2131 Pear St--Offices--City Hall	47.94
545474-06302022	99525	07/15/2022	100-116-43102	2131 Pear St--Offices--City Hall	16.18
545474-06302022	99525	07/15/2022	100-117-43102	2131 Pear St--Offices--City Hall	129.41
545474-06302022	99525	07/15/2022	100-343-43102	2131 Pear St--Offices--City Hall	230.58
545474-06302022	99525	07/15/2022	200-342-43102	2131 Pear St--Offices--City Hall	41.18
545474-06302022	99525	07/15/2022	212-461-43102	2131 Pear St--Offices--City Hall	15.59
545474-06302022	99525	07/15/2022	212-462-43102	2131 Pear St--Offices--City Hall	41.47
545474-06302022	99525	07/15/2022	285-464-43102	2131 Pear St--Offices--City Hall	12.35
545474-06302022	99525	07/15/2022	505-119-43102	2131 Pear St--Offices--City Hall	12.35
554167-06302022	99525	07/15/2022	100-345-43102	1600 Primrose Lane--Irrigation Use Only	498.08
554625-06302022	99525	07/15/2022	209-558-43102	601 Tennent Ave--Memorial Hall	300.92

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
565167-06302022	99525	07/15/2022	201-343-43102	2100 San Pablo Ave--Offices-- Faria House	281.88
565168-06282022	99525	07/15/2022	201-343-43102	2100 San Pablo Ave--Irrigation Use Only	64.18
565169-06302022	99525	07/15/2022	201-343-43102	2100 San Pablo Ave--Offices-- Faria House	105.52
570108-06292022	99525	07/15/2022	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	934.98
571919-06282022	99525	07/15/2022	100-343-43102	2329 Orleans Dr--Irrigation Use Only	57.96
Vendor EBM01 - EBMUD Total:					20,821.97
Vendor: 2402 - EL MUNECO PARTY RENTALS					
000000111	99528	07/15/2022	100-221-42514	RENTAL OF CANOPY, TABLES, AND CHAIRS FOR PD EVENT	265.00
Vendor 2402 - EL MUNECO PARTY RENTALS Total:					265.00
Vendor: 2380 - ELIZABETH A. LYNN					
JUNE 2022	99473	07/08/2022	209-552-43802	EXERCISE AIKID CLASSESS JUNE 2022 PSC	28.35
Vendor 2380 - ELIZABETH A. LYNN Total:					28.35
Vendor: FIS01 - FISHER SCIENTIFIC					
3638808	99529	07/15/2022	500-641-44305	BIOLOGICAL INDICATOR BOX- WWTP	72.62
3724705	99529	07/15/2022	500-641-44305	WWTP CHEMICALS	166.48
Vendor FIS01 - FISHER SCIENTIFIC Total:					239.10
Vendor: GAL02 - GALLS, LLC					
021397439	99474	07/08/2022	100-231-44410	TROUSER WOOL FIRE	318.23
021397441	99474	07/08/2022	100-231-44410	SAFETY CLOTHING FIRE	106.15
Vendor GAL02 - GALLS, LLC Total:					424.38
Vendor: 2393 - GLOBAL INVESTMENT COMPANY					
100	99475	07/08/2022	100-466-42101	PUBLIC BANKING 101 PROFESSIONAL SERVICES	7,690.70
Vendor 2393 - GLOBAL INVESTMENT COMPANY Total:					7,690.70
Vendor: GLO08 - GLOBALSTAR					
000000033811817	99530	07/15/2022	525-118-43101	TELECOMMUNICATION SERVICE- IT	110.05
Vendor GLO08 - GLOBALSTAR Total:					110.05
Vendor: 2389 - GOLDEN PERFORMACE MANAGEMENT					
AUGUST 2022	99476	07/08/2022	100-221-42301	LEADING PROFESSIONAL STAFF TRAINING PD	375.00
Vendor 2389 - GOLDEN PERFORMACE MANAGEMENT Total:					375.00
Vendor: GRA03 - GRAINGER					
9355269516	99531	07/15/2022	209-557-42107	SWIM CENTER MAINTENANCE SUPPLIES	78.00
9355750614	99531	07/15/2022	209-557-44306	SWIM CENTER MAINTENANCE SUPPLIES	78.00
Vendor GRA03 - GRAINGER Total:					156.00
Vendor: 2279 - GREEN VALLEY ALOHA SAW AND MOWER					
55582	99477	07/08/2022	106-345-47101	TURF MOWER	146.49
55582	99477	07/08/2022	106-345-47101	TURF MOWER	16,077.28
55634	99477	07/08/2022	100-345-47101	MOUNTING KIT AND PARTS CY	4,986.02
Vendor 2279 - GREEN VALLEY ALOHA SAW AND MOWER Total:					21,209.79
Vendor: 2394 - GRIFFIN ARMAMENT					
INV1303	99478	07/08/2022	100-221-47101	30 SNACH 15 PD	1,800.00
Vendor 2394 - GRIFFIN ARMAMENT Total:					1,800.00
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006N2436	99532	07/15/2022	500-641-44306	WWTP MAINTENANCE SUPPLIES	532.26

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
006N2475	99532	07/15/2022	500-641-44306	WWTP MAINTENANCE SUPPLIES	497.13
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					1,029.39
Vendor: HOR05 - HORIZON					
1R303587	99533	07/15/2022	100-345-44306	PARK MAINTENANCE SUPPLIES	126.17
Vendor HOR05 - HORIZON Total:					126.17
Vendor: IED02 - IEDA, INC.					
23806	99479	07/08/2022	100-116-42101	LABOR RELATIONS 070122-07312022	2,436.39
Vendor IED02 - IEDA, INC. Total:					2,436.39
Vendor: IMA01 - IMAGE SALES, INC.					
0072950-IN	99534	07/15/2022	100-116-42201	RIBBON AND CARDS- HR	132.95
Vendor IMA01 - IMAGE SALES, INC. Total:					132.95
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X07697506	99535	07/15/2022	500-641-44305	DEIONIZATION SERVICE WWTP	753.10
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					753.10
Vendor: MOO14 - ISSAC MOORE					
JUNE 2022	99480	07/08/2022	209-552-43802	EXERCISE CLASSES JUNE 2022 PSC	225.00
Vendor MOO14 - ISSAC MOORE Total:					225.00
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
241711	99536	07/15/2022	100-551-42511	PORTABLE TOILET RENTAL THROUGH 7/27/22	142.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					142.77
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
JUNE 2022	99537	07/15/2022	209-552-43802	JUNE 2022 BALANCE CLASSES- SENIOR CENTER	233.80
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					233.80
Vendor: 1611 - JANICE M. BYER					
JUNE 2022	99481	07/08/2022	209-552-43802	EXERCISE CLASSES JUNE 2022 PSC	855.00
Vendor 1611 - JANICE M. BYER Total:					855.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
12677	99482	07/08/2022	209-554-42108	JANITORIAL SERVICE JULY 2022 PYC	456.00
12678	99482	07/08/2022	209-552-42108	JANITORIAL SERVICE JULY 2022 SENIOR CENTER	422.00
12679	99482	07/08/2022	209-552-43810	JANITORIAL SERVICE KITCHEN JULY 2022 SENIOR CENTER	405.00
12680	99482	07/08/2022	209-553-42108	JANITORIAL SERVICES JULY 2022 TINY TOTS	487.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,770.00
Vendor: 2364 - JEFFREY TEEL					
07052022	99483	07/08/2022	100-221-42302	174TH ACADEMY MILEAGE REIMBU PD	468.00
Vendor 2364 - JEFFREY TEEL Total:					468.00
Vendor: 1630 - JOHN AND CLAIRE INVESTIGATIONS					
1348	99538	07/15/2022	100-222-42101	PRE-EMPLOYMENT BACKGROUND - PD	1,968.05
Vendor 1630 - JOHN AND CLAIRE INVESTIGATIONS Total:					1,968.05
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000031230	99539	07/15/2022	500-641-44302	WWTP SLUDGE REMOVAL	4,668.65
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,668.65
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
22-113	99540	07/15/2022	100-341-42101	PROFESSIONAL SVCS BP22-0145-PW	116.50
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					116.50

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Vendor: KNO03 - KNORR SYSTEMS, INC.					
SI240240	99541	07/15/2022	209-557-44306	MAINTENANCE SUPPLIES -SWIM CENTER	254.14
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					254.14
Vendor: 2078 - LAMPO INVESTIGATIONS - POLYGRAPH					
2-1668	99542	07/15/2022	100-221-42101	PRE-EMPLOYMENT EXAMINATIONS- PD	800.00
Vendor 2078 - LAMPO INVESTIGATIONS - POLYGRAPH Total:					800.00
Vendor: LAN01 - LANER ELECTRIC SUPPLY, INC					
928043.1	99543	07/15/2022	100-342-44306	FACILITIES MAINTENANCE SUPPLIES	278.98
929308.1	99543	07/15/2022	100-342-44306	FACILITIES MAINTENANCE SUPPLIES	456.34
Vendor LAN01 - LANER ELECTRIC SUPPLY, INC Total:					735.32
Vendor: LAN15 - LANGUAGE LINE SERVICES					
10578350	99544	07/15/2022	100-223-42101	OVER THE PHONE INTERPRETATION SVCS-PD	230.30
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					230.30
Vendor: 2390 - LETICIA ANDREAS					
06302022	99484	07/08/2022	100-231-42302	MILEAGE AND BRIDGE TOLL REIMB FIRE	195.37
Vendor 2390 - LETICIA ANDREAS Total:					195.37
Vendor: 2253 - LOOKOUT HEALTH CORP					
1443	99485	07/08/2022	217-117-42101	MAY COVID TESTING FIRE AND PD	19,615.00
Vendor 2253 - LOOKOUT HEALTH CORP Total:					19,615.00
Vendor: MAN01 - MANNA FOODS, INC.					
963809	99486	07/08/2022	209-552-43804	FOOD FOR LUNCH PROGRAM PSC	187.98
Vendor MAN01 - MANNA FOODS, INC. Total:					187.98
Vendor: 2391 - MARIA CABRERA					
INV0007725	99545	07/15/2022	100-221-42514	PETTY CASH REIMBURSEMENT FOR PD	73.76
Vendor 2391 - MARIA CABRERA Total:					73.76
Vendor: 2397 - MARIA DEL TORO					
INV0007726	99546	07/15/2022	276-644-34404	REFUND WASTEWATER DEVELOPMENT IMPACT FEES BP21-006	4,943.00
Vendor 2397 - MARIA DEL TORO Total:					4,943.00
Vendor: ROB21 - MARY ROBERTS					
JULY 2022	99487	07/08/2022	100-117-41101	MEDICARE REIMBU JULY 2022	170.10
Vendor ROB21 - MARY ROBERTS Total:					170.10
Vendor: 1311 - M-GROUP					
2003248	99488	07/08/2022	212-20346	PROFESSIONAL SERVICES 830- 848 SPA PLANNING	1,909.50
2003282	99547	07/15/2022	212-461-42101	ON CALL PLANNING SERVICES THROUGH 6/30/22	18,096.25
2003305	99547	07/15/2022	212-20345	1500 FITZ PROFESSIONAL SERVICES THROUGH 6/30/22	294.75
2003306	99547	07/15/2022	212-20346	830-848 SPA PROFESSIONAL SERVICES THROUGH 6/30/22	6,148.00
Vendor 1311 - M-GROUP Total:					26,448.50
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1147768	99489	07/08/2022	212-461-42101	PROFESSIONAL SERVICES APRIL - MAY 2022	32,615.65
1149485	99489	07/08/2022	212-461-42101	PROFESSIONAL SERVICES MAY 2 - MAY 29, 2022	38,189.06
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					70,804.71

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1734545	99548	07/15/2022	100-231-42107	BUMPER AND GUARD ASSY-FIRE	40.47
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					40.47
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV002645	99490	07/08/2022	100-110-41009	ANNUAL PREMIUB GENERAL LIABILITIES	798.28
INV002645	99490	07/08/2022	100-110-46201	ANNUAL PREMIUB GENERAL LIABILITIES	2,080.72
INV002645	99490	07/08/2022	100-111-41009	ANNUAL PREMIUB GENERAL LIABILITIES	11,361.64
INV002645	99490	07/08/2022	100-111-46201	ANNUAL PREMIUB GENERAL LIABILITIES	29,614.26
INV002645	99490	07/08/2022	100-112-41009	ANNUAL PREMIUB GENERAL LIABILITIES	7,655.29
INV002645	99490	07/08/2022	100-112-46201	ANNUAL PREMIUB GENERAL LIABILITIES	19,953.63
INV002645	99490	07/08/2022	100-113-41009	ANNUAL PREMIUB GENERAL LIABILITIES	70.96
INV002645	99490	07/08/2022	100-113-46201	ANNUAL PREMIUB GENERAL LIABILITIES	184.95
INV002645	99490	07/08/2022	100-115-41009	ANNUAL PREMIUB GENERAL LIABILITIES	10,182.46
INV002645	99490	07/08/2022	100-115-46201	ANNUAL PREMIUB GENERAL LIABILITIES	26,540.72
INV002645	99490	07/08/2022	100-116-41009	ANNUAL PREMIUB GENERAL LIABILITIES	9,085.21
INV002645	99490	07/08/2022	100-116-46201	ANNUAL PREMIUB GENERAL LIABILITIES	23,680.73
INV002645	99490	07/08/2022	100-221-41009	ANNUAL PREMIUB GENERAL LIABILITIES	78,535.26
INV002645	99490	07/08/2022	100-221-46201	ANNUAL PREMIUB GENERAL LIABILITIES	204,703.22
INV002645	99490	07/08/2022	100-222-41009	ANNUAL PREMIUB GENERAL LIABILITIES	9,782.23
INV002645	99490	07/08/2022	100-222-46201	ANNUAL PREMIUB GENERAL LIABILITIES	25,497.52
INV002645	99490	07/08/2022	100-223-41009	ANNUAL PREMIUB GENERAL LIABILITIES	29,559.66
INV002645	99490	07/08/2022	100-223-46201	ANNUAL PREMIUB GENERAL LIABILITIES	77,047.67
INV002645	99490	07/08/2022	100-231-41009	ANNUAL PREMIUB GENERAL LIABILITIES	47,375.30
INV002645	99490	07/08/2022	100-231-46201	ANNUAL PREMIUB GENERAL LIABILITIES	123,484.37
INV002645	99490	07/08/2022	100-341-41009	ANNUAL PREMIUB GENERAL LIABILITIES	16,826.93
INV002645	99490	07/08/2022	100-341-46201	ANNUAL PREMIUB GENERAL LIABILITIES	43,859.63
INV002645	99490	07/08/2022	100-342-41009	ANNUAL PREMIUB GENERAL LIABILITIES	1,973.76
INV002645	99490	07/08/2022	100-342-46201	ANNUAL PREMIUB GENERAL LIABILITIES	5,144.65
INV002645	99490	07/08/2022	100-343-41009	ANNUAL PREMIUB GENERAL LIABILITIES	16,254.42
INV002645	99490	07/08/2022	100-343-46201	ANNUAL PREMIUB GENERAL LIABILITIES	42,367.37
INV002645	99490	07/08/2022	100-465-41009	ANNUAL PREMIUB GENERAL LIABILITIES	2,851.04
INV002645	99490	07/08/2022	100-465-46201	ANNUAL PREMIUB GENERAL LIABILITIES	7,431.28
INV002645	99490	07/08/2022	105-221-41009	ANNUAL PREMIUB GENERAL LIABILITIES	21,276.39

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV002645	99490	07/08/2022	105-221-46201	ANNUAL PREMIUB GENERAL LIABILITIES	55,457.21
INV002645	99490	07/08/2022	105-231-41009	ANNUAL PREMIUB GENERAL LIABILITIES	9,859.91
INV002645	99490	07/08/2022	105-231-46201	ANNUAL PREMIUB GENERAL LIABILITIES	25,699.98
INV002645	99490	07/08/2022	106-222-41009	ANNUAL PREMIUB GENERAL LIABILITIES	1,930.15
INV002645	99490	07/08/2022	106-222-46201	ANNUAL PREMIUB GENERAL LIABILITIES	5,030.96
INV002645	99490	07/08/2022	106-231-41009	ANNUAL PREMIUB GENERAL LIABILITIES	5,428.66
INV002645	99490	07/08/2022	106-231-46201	ANNUAL PREMIUB GENERAL LIABILITIES	14,149.87
INV002645	99490	07/08/2022	205-227-41009	ANNUAL PREMIUB GENERAL LIABILITIES	184.49
INV002645	99490	07/08/2022	205-227-46201	ANNUAL PREMIUB GENERAL LIABILITIES	480.88
INV002645	99490	07/08/2022	209-551-41009	ANNUAL PREMIUB GENERAL LIABILITIES	8,182.34
INV002645	99490	07/08/2022	209-551-46201	ANNUAL PREMIUB GENERAL LIABILITIES	21,327.39
INV002645	99490	07/08/2022	209-552-41009	ANNUAL PREMIUB GENERAL LIABILITIES	4,392.20
INV002645	99490	07/08/2022	209-552-46201	ANNUAL PREMIUB GENERAL LIABILITIES	11,448.33
INV002645	99490	07/08/2022	209-553-41009	ANNUAL PREMIUB GENERAL LIABILITIES	2,173.20
INV002645	99490	07/08/2022	209-553-46201	ANNUAL PREMIUB GENERAL LIABILITIES	5,664.49
INV002645	99490	07/08/2022	209-554-41009	ANNUAL PREMIUB GENERAL LIABILITIES	4,068.04
INV002645	99490	07/08/2022	209-554-46201	ANNUAL PREMIUB GENERAL LIABILITIES	10,603.40
INV002645	99490	07/08/2022	212-461-41009	ANNUAL PREMIUB GENERAL LIABILITIES	8,472.87
INV002645	99490	07/08/2022	212-461-46201	ANNUAL PREMIUB GENERAL LIABILITIES	22,084.65
INV002645	99490	07/08/2022	212-462-41009	ANNUAL PREMIUB GENERAL LIABILITIES	11,179.54
INV002645	99490	07/08/2022	212-462-46201	ANNUAL PREMIUB GENERAL LIABILITIES	29,139.61
INV002645	99490	07/08/2022	317-345-41009	ANNUAL PREMIUB GENERAL LIABILITIES	282.89
INV002645	99490	07/08/2022	317-345-46201	ANNUAL PREMIUB GENERAL LIABILITIES	737.34
INV002645	99490	07/08/2022	500-641-41009	ANNUAL PREMIUB GENERAL LIABILITIES	26,608.55
INV002645	99490	07/08/2022	500-641-46201	ANNUAL PREMIUB GENERAL LIABILITIES	69,355.55
INV002645	99490	07/08/2022	500-642-41009	ANNUAL PREMIUB GENERAL LIABILITIES	6,411.28
INV002645	99490	07/08/2022	500-642-46201	ANNUAL PREMIUB GENERAL LIABILITIES	16,711.10
INV002645	99490	07/08/2022	505-119-41009	ANNUAL PREMIUB GENERAL LIABILITIES	5,557.06
INV002645	99490	07/08/2022	505-119-46201	ANNUAL PREMIUB GENERAL LIABILITIES	14,484.51
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					1,292,286.00
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO 1382797	99491	07/08/2022	100-221-41008	LONG TERM DISABILITY INSURANCE PREM JULY 2022 HR	445.50

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
1382797	99491	07/08/2022	100-223-41008	LONG TERM DISABILITY INSURANCE PREM JULY 2022 HR	258.00
1382797	99491	07/08/2022	105-221-41008	LONG TERM DISABILITY INSURANCE PREM JULY 2022 HR	118.80
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					822.30
Vendor: 2400 - NORTHWESTERN UNIVERSITY					
20310	99549	07/15/2022	100-221-42301	SCHOOL OF POLICE STAFF AND COMMAND- PD	4,600.00
Vendor 2400 - NORTHWESTERN UNIVERSITY Total:					4,600.00
Vendor: 2399 - OFFICE RELIEF, INC.					
SI226012243	99550	07/15/2022	500-641-47107	OFFICE CHAIRS WWTP	604.23
Vendor 2399 - OFFICE RELIEF, INC. Total:					604.23
Vendor: OLI01 - OLIVERS TOWING INC					
21-10765-6	99551	07/15/2022	100-221-42107	VEHICLE STORAGE FEES-PD	610.00
Vendor OLI01 - OLIVERS TOWING INC Total:					610.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
JUNE 2022	99552	07/15/2022	100-222-44306	CITYWIDE PURCHASES	5.03
JUNE 2022	99552	07/15/2022	100-343-44306	CITYWIDE PURCHASES	89.88
JUNE 2022	99552	07/15/2022	100-345-44306	CITYWIDE PURCHASES	62.18
JUNE 2022	99552	07/15/2022	500-641-44306	CITYWIDE PURCHASES	64.80
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					221.89
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400819725	99492	07/08/2022	209-554-42108	MAINTENACE SERVICE 070122- 073122 PYC	177.94
100400820350	99492	07/08/2022	100-222-42108	MAINTENANCE SERVICE 070122- 073122 SAFETY BLDG	120.64
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					298.58
Vendor: OYE02 - OYE PRODUCTIONS					
072122	99493	07/08/2022	209-551-42515	SUMMER SOUND 072122 RECREATION	1,250.00
080422	99494	07/08/2022	209-551-42515	SUMMER SOUND 080422 RECREATION	1,250.00
Vendor OYE02 - OYE PRODUCTIONS Total:					2,500.00
Vendor: PAC41 - PACIFIC ECORISK					
18317	99553	07/15/2022	500-641-44305	NPDES ACUTE TESTING- WWTP	1,046.00
18324	99553	07/15/2022	500-641-44305	NPDES TOXICITY TESTING- WWTP	3,410.00
Vendor PAC41 - PACIFIC ECORISK Total:					4,456.00
Vendor: PGE01 - PG&E					
0887-06302022	99554	07/15/2022	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	76.60
1093-06302022	99554	07/15/2022	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	632.55
2182-06302022	99554	07/15/2022	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	67.70
4256-06272022	99554	07/15/2022	500-641-43103	11 TENNANT AVE	66,896.21
4430-06272022	99554	07/15/2022	100-345-43103	S/O MARLESTA 1ST POLE- SPRINKLER CONTROLLER	11.45
6521-06282022	99554	07/15/2022	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	101.58
6897-06292022	99554	07/15/2022	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	70.70
7547-06272022	99554	07/15/2022	100-222-43103	880 Tennent Ave-Public Safety Facility	4,294.61
7547-06272022	99554	07/15/2022	100-223-43103	880 Tennent Ave-Public Safety Facility	858.92
7547-06272022	99554	07/15/2022	100-231-43103	880 Tennent Ave-Public Safety Facility	3,435.69

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
8511-06232022	99554	07/15/2022	100-345-43103	W/S PINOLE SHORES DR- SPRINKLER CONTROLLER	10.96
9929-06232022	99554	07/15/2022	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	66.42
9961-06272022	99554	07/15/2022	209-552-43103	2500 CHARLES ST-SENIOR CENTER	4,551.19
Vendor PGE01 - PG&E Total:					81,074.58
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
2022 SWIM SEASON 2	99555	07/15/2022	209-557-42101	2022 SWIM SEASON EXPENSE REIMBURSEMENT	14,906.29
Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:					14,906.29
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
76894	99556	07/15/2022	100-116-42101	BUSINESS CARDS FOR HR	97.31
77286	99495	07/08/2022	100-221-42201	BUSINESS CARDS PD	97.31
77912	99495	07/08/2022	100-465-42201	BUSINESS CARDS CE	133.41
78149	99495	07/08/2022	100-115-42201	WINDOW ANR REG ENVELOPES FINANCE	608.53
78305	99495	07/08/2022	100-110-42514	CITY COUNCIL BUSINESS CARDS SHELLS CITY CLERK	504.81
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					1,441.37
Vendor: QUI11 - QUINCY ENGINEERING, INC.					
20-2956.00-4	99496	07/08/2022	106-342-47205	PEDESTRIAN BRIDGE INSPECTIONS	1,042.76
20-2956.00-5	99496	07/08/2022	106-342-47205	PEDESTRIAN BRIDGE INSPECTIONS	2,934.18
Vendor QUI11 - QUINCY ENGINEERING, INC. Total:					3,976.94
Vendor: ROS08 - RSG, INC.					
I008848	99497	07/08/2022	285-464-42101	AFFORDABLE HOUSING RFP	117.50
I008849	99497	07/08/2022	750-463-42101	REAL ESTATE OPEN LISTING	4,221.25
I008850	99497	07/08/2022	285-464-42101	COMPLIANCE MONITORING YEAR 5	277.50
Vendor ROS08 - RSG, INC. Total:					4,616.25
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
52384216.001	99557	07/15/2022	100-343-44306	GENERAL MAINTENANCE SUPPLIES	435.89
Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:					435.89
Vendor: 1204 - S & L BODY AND FRAME					
1073	99498	07/08/2022	100-221-42107	CAR WASH PD FLEET	760.00
1079	99558	07/15/2022	100-221-42107	JULY 2022 CAR WASH SERVICES	550.00
Vendor 1204 - S & L BODY AND FRAME Total:					1,310.00
Vendor: 1679 - SAFE BUILT, LLC					
79101	99499	07/08/2022	212-462-42101	PLAN CHECKING BLDG	7,274.96
Vendor 1679 - SAFE BUILT, LLC Total:					7,274.96
Vendor: 2398 - SANJAY MISHRA					
07112022	99559	07/15/2022	100-341-42302	CARL CONFERENCE EXPENSE REIMBURSEMENT	281.12
07112022	99559	07/15/2022	100-341-42303	CARL CONFERENCE EXPENSE REIMBURSEMENT	34.00
Vendor 2398 - SANJAY MISHRA Total:					315.12
Vendor: 1714 - SHERRI D. LEWIS					
PC010PINOLE-FY2021/22	99500	07/08/2022	212-461-42514	MINUTES FOR PLANNING COMMISSION 06-27-22 MTG	375.00
Vendor 1714 - SHERRI D. LEWIS Total:					375.00
Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.					
320707010	99560	07/15/2022	100-343-42107	TOW HITCH- PW	497.33
Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:					497.33

WARRANT LISTING

Payment Dates: 7/2/2022 - 7/15/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2048 - SONIC.NET, LLC					
1004519325	99501	07/08/2022	525-118-43101	ETHERNET IT	449.00
				Vendor 2048 - SONIC.NET, LLC Total:	449.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
39887	99561	07/15/2022	100-221-42107	VEHICLE REPAIRS-PD	531.46
				Vendor SQU00 - SQUARE DEAL GARAGE Total:	531.46
Vendor: STE20 - STERICYCLE, INC.					
3006069245	99562	07/15/2022	100-222-42101	MEDICAL WASTE SERVICES-PD	60.45
				Vendor STE20 - STERICYCLE, INC. Total:	60.45
Vendor: 1637 - STRYKER SALES CORPORATION					
3804180M	99502	07/08/2022	100-231-42104	NYLON PATCH, CARRY BAG	736.75
				REPAIRS FIRE	
3804182M	99502	07/08/2022	100-231-42104	KIT CARRY BAG AND NYLON	418.85
				PATCH FIRE	
				Vendor 1637 - STRYKER SALES CORPORATION Total:	1,155.60
Vendor: 1253 - TARAH ORNELAS					
778	99503	07/08/2022	209-552-43809	PSC NEWSLETTER JULY 2022	293.88
				Vendor 1253 - TARAH ORNELAS Total:	293.88
Vendor: TMO00 - T-MOBILE USA, INC					
9498913615	99563	07/15/2022	100-221-42514	GPS-PD	100.00
				Vendor TMO00 - T-MOBILE USA, INC Total:	100.00
Vendor: UNI38 - UNIVAR USA INC					
50353912	99564	07/15/2022	500-641-44303	WWTP CHEMICALS	3,043.87
				Vendor UNI38 - UNIVAR USA INC Total:	3,043.87
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
3319	99504	07/08/2022	100-222-42108	JANITORIAL SUPPLIES PD	300.96
3321	99504	07/08/2022	100-343-42108	JANITORIAL SUPPLIES CH	203.44
3460	99565	07/15/2022	100-343-42108	SANITARY SUPPLIES- PW	641.70
3472	99565	07/15/2022	209-557-42108	SWIM CENTER SANITARY	161.81
				SUPPLIES	
502755	99565	07/15/2022	500-641-42108	JUNE WWTP JANITORAIL	508.00
				SERVICES	
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	1,815.91
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
JUNE 2022	99505	07/08/2022	209-552-43802	GNETLE YOGA CLASSES JUNE	88.20
				2022	
				Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:	88.20
Vendor: 1520 - WEX BANK					
82244195	99566	07/15/2022	100-221-44301	FUEL PURCHASES-PD	63.02
				Vendor 1520 - WEX BANK Total:	63.02
Vendor: 1912 - ZOHO CORPORATION					
68239476	99506	07/08/2022	525-118-42510	SUBSCRIPTION RENEWAL	645.00
				LICENSE MOBILE DEVI IT	
				Vendor 1912 - ZOHO CORPORATION Total:	645.00
				Grand Total:	1,804,796.81

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,000,535.33
105 - Measure S -2006	112,412.29
106 - MEASURE S-2014	46,740.35
200 - Gas Tax Fund	373.86
201 - Restricted Real Estate Maintenance Fund	633.92
205 - Traffic Safety Fund	665.37
209 - Recreation Fund	100,228.21
212 - Building & Planning	217,494.12
217 - American Rescue Plan Act Fund	19,615.00
226 - CASp Certification and Training Fund	90.80
276 - Growth Impact Fund	4,943.00
285 - Housing Land Held for Resale	692.94
310 - Lighting & Landscape Districts	934.98
317 - Pinole Valley Caretaker Fund	1,020.23
500 - Sewer Enterprise Fund	255,160.93
505 - Cable Access TV	20,097.06
525 - Information Systems	18,717.93
750 - Recognized Obligation Retirement Fund	4,440.49
Grand Total:	1,804,796.81

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	7,634.64
100-110-41009	Emp Benefits/Workers C...	798.28
100-110-42514	Admin Exp/Special Depart	504.81
100-110-43102	Utilities/Water	10.22
100-110-46201	Insurance/General Liability	2,080.72
100-111-41009	Emp Benefits/Workers C...	11,361.64
100-111-43102	Utilities/Water	24.55
100-111-46201	Insurance/General Liability	29,614.26
100-111-47107	FF&E/Furniture (not-capit...	541.94
100-112-41009	Emp Benefits/Workers C...	7,655.29
100-112-43102	Utilities/Water	22.50
100-112-46201	Insurance/General Liability	19,953.63
100-113-41009	Emp Benefits/Workers C...	70.96
100-113-46201	Insurance/General Liability	184.95
100-115-41009	Emp Benefits/Workers C...	10,182.46
100-115-42101	Prof Svcs/Professional Ser...	235.03
100-115-42201	Office Expense	608.53
100-115-43102	Utilities/Water	66.68
100-115-46201	Insurance/General Liability	26,540.72
100-115-47107	FF&E/Furniture (not-capit...	561.94
100-116-41009	Emp Benefits/Workers C...	9,085.21
100-116-42101	Prof Svcs/Professional Ser...	3,172.70
100-116-42201	Office Expense	132.95
100-116-43102	Utilities/Water	22.50
100-116-46201	Insurance/General Liability	23,680.73
100-116-47107	FF&E/Furniture (not-capit...	1,123.89
100-117-41101	Retiree Benefits/Medical...	170.10
100-117-42401	Dues & Pub/Memberships	4,633.19
100-117-43102	Utilities/Water	180.01
100-117-43105	Utilities/Cable	29.85
100-221-41008	Emp Benefits/Long Term ...	445.50
100-221-41009	Emp Benefits/Workers C...	78,535.26
100-221-42101	Prof Svcs/Professional Ser...	800.00
100-221-42107	Prof Svcs/Equipment Mai...	3,428.60
100-221-42201	Office Expense	97.31

Account Summary

Account Number	Account Name	Payment Amount
100-221-42301	Travel & Training/Conf-Re...	4,975.00
100-221-42302	Travel & Training/Mileage,..	468.00
100-221-42401	Dues & Pub/Memberships	145.00
100-221-42511	Admin Exp/Equipment Re...	1,498.50
100-221-42514	Admin Exp/Special Depart	438.76
100-221-44301	Other Materials Supp/Fuel	63.02
100-221-46201	Insurance/General Liability	204,703.22
100-221-47101	FF&E/Equipment	1,800.00
100-222-41009	Emp Benefits/Workers C...	9,782.23
100-222-42101	Prof Svcs/Professional Ser...	2,028.50
100-222-42108	Prof Svcs/Building-Structu...	4,044.70
100-222-42201	Office Expense	181.42
100-222-43102	Utilities/Water	999.63
100-222-43103	Utilities/Electricity & Pow...	4,294.61
100-222-43105	Utilities/Cable	170.84
100-222-44306	Other Materials Supp/Ma...	5.03
100-222-46201	Insurance/General Liability	25,497.52
100-223-41008	Emp Benefits/Long Term ...	258.00
100-223-41009	Emp Benefits/Workers C...	29,559.66
100-223-42101	Prof Svcs/Professional Ser...	230.30
100-223-43102	Utilities/Water	222.14
100-223-43103	Utilities/Electricity & Pow...	858.92
100-223-46201	Insurance/General Liability	77,047.67
100-231-41009	Emp Benefits/Workers C...	47,375.30
100-231-42101	Prof Svcs/Professional Ser...	3,436.00
100-231-42104	Prof Svcs/Paramedic Servi...	1,627.66
100-231-42107	Prof Svcs/Equipment Mai...	11,657.03
100-231-42108	Prof Svcs/Building-Structu...	5,071.40
100-231-42302	Travel & Training/Mileage,..	195.37
100-231-42512	Admin Exp/Abatement	9,600.00
100-231-43102	Utilities/Water	1,587.85
100-231-43103	Utilities/Electricity & Pow...	3,435.69
100-231-43105	Utilities/Cable	64.97
100-231-44410	Safety Clothing	821.73
100-231-46201	Insurance/General Liability	123,484.37
100-341-41009	Emp Benefits/Workers C...	16,826.93
100-341-42101	Prof Svcs/Professional Ser...	116.50
100-341-42302	Travel & Training/Mileage,..	281.12
100-341-42303	Travel & Training/Meal Al...	34.00
100-341-42510	Admin Exp/Software Purch	9,750.00
100-341-46201	Insurance/General Liability	43,859.63
100-341-47107	FF&E/Furniture (not-capit...	541.94
100-342-41009	Emp Benefits/Workers C...	1,973.76
100-342-44306	Other Materials Supp/Ma...	735.32
100-342-46201	Insurance/General Liability	5,144.65
100-343-41009	Emp Benefits/Workers C...	16,254.42
100-343-42107	Prof Svcs/Equipment Mai...	497.33
100-343-42108	Prof Svcs/Building-Structu...	845.14
100-343-43102	Utilities/Water	2,281.58
100-343-44306	Other Materials Supp/Ma...	822.35
100-343-46201	Insurance/General Liability	42,367.37
100-345-42108	Prof Svcs/Building-Structu...	250.00
100-345-43102	Utilities/Water	9,210.87
100-345-43103	Utilities/Electricity & Pow...	22.41
100-345-44306	Other Materials Supp/Ma...	254.20
100-345-47101	FF&E/Equipment	4,986.02
100-465-41009	Emp Benefits/Workers C...	2,851.04
100-465-42201	Office Expense	133.41

Account Summary

Account Number	Account Name	Payment Amount
100-465-46201	Insurance/General Liability	7,431.28
100-466-42101	Prof Svcs/Professional Ser...	7,690.70
100-466-42401	Dues & Pub/Memberships	3,409.00
100-551-42511	Admin Exp/Equipment Re...	142.77
105-221-41008	Emp Benefits/Long Term ...	118.80
105-221-41009	Emp Benefits/Workers C...	21,276.39
105-221-46201	Insurance/General Liability	55,457.21
105-231-41009	Emp Benefits/Workers C...	9,859.91
105-231-46201	Insurance/General Liability	25,699.98
106-222-41009	Emp Benefits/Workers C...	1,930.15
106-222-46201	Insurance/General Liability	5,030.96
106-231-41009	Emp Benefits/Workers C...	5,428.66
106-231-46201	Insurance/General Liability	14,149.87
106-342-47205	Improvements/Streets	3,976.94
106-345-47101	FF&E Equipment	16,223.77
200-342-43102	Utilities/Water	57.28
200-342-43103	Utilities/Electricity & Pow...	316.58
201-343-43102	Utilities/Water	567.50
201-343-43103	Utilities/Electricity & Pow...	66.42
205-227-41009	Emp Benefits/Workers C...	184.49
205-227-46201	Insurance/General Liability	480.88
209-551-41009	Emp Benefits/Workers C...	8,182.34
209-551-42101	Prof Svcs/Professional Ser...	391.00
209-551-42515	Admin Exp/Special Events	2,500.00
209-551-46201	Insurance/General Liability	21,327.39
209-552-41009	Emp Benefits/Workers C...	4,392.20
209-552-42107	Prof Svcs/Equipment Mai...	518.41
209-552-42108	Prof Svcs/Building-Structu...	941.29
209-552-43102	Utilities/Water	1,982.06
209-552-43103	Utilities/Electricity & Pow...	4,551.19
209-552-43802	Program Cost/Class Fees	1,430.35
209-552-43804	Program Cost/Food Progr...	1,701.45
209-552-43809	Program Cost/Newsletter	293.88
209-552-43810	Program Cost/Center Mai...	405.00
209-552-46201	Insurance/General Liability	11,448.33
209-553-41009	Emp Benefits/Workers C...	2,173.20
209-553-42108	Prof Svcs/Building-Structu...	487.00
209-553-46201	Insurance/General Liability	5,664.49
209-554-41009	Emp Benefits/Workers C...	4,068.04
209-554-42108	Prof Svcs/Building-Structu...	633.94
209-554-43102	Utilities/Water	38.31
209-554-46201	Insurance/General Liability	10,603.40
209-555-36405	Recreation Chg/Summer P..	150.00
209-557-42101	Prof Svcs/Professional Ser...	14,906.29
209-557-42107	Prof Svcs/Equipment Mai...	78.00
209-557-42108	Prof Svcs/Building-Structu...	633.81
209-557-44306	Other Materials Supp/Ma...	332.14
209-558-43102	Utilities/Water	394.70
212-20345	Developer Deposit/Pinole...	294.75
212-20346	Developer Deposit/830-8...	8,057.50
212-461-41009	Emp Benefits/Workers C...	8,472.87
212-461-42101	Prof Svcs/Professional Ser...	88,900.96
212-461-42514	Admin Exp/Special Depart	375.00
212-461-43102	Utilities/Water	21.69
212-461-46201	Insurance/General Liability	22,084.65
212-462-41009	Emp Benefits/Workers C...	11,179.54
212-462-42101	Prof Svcs/Professional Ser...	48,909.86
212-462-43102	Utilities/Water	57.69

Account Summary

Account Number	Account Name	Payment Amount
212-462-46201	Insurance/General Liability	29,139.61
217-117-42101	Prof Svcs/Professional Ser...	19,615.00
226-000-34223	Fees/CASp Fee \$4	90.80
276-644-34404	Impact Fees/Wastewater	4,943.00
285-464-42101	Prof Svcs/Professional Ser...	675.76
285-464-43102	Utilities/Water	17.18
310-347-43102	Utilities/Water	934.98
317-345-41009	Emp Benefits/Workers C...	282.89
317-345-46201	Insurance/General Liability	737.34
500-641-41009	Emp Benefits/Workers C...	26,608.55
500-641-42108	Prof Svcs/Building-Structu...	508.00
500-641-43102	Utilities/Water	2,066.56
500-641-43103	Utilities/Electricity & Pow...	66,896.21
500-641-44302	Other Materials Supp/Slu...	4,668.65
500-641-44303	Other Materials Supp/Ch...	3,043.87
500-641-44304	Other Materials Supp/Pe...	3,231.00
500-641-44305	Other Materials Supp/Lab...	6,259.50
500-641-44306	Other Materials Supp/Ma...	14,492.88
500-641-44410	Safety Clothing	1,542.00
500-641-46201	Insurance/General Liability	69,355.55
500-641-47107	FF&E/Furniture (not-capit...	604.23
500-641-47201	Improvements/Building	22,379.00
500-642-41009	Emp Benefits/Workers C...	6,411.28
500-642-42510	Admin Exp/Software Purch	9,750.00
500-642-43103	Utilities/Electricity & Pow...	632.55
500-642-46201	Insurance/General Liability	16,711.10
505-119-41009	Emp Benefits/Workers C...	5,557.06
505-119-43102	Utilities/Water	55.49
505-119-46201	Insurance/General Liability	14,484.51
525-118-42106	Prof Svcs/Software Maint...	14,961.60
525-118-42510	Admin Exp/Software Purch	645.00
525-118-43101	Utilities/Telephone	3,111.33
750-463-42101	Prof Svcs/Professional Ser...	4,440.49
	Grand Total:	1,804,796.81

Project Account Summary

Project Account Key	Payment Amount
None	1,785,181.81
21711742101ER2101	19,615.00
Grand Total:	1,804,796.81

Approved By:  Date: 7/14/2022



CITY COUNCIL REPORT

9C

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL
PROGRAM MANAGER**

**SUBJECT: APPROVE A SECOND 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 NORTHER SANTA FE RAILROAD (CIP PROJECT
#RO1710)**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) approving a second amendment to the Consulting Services Agreement with Quincy Engineering Inc. dated May 26, 2020 (the "Agreement") to increase the total amount paid for services by \$83,400 in an amount not to exceed \$1,011,100 and authorizing the City Manager to execute the second amendment to the Agreement, in a form approved by the City Attorney.

BACKGROUND

The replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe (BNSF) railroad is an approved project in the current adopted Capital Improvement Plan (CIP Project # RO1710, the "Project"). The San Pablo Avenue bridge crosses over the BNSF railroad track, approximately 900 feet northeast of the intersection of San Pablo Avenue and Pinole Valley Road and serves as the area's direct route between the cities of Pinole and Hercules, without using the freeway.

The existing bridge was constructed in 1938 and does not meet American Association of State Highway and Transportation Officials (AASHTO) design standards for current and projected future average daily traffic (ADT). Every two years, the bridge is thoroughly inspected by the State of California Department of Transportation (Caltrans) and rated on 140 elements and assigned a Sufficiency Rating (SR) score between 0 to 100. The SR is an overall measure of the bridge condition and sufficiency to remain in service life and used as a criterion to determine eligibility for federal funds and prioritization. The latest 2020 Caltrans Structure Maintenance and Investigation Report indicates that the bridge has a SR of 33.5 and has a status of "Structurally Deficient." The condition and age of the bridge warrant replacement and made the structure eligible for Federal Highway

Administration (FHWA) Highway Bridge Program (HBP) replacement funding. The purpose of the Project is to provide a safe, modern bridge and roadway that enhances and supports multi-modal transportation.

On February 18, 2020, City Council adopted Resolution 2020-07 to authorize the City Manager to negotiate and execute an agreement with Quincy Engineering in an amount not to exceed \$877,900 to initiate preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, preliminary coordination with BNSF railroad, preparation of a project report, utility coordination, and environmental technical studies to support completion of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents.

The Project was introduced to the West Contra Costa Transportation Advisory Committee (WCCTAC) in September 2020, and later presented to both the City Councils of Pinole and Hercules. The presentations covered the purpose and need of the Project, an introduction to the Project development process, an overview of Project considerations and challenges, and Highway Bridge Program funding constraints.

On July 6, 2021, City Council adopted Resolution 2021-54 to authorize the City Manager to execute an amendment to the Consulting Services Agreement with Quincy Engineering Inc., for an additional \$49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees, which were all not included in Quincy Engineering Inc.'s original scope of work.

City staff routinely coordinates with the City of Hercules staff to share Project information. In February 2021, City staff attended a meeting hosted by a Hercules homeowner's association (Hercules by the Bay) to discuss the Project and address community questions and concerns. In November 2021, a website (www.pinolespabridge.com) was launched to provide Project information and provide access to recorded meetings.

On December 8, 2021, a virtual public workshop was held to present design alternatives and answer questions for members of the public. Postcard invitations were mailed to all Pinole residents and Hercules residents who live near the Project. The City of Hercules also conducted outreach to invite residents to the workshop. The workshop was broadcast on Pinole Community Television (PCTV), and a recording is available for viewing on the Project website.

On March 1, 2022, the Pinole City Council reviewed two design alternatives for the Project and accepted Alternative 1 as the preferred design alternative and authorized conducting additional studies to proceed with preparation and environmental documents. In addition, City Council also authorized staff to draft a Memorandum of Understanding with the City of Hercules regarding Project development and construction coordination, which would need to be approved by the City Council prior to execution.

Alternative 1 involves demolition of the existing four-lane bridge and construction of a new bridge in the same location. A temporary two-lane detour route with temporary bridge

would be constructed northwest of the existing bridge to detour traffic around the Project site during the approximate 18-month construction period.

On June 30, 2022, City staff hosted a virtual meeting to provide an update on the Project to the Hercules by the Bay homeowners association and to answer questions and address concerns.

REVIEW & ANALYSIS

Quincy Engineering Inc. has prepared materials and presented to stakeholders about potential bridge alignments and design options, overall process, Project updates, and provided responses to community concerns at the following public meetings:

1. West Contra Costa Transportation Authority – 09/20/2020
2. City of Pinole City Council – 01/19/2021
3. City of Hercules City Council – 01/26/2021
4. Community Meeting – 12/08/2021
5. City of Pinole City Council – 03/01/2022
6. Hercules by the Bay Homeowners Association – 06/30/2022

These meetings were not in Quincy Engineering Inc.'s original scope of work. Quincy Engineering Inc.'s original scope of work included one public meeting which is a CEQA hearing. To advance the Project, staff anticipates that Quincy Engineering Inc. will need to participate in 3 additional stakeholder meetings with both City Councils of Pinole and Hercules, and another community meeting. Quincy Engineering Inc. has determined the estimated cost of 9 public meetings is \$83,400, to be billed on a time and materials basis. Additional details on scope of work and costs are provided in Attachment B.

FISCAL IMPACT

Staff recommends approval of a second amendment to the Agreement to increase the total amount paid for services rendered by Quincy Engineering Inc. by \$83,400 to a total amount of not to exceed \$1,011,100.

Staff does not expect there to be any new fiscal impact to the Project budget as the proposed amendment for \$83,400 has already been incorporated into the FY 2022/23 Capital Budget.

ATTACHMENT(S)

A. Resolution

B. Additional Scope of Work and Cost

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH QUINCY ENGINEERING INC. DATED MAY 26, 2020 (THE “AGREEMENT”) TO INCREASE THE TOTAL AMOUNT PAID FOR SERVICES BY \$83,400 IN AN AMOUNT NOT TO EXCEED \$1,011,100 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan that includes the replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe (BNSF) railroad (CIP Project # RO1710, the “Project”); and

WHEREAS, on February 18, 2020, City Council adopted Resolution 2020-07 to authorize the City Manager to negotiate and execute an agreement with Quincy Engineering in an amount not to exceed \$877,900 to initiate preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, preliminary coordination with BNSF railroad, preparation of a project report, utility coordination, and environmental technical studies to support completion of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents; and

WHEREAS, on July 6, 2021, City Council adopted Resolution 2021-54 to authorize the City Manager to execute an amendment to the Consulting Services Agreement with Quincy Engineering Inc., for an additional \$49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees; and

WHEREAS, Quincy Engineering Inc. has prepared and presented Project information to stakeholders at various public meetings; and

WHEREAS, with the exception of a California Environmental Quality Act (CEQA) hearing, public meetings were not in Quincy Engineering’s original scope of work; and

WHEREAS, to advance the Project, staff anticipates that Quincy Engineering Inc. will need to participate in additional public meetings.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve a second amendment to the Consulting Services Agreement with Quincy Engineering Inc. dated May 26, 2020 (the “Agreement”) to increase the total amount paid for services by \$83,400 in an amount not to exceed \$1,011,100 and authorize the City Manager to execute the second amendment to the Agreement, in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th of July by the following vote, to-wit:

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 19th day of July 2022.

Heather Bell, CMC
City Clerk



Amendment 2 Scope

TASK 5: PUBLIC OUTREACH

Quincy Engineering will coordinate and conduct a series of public meetings in collaboration with the City of Pinole. These activities may include leading public workshops, attending City Council/commission meetings and other project-specific meetings. The purpose of these meetings will be to introduce and provide details to project stakeholders within the community.

Task 5.1 – Public Meetings

Quincy will participate in nine (9) public meetings/workshops for the community to participate, learn, and provide feedback about the project as requested by the City of Pinole. The nine public meetings may include:

- One (1) West Contra Costa Transportation Advisory Committee Presentation
- Two (2) City of Pinole City Council Presentation
- Two (2) City of Hercules City Council Presentation
- One (1) Project specific Community Meeting
- One (1) Project specific Hercules by the Bay Meeting
- Two (2) additional community meetings/presentations as requested

Quincy will work with the City to identify the public meetings needed to provide information to community stakeholders. Once the purpose and need for the public meetings have been determined, Quincy will develop the materials needed to conduct the presentations as required. The presentations will be reviewed and approved by City staff in advance of the meetings. Presentations inform stakeholders and the community about potential bridge alignments and design options, overall process, project updates, and solicit any new issues or concerns local residents might have with the projects (e.g., aesthetics, noise, etc.). Additional outreach with the public will occur as part of the public meetings that will be conducted during the environmental review process as required for NEPA and CEQA approvals.

Task 5 Deliverables

- ✓ Lead the preparation and City review of nine (9) public meetings
- ✓ Attend and/or facilitate as requested nine (9) public meetings (additional meetings may be required as needed)
- ✓ Create materials for all public meetings, including but not limited to presentation slides, flyers/handouts, agendas, comment cards

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Consultant **Quincy Engineering, Inc.**
 Project Name San Pablo Avenue Bridge Replacement Project
 Project No. _____ Contract No. _____ Date 7/7/2022

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Lemon, Robert	RBL	\$75-\$130	0	\$ 113.00	\$ -
Principal Engineer *	Jurens, Jason	JPJ	\$75-\$130	120	\$ 100.00	\$ 12,000.00
Project Manager I	Johnson, Michele	MOJ	\$50-\$110	24	\$ 96.54	\$ 2,316.96
Senior Engineer	McCauley, Scott	SAM	\$50-\$120	32	\$ 82.95	\$ 2,654.40
Senior Engineer	Vaggione, Matthew	MMV	\$50-\$120	32	\$ 75.73	\$ 2,423.36
Associate Engineer	Mitchell, Andrew	AKM	\$40-\$85	40	\$ 69.92	\$ 2,796.80
Engineering Designer I	Truchement, Thomas	TLT	\$30-\$50	80	\$ 41.59	\$ 3,326.88
Engineering Designer IX	Poglase, Craig	DCP	\$50-\$90	40	\$ 64.25	\$ 2,570.00
				368		\$ 28,088.40

LABOR COSTS

a) Subtotal Direct Labor Costs \$28,088.40
 b) Estimated Salary Increases for Multi-Year Project \$0.00 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$28,088.40

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%):
 f) Overhead (Rate: 130.79%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$10,954.48
 g) Overhead [(c) x (f)] \$36,736.82
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$47,691.29

FIXED FEE

k) Fixed Fee (10.0%):
 l) **TOTAL FIXED FEE** [(c) + (j)] x (k) \$7,577.97

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	miles @	\$0.625	\$0.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	1 @	\$42.34	\$42.34
Vendor Reproduction			
	Vellum @		\$0.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	Subtotal Vendor Reproduction		<u>\$0.00</u>
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			<u>\$0.00</u>

m) **TOTAL OTHER DIRECT COSTS** \$42.34 \$42.34

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

0 \$0.00
\$0.00 \$0.00

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **\$83,400.00**

NOTES:

1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item "b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 3

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**Consultant Quincy Engineering, Inc.Contract No. 0Date 7/7/2022**San Pablo Avenue Bridge Replacement Project****1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 28,088.40	368	=	\$76.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation =		5.0%		
	Avg Hourly Rate		Proposed Escalation	
Year 1	\$76.33	+	2.5%	= \$78.24 Year 1 Avg Hourly Rate
Year 2	\$78.24	+	5.0%	= \$82.15 Year 2 Avg Hourly Rate
Year 3	\$82.15	+	5.0%	= \$86.26 Year 3 Avg Hourly Rate
Year 4	\$86.26	+	5.0%	= \$90.57 Year 4 Avg Hourly Rate
Year 5	\$90.57	+	5.0%	= \$95.10 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	368.0	=	368.0	Estimated Hours Year 1
Year 2	0.00%	*	368.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	368.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	368.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	368.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	368.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$76.33	*	368	=	\$28,088.40	Estimated Hours Year 1
Year 2	\$78.24	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$82.15	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$86.26	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$90.57	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$28,088.40	
Direct Labor Subtotal before Escalation				=	\$28,088.40	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

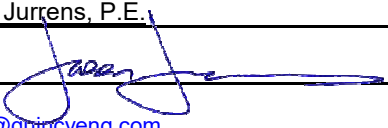
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurgens, P.E. Title *: Regional Manager
Signature:  Date of Certification (mm/dd/yyyy): 07/01/2022
Email: jasonj@quincyeng.com Phone Number: 916.368.9181
Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Public Outreach supporting Bridge Replacement

Cost Proposal

	Project Name: San Pablo Avenue Bridge Replacement Project										Quincy Total Hours							
	TASKS	Principal Engineer	Principal Engineer	Project Manager I	Senior Engineer	Senior Engineer	Associate Engineer	Engineering Designer I	Engineering Designer IX	0		Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget			Subconsultant Subtotal
		RBL	JPJ	MOJ	SAM	MMV	AKM	TLT	DCP	blank		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier			
No.	Initial Hourly Rate	\$113.00	\$100.00	\$96.54	\$82.95	\$75.73	\$69.92	\$41.59	\$64.25	\$0.00								
Bridge Replacement													2.6979	10%	2.9677			
											0	\$0	\$0	\$0.00	\$0			\$0
5	PUBLIC OUTREACH										0	\$0	\$0	\$0.00	\$0			\$0
5.1	Public Meetings		120	24	32	32	40	80	40		368	\$28,088	\$75,780	\$7,577.97	\$83,358			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
											0	\$0	\$0	\$0.00	\$0			\$0
												\$0						\$0
	Subtotal- Hours	0	120	24	32	32	40	80	40	0	368	\$28,088.40	\$75,779.69	\$7,577.97	\$83,357.66			0
	Estimated Salary Increases for Multi-Year Project											\$0.00	\$0.00	\$0.00	\$0.00			
	Other Direct Costs														\$42.34			0
	Total Cost	\$0	\$12,000	\$2,317	\$2,654	\$2,423	\$2,797	\$3,327	\$2,570	\$0	\$28,088	\$28,088	\$75,780	\$7,578	\$83,400	\$0	\$0	\$0



CITY COUNCIL REPORT

9D

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL
PROGRAM MANAGER**

**SUBJECT: APPROVE AN AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP,
INC. FOR PRELIMINARY ENGINEERING SERVICES AND DESIGN
SERVICES FOR THE SENIOR CENTER AUXILIARY PARKING LOT
(CIP PROJECT # FA1901) BY \$35,000**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) approving an amendment to the Consulting Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. dated February 10, 2021 to increase the total amount paid for preliminary engineering and design services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by \$35,000 to a total amount not to exceed \$485,458.

BACKGROUND

The development of 2548 Charles Street (Fowler house lot), into a parking lot to serve the Senior Center is an approved project in the City's adopted Capital Improvement Plan and known as the Senior Center auxiliary parking lot (CIP Project # FA1901, the "Project"). The parking lot will be designed to be a multi-benefit project that includes pavement structural selection, striping, lighting, bicycle parking, electric vehicle charging stations, stormwater capture and retention, and drought tolerant landscaping. The Project aims to maximize the number of parking spaces while allowing access for both vehicle and pedestrians and includes aesthetic design components.

On December 10, 2021, staff released a Request for Proposals (RFP) for preliminary engineering and design services to advance six (6) projects including the Senior Center Auxiliary Parking Lot to the construction phase. Through the selection process, CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant) was identified as best qualified and on February 2, 2021, City Council adopted Resolution 2021-07 to accept the Consultant's proposal and award a contract for preliminary engineering and design services for six (6) projects in an amount not to exceed \$450,458 of which \$191,655 was identified for the Senior Center auxiliary parking lot project.

On February 15, 2022, City Council received information and provided direction on the implementation of various projects in the adopted CIP, including the Senior Center Auxiliary parking lot project. Staff presented two conceptual plans to maximize the parking by combining the existing Senior Center Parking lot with the 2548 Charles Avenue parcel. City Council directed staff to proceed with the full buildout scenario which would result in a net increase of 20 parking stalls, installation of electric vehicle charging stations, and construction of a row of support columns, pier foundations, and conduit to support the installation of solar panels in the future.

On May 17, 2022, City Council reviewed the Preliminary Proposed CIP for FY 2022/23 through FY 2026/27 and directed staff to provide information on installation of a solar carport at the Senior Center. On June 7, 2022, City Council reviewed the Revised Proposed CIP for FY 2022/23 through FY 2026/27 and received information on the installation of a solar carport at the Senior Center. City Council accepted staff's recommendation to amend the Senior Center auxiliary parking lot construction budget for FY 2023/24 to include \$500,000 for the installation of a solar carport and complete design in FY 2022/23. Based on an analysis of pre-pandemic energy consumption data, it was estimated that a double-cantilever carport installed in conjunction with backup battery storage will provide adequate power to meet the Senior Center's current standard energy demand.

REVIEW & ANALYSIS

The Consultant's original scope of work did not include the design of a major solar relay. The Consultant has identified a budget of \$35,000 to be billed on a time and materials basis to expand the scope of work for the Senior Center auxiliary parking lot. The expanded scope will include confirmation of sizing of the solar array and backup battery system, soils assessment, foundation and electrical design. Additional details are provided in Attachment B.

Staff recommends approval of an amendment to the Agreement to increase the total amount paid for services rendered by the Consultant by \$35,000 to a total amount of not to exceed \$485,458. The amendment would increase the total preliminary engineering and design cost for the Senior Center auxiliary parking lot project to \$226,655.

FISCAL IMPACT

Staff does not expect there to be any new fiscal impact to the Senior Center auxiliary parking lot project budget as the proposed amendment for \$35,000 has already been incorporated into the FY 2022/23 Capital Budget.

ATTACHMENT(S)

A. Resolution

B. Additional Scope of Work and Cost

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. TO INCREASE THE AMOUNT PAID FOR PRELIMINARY ENGINEERING AND DESIGN SERVICES FOR THE SENIOR CENTER AUXILIARY PARKING LOT (CIP PROJECT # FA1901) BY \$35,000 TO A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$485,458.

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan (CIP) which includes the Senior Center auxiliary parking lot (CIP Project # FA1901), as a funded project; and

WHEREAS, on February 2, 2021, City Council adopted Resolution 2021-07 to award a contract to CSW/Stuber-Stroeh Engineering Group, Inc. (“Consultant”) for preliminary engineering and design services for six (6 projects), including the Senior Center auxiliary parking lot (CIP Project # FA1901, the “Project”) in an amount not to exceed \$450,458; and

WHEREAS, the total budget identified for the Project in the Consultant’s original proposal was \$191,655; and

WHEREAS, on several occasions City Council received information and discussed installation of solar at the Senior Center; and

WHEREAS, on June 7, 2022, City Council accepted staff’s recommendation to amend the Project’s construction budget for FY 2023/24 to include \$500,000 for the installation of a solar carport as part of the Project;

WHEREAS, the Consultant’s original scope of work did not include the design of a major solar relay; and

WHEREAS, the Consultant identified a budget of \$35,000 to be billed on a time and materials basis to incorporate design of a solar carport into the Project; and

WHEREAS, the budget increase of \$35,000 would increase the total preliminary engineering and design cost for the Project to \$226,655.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approves an amendment to the Consulting Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. to increase the amount paid for preliminary engineering and design services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by \$35,000 to a total agreement amount not to exceed \$485,458 and authorizes the City Manager to execute an amendment to the Agreement, in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th of July by the following vote, to-wit:

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 19th day of July 2022.

Heather Bell, CMC
City Clerk



Project Number: 20192031-20

June 13, 2022

Misha Kaur
Capital Improvement and Environmental Program Manager
Public Works
Administration & Engineering
2131 Pear Street
Pinole, CA 94564

Subject: Additional Services Request - Solar Array at Pinole Senior Center

Dear Ms. Kaur:

Thank you for the opportunity to support the City of Pinole in developing the Senior Center Auxiliary Parking Lot project. Per our recent discussion, we understand the City seeks to proceed with the solar canopy to supplement the Center's energy needs. The Senior Center currently has a 600 ampere at 480 volt primary service from PG&E. Based upon our review of PG&E's invoices pre COVID-19, the Center consumed on average about 476 kWh each day. Thus, a 120 kW solar array is required. The final sizing of the array requires further evaluation.

In our original proposal, we did not incorporate the design of a major solar relay. Thus, we respectfully request consideration for an additional contract allowance. For this allowance, we will complete the following tasks.

- 1. Design Refinement.** Based upon the electrical usage, we will finalize the size and type of solar canopy proposed for the parking area. This will include confirming the array's layout to maximize sunlight while minimizing impact to lot layout, lighting, and trees. We will coordinate with several solar canopy vendors to establish performance parameters to be included in the bid package. Our team will incorporate the final design into the plans and specifications as well as coordinate the subconsultant team.
- 2. Soils Assessment.** We will retain a subconsultant to acquire a soil sample to a depth of about 5 feet to establish the soil's engineering properties as well as bearing capacity. This information will support the foundation design of the solar canopy. Our subconsultant will secure and pay for exploration permits from the County. We will provide a memorandum of the results.
- 3. Foundation Design.** Based upon the size of the solar array and soils conditions, we will retain a subconsultant to prepare the design of a foundation system for canopy. This will likely be a spread footing. The analysis will factor in both wind and seismic loads. We will provide a detail in the plans as well as summary of the calculations.
- 4. Electrical Design.** We will retain a sub consultant to prepare drawings to modify the existing panel for the solar array including providing an option for an external power connection such as a generator as well as a battery backup system. This will include a single line diagram of the modifications in the plans.

The total cost to complete the scope of services is about \$35,000 to be invoiced on a time and materials not to exceed basis. A summary of the costs per phase includes the following:

Tasks	Description	Hours	Cost
1	Design Refinement	70	\$ 10,000
2	Soils Assessment	Subconsultant	\$ 12,000
3	Foundation Design	Subconsultant	\$ 7,000
4	Electrical Design	Subconsultant	\$ 6,000

We appreciate the opportunity to serve the City and your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Stevens', with a stylized flourish at the end.

Robert Stevens, PE, TE
Principal

CSW | ST 2



CITY COUNCIL REPORT

9E

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: ROXANE STONE, DEPUTY CITY CLERK AND HEATHER BELL,
CITY CLERK

SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE
COLLECTION CHARGES FALLING DELINQUENT BETWEEN
JANUARY AND APRIL 2022, CONSIDERED AT AN
ADMINISTRATIVE HEARING ON JUNE 2, 2022

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the placement of liens for the purpose of collecting outstanding payments for garbage collection services pursuant to PMC Section 8.08.110 (b) and (c).

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on June 2, 2022, regarding unpaid garbage collection services that fell delinquent between January and April 2022. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 122 properties on which liens are being imposed, representing a total of \$62,554.58 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$7320.00; the total lien amount including recovery fees are \$69,874.58.

Following approval by Council, a revised list will be provided to the City Clerk for recording, removing properties where accounts have been brought current since the publication of this report.

ATTACHMENT

A: Resolution

RESOLUTION NO. 2022-XX

**RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS
ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA
COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING
CONDUCTED JUNE 2, 2022**

WHEREAS, pursuant to the Municipal Code of the City of Pinole, Chapter 8.08, Section 8.08.090, subscription to garbage collection service is required for all premises in the City of Pinole, and the premises described in Exhibit "A" located in the City of Pinole, County of Contra Costa, State of California, were provided with garbage collection services as required by PMC, Chapter 8.08; and

WHEREAS, pursuant to the provisions of Section 8.08.110, the owners of said premises were notified in writing of their requirement to subscribe to and make payment for garbage collection services as provided in said Code Section; and

WHEREAS, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between January and April 2022); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on June 2, 2022; and

WHEREAS, as a result thereof, the City of Pinole has incurred expenses for delinquent collection charges and administrative costs as enumerated in Exhibit "A"*, which amounts remain unpaid.

NOW THEREFORE BE IT RESOLVED that pursuant to Section 8.08.110 of the Municipal Code of the City of Pinole, the City Council of the City of Pinole does hereby place a lien against said premises for the amounts as described above and as applicable to each specific premise identified as Exhibit "A" attached hereto and, by this reference, incorporated herein; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this resolution with the Office of the Recorder of Contra Costa County, California.

PASSED AND ADOPTED this 19th day of July 2022, by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 19th day of July 2022.

Heather Bell, CMC
City Clerk

* Exhibit A is not included as an attachment to this resolution that is posted on the City website or disseminated as part of the City Council Agenda Packet. The names of the individuals are confidential until the liens are recorded and become public record.



CITY COUNCIL REPORT

9F

DATE: JULY 19, 2022

TO: MAYOR AND COUNCILMEMBERS

FROM: STACY SHELL, HUMAN RESOURCES DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JULY 1, 2022 – JUNE 30, 2023

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding ("MOU") between the City and Pinole Police Employees' Association ("PPEA") for the period of July 1, 2022 – June 30, 2023.

BACKGROUND

The current MOU between the City and PPEA expired on June 30, 2022. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of PPEA must meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

Prior to the commencement of this round of negotiations, the City undertook a thorough review of the current MOU. The City's labor relations consultant, IEDA, reviewed the MOU for potential clean up and clarifying matters, as had frontline Human Resources and Finance staff.

During the negotiations process, the PPEA presented two (2) agreement package options which included a number of economic and non-economic proposals and the City provided counter proposals.

REVIEW AND ANALYSIS

The City's negotiating team first met with PPEA on April 28, 2022, to commence negotiations for a successor MOU. Throughout the negotiations process, the City and PPEA exchanged proposals.

The City and PPEA met four (4) times, with the exchange of counter proposals occurring throughout. After meeting and conferring, including the exchanging of counter proposals, the City and PPEA reached a Total Tentative Agreement ("TTA") on June 9, 2022. PPEA members met and notified the City that the membership ratified the TTA on June 28, 2022.

The successor agreement (Exhibit A to the attached resolution) is for a one (1) year period. Outlined below are the significant economic changes to the existing MOU for the period of July 1, 2022 – June 30, 2023. A summary of all the changes to the MOU are reflected in the TTA on Attachment B.

Cost of Living Adjustment

- A Cost-of-Living Adjustment (“COLA”) of three percent (3%) effective the first full pay period following June 30, 2022.

Equity Adjustment

Based on the City’s desire to attract and retain quality employees, the City and PPEA agreed to an equity adjustment to the employees’ base hourly rate in order to increase employees’ salary commensurate to comparator agencies.

- An equity adjustment of three percent (3%) effective the first full pay period following June 30, 2022.

Medical

- Effective July 18, 2022, the City’s contribution toward the employee’s health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.
- Effective January 1, 2023, the City’s contribution toward the employee’s health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Educational Degree Pay

PPEA proposed modifying education degree pay from a flat dollar rate to a percentage of base pay in the MOU, which would allow eligible employee(s) to receive a monthly educational degree pay differential of two-point five percent (2.5%) of the employee’s base wage rate for an associate degree/Intermediate Peace Officer Standards and Training (“POST”) Certificate or five percent (5%) of the employee’s base wage rate for a bachelor’s degree/Advanced POST Certificate. To be eligible for the pay, an employee must hold a degree or certificate beyond their job classification minimum requirements.

Retirement

Over the years, the City’s total annual contribution to CalPERS, on behalf of current and retired employees, has increased due to a number of factors. Because the current employees cost sharing agreement is tied to the City’s total annual contribution percentage, which addresses City costs for current employees and retirees, employees’ share of the City’s cost has increased on an annual basis. In FY 2021/22, for classic safety members, the employee’s cost sharing percentage is twenty-two-point one percent (22.1%) of their base hourly rate, and for classic miscellaneous members, the

employee's cost sharing percentage is nineteen-point nine percent (19.9%) which is higher than other agencies in the County. (CalPERS considers 9% to be the expected employee contribution for classic safety members and 8% for classic miscellaneous members.)

The change to the retirement section of the MOU eliminates the cost sharing formula and establishes a fixed percentage which employees will contribute toward the City's Total Contribution Amount.

- Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate).
- Effective the pay period which includes July 1, 2022, Classic Miscellaneous employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate).

In addition to the economic proposal listed above, the City agreed to include language in the MOU pertaining to three other provisions. The three meet and confer items relate to call back provisions, holidays, and probationary period for sworn personnel and are listed as follows:

- Employees called back to work for meetings and/or training shall receive three (3) hours minimum call back pay;
- Add the Juneteenth holiday; and
- Promotional probationary period for Police Sergeants shall be twelve (12) months.

All economic and non-economic revisions, agreed to by the City and PPEA, are listed in the attached redline version of the MOU between the City and PPEA.

The City continues to appreciate the willingness of our employees to settle negotiations in a cooperative spirit and we are pleased to be able to provide an increase in our employees' base salaries and total compensation. This agreement represents an amenable compromise between the City and our employees and will increase retention and recruitment of experienced employees.

FISCAL IMPACT

The total cost of the provisions for this bargaining unit under a one-year agreement is estimated at \$492,714. However, the adopted FY 2022/23 Operating and Capital Budget already included a 3% COLA and reduced cost sharing formula for PPEA, so the net additional total cost is estimated at \$287,132.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

ATTACHMENTS

- Attachment A Resolution
 Exhibit A - Memorandum of Understanding between the City of Pinole
 and Pinole Police Employees' Association for the period of July 1, 2022
 – June 30, 2023
- Attachment B Total Tentative Agreement – signed June 9, 2022 and ratified June 28,
 2022; Redlined Memorandum of Understanding between the City of
 Pinole and Pinole Police Employees' Association

RESOLUTION 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JULY 1, 2022 – JUNE 30, 2023

WHEREAS, the Memorandum of Understanding between the City of Pinole and Pinole Police Employees' Association ("PPEA") expired on June 30, 2022; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of PPEA to negotiate a successor agreement; and

WHEREAS, representatives of the City and PPEA reached a Total Tentative Agreement for a successor Memorandum of Understanding on June 9, 2022, and

WHEREAS, the City agreed to retroactivity of the economic changes to the Memorandum of Understanding effective the first full pay period following June 30, 2022; and

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2022 – June 30, 2023, was ratified by the membership of PPEA on June 28, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and PPEA for the period of July 1, 2022 – June 30, 2023, as provided in Exhibit A, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on July 19, 2022 the by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 19th day of July, 2022.

Heather Bell, CMC
City Clerk

City of Pinole

MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the
Pinole Police Employees Association

July 1, 2022 to June 30, 2023

**PINOLE POLICE EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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ARTICLE 1. RECITALS

The City of Pinole ("City") and the Pinole Police Employees Association ("Association") have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives Defined

The Association may designate at least one (1) employee and not more than three (3) employees as its association representative(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

3.02 Time Off for “Meet and Confer”

The City shall afford said association representative(s) reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

3.03 Notice to Supervisors

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

3.04 Release Time for General Membership Meetings

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or his/her designee within seven (7) calendar days of such meeting to be held.

3.05 Emergency General Membership Meetings

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or his/her designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six (6) meeting maximum for the calendar year.

An emergency meeting is defined as a “serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

3.06 Association Activities

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or his/her designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank. Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty-four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

General Wage Increases

FY22-23

Effective the first full pay period after June 30, 2022 and following ratification by the Association and adoption by the City Council, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2022.

Market Equity Adjustments

FY22-23

Effective the first full pay period after June 30, 2022 and following ratification by the Association and adoption by the City Council, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2022.

4.02 Longevity Pay

Employees will receive an additional 3% increase of their base hourly rate when they have reached 15 years of service.

4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

Advancement within a salary range, following new hire appointment, is based on performance, requires the approval of the City Manager, and shall be effective at the beginning of a pay period. Employees are eligible for their first salary range advancement

- after completion of their FTO training and upon a determination of satisfactory service.
- Thereafter, an employee with satisfactory service may advance within the salary range upon successful completion of their 18-month probationary period; and after every twelve (12) months of satisfactory service performance until they reach the top of the salary range.

The City Manager, with the recommendation of the Department Head, and based upon meritorious service under exceptional circumstances may provide an employee a salary range increase greater than one (1) salary step.

4.04 Promotional Probationary/Increment within Range (Sworn)

A sworn employee who is promoted to a higher classification is eligible for advancement within the salary range after twelve (12) months from the promotion appointment and satisfactory service performance.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may receive a City take home vehicle. Authorization for the take home vehicle may be rescinded at any time by the Chief.

Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay at the rate of:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

Designated employees assigned to stand-by are required to remain continuously available for the time period assigned.

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and/or Sergeants assigned a canine shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay as full compensation for canine duties. This constitutes compensation for handling of the dog both on duty and off duty. The parties agree that this provision meets Fair Labor Standards Act (FLSA) provisions. Canine Pay shall apply to all sworn Police Department employees assigned a canine owned by the City and used for Police Department business.

5.03 Motorcycle Traffic Patrol

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

5.04 Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.06 Crime Prevention

One Officer and one Sergeant assigned to Crime Prevention shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's base hourly rate while performing the duties of Corporal.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For full-time regular employees, the City shall contribute toward the employee's health premium based on employees' coverage eligibility as follows:

Rates:	2021 Kaiser
One Party Coverage:	\$ 813.64
Two Party Coverage:	\$1,627.28
Family Coverage:	\$2,115.46

Effective July 18, 2022, the City contribution towards employee health care premiums will be up to the 2021 CalPERS Kaiser rates for one-party, two-party and family coverage. Effective January 1, 2023, the City contribution towards employee health care will be the 2022 CalPERS Kaiser rates for one-party, two-party and family coverage.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.
- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:
(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85

18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject.

The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting "employee only" coverage and those selecting "employee plus one dependent" coverage, the City's contribution shall not exceed the lesser of the "employee only" or "employee plus one dependent" monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly

scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

During the term of this MOU the City agrees to provide orthodontic coverage for the employee plus two or more dependents with the City paying up to the family premium for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at \$40,000 each. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee’s expense.

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and his/her eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 – Public Safety Plan Defined

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- Tier I - Sworn employees hired prior to January 1, 2013 - 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II - Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 – CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 - Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

Sworn employees in Tier II (PEPRA) shall pay the amount required by CalPERS.

9.03 – CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion be a shared cost as outlined below:

- a) Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen

percent (15%) total contribution (9% employee rate + 6% share of the employer rate).

9.04 – Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 - 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 – CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPRA.

9.06 – CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial

calculations. The City and the Association agree that the Employer Contribution Rate will be a shared cost as outlined below:

- a. Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate)..

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular straight-time rate of pay.

10.03 Compensatory Time Off

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be

submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall accrue one and one-half hour of compensatory time.

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall use one hour of compensatory time from their accrual bank. If an employee does not have compensatory time available, they will be charged one hour of vacation time from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

The City agrees to pay a shift differential of 5% of base hourly rate as follows:

- Sergeants or Officers who work the “night team” shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers assigned to the “night team” shift from 7:00 p.m. to 7:00 a.m.

Shift Differential shall only be paid for hours actually worked.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee’s base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. “Call Back” time begins when the Officer or Sergeant reports to the Police Station.

12.02 Definition of Call Back Pay for Non-Sworn

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be

compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift, meetings requested by the affected employee, or employee participation in promotional processes.

Employees called-back to duty under this sub-section shall receive compensation for a minimum of three (3) hours or actual time worked, whichever is more.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Requirement for "Call In" to Police Hot Line

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the

night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or his/her designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

14.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.03 Extenuating Circumstances for Use of Sick Leave

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for twelve (12) holidays as follows: 12 holidays at 8 hours each, times 1.3, totaling 124.8 hours of holiday pay. Employees are compensated for 62.40 hours, paid at the employee's base hourly rate, twice a year – in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes

16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

16.06 Pay for Actual Holidays Worked-Dispatchers

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4th, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the base hourly rate and will not receive holiday pay.

16.07 Holiday Pay Waiver In-Lieu of Work Furlough – Dispatchers

In lieu of unpaid work furlough, employees agree to waive twelve (12) days (96 hours) of holiday pay in fiscal year 2010/2011.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$1,000 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or

- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

17.06 Other Provisions

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

18.03 Amount of Safety Equipment Allowance

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

18.05 Body Armor

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

18.06 Issuance of City Owned Safety Equipment

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

18.07 Other Provisions

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or his/her designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their base hourly rate.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at his/her discretion.

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

20.03 Designation of a Dispatcher as a Trainer

The Police Chief and/or his/her designee may designate a Dispatcher as a Trainer at his/her discretion.

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5)% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS

21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims

The City shall pay a total of thirty-five dollars (\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Pay

Effective the first full pay period after June 30, 2022 the City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate 2.5% of base salary
- BA Degree or Advanced POST Certificate 5.0% of base salary

This Educational Degree Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description. The education incentive amounts above do not compound.

23.02 Maximum Amount Provided

The maximum education incentive for which an employee is eligible is five percent (5%) of base salary. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City's "Travel and Training Policy."

24.02 Training Day Hours-Out of Town

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at the base hourly rate. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. No background shall be performed on a Member of this association except as required by law.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules. However, the promotional probationary period for sworn Sergeants shall be twelve (12) months.

26.02 Probationary Period Non-Sworn

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the

Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Chief of Police prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

29.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure

or discrimination in the application of a rule or policy shall be a violation of City policy.

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, an attorney or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his/her representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the

Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10) calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular base hourly rate compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

29.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 30. SCOPE AND SEVERABILITY

30.01 Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

The City and the Association acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

30.02 If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

ARTICLE 31. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, 2022 through June 30, 2023.

The parties shall schedule their first meeting to negotiate a successor agreement no later than April 1, 2023.

[Signatures on next page]

For the City of Pinole:

Andrew Murray, City Manager

Date

Stacy Shell, Human Resources Director

Date

Gregory Ramirez, IEDA Labor Consultant

Date

For the Pinole Police Employees Association:

Jon Roberts, President

Date

Kyle Breckinridge, Bargaining Team

Date

Barry Duggan, Bargaining Team

Date

Scott Russo, Bargaining Team

Date

Jim Bickert, Labor Representative

Date

City of Pinole to Pinole Police Employees Association
Negotiations 2022 – Conceptual Package Proposal (B)
June 9, 2022

City of Pinole (“City”) presents the following conceptual package “counter proposal” for consideration by Pinole Police Employees Association (“Association”) for either acceptance or rejection in its entirety.

The City reserves the right to modify or withdraw this conceptual package “counterproposal” at any time subject to the duty to bargain in good faith. If the Parties achieve agreement on the below terms, the terms will not constitute a formal tentative agreement until and unless the conceptual agreement terms below are reduced in their entirety to final contract language acceptable to both Parties and until initialed by the Parties Chief Negotiators. All proposals not specifically included below shall be deemed withdrawn by their respective Party.

As a responsive settlement document this document or the terms set forth below may not be introduced or referenced in any way during any subsequent impasse, factfinding, or other proceeding.

The following items to be included in a successor MOU between the Parties:

Term (§31): One year, MOU to expire June 30, 2023

Salary Adjustments (§4.01):

Combined total base wage increase of six percent (6%), as follows:

General Wage Increase

Effective the first full pay period after June 30, 2022 and following ratification by the Association and adoption by the City Council, whichever is later, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2022.

Market Equity Adjustment

Effective the first full pay period after June 30, 2022 and following ratification by the Association and adoption by the City Council, whichever is later, and concurrent with any general wage increase provided above, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2022.

Pension (§9.03 & §9.06):

Classic Safety

Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate).

Classic Miscellaneous

Effective the pay period which includes July 1, 2022, Classic Miscellaneous employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate).

Medical Insurance Program (§6.01):

The City shall contribute toward full-time regular employees’ health premiums as indicated below:

06/09/2022

gcr 
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- a. Effective July 18, 2022, the City's contribution to health insurance premiums will be up to the 2021 Kaiser rates for each applicable category (1-party, 2-party, or family).
- b. Effective January 1, 2023, the City's contribution to health insurance premiums will be up to the 2022 Kaiser rates for each applicable category (1-party, 2-party, or family).

Call Back Pay During Meetings and /or Training (§12.03):

Section to be modified to reflect a three (3) hour minimum call back.

Holidays (§16.01 & §16.04):

Sections to be modified to reflect the addition of a paid Juneteenth holiday.

Amount of Educational Degree Pay (§23.01):

Section to be modified to reflect the City will pay a 2.5% incentive for an AA/Intermediate POST Certificate or 5.0% incentive for a BA/Advanced POST Certificate for employees holding same beyond their classification as outlined in the respective job description.

Probationary Period-Sworn Officer (§26.01):

Section to be modified to reflect that a promotional probationary period for sworn Sergeants shall be twelve (12) months.

END

Tentatively Agreed 06/09/2022

For the City

Gregory C. Ramirez

FOR THE RPEA

James M. Bickert

City of Pinole

MEMORANDUM OF UNDERSTANDING



POLICE

Between the City of Pinole and the
Pinole Police Employees Association

July 1, 2020-2022 to June 30, 2022-2023

**PINOLE POLICE EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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ARTICLE 1. RECITALS

The City of Pinole (“City”) and the Pinole Police Employees Association (“Association”) have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding (“MOU”) for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City’s Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City’s agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives Defined

The Association may designate at least one (1) employee and not more than three (3) employees as its association representative(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

3.02 Time Off for “Meet and Confer”

The City shall afford said association representative(s) reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

3.03 Notice to Supervisors

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

3.04 Release Time for General Membership Meetings

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or his/her designee within seven (7) calendar days of such meeting to be held.

3.05 Emergency General Membership Meetings

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or his/her designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six (6) meeting maximum for the calendar year.

An emergency meeting is defined as a “serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

3.06 Association Activities

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or his/her designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank. Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty-four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

General Wage Increases

~~FY20-21~~22-23

Effective the first full pay period after June 30, ~~2020-2022~~ and following ratification by the Association and adoption by the City Council, ~~whichever is later~~, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, ~~2020~~2022.

~~FY21-22~~

~~Effective the first full pay period after June 30, 2021 and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2021.~~

Market Equity Adjustments

~~FY20-21~~22-23

Effective the first full pay period after June 30, ~~2020-2022~~ and following ratification by the Association and adoption by the City Council, ~~whichever is later~~, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, ~~2020~~2022.

~~FY21-22~~

~~Effective the first full pay period after June 30, 2021 and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2021.~~

4.02 Longevity Pay

Employees will receive an additional 3% increase of their base hourly rate when they have reached 15 years of service.

4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

Advancement within a salary range, following new hire appointment, is based on performance, requires the approval of the City Manager, and shall be effective at the beginning of a pay period. Employees are eligible for their first salary range advancement

- after completion of their FTO training and upon a determination of satisfactory service.
- Thereafter, an employee with satisfactory service may advance within the salary range upon successful completion of their 18-month probationary period; and after every twelve (12) months of satisfactory service performance until they reach the top of the salary range.

The City Manager, with the recommendation of the Department Head, and based upon meritorious service under exceptional circumstances may provide an employee a salary range increase greater than one (1) salary step.

4.04 Promotional Probationary/Increment within Range (Sworn)

A sworn employee who is promoted to a higher classification is eligible for advancement within the salary range after twelve (12) months from the promotion appointment and satisfactory service performance.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may receive a City take home vehicle. Authorization for the take home vehicle may be rescinded at any time by the Chief.

Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay at the rate of:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

Designated employees assigned to stand-by are required to remain continuously available for the time period assigned.

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and/or Sergeants assigned a canine shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay as full compensation for canine duties. This constitutes compensation for handling of the dog both on duty and off duty. The parties agree that this provision meets Fair Labor Standards Act (FLSA) provisions. Canine Pay shall apply to all sworn Police Department employees assigned a canine owned by the City and used for Police Department business.

5.03 Motorcycle Traffic Patrol

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

5.04 Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.06 Crime Prevention

One Officer and one Sergeant assigned to Crime Prevention shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's base hourly rate while performing the duties of Corporal.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For full-time regular employees, the City shall contribute toward the employee's health premium based on employees' coverage eligibility as follows:

	(*see Footnote) 2017-2021 Kaiser
Rates:	
One Party Coverage:	\$ 733.39 <u>813.64</u>
Two Party Coverage:	\$1,466.78 <u>1,627.28</u>
Family Coverage:	\$1,906.81 <u>2,115.46</u>

~~*These rates are effective following the Association and the City and notification and approval by CalPERS Health but no sooner than April 1, 2018.~~

Effective ~~January 1, 2018~~July 18, 2022, the City contribution towards employee health care premiums will be up to the ~~2017-2021~~ CalPERS Kaiser rates for one-party, two-party and family coverage. Effective January 1, ~~2019~~2023, the City contribution towards employee health care will be the ~~2018-2022~~ CalPERS Kaiser rates for one-party, two-party and family coverage.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.
- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject.

The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment

based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

During the term of this MOU the City agrees to provide orthodontic coverage for the employee plus two or more dependents with the City paying up to the family premium for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at \$40,000 each. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee’s expense.

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and his/her eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 – Public Safety Plan Defined

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- Tier I - Sworn employees hired prior to January 1, 2013 - 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II - Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 – CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 - Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

Sworn employees in Tier II (PEPRA) shall pay the amount required by CalPERS.

9.03 – CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion be a shared cost as outlined below:

a) Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate). The City will establish a maximum baseline rate of 16% for the annual Employer's Contribution Rate.

~~b) Should the annual Employer's Contribution Rate increase above 16%, the City and the Association will share equally (50/50) the difference.~~

~~Effective the full pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee contribution and Employee's Share of the City's contribution) for Tier I employees at 20.00%. In the event the annual CalPERS Employer Contribution for tier I increase exceeds 5.0% of the prior Years' contribution rate, the additional amount above the 5.0% increase shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 7%, then the City will pay 5% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 20% to 21% to include a 1% increase for employees.~~

9.04 – Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 - 2.5% @ 55 plan with Single Highest Year Compensation Formula

- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- **Military Buy Back**
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- **Service Credit for Unused Sick Leave**
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 – CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPRA.

9.06 – CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate will be a shared cost as outlined below:

- Effective the pay period which includes July 1, 2022, Classic Safety employees cost share retirement contribution shall be reduced to fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate). The City will establish a maximum baseline rate of 13.009% for the annual Employer Contribution Rate.

~~b. Any Employer Contribution Rate in excess of the 13.009% cap will be equally shared between the City and the Association members as follows:~~

~~➤ Shared amount calculated as: Total employer contribution, minus cap of 13.009%, multiplied by 50% (equal share of contribution).~~

~~Effective the full pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) at 16.00%. In the event the annual CalPERS Employer Contribution increase exceeds 4.0% of the prior years' contribution rate, the additional amount above the 4.0% shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 16% to 17% to include a 1% increase for employees.~~

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular straight-time rate of pay.

10.03 Compensatory Time Off

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the

employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall accrue one and one-half hour of compensatory time.

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall use one hour of compensatory time from their accrual bank. If an employee does not have compensatory time available, they will be charged one hour of vacation time from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

The City agrees to pay a shift differential of 5% of base hourly rate as follows:

- Sergeants or Officers who work the "night team" shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers assigned to the "night team" shift from 7:00 p.m. to 7:00 a.m.

Shift Differential shall only be paid for hours actually worked.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the Officer or Sergeant reports to the Police Station.

12.02 Definition of Call Back Pay for Non-Sworn

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does ~~not~~ apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay ~~also~~ does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift, meetings requested by the affected employee, or employee participation in promotional processes.

Employees called-back to duty under this sub-section shall receive compensation for a minimum of three (3) hours or actual time worked, whichever is more.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Requirement for “Call In” to Police Hot Line

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or his/her designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

14.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.03 Extenuating Circumstances for Use of Sick Leave

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for ~~eleven (11)~~twelve (12) holidays as follows: ~~11~~12 holidays at 8 hours each, times 1.3, totaling ~~114.40~~124.8 hours of holiday pay. Employees are compensated for ~~57.26~~62.40 hours, paid at the employee's base hourly rate, twice a year – in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
<u>June 19th</u>	<u>Juneteenth</u>
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving

December 25

Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes

16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

16.06 Pay for Actual Holidays Worked-Dispatchers

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4th, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the base hourly rate and will not receive holiday pay.

16.07 Holiday Pay Waiver In-Lieu of Work Furlough – Dispatchers

In lieu of unpaid work furlough, employees agree to waive twelve (12) days (96 hours) of holiday pay in fiscal year 2010/2011.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$1,000 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or
- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

17.06 Other Provisions

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or

replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

18.03 Amount of Safety Equipment Allowance

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

18.05 Body Armor

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

18.06 Issuance of City Owned Safety Equipment

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

18.07 Other Provisions

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or his/her designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their base hourly rate.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at his/her discretion.

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

20.03 Designation of a Dispatcher as a Trainer

The Police Chief and/or his/her designee may designate a Dispatcher as a Trainer at his/her discretion.

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5%) salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS

21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims

The City shall pay a total of thirty-five dollars (\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Pay

Effective the first full pay period after June 30, 2022 ~~The the~~ City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate ~~\$125 per month~~ 2.5% of base salary
- BA Degree or Advanced POST Certificate ~~\$225 per month~~ 5.0% of base salary

This Educational Degree Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description. The education incentive amounts above do not compound.

23.02 Maximum Amount Provided

The maximum education incentive for which an employee is eligible is ~~\$225 per month~~ five percent (5%) of base salary. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee

must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

Upon completion of the course(s) with a passing grade of “C” or better, or “pass” if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee’s own time and at his/her own expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City’s “Travel and Training Policy.”

24.02 Training Day Hours-Out of Town

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at the base hourly rate. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. No background shall be performed on a Member of this association except as required by law.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules. However, the promotional probationary period for sworn Sergeants shall be twelve (12) months.

26.02 Probationary Period Non-Sworn

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Chief of Police prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step

brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

29.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, an attorney or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his/her representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10) calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular base hourly rate compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

29.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 30. SCOPE AND SEVERABILITY

30.01 Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

The City and the Association acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

30.02 If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

ARTICLE 31. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, ~~2020~~2022 through June 30, ~~2022~~2023.

The parties shall ~~begin-schedule their first~~ meeting to negotiate a successor agreement no later than ~~January 1, 2022~~April 1, 2023.

[Signatures on next page]

For the City of Pinole:

Andrew Murray, City Manager

Date

Stacy Shell, Human Resources Director

Date

Gregory Ramirez, IEDA Labor Consultant

Date

For the Pinole Police Employees Association:

~~Les Lopez~~ Jon Roberts, President

Date

Kyle Breckinridge, Bargaining Team

Date

Barry Duggan, Bargaining Team ~~Jon Roberts~~

Date

Scott Russo, Bargaining Team

Date

Jim Bickert, Labor Representative ~~Justin Takacs~~

Date

~~Jim Bickert, Business Agent~~

Date



CITY COUNCIL REPORT

9G

DATE: JULY 19, 2022

TO: MAYOR AND CITY COUNCIL

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PINOLE AND LDW INVESTMENT GROUP, LLC FOR THE SALE OF PROPERTY LOCATED AT 612 TENNENT AVE (APN: 401-142-011) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND AN AFFORDABLE HOUSING REGULATORY AGREEMENT IN SUCH FORM AS APPROVED BY THE CITY ATTORNEY AND THE CITY MANAGER

RECOMMENDATION

Staff recommends that the City Council approve a Purchase and Sale Agreement (PSA) and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, each by and between the City of Pinole and LDW Investment Group, LLC (the "Buyer"), for the sale of property located in the City of Pinole at 612 Tennent Avenue (APN: 401-142-011) (the "Property").

BACKGROUND

In 2007, the former Redevelopment Agency purchased the Property with low- and moderate-income housing funds. The former Redevelopment Agency purchase this property along with the property at 648 Tennent Ave, which is now the Youth Center.

In 2012, the California State Legislature passed AB 26 (as amended by AB 1484 and SB 107, the "Dissolution Law") dissolving redevelopment agencies statewide. In accordance with the Dissolution Law, the Successor Agency was required to prepare a list and plan to dispose of all properties owned by the Redevelopment Agency at the time it was dissolved. Additionally, all former Redevelopment Agencies were also required to submit a Housing Asset Inventory Report (HAI) to the Department of Finance (DOF) by the summer of 2012. The Agency had a couple of housing properties and numerous outstanding loans in which Housing funds were utilized and therefore completed and submitted the HAI report to the Department of Finance (DOF) on July 31, 2012. The DOF approved the report on February 15, 2013.

The City put out a request for proposals for the sale of the Property on February 14, 2022 and selected the proposal from the Buyer to purchase the Property for construction of four residential rental units.

REVIEW AND ANALYSIS

On May 20, 2022, the City entered negotiations with the Buyer for the sale of the Property. The parties negotiated the Purchase and Sale Agreement substantially in the form attached to this staff report.

- **Purchase and Sale Agreement**

Below are the key negotiated deal points of the Purchase and Sale Agreement, which is now in a substantial form for City Council consideration and approval.

- Recital G: The Buyer desires to purchase the Property and proposes to renovate the existing structures located on the Property to provide four residential rental units.
- Section 2.2: Purchase Price – the purchase price is \$400,000.
- Section 3.3 Buyer's Deposit – requires Buyer to deposit \$12,000 into the escrow account. The Deposit is applicable to the Purchase Price at closing. The Deposit is non-refundable after the Due Diligence Contingency Period has expired.
- Section 4.2 Due Diligence Contingency Period – provides that the Buyer have sixty (60) days from the contract effective date to complete physical inspection of the property and due diligence related to the purchase.
- Section 4.3 Satisfaction of Due Diligence Contingency – provides that the Buyer have the ability to terminate the Purchase Agreement prior to the end of the sixty (60) day due diligence period for any reason with a full refund of their Deposit.
- Section 5.1 Closing – Buyer agrees to close escrow no later than ninety (90) days from the expiration of the Due Diligence Contingency Period (150 days from Effective date of Agreement) unless the parties agree to any extension.
- Section 5.3 City's Conditions to Closing – established obligations that Buyer must complete prior to closing escrow, including obtaining City approval of all entitlements (building permit for construction of the residential units including Americans with Disability Act improvements) needed to construct the project.
- Section 5.5(d) Closing Costs – Each party agrees to pay one-half of escrow fees and recording fees. The Buyer will pay title insurance, title report, and pro-rated property taxes costs. The City will pay all governmental conveyance fees and all transfer taxes and.

There are other sections within the Purchase and Sale Agreement that are not listed above, which reflect standard language on warranties and covenants, insurance, indemnification, breach, or default by the Buyer.

- **Affordable Housing Regulatory Agreement**

Buyer, as a condition of closing, has agreed to enter into an Affordable Housing Regulatory Agreement (the “**Regulatory Agreement**”) to maintain one housing as affordable to a low-income household for a period of fifty-five (55) years following the closing on the Property.

- Buyer agrees that it will comply with the income and rent restrictions contained in the Regulatory Agreement.
- From the effective date of the Regulatory Agreement, one unit must be occupied (or if vacant, available for occupancy) by eligible households whose income does not exceed low income (as defined in the Regulatory Agreement).

Each year, the City will require that the property owner comply with a recertification of tenant’s income to assure that the restricted unit is occupied by an eligible tenant whose income falls within the restriction requirements.

Staff recommends that City Council permit the City Manager to execute the Purchase and Sale Agreement and the Regulatory Agreement, as prepared by the City Attorney, with such changes as are approved by the City Attorney and the City Manager.

FISCAL IMPACT

Sale proceeds and expenditures associated with the sale of 612 Tennent Ave, will be deposited in the City’s low- and moderate-income housing fund.

ATTACHMENTS:

- A. Resolution
 - Exhibit A: Purchase and Sale Agreement
 - Exhibit B: Regulatory Agreement

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PINOLE AND LDW INVESTMENT GROUP, LLC FOR THE SALE OF PROPERTY LOCATED AT 612 TENNENT AVE (APN: 401-142-011) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND AN AFFORDABLE HOUSING REGULATORY AGREEMENT IN SUCH FORM AS APPROVED BY THE CITY ATTORNEY AND THE CITY MANAGER

WHEREAS, the City of Pinole (the “**City**”) is the owner of certain property located at 612 Tennent Ave. in the City, known as County Assessor’s Parcel Number 401-142-011-6 (the “**Property**”); and

WHEREAS, the Property was purchased by the former Redevelopment Agency of the City of Pinole (the “**Agency**”) with low- and moderate-income housing funds in accordance with Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.); and

WHEREAS, on June 29, 2011 the legislature of the State of California (the “**State**”) adopted Assembly Bill x1 26 (“**AB 26**”) (together with AB 1484 and SB 107, the “**Dissolution Law**”), which dissolved redevelopment agencies in the State, including the Agency; and

WHEREAS, pursuant to the Dissolution Law, the City agreed to become the housing successor to the Agency; and

WHEREAS, the Property was transferred to the City pursuant to the housing asset transfer agreement approved February 15, 2013; and

WHEREAS, the City put out a request for proposals for the sale the Property and desires to convey the Property to LDW Investment Group, LLC, a California limited liability company (the “**Buyer**”) for construction of four (4) residential rental units (the “**Project**”); and

WHEREAS, according to the Section 17.32 of the Pinole Municipal Code the Buyer is required to rent one (1) residential unit to a very low -income household; and

WHEREAS, the City and the Buyer have negotiated a Purchase and Sale Agreement and Joint Escrow Instructions (the “**Purchase Agreement**”), substantially in the form on file with the City Clerk, setting forth the terms and conditions under which City will sell the Property to the Buyer; and

WHEREAS, prior to or concurrently with closing on the Property, the City and the Buyer will enter into an Affordable Housing and Rental Restriction Agreement (the “**Regulatory Agreement**”), in the form on file with the City Clerk, which will restrict one residential unit in the Project to a low income household for a minimum of fifty-five years; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Purchase Agreement and believes that the sale of the Property pursuant to the Purchase Agreement is in the best interests of the City of Pinole and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds and determines that the recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves the Purchase and Sale Agreement, substantially in the form on file with the City Clerk.

SECTION 3. The City Manager (or his designee) is hereby authorized to make revisions to the Purchase Agreement, in consultation with the City Attorney, that do not materially or substantially increase the City obligations thereunder, to execute the Purchase Agreement, to make all approvals and take all actions necessary or appropriate to carry out the Purchase Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Purchase Agreement, this Resolution and any related documents.

SECTION 4. The City Manager (or his designee) is hereby authorized to execute the Regulatory Agreement, in a form on file with the City Clerk, with such changes as are authorized by the City Attorney and the City Manager.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th day of July, 2022, 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 19th day of July, 2022.

Heather Bell, CMC
City Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of July __, 2022 (the “**Effective Date**”) by and between the City of Pinole, a California municipal corporation (“**City**”) and LDW Investment Group, LLC, a California limited liability (the “**Buyer**”). City and Buyer are each referred to as a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

A. City is the owner of certain property located at 612 Tennent Ave. in the City, known as County Assessor’s Parcel Number 401-142-011-6 (the “**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property was purchased by the former Redevelopment Agency of the City of Pinole (the “**Agency**”) with low- and moderate-income housing funds in accordance with Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.).

C. On June 29, 2011 the legislature of the State of California (the “**State**”) adopted Assembly Bill x1 26 (“**AB 26**”) (together with AB 1484 and SB 107, the “**Dissolution Law**”), which dissolved redevelopment agencies in the State, including the Agency.

D. Pursuant to the Dissolution Law, the City agreed to become the housing successor to the Agency.

E. The Property was transferred to the City pursuant to the housing asset transfer agreement approved February 15, 2013.

F. City put out a request for proposals for the sale the Property and selected Buyer’s proposal to purchase the Property.

G. Buyer desires to purchase the Property and proposes to renovate the existing structure located on the Property to provide four (4) residential rental units, of which two (2) units will be constructed as live/work units (the “**Project**”).

H. Pursuant to Pinole Municipal Code Section 17.32 (the “**Inclusionary Housing Ordinance**”) the Buyer will be required to rent one of the residential units in the Project at an affordable housing cost.

I. Prior to Closing (defined below) on the Property, the City and the Buyer will enter into an Affordable Housing and Rental Restriction Agreement (the “**Regulatory Agreement**”).

J. The purchase price for the Property is Four Hundred Thousand Dollars (\$400,000) (the “**Purchase Price**”).

K. City desires to sell the Property to Buyer, and Buyer desires to purchase the property from City in accordance with the terms of this Agreement, and the Pinole Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, City and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, City agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from City.

2.2 Purchase Price. The purchase price to be paid by Buyer to City for the Property is Four Hundred Thousand Dollars (\$400,000) (the “**Purchase Price**”).

2.3 Payment of Purchase Price. The Purchase Price will be paid in immediately available funds to Seller from Buyer at Closing (defined in Section 5 below).

3. ESCROW.

3.1 Escrow Account. Seller has opened an escrow account (the “**Escrow**”) maintained by Old Republic Title Company as Escrow No. _____, located at 1000 Burnett Ave., Suite 400, Concord, CA 94523, Attn: Donna Jones (the “**Escrow Holder**”). Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within five (5) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the “**Opening of Escrow.**”

3.3 Buyer's Deposit. Upon Opening of Escrow, the Buyer shall deposit Twelve Thousand Dollars and No/100 (\$12,000.00) into Escrow (the “**Deposit**”). The Deposit is non-refundable after the Due Diligence Contingency Period has expired but applicable to the Purchase Price at Closing. In the event Buyer does not approve

Due Diligence on or before the expiration of the Due Diligence Contingency Period, Buyer's deposit shall be immediately returned to Buyer and this Agreement shall terminate.

4. DUE DILIGENCE AND PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Within three days of Opening of Escrow, Escrow Holder will deliver a Preliminary Title Report for the Property (the "**Preliminary Report**") to Buyer and City. Buyer will review the Preliminary Report and approve all of the following exceptions to title, (the "**Permitted Exceptions**"): (a) standard printed exceptions in the Preliminary Report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; (c) any exceptions approved in writing by Buyer.

4.2 Due Diligence Contingency Period. Buyer will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property, including review of the Regulatory Agreement. City shall provide to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to agreements, plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that City has in its possession not later than five (5) days following the Effective Date. All physical inspections must be coordinated with City's representative. Buyer hereby agrees to indemnify and hold City harmless for any damage to the Property caused (but not merely revealed) by Buyer's inspections.

4.3 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in its sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period and receive a refund of Buyer's Deposit. Buyer hereby agrees to provide written notice to City prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves any due diligence items. Upon provision of such notice to City, this Agreement will terminate, and all amounts deposited by Buyer into escrow, together with interest thereon, if any, will be returned to Buyer, and neither Party will have any further rights or obligations hereunder except those which expressly survive the termination of this Agreement. If Buyer fails to notify City in writing of its approval of its due diligence on or before the expiration of the Due Diligence Contingency Period, it will be conclusively presumed that Buyer has approved due diligence.

4.4 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require City to provide certain disclosures regarding natural hazards affecting the Property. City agrees to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing (the “**Closing**” or “**Close of Escrow**”) will occur no later than ninety (90) days from the expiration of the Due Diligence Contingency Period (“**Closing Date**”) or such other date that the Parties agree in writing.

5.2 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer's sole discretion) on or before the Closing Date:

(a) Buyer has approved the condition of the Property.

(b) City has performed all obligations to be performed by City pursuant to this Agreement.

(c) City's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue an ALTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price.

5.3 City's Conditions to Closing. The Close of Escrow and City's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before the Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(c) Buyer has received approval from the City of all entitlements and building permits, including but not limited to approval of all Americans with Disabilities Act improvements and tenant improvements, needed to construct the Project. If Buyer has not received the required entitlements by the Closing Date, and such delay is not caused by the City, this Agreement will terminate immediately.

5.4 Conveyance of Title. City will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by City to Buyer in an “as is” condition, with no warranty, express or implied, by City as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials or hazardous waste (as defined by state and federal law); provided, however, that the

foregoing shall not relieve City from disclosure of any such conditions of which City has actual knowledge.

5.5 Deposits into Escrow.

(a) Deliveries by City. City shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (ii) the executed Regulatory Agreement; (iii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "Non-Foreign Affidavit"); and (iv) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131.

(b) Deliveries by Buyer. No less than one (1) business day prior to the Close of Escrow, Buyer shall deposit into escrow immediately available funds in the amount, which together with the Deposit plus interest thereon, if any, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) Buyer's escrow fees, recording fees and Closing Costs (defined below); (iii) the cost of the Title Policy; and (iv) the executed Regulatory Agreement.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) record the Regulatory Agreement; (iii) disburse to City the Purchase Price; (iv) deliver to Buyer the Non-Foreign Affidavit, the California Certificate and the original recorded grant deed; (v) pay any commissions and other expenses payable through escrow; and (vi) distribute to itself the payment of escrow fees and expenses required hereunder.

(d) Closing Costs. Each party will pay one-half of escrow fees and recording fees. Buyer will pay title insurance, title report costs and pro-rated property taxes and Seller will pay all governmental conveyance fees and all transfer taxes (collectively, the "**Closing Costs**"). Buyer will pay all Broker Fees, if any.

(e) Pro-Rations. At the Close of Escrow, the Escrow Holder shall make the following prorations: (i) property taxes will be prorated as of the close of escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the close of escrow but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the Property at the close of escrow will be assumed by Buyer. City does not pay ad valorem property taxes.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to City's actual knowledge any such statement becomes

untrue prior to Closing, City will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing.

(a) Authority. City is a municipal corporation, lawfully formed, in existence and in good standing under the laws of the State of California. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Buyer is a valid and binding agreement of City.

(b) Encumbrances. City has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. City will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force.

(c) There are no agreements affecting the Property except those which have been disclosed by City. There are no agreements that will be binding on the Buyer or the Property after the Close of Escrow.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive Close of Escrow or the expiration or termination of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 Buyer's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to City that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify City in writing and City shall have at least three (3) business days thereafter to determine if City wishes to proceed with Closing.

(a) Buyer have the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by City shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by City, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from City or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until City is able to perform; or (iii) to terminate this Agreement upon written notice to City, whereupon City shall cause Escrow Holder to send Deposit to City and return to Buyer any other sums placed into the Escrow by Buyer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY BUYER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLER'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF SELLER'S DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Buyer's Initials

Seller's Initials

8. BROKERS. City represents that no real estate broker has been retained by City in the sale of the Property or negotiation of this Agreement. City is not responsible for any broker fees related to the sale of the Property. Buyer shall indemnify, hold harmless and defend City from any and all claims, actions and liability from any commission, finder's fee, or similar charges arising out of Buyer purchase of the Property.

9. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, Buyer may not assign its rights or delegate its duties under this Agreement without the express written consent of the City, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding

whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each Party has had the opportunity to have this Agreement reviewed and revised by counsel. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Buyer: LDW Investment Group, LLC
599 Kenmore Ave.
Oakland, CA 94610
(510) 393-0548
Leonard Williams
WilliamsLSR@aol.com
Darren Williams
ldwjr1985@gmail.com

To City: City of Pinole
2131 Pear Street
Pinole, CA 94564
(510) 724-9830
Attn: City Manager

To Escrow Holder: Old Republic Title
1000 Burnett Ave., Suite 400
Concord, CA 94520
(510)-687-7880
Attn: Donna Jones

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably

withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

CITY: City of Pinole

By: _____
City Manager

Attest:

City Clerk

Reviewed as to Form:

City Attorney

BUYER: LDW Investment Group, LLC

By:
Title

EXHIBIT A

5119453.1

Recording requested by and when recorded mail
to:

City of Pinole
2131 Pear St.
Pinole, CA 94564
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN: 401-142-011-6

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF PINOLE

AND

LDW INVESTMENT GROUP, LLC

Dated _____, 2022

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is entered into effective as of _____, 2022 (the “**Effective Date**”) by and between the City of Pinole, a California municipal corporation (the “**City**”) and LDW Investment Group, LLC, a California limited liability company (“**Owner**”). City and Owner are hereinafter collectively referred to as the “**Parties.**”

RECITALS

A. Owner owns, or has the contractual right to purchase, that certain real property located at 612 Tennent St., Pinole, California 94564, also known as Contra Costa County Assessor’s Parcel Number 401-142-011-6 (the “**Property**”), as more particularly described in Exhibit A.

B. Owner intends to renovate, own and operate on the Property a residential housing project consisting of four (4) units (the “**Project**”).

C. Pursuant to Section 17.32.020 of the City of Pinole Municipal Code (the “**PMC**”), construction of a four unit residential project requires that at least one residential unit in the Project must be rented at a low income housing cost (the “**Restricted Unit**”).

D. State Law requires that the Owner enter into an agreement with the City to restrict the occupancy of the Restricted Unit for a term of fifty-five (55) years.

E. The Parties have agreed to enter into and record this Agreement in order to satisfy the conditions described in the foregoing Recitals. The purpose of this Agreement is to regulate and restrict the occupancy and rents of the Project’s Restricted Unit for the benefit of the Project occupants and the City. The covenants in this Agreement are intended to run with the land and be binding on Owner and Owner’s successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

1.1 “**Actual Household Size**” means the actual number of persons in the applicable household.

1.2 “**Area Median Income**” or “**AMI**” means the area median income for Contra Costa County, California, adjusted for Actual Household Size, determined periodically by the California Department of Housing and Community Development (“**HCD**”) as published in Section 6932 of Title 25 of the California Code of Regulations (“**Regulations**”) or successor provision published pursuant to California Health and Safety Code Section 50093(c). If HCD ceases to make such determination, Area Median Income shall be the median income applicable to Contra Costa County, with adjustments for Actual Household Size, as determined from time to time by the U.S. Department of Housing and Urban

Project (“HUD”) pursuant to the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Pinole that HUD may hereafter adopt in connection with such Act.

- 1.3 **“Assumed Household Size”** means the household size “adjusted for family size appropriate to the unit” in accordance with the California Tax Credit Allocation Committee rules and regulations.
- 1.4 **“Eligible Household”** means a household for which total household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Sections 2.1 and 2.2.
- 1.5 **“Household Income”** shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with the California Tax Credit Allocation Committee rules and regulations or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, City shall provide the Owner with a reasonably similar method of calculation of gross income as provided in 25 California Code of Regulations Section 6914.
- 1.6 **“HUD Housing Choice Voucher Program”** means the tenant-based housing assistance program under Section 8 of the United States Housing Act of 1937, as regulated by the Code of Federal Regulations, Chapter 9, Part 982, and as defined and described in 24 CFR 982.1.
- 1.7 **“Low Income Household”** means a household, with a Household Income that is less than or equal to 80% of AMI, adjusted for actual household size, as published and periodically updated applicable to Contra Costa County, as published and periodically updated by HCD pursuant to Section 50079.5 of the California Health and Safety Code.
- 1.8 **“Low Income Unit”** means the Restricted Unit, which pursuant to Section 2.1 below, is allowed to be occupied by Low Income Households.
- 1.9 **“Moderate-Income Household”** means a household, with a Household Income that is less than or equal to 120% of AMI, adjusted for actual household size, as published and periodically updated by HCD pursuant to Section 50093 of the California Health and Safety Code.
- 1.10 **“Moderate-Income Unit”** means the Unit which, pursuant to Section 2.3 below, is occupied by a Moderate-Income Household.
- 1.11 **“Project”** means the Property and the four units to be developed on the Property, and any additional improvements and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

- 1.12** “**Rent-Restricted**” means a dwelling unit for which the gross rent charged for such unit does not exceed the Qualifying Rent, as adjusted for Assumed Household Size in accordance with the HCD Regulations and guidelines.
- 1.13** “**Rent**” means the total of monthly payments by the tenant of the Restricted Unit for the following: use and occupancy of the Restricted Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.
- 1.14** “**Restricted Unit**” means the dwelling unit which is reserved for occupancy at a Qualifying Rent by a Low Income Household in accordance with and as set forth in Sections 2.1 and 2.2.
- 1.15** “**Tenant**” means a household occupying the Restricted Unit.
- 1.16** “**Term**” means the term of this Regulatory Agreement, which commences as of the Effective Date and shall terminate on the fifty-fifth (55th) anniversary of the issuance of the certificate of occupancy for the Project.
- 1.17** “**Voucher**” means the tenant-based rental subsidy issued under the HUD Housing Choice Voucher Program as defined in 24 CFR 982.4.
- 1.18** “**Qualifying Rent**” means a monthly rent which does not exceed the amounts set forth in Section 2.1 below.
- 2.** Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be subject to the occupancy and affordability restrictions set forth herein for the Term of this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. Notwithstanding the foregoing or anything to the contrary contained herein, if the terms of financing for the Project require greater affordability restrictions than those imposed hereby, the requirements of such other financing shall prevail for the term thereof.
- 2.1** Occupancy Requirements.
- 2.1.1** Low Income Units. One (1) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by a Low Income Household.

2.2 Qualifying Rent for Restricted Unit

2.2.1 Low Income Unit Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenant of the Low Income Unit shall not exceed one-twelfth (1/12th) of thirty percent (30%) of eighty percent (80%) of Area Median Income, adjusted for Assumed Household Size.

2.2.2 Acceptance of Vouchers. Owner may accept Vouchers from the Tenant for a portion or all of the Rent permitted under Section 2.2.1, but in no event shall Rent exceed the amount permitted under Section 2.2.1. If Owner accepts Vouchers, the amount due to Owner from the Tenant shall be reduced by the amount of the Voucher. Owner hereby agrees to comply with all requirements of the HUD Housing Choice Voucher Program. Failure to comply is a material breach of this Agreement and will be a default under this Agreement.

2.2.3 Rent Increases. The Rent for the Restricted Unit may be increased no more than once annually based upon updated rent schedules corresponding to the updated Area Median Income. Notwithstanding the above, in no event will any annual rent increase exceed the annual rent increase allowed pursuant to Civil Code Section 1947.12, although the parties acknowledge that the Units are not subject to such restrictions pursuant to Civil Code Section 1947.13.

2.3 Increased Income of Occupying Households.

2.3.1 Increased Income Above Low Income. In the event, upon recertification of an occupant household's income, the Owner discovers that a Low Income Household no longer qualifies as a Low Income (but does qualify as a Moderate Income Household), such household's unit shall be considered a Moderate Income Unit (and the Rent may be increased to one-twelfth (1/12th) of thirty percent (30%) of sixty percent (120%) of Area Median Income upon sixty (60) days written notice to the household) and the Owner shall rent the next available Unit to a Low Income Household to comply with the requirements of Section 2.1 above.

2.3.2 Continued Compliance. In the event an occupant household's income increases and the rent is increased as set forth in Sections 2.3.1 above, the Restricted Unit shall continue to be classified as a Low Income Unit until such time as the Unit is either vacated by the occupant or another Unit is rented at the applicable income limit.

2.4 No Condominium Conversion. Owner shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project during the term of this Agreement.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

- 2.5.1 Fair Housing.** Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.
- 2.5.2 Non-Discrimination.** The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property and the Project, nor shall the Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

3. Income Certification & Reporting

3.1 Reporting Requirements.

- 3.1.1 Tenant Certification.** Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of the Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:
- (a)** The identity and age of each member of the household; and
 - (b)** Total household income.
- 3.1.2** The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer; (5) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

3.1.3 Owner shall retain such certificates for not less than three (3) years, and upon City's request, shall make the originals available for inspection by City and shall provide copies of such certificates to City.

3.2 Annual Report; Inspections. Owner shall submit an annual report ("Annual Report") to the City in form satisfactory to City, together with a certification that the Project is in compliance with the requirements of this Agreement.

3.2.1 Owner shall submit to the City such Annual Report:

- (a)** Not later than the ninetieth (90) day after the close of each fiscal year of the City; or such other date as maybe requested by City; and
- (b)** Within fifteen (15) days after receipt of a written request, any other information or completed forms requested by City in order to comply with reporting requirements of the State of California.

3.2.2 The Annual Report shall, at a minimum, include the following information for the Restricted Project:

- (a)** Unit number;
- (b)** Identification of the Unit as a Low Income Unit or Low Income Unit; and
- (c)** Current rent and other charges;
- (d)** Dates of any vacancies during the previous year;
- (e)** Number of people residing in the unit;
- (f)** Total household income of the Tenant;
- (g)** Documentation of source of household income; and
- (h)** The information required by Section 3.1.1.

3.2.3 Upon City's request, Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to show compliance with this Agreement. The Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of federal low-income housing tax credits or tax-exempt financing, Owner may satisfy the requirements of

this Section by providing City with a copy of compliance reports required in connection with such financing.

- 3.3 On-site Inspection. Owner shall permit representatives of City to enter and inspect the Property and the Restricted Unit during reasonable business hours in order to monitor compliance with this Agreement upon 24-hours advance notice of such visit to Owner or to Owner's management agent.
- 3.4 Additional Information. The City shall have the right to examine and make copies of all books, records, or other documents of the Owner which pertain to the Restricted Unit.
- 3.5 Records. The Owner shall maintain complete, accurate and current records pertaining to the Restricted Unit, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of tenants. All tenant lists, applications and waiting lists relating to the Restricted Unit shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Restricted Unit for a period of at least five (5) years.

4. Term of Agreement.

- 4.1 Term of Restrictions. This Agreement shall remain in effect through the Fifty-fifth (55th) anniversary of the issuance of the final certificate of occupancy for the Project.
- 4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein.
- 4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge the terms of this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.
- 4.4 Notice of Expiration of Term. Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11, and any other applicable law existing at the time of expiration of the Term. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an

offer to purchase the Project to “qualified entities” (as defined in California Government Code Section 65863.11(d)), if the Project is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Project.

5. Binding Upon Successors; Covenants to Run with the Land.

5.1 Owner hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

5.2 Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. Unless managed directly by Owner, the Project shall at all times be managed by an experienced management agent reasonably acceptable to

City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the “Management Agent”).

Any contract for the operation or management of the Project entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement.

- 6.3** Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate security services for occupants of the Project.

- 6.3.1** City’s Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property.

- 6.3.2** Costs. All costs expended by City in connection with the foregoing, shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City’s invoice therefor shall bear interest at the rate of 10% per annum.

- 6.4** Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies, including without limitation possessory interest taxes, if applicable, imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as: i) Owner is contesting such charge in good faith and by

appropriate proceedings, ii) Owner maintains reserves adequate to pay any contested liabilities, and iii) On final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest.

6.5 Insurance Coverage. Prior to issuance of building permits for the Project, and continuing throughout the term of this Agreement Owner shall obtain and maintain property insurance for the risks of direct physical loss, with minimum coverage being the perils insured under the standard Causes of Loss - Special form (ISO Form CP 10 30) or its equivalent, covering all improvements, all fixtures, equipment and personal property, located on or in, or constituting a part of, the Property ("Improvements"), in an amount equal to one hundred percent (100%) of the full replacement cost of all such property. Insurance shall be provided by insurers licensed to do business in the State of California and having a rating of A-VII or better in Best Insurance Guide. Notwithstanding the forgoing, during such time that lenders providing financing for the Project impose insurance requirements that are inconsistent with the requirements set forth herein, Owner may satisfy the requirements of this Section by meeting the requirements of such lenders. Any insurance required for the Project shall name the City, and its officers, officials, employees and agents as an additional insured. Owner shall provide proof of required insurance to City upon request.

6.6 Property Damage or Destruction. If any part of the Project is damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced within 120 days after the damage or loss occurs and shall be completed within one year thereafter, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible.

7. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Contra Costa County. Owner hereby represents, warrants and covenants that with the exception of easements of record, if any, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, Owner shall not sell, assign, or otherwise transfer (whether voluntary or

involuntary) the Property or Project without the prior written consent of the City, which shall not be unreasonably withheld.

8.1.1 In addition, City shall not unreasonably withhold its consent to the sale, transfer or other disposition of the Project, in whole or in part, provided that:

- (a) The Project is and shall continue to be operated in compliance with this Agreement;
- (b) The transferee expressly assumes all obligations of Owner imposed by this Agreement;
- (c) The transferee executes all documents reasonably requested by the City with respect to the assumption of the Owner's obligations under this Agreement, and upon City's request, delivers to the City an opinion of its counsel to the effect that such document and this Agreement are valid, binding and enforceable obligations of such transferee.

8.2 Encumbrances. Owner agrees to use best efforts to ensure that any deed of trust secured by the Project for the benefit of a lender other than City ("Third-Party Lender") shall contain each of the following provisions:

8.2.1 Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner (provided however, the failure to do so shall not impair such Third-Party Lender's rights and remedies); and

8.2.2 City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure.

Owner agrees to provide to City a copy of any notice of default Owner receives from any Third-Party Lender within three (3) business days following Owner's receipt thereof.

8.3 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (“Event of Default”):

- (a)** The occurrence of a Transfer in violation of this Agreement;
- (b)** Owner’s failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Owner to cure such default within 10 days.
- (c)** Owner’s failure to comply with the HUD Housing Choice Voucher Program.
- (d)** Subject to Owner’s right to contest the following charges, Owner’s failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner’s failure to cure such default within 10 days.
- (e)** Owner’s default in the performance of any term, provision or covenant under this Agreement, and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within 30 days, Owner’s failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, but in no event longer than 120 days from receipt of the notice of default.

9.2 Remedies.

9.2.1 If within the applicable cure period, Owner fails to cure a default or fails to commence to cure and diligently pursue completion of a cure, as applicable, or if a cure is not possible, City may proceed with any of the following remedies:

- (a)** Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- (b)** For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;

(c) Pursue any other remedy allowed at law or in equity.

9.2.2 Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnification.

10.1 Notwithstanding the insurance coverage required hereunder, Owner shall defend, indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the “**Indemnified Parties**”) harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as a result of:

10.1.1 Owner's failure to perform any obligation as and when required by this Agreement;

10.1.2 Any failure of Owner's representations or warranties to be true and complete in all material respects when made; or

10.1.3 Any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers with respect to the Project or the Property, except to the extent that such losses are caused by the gross negligence or willful misconduct of such Indemnified Party.

10.2 Owner shall pay immediately upon an Indemnified Party's demand any amounts owing under the indemnity provided under this Section. The duty of Owner to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising in connection with the Project or the Property with counsel reasonably approved by City. Owner's duty to indemnify the Indemnified Parties shall survive the expiration or earlier termination of this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of

the same or any other provision hereof or a relinquishment for the future of such election.

- 11.3** Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: i) Personal delivery, in which case notice is effective upon delivery; ii) Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; iii) Nationally recognized overnight courier, in which case notice is effective on delivery if delivery is confirmed by the delivery service; iv) such other method as mutually agreed by the Parties in writing.

11.3.1 All such notices shall be sent to:

City: City of Pinole
2131 Pear St.
Pinole, CA 94564
Attn: City Manager

Owner: LDW Investment Group, LLC
599 Kenmore Ave.
Oakland, CA 94610
Attn: Leonard D. Williams, Sr.
510-393-0548
Williamslsr@aol.com
Leonard D. Williams, Jr.
ldwjr1985@gmail.com

- 11.4** Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.
- 11.5** Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.
- 11.6** Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or designee, without further approval by the governing board of the City Council.
- 11.7** Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor

in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

- 11.8** Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.
- 11.9** Time is of the Essence. Time is of the essence in the performance of this Agreement.
- 11.10** Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
- 11.11** Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.
- 11.12** Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 11.13** Entire Agreement; Exhibits. This Agreement, together with the City Documents contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.
- 11.14** 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.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY OF PINOLE
a California municipal corporation

By: _____
City Manager

LDW Investment Group, LLC
a California limited liability company

By: _____
Leonard Williams

Title: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SIGNATURES MUST BE NOTARIZED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

Exhibit A

LEGAL DESCRIPTION

(Attach legal description of Property.)

5119800.2



CITY COUNCIL REPORT

9H

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL
PROGRAM MANAGER

SUBJECT: ADOPT A RESOLUTION TO ACCEPT THE SAN PABLO AVENUE
REHABILITATION PROJECT AS COMPLETE AND TO APPROVE THE
FILING OF A NOTICE OF COMPLETION

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to accept the San Pablo Ave. Rehabilitation project (CIP Project # RO1801, the "Project") as complete and approve the filing of a Notice of Completion.

BACKGROUND

The Project was included in the City's adopted Capital Improvement Plan. The Project involves roadway rehabilitation of San Pablo Avenue from the western city limits to Pinole Shores Drive and includes installation of curb ramps, a pedestrian island median, a wood wall for erosion control, pavement stripes and markings, and asphalt pavement grinding overlay.

On July 20, 2021, City Council adopted plans and specifications for the Project which were later revised. The revised plans and specifications were adopted by the City Council on September 21, 2021. Subsequently, on September 29, 2021, City staff released the bid on www.publicpurchase.com and also posted contract documents on www.ci.pinole.ca.us/bids. Sealed bids were opened on October 25, 2021. MCK Services, Inc. was determined to be the lowest responsive and responsible bidder and was awarded the contract on November 2, 2021, for \$989,099.00. The total Project budget included a construction contingency of \$98,909.90, equal to 10% of the construction contract amount.

REVIEW & ANALYSIS

A Notice to Proceed for the Project was issued on December 8, 2021. MCK Services, Inc. (Contractor) began work after the issuance of the Notice to Proceed. Over the course of the Project, a Contract Change Order No. CC01 for \$2,378.20 was executed. MCK Services, Inc. successfully completed all contract work for the Project on June 1, 2022. Staff performed the final inspection on the Project and determined that all work has been

done in accordance with the approved Project plans and specifications. Staff recommends that the City Council accept the Project as complete and authorize staff to file a Notice of Completion with the Contra Costa County Clerk Recorder. The filing of the Notice of Completion is required to start the clock for stop notice claims as detailed in the Public Contract Code.

Further, upon acceptance, staff will furnish the Contractor with the proposed final pay amount. The proposed final pay estimate is required to inform the contractor of the City's intent to compensate the Contractor for work performed as detailed by the plans and specifications.

The Contractor is required to correct any defects for the Project that arise within one year and the Contractor has submitted the required bond to secure this obligation.

FISCAL IMPACT

There is no budget impact to this action. The final cost of this project is below the Council approved budget. The table below summarizes the expenditure of funds to MCK Services, Inc. for the Project.

Contract award on 11/02/2021	\$989,099.00
Contract contingency authorized	\$98,909.00
Total Construction authorization	\$1,088,008.90
Total Construction expense	\$1,033,741.50
Unexpended Authorized Funds	\$54,267.40

The final construction cost was \$1,033,741.50 and was above the original contract award primarily due to increase in hot mix asphalt quantity, striping, and traffic loop detector quantities.

ATTACHMENT(S)

A. Resolution

B. Notice of Completion

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ACCEPTING THE SAN PABLO AVENUE REHABILITATION PROJECT (CIP PROJECT # RO1801) AS COMPLETE AND APPROVING THE FILING OF THE NOTICE OF COMPLETION

WHEREAS, the City of Pinole (“City”) adopted the FY 2021/22 through FY 2025/26 Capital Improvement Plan (CIP) which includes the San Pablo Avenue Rehabilitation Project (CIP Project # RO1801, the “Project”) as a funded project; and

WHEREAS, the Project involves roadway rehabilitation of San Pablo Avenue from the western city limits to Pinole Shores Drive and includes installation of curb ramps, a pedestrian island median, a wood wall for erosion control, pavement stripes and markings, and asphalt pavement grinding overlay; and

WHEREAS, on July 20, 2021, City Council adopted plans and specifications for the Project which were later revised; and

WHEREAS, the revised plans and specifications were adopted by City Council on September 21, 2021; and

WHEREAS, City staff released the bid on www.publicpurchase.com and also posted contract documents on www.ci.pinole.ca.us/bids; and

WHEREAS, sealed bids were opened on October 25, 2021; and

WHEREAS, MCK Services, Inc. was determined to be the lowest responsive and responsible bidder and was awarded the contract on November 2, 2021, for \$989,099.00; and

WHEREAS, the total Project budget included a construction contingency of \$98,909.90, equal to 10% of the construction contract amount; and

WHEREAS, MCK Services, Inc. began work after a Notice to Proceed was issued on December 8, 2021; and

WHEREAS, all work on the Project was completed on time and within the Project budget in accordance with the approved Project plans and specifications; and

WHEREAS, all work of the Project was completed on June 1, 2022; and

WHEREAS, the proposed final cost of the Project is \$1,033,741.50; and

WHEREAS, the Notice of Completion has been prepared for recordation in accordance with the California Public Contract Code.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby accept the San Pablo Avenue Rehabilitation Project (CIP Project # RO1801) as complete and approves the filing of the Notice of Completion.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th of July by the following vote, to-wit:

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 19th day of July 2022.

Heather Bell, CMC
City Clerk

Recording Requested By and Return To:

City of Pinole
Public Works
2131 Pear Street
Pinole, CA 94564

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN of completion of the following public work, generally described as San Pablo Avenue Rehabilitation:

1. Description of public work improvement:

Name of project: San Pablo Ave. Rehabilitation
Contract No. #RO1801
Location of Work: On San Pablo Ave. in Pinole between the western city limits and Pinole Shores Drive.

2. Contract for the performance of such work was awarded to

MCK Services, Inc.
865 Howe Rd.
Martinez, CA 94553

3. Value of the work is \$1,033,741.50

4. Project Owner:

City of Pinole
2131 Pear Street
Pinole, CA 94564

5. The real property described herein is owned by the City of Pinole in fee.

6. Construction Lender: None

7. Date of Completion: June 1, 2022

I declare under penalty of perjury that the foregoing is true and correct.

Recording of this document is requested for and on behalf of the City of Pinole pursuant to Section 6103 and 27383 of the Government Code.

CITY OF PINOLE
A Municipal Corporation

Sanjay Mishra, P.E.
Public Works Director



CITY COUNCIL REPORT

10A

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: PINOLE SQUARE PERMIT EXTENSION (aka APPIAN 80) SHOPPING CENTER

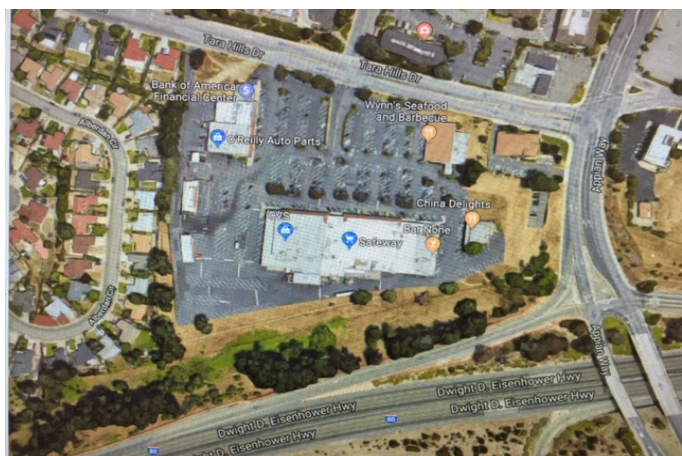
RECOMMENDATION

Staff recommends that the City Council Conduct a public hearing and adopt a Resolution approving an extension through June 16, 2023, of the entitlements adopted via Resolution Nos. 2020-50 through 2020-57 for the Pinole Square Shopping Center redevelopment project located at 1201-1577 Tara Hills Drive (APNs 402-282-002, 06, 07, 08, 09, 10, 14 & 19).

BACKGROUND

On December 21, 2017, Hillsboro Properties Inc., the owners of the Pinole Square Shopping Center, submitted multiple development applications for the re-development of the Appian 80 Shopping Center (aka, "Pinole Square") (see **Figure 1** for site location map). Due to the request for a Specific Plan Amendment to conditionally allow gas station use in the CMU Zone District, the City Council was charged with reviewing and acting on all the entitlements. The Council reviewed and approved the project and all entitlements on June 16, 2020, through Resolutions 2020-48 through 2020-57, Conditions of Approval, and a Negative Declaration for environmental clearance.

Figure 1 – Site Location Map



The Pinole Square shopping center has been a part of City of Pinole for decades. The center provides service businesses essential to the City of Pinole, the unincorporated

Tara Hills community, and regional communities due to the proximity of Interstate 80 (I-80). The project site consists of approximately 12.96 acres while the redevelopment area is approximately 11.89 acres in total. Currently, the site is developed with a Safeway grocery store, a vacant CVS pharmacy, and various other smaller businesses. The structures were developed between 1968 and 1993, with various renovations and demolition activities occurring up to 1998. The project has a General Plan Land Use Designation of Service Sub-Area (SSA), a Three Corridor Specific Plan Land Use of SSA/Appian Way Corridor, and a Zoning Designation of Commercial Mixed Use (CMU)/High Density Residential Overlay (HDRO)¹.

The applicant is proposing to redevelop the property into a more modern facility that will create a destination for the community. The project will add a new architecture theme, a new landscape plan, and parking plan and will construct a new Safeway grocery facility that will provide a more diversified shopping experience. The project will include several shops for restaurants and retail outlets as well as a junior anchor for a more regional commercial user. An approximately 4,943 square feet of additional outside dining in two areas of the shopping center will be added in addition to an outdoor merchandizing area for Safeway, as well as an outdoor area for gathering. The project will add a fuel station and kiosk, and a restaurant pad for that could be used for a drive through facility. See the approved site plan in **Figure 2**. Additionally, **Table 1** identifies the shops and their square footages that are being proposed for the project and **Attachment B** of this report shows the entire project and layout of the new Pinole Square shopping center. **Table 2** identifies the applications and entitlements granted for the construction of the Pinole Square Project. **Table 3** outlines the major chronological milestones of the project.

Figure 2 – Approved Site Plan



¹ Regarding the Housing designation, the 5th Cycle of the City's Housing Element identifies this property as site number 33 with a potential location of 125 residential units. It was determined that Site 33 would still be able to continue to accommodate the 125 units elsewhere within site number 33 and therefore it was not necessary to remove or relocate those units within the Housing Element.

Table 1 – Approved Pinole Square Shops/Square Footage

Shops	Square Footage
Safeway	55,044 sq. ft
Junior Anchor	10,357 sq. ft
Drive thru Facility	3,005 sq. ft
Safeway Fuel Kiosk	1,100 sq. ft
Shop 1	3,166 sq. ft
Shop 2E	897 sq. ft
Shop 3E	5,058 sq. ft
Shops 4-10	14,668 sf
Shop 15E	8,689 sq. ft
Shop 16E	3,165 sq. ft
Total	105,169 sq. ft

Table 2 – Summary of Project Entitlements Issued for Pinole Square

Project Items	Entitlement Granted – June 16, 2020	Corresponding Resolution
Environmental Review	Adopt an Initial Study/Mitigation Negative Declaration and Mitigation Monitoring & Reporting Program.	Reso 2020-48
Specific Plan Amendment SPA 18-01	Approval of Specific Plan Amendment to conditionally allow the Gas Station use in the CMU Zone District.	Reso 2020-49
Design Review for entire Center DR 17-23	Approval of a Design Review for the entire site.	*Reso 2020-50
New Safeway and Gas Station & Kiosk, CUPs 17-12, 17-13, 17-15, 20-01, VAR 20-01, & 20-02	Approval of a Conditional Use Permits for the Alcohol sales for both the Store and the Gas Station, outdoor merchandize sales, and variances for the Block Wall and the fuel Station itself	*Reso 2020-52 – PCN *Reso 2020-54 – Variance for Fences *Reso 2020-56 – CUP to sell alcohol *Reso 2020-57 –CUP for Gas Station and Kiosk

Reduced Parking Lot – CUP 20-02	Approval of a reduction of the Parking Requirements from 424 to approximately 383 parking stalls.	*Reso 2020-55
Commercial Pad/Drive Through CUP 17-16	Approval for a drive through facility on a separate pad.	*Reso 2020-55
Pylon Sign – CUP 17-14	Approval of a New Pylon Sign that will increase the size of the pole to 75 feet and add signage up to 750 square feet.	*Reso 2020-51
Outdoor Dining and Merchandizing –CUPs 17-17, 17-18	Approval of outdoor merchandizing for Safeway and outdoor dining for Shops 1 and Shops 4-10.	*Reso 2020-53
Note: The * represents the entitlements that need to be extended		

Table 3- Chronological Order of Entitlements for Pinole Square

Date	Item	Approving Body Decision
12/21/2017	Application was submitted for the Pinole Square Project	n/a
1/25/2019	Joint City Council & Planning Commission meeting to discuss the project and potential housing	Minutes of that meeting indicated that the Council did not want the housing component and that this project should be seen as a commercial project only
5/27/2020	Planning Commission meeting	The Planning Commission was the approving body and recommended approval of all of the entitlements, conditions of approval, and environmental documents to the City Council
6/16/2020	City Council Meeting	The City Council adopted Resolutions 2020-48 through 2020-57 w/Conditions of Approval, and a Mitigated Negative Declaration with a Mitigation Monitoring & Reporting Program approving the Pinole Square re-development Project.

Date	Item	Approving Body Decision
6/21/2020	Applicant submitted Parcel Map	n/a
1/25/2021	Planning Commission Meeting	The Planning Commission adopted Resolution 21-01 approving the Parcel Map
1/25/2021 to current	Staff working with the Applicant to obtain an approval of the Final Map	n/a
7/26/2021 to current	Applicant applies for Extension	n/a

REVIEW & ANALYSIS

Framework for Extension

The following provides an overview of the framework for this extension request, as prescribed by the Municipal Code.

1. Permit Expiration. Section 17.10.100 (A) of the Pinole Municipal Code (PMC) states:

Unless a condition of approval or other provision of this title establishes a different time limit, any permit not exercised within one (1) year of approval shall expire and become void, except where an extension of time is approved in compliance with division C. below.

With a City Council approval date of June 16, 2020, the Pinole Square entitlements would have expired on June 16, 2021, unless the permit was “exercised,” or an extension was requested and granted.

2. Exercise of Permit. Section 17.10.100 (B) of the PMC states:

the exercise of a permit occurs when the property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon such permit(s). A permit may be otherwise exercised pursuant to a condition of the permit or corresponding legal agreement that specifies that other substantial efforts or expenditures constitutes exercise of the permit.

Based on the permitting history (see **Table 3**), City staff determined that the entitlements granted on June 16, 2020, have not yet been exercised and an extension is required in order to keep the permits valid.

3. Maximum Time Allowed for Extension. Section 17.10.100 (C) of the PMC allows:

A maximum of three years from original approval date may be granted by the Council for extension of the entitlements (i.e., through June 16, 2023).

4. Process and Procedures. Section 17.10.100 (C) of the PMC states

1. Process. The same approving authority that granted the original permit may extend the period within which the exercise of a permit must occur. Notice and/or public hearing shall be provided in the same manner as for the original permit. An application for extension shall be filed not less than thirty (30) days prior to the expiration date of the permit, along with appropriate fees and application submittal materials.

2. Conditions. The permit, as extended, may be conditioned to comply with any development standards that may have been enacted since the permit was initially approved.

3. Permit extension findings. The extension may be granted only when the designated approving authority finds that the original permit findings can be made and there are no changed circumstances or there has been diligent pursuit to exercise the permit that warrants such extension.

The process for an extension requires that the review authority for an extension request is the original body who acted on the permit, and therefore, a request for an extension from the City Council is required. During consideration of the extension request, the permit may be conditioned to comply with any development standards that may have been enacted since the permit was initially approved. Additionally, to grant approval of the time extension, the Council must find that the original permit findings can be made and there are no changed circumstances or there has been diligent pursuit to exercise the permit that warrants such extension.

Analysis of Request for Extension

The applicant has been working with staff since June of 2021 on if their entitlements had been exercised, or if an extension was required. Based on the permitting history (see **Table 3**), City staff determined that the entitlements granted on June 16, 2020 (Resolutions 2020-50 through 2020-57) have not yet been exercised and an extension is required in order to keep the permits valid. The applicant submitted materials for a formal request for an extension of the entitlements on June 1, 2022 (**Attachment C**). The request indicates that the COVID-19 pandemic, in addition to increasing construction costs, international supply chain issues, and a changing retail landscape, are the primary drivers for the request for an extension of time. They also indicated that they are continuing to negotiate with Safeway on project terms.

The Council can approve the extension based on the finding of fact that the original permit findings can be made and no changed circumstance to the Project. Staff supports the Applicant's request for an extension. While the delays in this project are

unfortunate, it is not uncommon for projects of all types and sizes to have suffered delays during the last two years as a result of COVID-19 Pandemic and related impacts, such as supply chain disruptions and/or difficulty with financing.”

FISCAL IMPACT

Approval of the project will have no direct fiscal impact. The cost of all staff time and permits related to this project are paid for by the applicant. In addition, there are the following various indirect fiscal impacts that could benefit the City of Pinole, if the project was extended and is realized:

1. Possible increase of gas tax revenue with the construction of the gas station
2. Possible increase of sales tax revenue with the addition of the restaurants, drive through, retail spaces (Shops 4-10, Kiosk, and a bigger Safeway Store)
3. Increased property tax revenue with the redevelopment/improvements

ATTACHMENT(S)

- A. Resolution
Exhibit A, Conditions of Approval for Pinole Square adopted June 16, 2020
- B. Approved Project Plans
- C. Extension Request Letter from Todd Green, dated June 1, 2022

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING AN EXTENSION UNTIL JUNE 16, 2023 OF THE ENTITLEMENTS ADOPTED VIA RESOLUTIONS 2020-50 THROUGH 2020-57 FOR THE PINOLE SQUARE SHOPPING CENTER REDEVELOPMENT PROJECT LOCATED AT 1201-1277 TARA HILLS DRIVE (APNS: 402-282-002, 06, 07, 08, 09, 10, 14, 19)

WHEREAS, Todd Green, on behalf of Hillsboro Properties, Inc (Applicant) proposes to re-develop the Pinole Square (AKA Appian 80) shopping center on properties owned by Hillsboro Properties, Inc; and

WHEREAS, the Project site is located north of Interstate Highway 80, south of Tara Hills Drive, west of Appian Way, and east of single-family residential properties, APN: 402-282-002, 06, 07, 08, 09, 10, 14, 19; and

WHEREAS, the site is located in the Commercial Mixed Use (CMU) District within the Service Sub-Area of the Three Corridors Specific Plan, which provides for a variety of commercial uses and development: and

WHEREAS, the Applicant proposes to construct a new Safeway store building, adjoining shops, a junior anchor retail space, a new fuel station with associated kiosk, and a drive-through facility with an integrated landscape and parking area; and

WHEREAS, the City Council on June 16, 2020, adopted resolutions 2020-48 through 2020-57 approving nine (9) Conditional Use Permits, two (2) Variances, and one (1) Specific Plan Amendment for the Pinole Square Project; and

WHEREAS, Resolution 2020-50 approved the Design Review of the project; and

WHEREAS, Resolutions 2020-52, 2020-54, 2020-56, and 2020-57 approved the Conditional Use Permits for the Alcohol sales for both the Store and the Gas Station, outdoor merchandize sales, and variances for the Block Wall and the fuel Station itself; and

WHEREAS, Resolutions 2020-51, 2020-53, 2020-55 approved the Conditional Use Permits for Pylon Sign, Outdoor Merchandizing and Dining, Reduced Parking and Commercial Pad and Drive-Through; and

WHEREAS, there were delays due to COVID 19, and delays in contracting surveyors, and contractors; and

WHEREAS, the Hillsboro Properties requested an extension for all of the entitlements that were approved on June 16, 2020; and

WHEREAS, in compliance with California Environmental Quality Act (CEQA), the City Council adopted, pursuant to Resolution No. 2020-48 a Mitigated Negative Declaration (MND) as well as an accompanying Mitigation Monitoring and Reporting Program (MMRP), which are hereby incorporated by reference; and

WHEREAS, no further environmental review is necessary for the project since the scope of the project has not changed or been altered since the previous adoption of the IS/MND and MMRP; and

WHEREAS, a notice of the public hearing to consider the proposed extension was distributed to all property owners within 1,500 feet of the project site and a notice was published in the June 8, 2022 edition of the West County Times; and

WHEREAS, the City Council has held a duly noticed public hearing considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Pinole grants an extension of the entitlements until June 16, 2023, for the Pinole Square Shopping Center redevelopment project, as contained in City Council Resolution Nos. 2020-50 through 2020-57, and makes the following findings:

1. The original permit findings, as made in City Council Resolution Nos. 2020-50 through 2020-57, can still be made and there have been no changed circumstances which prevents the City Council from making such findings again;
2. The Applicant has diligently, under current circumstances, pursued exercising the permits granted by City Council Resolution Nos. 2020-50 through 2020-57 and an extension of those permits is warranted.

BE IT FURTHER RESOLVED that the conditions of approval for City Council Resolution Nos. 2020-50 through 2020-57 shall remain in full force and effect.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **19th** day of **July 2022** 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 **19th day of July 2022**

Heather Bell, CMC
City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
ONGOING				
1.	The project shall be constructed in substantial compliance with the approved Design Review, Conditional Use Permit, and Variance Package, DR-17-23, CUPs 17-12, 17-13, 17-14, 17-15, 17-16, 17-17, 17-18, 20-01, 20-02 VAR 20-01, 20-02, unless otherwise conditioned.	Ongoing	Development Services Department	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	Ongoing	City Attorney and Development Services Department	
3.	All development permit drawings and subsequent construction shall substantially conform to the planning application design information and drawings submitted for Planning Commission consideration and as recommended for approval. Any modifications must be reviewed by the City Engineer and Planning Manager who shall determine whether the modification requires additional approval of the Planning Commission or City Council.	Ongoing	Development Services Department	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
4.	Failure to obtain prior approval to material modify the construction plans may result in having to pay double the original development application permit fees and/or withholding of the occupancy permit/final building inspection approval until such time as the modification(s) to the plans has been reviewed and approved by the City Engineer and Planning Manager and /or the Planning Commission.	Ongoing	Planning Division	
5.	Implementation of elements directly associated with the use and development of the fueling kiosk and canopy within the design review, conditional use permit, and variance approval is contingent upon approval of the Specific Plan Amendment SPA 20-01, which establishes service stations as an allowable use in the CMU district of the Service Sub Area of the Appian Way Corridor in the Three Corridors Specific Plan.	Ongoing	Development Services Department	
6.	<u>EXTERIOR MATERIAL AND COLORS</u> All exterior materials and colors are to be consistent with approved project color / material boards. Once installed, all improvements are to be maintained in accordance with the approved plans. Any changes which materially affect the exterior character shall be resubmitted to the Development Services Department for review and approval. Minor changes may be approved by the Planning Manager. Any changes determined by the Development Services Department to be non-minor may be referred to the Planning Commission after conferring with the Chair of the Planning Commission.	Ongoing	Development Services Department	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
7.	<u>PARKING DEMAND MANAGEMENT PLAN</u> Copies of the City-approved Parking Demand Management Plan shall be placed within each leasable space and shall be provided upon request.	Ongoing	Development Services Department	
8.	<u>GRAFFITI AND VANDALISM CONTROL</u> The owner shall keep the site clear of graffiti and signs of vandalism at all times. Graffiti-resistant materials shall be used when feasible. All graffiti shall be removed within 72 hours.	Ongoing	Police Department	
9.	<u>VIDEO SURVEILLANCE</u> Video surveillance cameras shall be required for all commercial buildings. A. Placement of the video surveillance cameras will be established by the Police Department after review of the plans and intended use of the project. B. Building cameras shall be compatible with Police Department play back equipment prior to building final occupancy approval.	Ongoing	Police Department	
10.	<u>SIGNS</u> All project signage shall be developed in accordance with existing Sign Ordinance (Chapter 17.52 of the Pinole Municipal Code) and/or an approved sign program for the project.	Ongoing	Development Services Department	
11.	<u>SIGN PROGRAM ENFORCEMENT</u> The property owner or designee shall be provided with a copy of an approved signage program for the Pinole Square Shopping Center. The property owner and any subsequent owners shall ensure that all signage installed on their property within the Pinole Square Shopping Center shall be consistent with the approved master sign program as well as the	Ongoing	Development Services Department	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	City's sign requirements. The property owner or designee shall ensure that any illegal signage installed by tenants shall be removed within 72 hours upon notification by the City of Pinole and shall furnish the name and contact information for the property manager responsible for adherence to this condition of approval and update the contact information in the future as needed.			
12.	<u>LANDSCAPING</u> A. All landscaping shall be of a variety and type that upon reaching maturity will not provide concealment for a human being and will not grow to cover windows, doors, light fixtures or addresses. B. All trees shall be planted a sufficient distance from the buildings so that upon reaching maturity they will not provide roof access.	Ongoing	Development Services and Police Departments	
13.	<u>ALCOHOL LICENSING</u> Applicant shall obtain the applicable State Alcohol Beverage Control license and ensure no alcohol shall be sold for on-site consumption. A copy of the license shall be submitted to the Development Services and Police Departments prior to commencement of alcohol sales.	Ongoing	Development Services and Police Departments	
14.	<u>ALCOHOL SALES</u> The following requirements apply to the Conditional Use Permit request for the alcohol sales at the Safeway market and Safeway fueling kiosk: There shall be no sale of alcohol for on-site consumption. A sign concerning the California Law Prohibiting Minors to Drink Alcohol and signage prohibiting loitering or public drinking must be posted inside	Ongoing	Development Services and Police Departments	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	and outside the establishment in clear public view to the satisfaction of the Police Department. A copy of these conditions of approval shall be kept on premises and made available upon request. All staff within 90 days of employment shall receive “responsible beverage service training.” Applicant shall include these training details as part of the “complaint response/community relations.” The applicant shall ensure that employee training documentation is provided to the Police Chief and retained on premises and made available upon request. Proposed modification of the hours or other aspects, including location within the store of alcoholic beverages and security measures of the business shall be submitted for review and approval by staff. Staff will determine if changes are substantial and require further review by the Planning Commission.			
15.	<u>OUTDOOR DISPLAY</u> All outdoor display and sales activities shall be associated with the primary use of the property. Only those goods and services associated with the primary use may be stored, sold, or displayed. The maximum permanent outdoor display area shall be included in a precise outdoor merchandise sales plan. However, the maximum square footage shall under no circumstances exceed 200 square feet based on the market's exterior configuration the square footage identified in the approved plan set. The maximum height of any outdoor display merchandise except plant	Ongoing	Development Services Department	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	materials shall be 5.5 feet. All outdoor display merchandise, regardless of height, shall be adequately secured and/or anchored to ensure that it does not hinder the traffic flow on the property or pose a safety hazard. The outdoor display of merchandise shall not be placed in a manner which blocks the store entrance or required paths of travel. (Updated: outdoor display square foot reference is corrected to match approved plans)			
16.	<u>OUTDOOR EATING AREA</u> The outdoor eating area shall be monitored and cleaned as needed by restaurant staff during operating hours to ensure that it remains neat, clean and free of trash. Any outdoor seating area damage or graffiti shall be repaired and/or cleaned promptly to return the area to its original condition within 72 hours. No tables and chairs shall be located within six (6) feet of the disabled person access ramp closest to the outdoor seating area or placed within a six foot path of travel. The applicant and operator shall ensure the outdoor seating area operates in a manner consistent with the Pinole Municipal Code.	Ongoing	Development Services	
17.	<u>TRUCK DELIVERY</u> Truck deliveries shall not occur within the hours of 10:00 P.M. to 7:00 A.M. to minimize noise impacts on residents. (Updated: Added per Planning Commission recommendation)	Ongoing	Development Services Department	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
18.	<u>COMPLIANCE WITH CODES AND REGULATIONS</u> The Pinole Square Shopping Center shall be constructed and operated in compliance with all applicable federal, State, and local regulations, including all applicable Building Codes and Fire Codes.	Ongoing	Development Services Department	
Prior To Issuance of Any Construction Permits				
19.	<u>GAS STATION AND DRIVE THROUGH LOCATIONS</u> The gas station and drive through locations shall be swapped to improve traffic and circulation. <i>(Updated: Added per Planning Commission recommendation)</i>	Prior to Issuance of Any Construction Permits	Development Services Department	
20.	<u>SOLAR PANELS</u> The project shall include the installation of solar panels. <i>(Updated: Added per Planning Commission recommendation)</i>	Prior to Issuance of Any Construction Permits	Development Services Department	
21.	<u>TRAFFIC STUDIES</u> Finance traffic studies to evaluate safety and efficiency of Tara Hills Drive/Appian Way and shopping center intersections. <i>(Updated: Added per Planning Commission recommendation)</i>	Prior to Issuance of Any Construction Permits	Development Services Department	
22.	<u>APPROVAL CONDITIONS ON CONSTRUCTION PLANS</u> These conditions of approval and the project Mitigation Measures shall be included or referenced on the cover sheet of the project improvement and building construction plans.	Prior to Issuance of any Building Permits	Development Services	

EXHIBIT A
CONDITIONS OF APPROVAL: PINOLE SQUARE DESIGN REVIEW, CONDITIONAL USE PERMIT, VARIANCE

		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
23.	<u>ENVIRONMENTAL MITIGATION MEASURE MONITORING</u> All mitigation measures included in the Initial Study/Mitigated Negative Declaration for the Pinole Square Shopping Center project and included in the Mitigation Monitoring and Reporting Program (MMRP) are hereby incorporated by reference as project conditions of approval and shall be included in project construction plans.	Prior to Issuance of Any Construction Permit	Development Services Department	
24.	<u>PYLON SIGN</u> The pylon sign design shall include the ability to remotely control the brightness of the pylon sign to the satisfaction of the Development Services Department with the capability to automatically reduce sign brightness at dusk.	Prior to Issuance of any Building Permit for the Pylon Sign	Development Services Department	
25.	<u>STORE FLOOR PLAN & OUTDOOR MERCHANDISE DISPLAY PLAN</u> The Applicant shall provide a precise store floor plan and outdoor merchandise display plan for review and approval. The plan shall include the location where alcohol will be stored and displayed. The plan shall include the location and square footage of merchandise display area.	Prior to Issuance of Any Construction Permit	Development Services and Police Department	
26.	<u>OUTDOOR SEATING PLAN</u> The applicant shall submit for review and approval a precise outdoor seating plan that includes the number, location, and design of all proposed tables, chairs, and shade features. Tables and chairs permanently stored outside shall be durable, graffiti-resistant and secured to prevent damage or theft.	Prior to Issuance of Any Construction Permit	Development Services and Police	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
27.	<u>INCORPORATION INTO THE LANDSCAPE AND LIGHTING DISTRICT</u> As a result of this project, the Landscape and Lighting District Number One will be modified to include a new zone to provide additional reasonable and necessary maintenance. Prior to the recordation of any parcel map, or the issuance of any construction permit, the applicant shall agree to annex into the amended Landscape and Lighting District Number One as directed by the City Engineer.	Prior to the Recordation of the final map or Issuance of Any Construction Permit	Development Services Department	
28.	<u>PERMITS, BONDS, AND INSURANCE</u> The applicant shall obtain an encroachment permit, posting the required bonds and insurance, for all work to be done in the City's right-of-way. This encroachment permit shall be obtained prior to the issuance of any construction permit for construction in the right of way.	Prior to Issuance of Any Construction Permit	Development Services Department	
29.	<u>DEPOSITS TO THE DEVELOPMENT SERVICES DEPARTMENT</u> The applicant is responsible for all engineering review and inspection and survey services that may be required.	Prior to Issuance of Any Construction Permit	Development Services Department	
30.	<u>TRASH CAPTURE DEVICES</u> The applicant shall ensure the site is installed with trash capture devices at inlets or points where stormwater may enter the stormwater drainage system, to the satisfaction of the City Engineer. All proposed and existing trash capture device locations shall be identified in a plan sheet, which is reviewed by the City Engineer.	Prior to Issuance of Any Construction Permit	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
31.	<u>CLEAN WATER COMPLIANCE</u> The applicant shall demonstrate plan compliance with local, state, and federal clean water regulations to the satisfaction of the City Engineer.	Prior to Issuance of Any Construction Permit	Development Services Department	
32.	<u>PERMITS REQUIRED BY OTHER AGENCIES</u> The applicant shall obtain all permits and pay all applicable fees that may be required by one or more of the public service or utility providers including, but not limited to, State Department of Fish and Wildlife, Caltrans, Western Contra Costa Transit Authority, WCCUSD, EBMUD, PG&E, Contra Costa County Flood Control and Water Conservation District, and Contra Costa Environmental Health as applicable. If a project component is within the jurisdiction of any of these agencies, verification of permit or waiver of permit must be given to the Development Services Department prior to issuance of any City permits. A Notice of Intent must be issued by the Regional Water Quality Control Board before any construction permit can be issued and a Notice of Termination must be issued at the end of the project by the Regional Water Quality Control Board before a Certificate of Occupancy is issued.	Prior to Issuance of Any Construction Permit	Development Services Department	
33.	<u>BUS TURNOUT DESIGN</u> The Applicant shall prepare a precise design plan for the bus turnout area including the provision of amenities such as a rider shelter, trash receptacles, seat benches, and electrical power from the abutting proposed market to allow for electronic updates about upcoming bus arrivals. The design shall reflect input from Western Contra Costa Transit Authority prior to submittal to the City.	Prior to Issuance of Any Construction Permit	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
34.	<u>SOILS REPORT</u> A soils report containing all design recommendations of footings, pier holes, retaining walls, and any other information pertinent to the soil condition shall be submitted. The Soils Report shall be prepared by a licensed soils engineer or geologist.	Prior to Issuance of Any Construction Permit	Development Services Department	
35.	<u>GENERAL LANDSCAPING REQUIREMENTS</u> The Applicant shall prepare a detailed final landscape plan. The final landscaping plan shall be prepared by a landscape architect, registered in California, and shall be submitted to the Development Services Department for review and approval prior to the issuance of a building permit. The landscape plan shall comply with Chapter 15.54 and Chapter 17.38 of the Municipal Code and shall include the following: A. Sizes, species, locations of all plant materials. B. Location and size of all existing trees proposed for removal or retention (2 inches in diameter or greater). C. Location and size of all new proposed trees, shrubs, vines, and ground cover. D. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers and piping. E. All proposed trees shall be a minimum of 15 gallon size, double-staked and all proposed shrubs on the site shall be a minimum of 5 gallon size.	Prior to Issuance of Any Construction Permit	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	F. Twenty-five percent (25%) of all new trees on a project site shall be a minimum of 24" box size. G. All landscaped areas not improved with lawn shall be protected with a two-inch deep bark mulch as a temporary measure until the ground cover is established.			
36.	<u>TREE LOCATION AND TREE REMOVAL</u> The applicant shall note the location of trees 4 inches in diameter at breast height (measured 4.5 feet above natural grade) or greater in size to be removed from the project site. Refer to Chapter 17.96 of the Pinole Municipal Code for species and sizes of trees classified as protected trees. A Tree Removal Permit is required for removal of protected trees. Any required Tree Removal Permit application must be submitted with an arborist report to the Development Services Department.	Prior to Issuance of Any Construction Permit	Development Services Department	
37.	<u>PUBLIC IMPROVEMENT PLAN</u> Prior to the issuance of any construction permit at the Pinole Square Shopping Center, the applicant shall prepare a public improvement plan, obtain an encroachment permit, and post the required bonds and insurance for any improvements within the public right-of-way:	Prior to Issuance of Any Construction Permit	Development Services Department	
38.	<u>STANDARD DRAWINGS FOR PUBLIC IMPROVEMENT</u> All public improvements shall be made in accordance with the latest adopted Contra Costa County Standard Drawings and Specifications. All work shall conform to the applicable City ordinances. Best Construction Management practices shall be observed at all times during the course of	<u>Prior to Issuance of Any Construction Permit; and</u>	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	construction. <i>(Updated: Moved up from below, and timing is updated)</i>	During Construction		
39.	<u>SITE DEVELOPMENT</u> The applicant shall submit a site grading and drainage plan with all supporting data, including hydraulic calculations. The plan shall be prepared by a registered Civil Engineer and be approved by the Development Services Department prior to the issuance of any City permits (as per Chapter 15.36 of the Municipal Code).	Prior to Issuance of Any Construction Permit	Development Services Department	
40.	<u>EROSION CONTROL PLAN</u> The applicant shall submit an erosion control plan in accordance with the City's Grading Ordinance (Section 15.36.190 of the Municipal Code) when grading is performed during winter season (October 1 through April 15). For all sites over one acre, in accordance with the City's Erosion Control Ordinance (Chapter 8.20 of the Pinole Municipal Code) the applicant shall submit: a. An Erosion Control Plan; b. A Storm water Pollution Prevention Plan (SWPPP); c. A Storm water Control Plan (SCP) Certified by an Architect or Engineer; and d. An Operation and Maintenance Plan	Prior to Issuance of Any Construction Permit	Development Services Department	
41.	<u>PARKING DEMAND MANAGEMENT PLAN (PDMP)</u> The applicant shall submit a parking demand management plan (PDMP) to the Development Services Department for review and approval. The PDMP shall include lease requirements identifying non-employee parking	Prior to Issuance of Any Construction	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	areas based on business operating hours. The PDMP shall require that local rideshare and transit information be continuously provided within each leasable space for review by employees and customers. The PDMP may include posted, privately enforced time limits for parking in high parking demand areas during peak parking demand hours to ensure parking spaces serve multiple customers throughout each day. Copies of the City-approved PDMP shall be placed within each leasable space and shall be provided upon request.	Permit		
42.	<u>ELECTRIC VEHICLE CHARGING STATIONS</u> The applicant shall include electric charging stations at a location to the satisfaction of the Development Services Department.	Prior to Issuance of Any Construction Permit	Development Services Department	
43.	<u>MATERIAL HAULING</u> The applicant shall submit a proposed material hauling route and schedule. Said submittal shall be approved by the City Engineer prior to issuance of any construction permit. All material hauling activities must adhere to the approved route and hours of operation. Dust control and street maintenance shall be the responsibility of the applicant.	Prior to Issuance of Any Construction Permit	Development Services Department	
44.	<u>UNDERGROUND UTILITIES</u> The applicant must agree to install all utility service, including telephone, electric power, and other communications lines underground as per Chapter 13.16 of the Municipal Code.	Prior to Issuance of Any Construction Permit	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
45.	<u>RECIPROCAL ACCESS AND PARKING AGREEMENT</u> Prior to the recordation of a Final the applicant shall record a Reciprocal Access and Parking Agreement, in a form acceptable to the City Attorney, over and between the all properties with access to Tara Hills Drive through the Pinole Square parking lot. <u>(Updated: timing description correction)</u>	Prior to Issuance of any Construction Building Permit or recordation of a final map	City Attorney and Development Services Department	
46.	<u>BUSINESS SITE EMERGENCY RESPONSE FORM</u> The applicant shall require building contractors to complete a Police Department "Business Site Emergency Response Form" and shall ensure delivery to the Police Department prior to issuance of a building permit.	Prior to Issuance of Any Permit	Police and Development Services	
47.	<u>PRE-CONSTRUCTION MEETINGS</u> The applicant's construction contractor(s) shall attend pre-construction meetings as needed with City staff to coordinate satisfaction of mitigation measures and other permit conditions of approval during construction.	Prior to Issuance of Any Construction Permit	Development Services	
48.	<u>STREET ADDRESS ASSIGNMENT</u> An address assignment plan for the project shall be submitted for review and approval and shall be reflected on the submitted building plans.	Prior to Issuance of Any Construction Permit	Development Services Department	
49.	<u>APPROVAL CONDITIONS ON CONSTRUCTION PLANS</u> These conditions of approval and the project Mitigation Measures shall be included or referenced on the cover sheet of the project improvement and building construction plans.	Prior to Issuance of any Building Permits	Development Services	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
50.	<u>CONSTRUCTION WASTE MANAGEMENT PLAN</u> The Applicant shall submit to the Development Service Department a pre-construction waste management plan prior to the issuance of any construction permit to satisfy the CALGreen Building Code requirements.	Prior to Issuance of Any Construction Permit	Development Services Department	
Prior To Issuance of Building Permits				
51.	<u>PLAN CHECK FEES</u> A plan check fee shall be paid to the Building Division at time of submission of plans as per Section 15.02.060 of the Municipal Code.	Prior to Issuance of a Building Permit	Development Services Department	
52.	<u>DEVELOPMENT IMPACT FEES AND SCHOOL FEES</u> Prior to issuance of a building permit, the applicant shall pay all applicable development impacts fees and school fees and provide evidence of payment.	Prior to Issuance of a Building Permit	Development Services Department	
53.	<u>CONTRACTORS</u> Contractors must identify all subcontractors prior to issuance of a building permit. Each subcontractor must obtain a City business license prior to issuance of a building permit or commencing work as per Section 5.04.020 of the Municipal Code.	Prior to Issuance of a Building Permit	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
54.	<u>PYLON SIGN DESIGN</u> The Applicant shall modify the pylon sign to ensure that the sign area does not exceed 750 square feet to consistent with City's Sign Ordinance requirements.	Prior to Issuance of a Building Permit	Development Services Department	
55.	<u>LIGHTING PLAN</u> The applicant shall prepare a detailed lighting plan for Development Services and Police Department Review and approval to ensure that proposed light levels satisfy Chapter 17.46 of the Pinole Municipal Code. The lighting plan shall be coordinated with the preparation of the detailed landscape plan and include a photometric plan and light fixtures specifications and height levels for onsite lighting. All proposed light fixtures shall include shields to illuminate only the intended area. Separate photometric plans shall be submitted for review in conjunction with proposed phased development submittal to ensure adequate lighting is provided for each of the proposed buildings and the overall project site.	Prior to Issuance of a Building Permit	Development Services and Police Departments	
56.	<u>CONSTRUCTION PLANS FOR FIRE PREVENTION</u> Prior to issuance of a building permit, building plans and plans for fire extinguishing system shall be submitted for Fire Code plan check.	Prior to Issuance of a Building Permit	Development Services and Fire Departments	
57.	<u>FIRE ACCESS</u> Prior to issuance of a building permit, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted "No Parking Fire Lane" and shall not be used for storage of materials.	Prior to Issuance of a Building Permit	Development Services and Fire Departments	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
58.	<u>WATER SUPPLY SYSTEM</u> Prior to issuance of a building permit for vertical construction, there shall be an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief or Fire Marshall. Water supply system for staged construction shall provide required fire flows.	Prior to Issuance of a Building Permit	Development Services and Fire Departments	
59.	<u>SCREENING OF ROOF-MOUNTED EQUIPMENT</u> The applicant shall ensure that all roof-mounted mechanical equipment for each commercial building is fully screened from public view to the satisfaction of the Development Services Department.	Prior to Issuance of Building Permit	Development Services	
During Construction				
60.	<u>MODIFICATION OF APPROVED PLANS</u> Failure to obtain prior approval to materially modify the approved plans may result in having to pay double the original planning application permit fee and/or withholding of the occupancy permit until such time as the modification(s) to the plans has been reviewed by the Planning Commission or City Council.	During Construction	Development Services Department	
61.	<u>DEBRIS BOX</u> The Applicant shall ensure that prior to commencing construction a contractor shall place on-site a minimum 10 cubic yard "debris box" for receiving and holding of all construction debris.	During Construction	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
62.	<u>TREE PROTECTION</u> The applicant shall protect all major vegetation not indicated to be removed or demolished from damage during construction. Tree protection shall comply with the arborist's report and shall include the following measures: A. Protection fencing or existing major vegetation to remain. B. Oil, gas, chemical, or other hazardous construction material shall not be stored within the drip line of trees to remain. C. Signs, wires, or other types of obstructions shall not be attached to trees, and D. Trenching under the drip line of trees is to be avoided if possible. If trenching is necessary, trenches are to be hand dug and major roots retained.	During Construction	Development Services Department	
63.	<u>CONSTRUCTION NUISANCE PREVENTION</u> The following provisions shall be followed during all construction activities for the project: A. Construction activities are restricted to between 7:00A.M. and 5:00 P.M., Monday through Friday and 9:00 A.M. to 6:00 P.M. on Saturday unless a modification of construction hours is requested and granted by the City as allowed under Chapter 15.02 of the City Municipal Code. B. Prior to any earth hauling operations the applicant shall submit a hauling plan for approval by the City Engineer	During Construction	Development Services and Police Departments	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	Construction-related traffic on Henry Avenue shall be prohibited during the hours of 7:00 — 9:00 A.M. and 2:00 — 4:00 P.M. when Collins Elementary School is in session. C. All construction vehicles shall be properly maintained and equipped with exhaust mufflers and meet State and Federal standards. D. Newly disturbed soil surfaces shall be watered down regularly by a water truck maintained on site during all day light hours, and construction grading activity shall be discontinued in wind conditions greater than 10 miles per hour. E. All excavated materials and construction debris shall be covered with a tarp during transit to and from the site. The site shall be cleaned on a daily basis and construction material shall be screened from view whenever feasible. F. Active construction sites shall be fenced and all equipment and materials shall be secured consistent with an approved Security Plan. (Updated: deleted inapplicable reference)			
64.	<u>CONSTRUCTION MANAGEMENT</u> The storing of goods and materials on the sidewalk and/or street will not be allowed unless a special permit is issued. The project site shall be kept free of litter and all construction equipment and materials will be secured at the end of each construction day. The applicant's representative in charge shall be at the job site during all working hours. The public streets adjacent to construction activity shall be maintained in	During Construction	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	a clean and orderly condition to the satisfaction of the City Engineer.			
65.	<u>INSPECTIONS</u> The applicant shall notify the Development Services Department at least forty-eight (48) hours prior to starting any work pertaining to on-site drainage facilities, grading, or paving, as well as all work in the City's right-of-way as per Section 15.36.230 of the Municipal Code. The applicant shall arrange all inspections with the Building Division, Fire Department, and Public Works Division. All Building Division inspection requests shall be made at least 24 hours in advance.	During Construction	Development Services Department	
66.	<u>SEWERS</u> The applicant shall install as a minimum a six (6) inch City standard sewer lateral connection to the sewer main, complete with property line clean out, and in accordance with the latest West County Sanitation District Standard Specification.	During Construction	Development Services Department	
Prior to Final Building Occupancy				
67.	<u>OCCUPANCY PERMITS</u> Occupancy permits shall not be granted until all construction is completed and finalized in accordance with the approved plans and conditions of approval required by the City, or a bond has been posted to cover all costs of the unfinished work as agreed to by the Development Services Department.	Prior to Building Occupancy	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
68.	<u>FIRE EXTINGUISHING SYSTEM</u> Automatic fire extinguishing / sprinkler systems shall be required for all four buildings.	Prior to Building Occupancy	Development Services and Fire Departments	
69.	<u>CONSTRUCTION WASTE MANAGEMENT REPORT - DEBRIS REMOVAL</u> The applicant shall complete post-construction waste management report for review and approval by the Development Services Department prior to final inspection to satisfy CALGreen Building Code Requirements. All building debris shall be properly disposed of outside the City of Pinole.	Prior to Building Occupancy	Development Services Department	
70.	<u>SIDEWALK, CURB AND GUTTER REPAIR INSPECTION</u> The applicant shall repair and replace to existing City standards, any sidewalk, curb and gutter that is damaged during construction of this project. A field visit shall be scheduled with Development Services Department staff prior to the issuance of any construction permits to document pre-construction conditions in the field. <i>(Updated: moved from above, timing is updated)</i>	Prior to Building Occupancy Issuance of Any Construction Permit	Development Services Department	
71.	<u>TREE REPLACEMENT</u> All trees that are removed from the site shall be replaced as determined by the Development Services Department and in accordance with the replacement table for existing trees. Any tree, which is removed, that was shown to be preserved on the final landscaping plan shall be replaced at twice the rate indicated on the replacement table. <u>STANDARD REPLACEMENT TABLE FOR EXISTING TREES</u> Size of Tree 36 24	Prior to Building Occupancy	Development Services Department	

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					<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	to be removed (Trunk Diameter)	Inch Box	Inch Box	15 Gallon			
	2" or less			1			
	4"		1				
	6" or greater	1					
	Numbers in replacement table refers to quantities to be used to replace each tree. Each tree container size number in the vertical column represents a 100% replacement value for an existing tree removed (size as noted). These numbers (columns) may be mixed as long as proportionate totals will equal 100%. For example: one 24" DBH tree may be replaced with twelve 15 gallon trees or six 24" box trees or three 24" box trees plus six 15-gallon trees or four 36" box trees, etc.						
72.	<u>LANDSCAPE MAINTENANCE</u> Prior to issuance of a Certificate of Occupancy, the applicant shall enter into a landscape maintenance agreement for on-site landscape with the City for a minimum of two years (maximum of five years). If, after two years, the landscaping is found to be in satisfactory condition, the amount of the bond shall be returned. If, however, the landscaping is not found to be satisfactory, the City will extend the time of the agreement in one-year increments with a maximum of five years. A security bond shall be posted which equals 20 percent of the costs of landscaping, but shall not exceed \$10,000. For large projects, the amount of the bond shall be				Prior to Building Occupancy	Development Services Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	determined on a case-by-case basis and may exceed \$10,000. The applicant shall submit a cost estimate of all the required landscape improvements. All landscaping shall be maintained free of weeds, debris and litter at all times.			
73.	<u>VENTS, GUTTERS, AND FLASHING, ETC.</u> All vents, gutters, downspout, flashings, electrical conduits, etc., shall be painted to match the color of the adjacent surface.	Prior to Building Occupancy	Development Services Department	
74.	<u>TRASH ENCLOSURES</u> All trash enclosures shall be constructed of sturdy, opaque materials, which are in harmony with the architecture of the nearest building and shall meet applicable Contra Costa County Health Department and City requirements.	Prior to Building Occupancy	Development Services Department	
75.	<u>PUBLIC AREA LIGHTING</u> All exterior doorways, stairwells, pathways, walkways, hallways, and courtyards for commercial and industrial buildings shall be lighted to a minimum of 2-foot candles, minimum maintained, measured at 5 feet above ground. Parking areas for commercial and industrial buildings shall be lighted to a standard of 2 foot candles, minimum measured at ground level where beams overlap. Except as otherwise noted, all security light fixtures shall be mounted a minimum of 10 feet above ground.	Prior to Building Occupancy	Development Services and Police Departments	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	All required lighting shall be equipped with a photoelectric cell or equivalent technology to turn it on at sunset and off at daybreak. All areas where video camera surveillance is required shall meet the standards for the camera selected and approved by the Police Department.			
76.	<u>MECHANICAL EQUIPMENT</u> All mechanical devices and their component parts, such as air conditioners, evaporative coolers, exhaust fans, or similar equipment located wholly or partially on the roof or wall shall be fully screened from view. All wall mounted heating units or air conditioners shall be flush-mounted.	Prior to Building Occupancy	Development Services Department	
77.	<u>ADDRESSING</u> Prior to issuance of a "Certificate of Occupancy" or final building inspection approved numbers and addresses shall be installed on the building and at tenant spaces in compliance with Title 15 of the Municipal Code. A. Specific mounting location shall be determined at the time of plan review. B. Address shall be internally or externally lighted during the hours of darkness. C. Each building shall have an address on it. If there is more than one tenant space per address, each tenant space shall have an	Prior to Building Occupancy	Building Division and Fire Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	address that is unique from the other tenant spaces. D. Addressing plans for multiple family, commercial and industrial complexes shall be submitted for review.			
78.	<u>KEY VAULT</u> In order to facilitate emergency access to the structure, a key vault shall be installed as approved by the Fire Department.	Prior to Building Occupancy	Development Services and Fire Departments	
79.	<u>FIRE EXTINGUISHERS</u> Prior to issuance of a "Certificate of Occupancy" or final building inspection, approved fire extinguishers shall be installed as required by the Fire Department.	Prior to Building Occupancy	Development Services and Fire Departments	
80.	<u>SECURITY PLAN DURING OPERATIONS</u> The applicant shall prepare a detailed security plan for review and approval by the Police Department to help prevent crime during operations. The security plan shall include emergency contact information and ongoing crime prevention measures to the satisfaction of the Police Chief.	Prior to Building Occupancy	Police Department	
81.	<u>ALARM SYSTEM</u> Each individual commercial space shall be equipped with a burglar alarm system, installed by state licensed contractor. The system shall include: 1. Full perimeter coverage to include all doors requiring locks, windows, skylights and roof hatches.	Prior to Building Occupancy	Development Services and Police Department	

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	2. Interior backup protection such as motion detectors, contacts on key interior doors or glass breakage detection. 3. Battery backup power system with charging system. System shall be hardwired. 4. Silent robbery alarm, employee activated. Activation devices shall be placed in locations that are easily accessible to employees during normal business hours to the satisfaction of the Police Department Separate alarm system plans shall be submitted for review during review of each proposed tenant space improvements.			
82.	<u>DOORS AND ROOF HATCHES</u> All exterior doors (including storage and utility room doors) that exit to the outside, to a common hallway or separate units shall be of solid core wood or metal construction. Sliding and storefront doors may be of glass construction if the glass is designed to be laminated safety glass or equivalent as allowed under the Building Code. All doors described above shall be equipped with the following locking mechanisms:	Prior to Building Occupancy	Development Services and Police Departments	

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	<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
1. Dead Bolt Locks: a. A minimum of ¾ inch diameter by 1-inch throw. b. High security case hardened bezel around the locking mechanism. c. Made of case hardened steel. d. High security striker plate (4-screw type, screws a minimum of 1½ inches long). e. Where there is glass in a door that would allow a person to operate lock from the outside if the glass were broken a double cylinder dead bolt is required. (Commercial only. Must meet fire Code requirements). 2. All double doors shall have a dead bolt lock, as described in B.1, in the primary door. The secondary door shall have lock mechanisms that secure the top of the door to the door head and the bottom of the door to the floor. Where the double doors are separated by a mullion both doors shall have dead bolts as described in B-1. On doors with locks which open outward, all hinges shall be pinned or have hinges of a type that prevents the hinge pins from being removed from the outside. All entry doors, except those with glass, shall be equipped with a door viewer that has the capabilities of viewing a minimum of 180 degrees.			

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		<u>Timing/ Implementation</u>	<u>Department Monitoring</u>	<u>Verification</u>
	Fire blocks shall be placed at a minimum of two (2) studs spaces on each side of an exterior door, where locks are required, at the same height as the locks. The design and materials used shall aid in preventing the doorjamb from spreading when a pry tool is used to separate the door from the doorjamb at the lock. All roof hatches (access to roof) shall be securely locked from the inside. Dead bolt or similar locking mechanism is recommended.			

PINOLE SQUARE
DR-17-23, VAR 17-1, CUP 17-13, 17-15, 17-16, 17-17, 17-18, S19-08
1201-1565 TARA HILLS DRIVE
PINOLE, CA 94564

ABBREVIATIONS			
AFF	ABOVE FINISHED FLOOR	(N)	NEW
ACOUS	ACOUSTICAL	NEG	NEGATIVE
ADJ	ADJUSTABLE	NOM	NOMINAL
AL	ALIGN	NIC	NOT IN CONTRACT
ALT	ALTERNATE	NTS	NOT TO SCALE
AB	ANCHOR BOLT	NO	NUMBER
APROV	APPROVED		
ARCH	ARCHITECTURAL		
AUTO	AUTOMATIC		
		OC	ON CENTER
		OD	OUTSIDE DIAMETER
		OP	OPENING
		OPP	OPPOSITE
		ORIG	ORIGINAL
BLDG	BUILDING	PART	PARTITION
BLKG	BLOCKING	PP	PARTIAL PENETRATION
BM	BEAM	PAF	POWDER ACTUATED FASTENER
BO	BOTTOM OF	PLAM	PLASTIC LAMINATE
BS	BOTH SIDES	PL	PLYWOOD
		PN	PLY NAILING
CAB	CABINET	PT	POINT
CBC	CALIFORNIA BUILDING CODE	LB	POUND
CI	CAST IRON	PRES	PRESSURE
CIP	CAST IN PLACE		
COL	COLUMN	QUAL	QUALITY
CTR	CENTER	QUAN	QUANTITY
CTC	CENTER LINE		
CTC	CENTER TO CENTER	PT	PRESSURE/
CER	CERAMIC	PRE	PRESERVATIVE TREATED
CJ	CONCRETE JOINT	PS	PRESTRESSED
CMU	CONCRETE MASONRY UNIT	PART	PARTITION
CON	CONNECTION		
CONT	CONTINUOUS		
CP	COMPLETE PENETRATION		
CS	COUNTERSUNK	RAD	RADIUS
CW	COLD WATER	RECPT	RECEPTACLE
		REF	REFERENCE
DET	DETAIL	REIN	REINFORCEMENT, REINFORCED
DEPT	DEPARTMENT	REQ	REQUIRED
DIA	DIAMETER	RDWD	REDWOOD
DIV	DIVISION	RH	RIGHT HAND
DR	DOOR	RHR	RIGHT HAND REVERSE
DBL	DOUBLE	RM	ROOM
DF	DOUGLAS FIR	RND	ROUND
DN	DOWN	RO	ROUGH OPENING
DS	DIAGONAL SHEATHING	ROW	RIGHT OF WAY
DWG	DRAWING	REV	REVISION
DWR	DRAWER	RWL	RAIN WATER LEADER
		SS	SANITARY SEWER
(E)	EXISTING	SAD	SEE ARCHITECTURAL DRAWINGS
EA	EACH	SCD	SEE CONSULTANT DRAWINGS
EF	EACH FACE	SED	SEE ELECTRICAL DRAWINGS
EW	EACH WAY	SKD	SEE KITCHEN CONSULTANT DRAWINGS
EN	EDGE NAILING	SSD	SEE STRUCTURAL DRAWINGS
ELEV	ELEVATION	SLD	SEE LANDSCAPE DRAWINGS
ELEC	ELECTRICAL	SMD	SEE MECHANICAL DRAWINGS
ENG	ENGINEER	SFMD	SEE FINISH CARPENTRY DRAWINGS
EQ	EQUAL	SJ	SEE PLUMBING DRAWINGS
EQUIP	EQUIPMENT	SJ	SEISMIC JOINT
EX	EXHAUST	SCHED	SCHEDULE, SCHEDULE
EXP	EXPEDITE	SECT	SECTION
EXT	EXTERIOR	SHT	SHEET
		SM	SHEET METAL
FAB	FABRICATE	SM	SIMILAR
FOC	FACE OF CONCRETE	SP	SPACE
FOF	FACE OF FINISH	SPEC	SPECIFICATION
FOS	FACE OF STUD	SQ	SQUARE
FOW	FACE OF WALL	SQFT	SQUARE FOOT
FIN	FINISH	ST	STRAP TIE
FF	FINISHED FLOOR	STAG	STAGGERED
FE	FIRE EXTINGUISHER	SSTL	STAINLESS STEEL
FA	FIRE ALARM	STAND	STANDARD
FLR	FLOOR	STL	STEEL
FLUOR	FLUORESCENT	STOR	STORAGE
FL	FLUSH	STRUCT	STRUCTURAL
FOUND	FOUNDATION	SUS	SUSPENDED
FTNG	FOOTING	SYM	SYMMETRICAL
FR	FRAMING	SYS	SYSTEM
FUR	FURRING		
		TEMP	TEMPERED
GA	GAUGE	TH	THICKNESS
GALV	GALVANIZED, GALVANIZING	THR	THREADED
GL	GLASS, GLAZING	TD	TIE DOWN
GLULAM	GLUE LAMINATED BEAM	T&B	TOP AND BOTTOM
GYP BD	GYPSON BOARD	T&G	TONGUE AND GROOVE
		TOC	TOP OF CONCRETE
HVAC	HEATING VENTILATION & AIR CONDITIONING	TOF	TOP OF FINISH
HSR	HIGH STRENGTH RODS	TOP	TOP OF PLATE
HSB	HIGH STRENGTH BOLT	TOS	TOP OF STEEL
HT	HEIGHT	TOW	TOP OF WALL
HD	HOLD DOWN	TN	TRUE NORTH
HORIZ	HORIZONTAL	TYP	TYPICAL
HW	HOT WATER		
		UL	UNDER WRITERS LABORATORY
INC	INCLUDING, INCLUDED	UCN	UNLESS OTHERWISE NOTED
INFO	INFORMATION	UTIL	UTILITY, UTILITIES
INT	INTERIOR	VERT	VERTICAL
		VIF	VERIFY IN FIELD
JH	JOIST HANGER	VER	VERIFY
JT	JOINT	VEST	VESTIBULE
		WC	WATER CLOSET
LAM	LAMINATE	WH	WATER HEATER
LH	LEFT HAND	W/	WITH
LHR	LEFT HAND REVERSE	W/O	WITHOUT
LT	LIGHT	WD	WOOD
LTW	LIGHT WEIGHT		
L	LONG, LENGTH	YD	YARD
MB	MACHINE BOLTS		
MAINT	MAINTENANCE		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MTL	METAL		
MEZZ	MEZZANINE		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
MTD	MOUNTED		
MUL	MULLION		

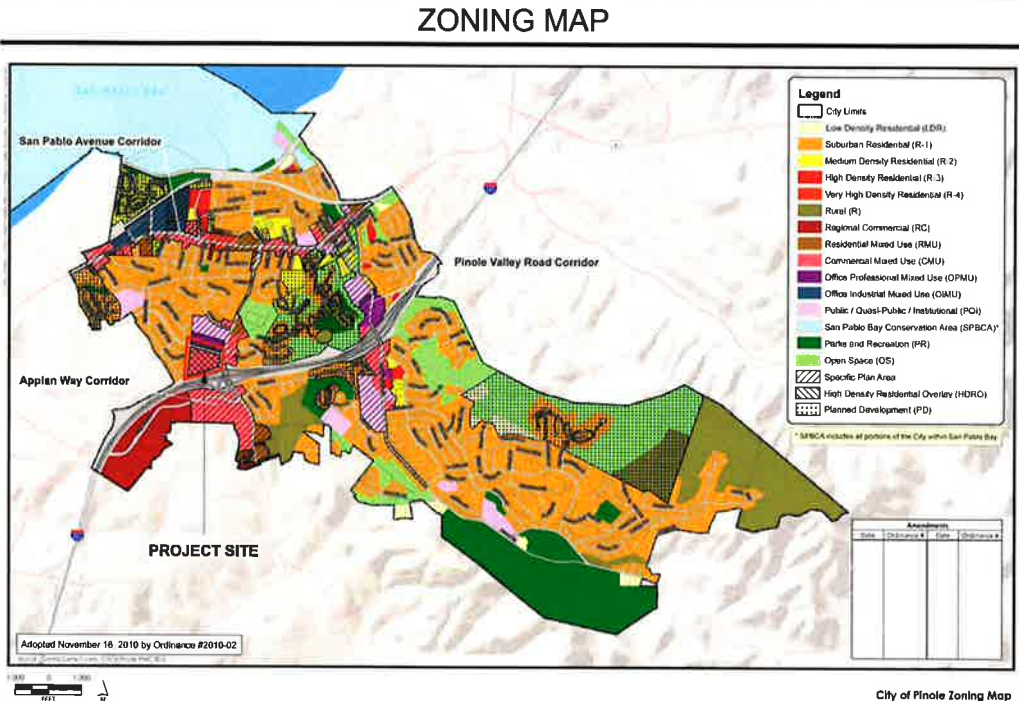
PROJECT DIRECTORY			
OWNER:	HILLSBORO PROPERTIES 1300 S EL CAMINO REAL #525 SAN MATEO, CA 94402 CARL GOLDSTONE 650.340.1761 CARL@HILLSBOROPROP.COM	SIGNAGE:	PACIFIC NEON COMPANY 2939 ACADEMY WAY SACRAMENTO, CA 95815 HOWARD HERLITZ 916.927.0527 HOWARD@PACIFICNEON.COM
ARCHITECT:	LOWNEY ARCHITECTURE 360 17th STREET, SUITE 200 OAKLAND, CA 94612 ATTN: ERIC PRICE 510.836.5400 510.836.5454 (FAX) ERIC@LOWNEYARCH.COM	TRAFFIC AND PARKING:	KIMLEY-HORN 4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588 BEN HUIE 925.398.4871 BEN.HUIE@KIMLEY-HORN.COM
LANDSCAPE ARCHITECT:	GATES & ASSOCIATES 2671 CROW CANYON ROAD SAN RAMON, CA 94583 CONTACT ERIK GELLERMAN 925.736.8176	ACOUSTICS AND NOISE:	CHARLES M. SALTER ASSOCIATES, INC. 130 SUTTER STREET, STE. 500 SAN FRANCISCO, CA 94104 ERIC MORI 415.470.5445 ERIC.MORI@CMSALTER.COM
CIVIL ENGINEER:	AMS ASSOCIATES, INC. 801 YGNACIO VALLEY ROAD SUITE 200 WALNUT CREEK, CA 94596 AL SHAGHAGHI 925.943.2777 AL@AMSASSOCIATES.US	GEOTECHNICAL:	CORNERSTONE 1200 OAKLAND BLVD, SUITE 200 WALNUT CREEK, 94596 JOHN DYE 925.988.9500 JDYE@CORNERSTONEEARTH.COM
MECHANICAL, ELECTRICAL AND PLUMBING ENGINEER:	EDESIGNC, INC 212 9TH STREET SUITE 203 OAKLAND, CA 94607 AUBREY BUTTE 415.963.4303 AUBREY@EDESIGNC.COM	LIGHTING:	LIGHTING ANALYSTS 10268 W. CENTENNIAL RD SUITE 202 LITTLETON, COLORADO 80127 303.972.8852

GRAPHIC SYMBOLS			
DETAIL REFERENCE	DRAWING NUMBER	#	
	SHEET NUMBER	#	
DETAIL SECTION REFERENCE	DRAWING NUMBER	#	
	SHEET NUMBER	#	
BUILDING SECTION REFERENCE	DRAWING NUMBER	#	
	SHEET NUMBER	#	
WALL SECTION REFERENCE	DRAWING NUMBER	#	
	SHEET NUMBER	#	
EXTERIOR ELEVATION REFERENCE	DRAWING NUMBER	1	
	SHEET NUMBER	#	
INTERIOR ELEVATION REFERENCE	DRAWING NUMBER	4	
	SHEET NUMBER	3	
REVISION REFERENCE		#	
DOOR REFERENCE		##	
WINDOW REFERENCE		#	
ELEVATION DATUM			
ROOM NUMBER		###	
PARTITION TYPE		#	
FINISH CEILING HEIGHT		X'-X"	

PROJECT DESCRIPTION

THE PROPOSED PROJECT CONSISTS OF REGRADING OF THE ENTIRE PARKING AREA AND INSTALLATION OF STORMWATER TREATMENT ON A (APPROXIMATELY) 12 ACRE SITE AND DEMOLISHING APPROXIMATELY 75,000 SQFT OF SINGLE-STORY COMMERCIAL BUILDING AREA. (APPROXIMATELY) 17,000 SQFT OF SINGLE-STORY COMMERCIAL CONSTRUCTION WILL REMAIN. THE NET INCREASE IN TOTAL AREA WILL BE APPROXIMATELY 12,000 SQFT.

NEW SINGLE-STORY COMMERCIAL CONSTRUCTION WILL INCLUDE AN (ANCHOR) GROCERY STORE, SHOPS BUILDINGS AND LIMITED RENOVATION OF EXISTING BUILDINGS. THE PROJECT'S CONSTRUCTION WILL BE PHASED SUCH THAT THE SAFEWAY CAN REMAIN IN OPERATION WHILE A NEW (ANCHOR) GROCERY STORE BUILDING IS CONSTRUCTED. ONCE THE NEW STORE IS OPEN, A FINAL PHASE OF DEMOLITION AND CONSTRUCTION WILL BEGIN.



DRAWING LIST	
SHEET NUMBER	SHEET NAME
ARCHITECTURAL	
A0.1	INDEX
A0.2	PROJECT INFORMATION
A0.3	EXISTING CONDITIONS
A0.4	ASSESSOR'S PARCEL MAP
A1.0	EXISTING SITE PLAN
A1.2	SITE DEMOLITION PLAN
A1.5	PHASING
A1.6	SITE PLAN
A1.7	FENCING AND RETAINING WALL PLAN
A1.8	ROOF PLAN
A2.1	SAFEWAY ENLARGED PLAN
A2.2	SHOPS 4-10 & JUNIOR ANCHOR ENLARGED PLAN
A2.3	FUEL STATION, KIOSK, & DRIVE-THRU ENLARGED PLANS
A2.4	SHOPS 1, 2E, & 3E ENLARGED PLAN
A2.5	TRASH ENCLOSURE PLANS & ELEVATIONS
A3.0	OVERALL EXTERIOR ELEVATIONS
A3.1	SHOPS 4-10 & JUNIOR ANCHOR ELEVATIONS
A3.2	SAFEWAY EXTERIOR ELEVATIONS
A3.4	FUEL STATION & KIOSK ELEVATIONS
A3.5	SHOPS 1, 2E, & 3E ELEVATIONS
A3.6	DRIVE-THRU ELEVATIONS
A4.1	PROJECT PERSPECTIVE VIEWS
A4.2	PROJECT PERSPECTIVE VIEWS
A4.3	PHOTOSIMULATIONS
A4.4	MATERIALS
A4.5	LIGHTING
A5.0	PYLON SIGNAGE PHOTOSIMULATIONS
A5.1	PYLON SIGNAGE PHOTOSIMULATIONS
A5.2	PYLON SIGNAGE PHOTOSIMULATIONS
A5.3	PYLON SIGNAGE PHOTOSIMULATIONS
A5.4	PYLON SIGNAGE PHOTOSIMULATIONS
A5.5	PYLON SIGNAGE PHOTOSIMULATIONS
A5.6	PYLON SIGNAGE PHOTOSIMULATIONS
A5.7	PYLON SIGNAGE PHOTOSIMULATIONS
A5.8	PYLON SIGNAGE PHOTOSIMULATIONS
A5.9	PYLON SIGNAGE PHOTOSIMULATIONS
A6.0	TURNING RADIUS INFORMATION
ARCHITECTURAL: 37	
CIVIL	
C1.1	COVER SHEET
C2.1	HORIZONTAL CONTROL PLAN
C2.2	HORIZONTAL CONTROL PLAN
C3.1	GRADING PLAN
C3.2	GRADING PLAN
C4.1	UTILITY PLAN
C4.2	UTILITY PLAN
C5.1	STORMWATER CONTROL PLAN
C6.1	PRELIMINARY ALTA SURVEY PLAN
CIVIL: 9	
LIGHTING	
C1.3	PHOTOMETRIC
LIGHTING: 1	
LANDSCAPE	
L1.1	CONTEXTUAL MAP / PLAN
L1.2	ENLARGEMENT
L2.1	CHARACTER IMAGES
L2.2	PLANTING PALETTE
LANDSCAPE: 4	
SIGNAGE	
P2-P20	MASTER SIGN PROGRAM SHEETS
SIGNAGE: 1	
52	

#	DATE	ISSUES & REVISIONS	BY
12/20/2017	PLANNING SUBMITTAL	EP	
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11/26/2019	PLANNING RESUBMITTAL	EP	

PROJECT INFORMATION

LOCATION: 1201-1565 TARA HILLS DRIVE
PINOLE, CA 94564

CURRENT ZONING: CMU (COMMERCIAL MIXED USE)
SPECIFIC PLAN AREA (SP)
HIGH DENSITY RESIDENTIAL OVERLAY (HDRO)

SITE AREA 517,953 SF = 11.89 ACRES

NOTES

1. SIGNAGE SHOWN ON THE ARCHITECTURAL DRAWINGS IS NOTIONAL. SEE THE MASTER SIGNAGE PROGRAM (MSP) PROVIDED BY THE SIGNAGE CONSULTANT (PACIFIC NEON) FOR SPECIFIC SIGNAGE INFORMATION.

2. THE PROJECT'S ACTUAL PEAK PARKING DEMAND WILL ALLOW FOR A PROVIDED PARKING COUNT WHICH IS LOWER THAN THE MUNICIPAL CODE REQUIREMENT. SEE PARKING MEMORANDUM PROVIDED BY KIMLEY HORN

EXISTING BUILDING AREAS

GROSS BUILDING AREAS - EXISTING		
NAME	AREA	COMMENTS
SAFEWAY (E)	38,665 SF	TO BE DEMOLISHED
SHOP 1E	942 SF	TO BE DEMOLISHED
SHOP 2E	877 SF	TO REMAIN IN PROJECT
SHOP 3E	5,298 SF	TO REMAIN IN PROJECT
SHOP 11E	6,421 SF	TO BE DEMOLISHED
SHOP 12E	2,491 SF	TO BE DEMOLISHED
SHOP 13E	1,726 SF	TO BE DEMOLISHED
SHOP 14E	24,919 SF	TO BE DEMOLISHED
SHOP 15E	8,689 SF	TO REMAIN IN PROJECT
SHOP 16E	3,165 SF	TO REMAIN IN PROJECT
TOTAL	93,193 SF	

EXISTING PARKING INFO

ON-SITE PARKING
PARKING: 10 ACCESSIBLE SPACES
454 REGULAR SPACES

PARKING BREAKDOWN BY PARCEL

PARCEL 1	
TRACT 1	
APN: 402-282-002	
TRACT 2	
APN: 402-282-006	
TRACT 3	1 REGULAR SPACES
APN: 402-282-008	
TRACT 4	11 REGULAR SPACES
APN: 402-282-014	
TRACT 5	2 ACCESSIBLE SPACES
APN: 402-282-019	9 REGULAR SPACES
TRACT 6	2 REGULAR SPACES
APN: 402-282-010	
TRACT 7	3 REGULAR SPACES
APN: 402-282-007	
TRACT 8	9 REGULAR SPACES
APN: 402-282-009	
TRACT 9	1 ACCESSIBLE SPACES
APN: 402-282-010	166 REGULAR SPACES
TRACT 10	7 ACCESSIBLE SPACES
	252 REGULAR SPACES

PARCEL 2
TRACT 10

PARCEL 3
TRACT 10
1 REGULAR SPACE

PROPOSED BUILDING AREAS

GROSS BUILDING AREAS - PROPOSED		
NAME	AREA	COMMENTS
DRIVE-THRU	3,005 SF	
JUNIOR ANCHOR	10,357 SF	
KIOSK	1,100 SF	
SAFEWAY	55,044 SF	
SHOP 1	3,186 SF	
SHOP 2E	897 SF	
SHOP 3E	5,038 SF	
SHOP 4-10	14,688 SF	
SHOP 15E	8,689 SF	NOT ALTERED AS PART OF PROPOSED PROJECT
SHOP 16E	3,165 SF	NOT ALTERED AS PART OF PROPOSED PROJECT
TOTAL	105,149 SF	

PROPOSED OUTDOOR PATIOS

PROPOSED OUTDOOR PATIOS AND DINING		
NAME	AREA	COMMENTS
JUNIOR ANCHOR PATIO; POSSIBLE SHARED OR DEDICATED AREA	0 SF	
SAFEWAY PATIO	1,413 SF	
SHOP 1 PATIO	568 SF	
SHOPS 4-10 PATIO; POSSIBLE SHARED OR DEDICATED AREA	2,961 SF	
TOTAL	4,941 SF	

ZONING INFO

LOT AREA: 517,044 SF (11.87 AC)

ALLOWED FAR: 2.0 (PROPOSED BUILDING AREA/ SITE AREA)
PROPOSED FAR: .20
ALLOWED MAX. HEIGHT: 75' (15' ACCESSORY BLDG.)
PROPOSED MAX. HEIGHT: 33'

SETBACKS
FRONT YARD: 0' MIN, 5' MAX
SIDE YARD: 0' - 20' @ SERVICE SUBAREAS ADJACENT TO RESIDENTIAL
REAR YARD: 0' - 20' @ SERVICE SUBAREAS ADJACENT TO RESIDENTIAL
STREET SIDE YARD: 10'

AUTO SERVICE STATION: 15' MIN FROM ROW (PRIMARY BUILDINGS)
30' MIN FROM ROW, 15' FROM INT. PARCEL LINE (NON-PRIMARY)
500' MIN FROM OTHER SERVICE STATIONS

DRIVE-THROUGH: AISLE ENTRANCES/EXITS 25' MIN FROM ROW
AISLE ENTRANCES/EXITS 25' MIN FROM ADJACENT CURB-CUT

OUTDOOR SEATING: NOT TO ENCROACH INTO A 6'-0" WIDE CONTINUOUS PEDESTRIAN PATH OF TRAVEL OR REQUIRED SETBACKS, PUBLIC RIGHTS-OF-WAY, DRIVEWAYS, LANDSCAPED AREAS, PARKING SPACES, BICYCLE LANES, SEATING, OR TRASH RECEPTACLES

ON-SITE PARKING
PARKING REQUIRED: SEE KIMLEY-HORN PARKING AND TRAFFIC STUDIES FOR AVERAGE AND PEAK TRAFFIC DEMANDS BASED ON ITE FOR SHOPPING CENTER
PARKING PROVIDED: SEE CIVIL DRAWING C2.3

PARKING BREAKDOWN BY PARCEL

PARCEL 1	
TRACT 1	21 ACCESSIBLE SPACES 322 REGULAR SPACES
TRACT 2	3 REGULAR SPACES
TRACT 3	0
TRACT 4	1 ACCESSIBLE SPACES 10 REGULAR SPACES

NAME	AREA	PARKING RATIO RQD.	PARKING RQD.
SAFEWAY	57,250 SF	1/250 SF	229
SHOPS	5,810 SF	1/300 SF	19
EXISTING BOA	14,990 SF	1/300 SF	50
KIOSK	770 SF	1/300 SF	3
EXISTING CITIBANK	5,720 SF	1/300 SF	19
EXISTING REST.	3,170 SF	1/100 SF	16
TOTAL	87,710 SF	TOTAL PARKING RQD.	336
		TOTAL PARKING PROVIDED	417

BIKE PARKING PER 17.48.120
REQUIRED (1/10,000, 2 MIN PER ESTABLISHMENT = 11 (12@ 2 PER EST.)



SITE PLAN



1211-1251 TARA HILLS DRIVE



1261 TARA HILLS DRIVE



1401 TARA HILLS DRIVE



1421 TARA HILLS DRIVE



1402 TARA HILLS DRIVE



1565-1577 TARA HILLS DRIVE



1431-1501 TARA HILLS DRIVE



1500 TARA HILLS DRIVE



2298 APPLAN WAY

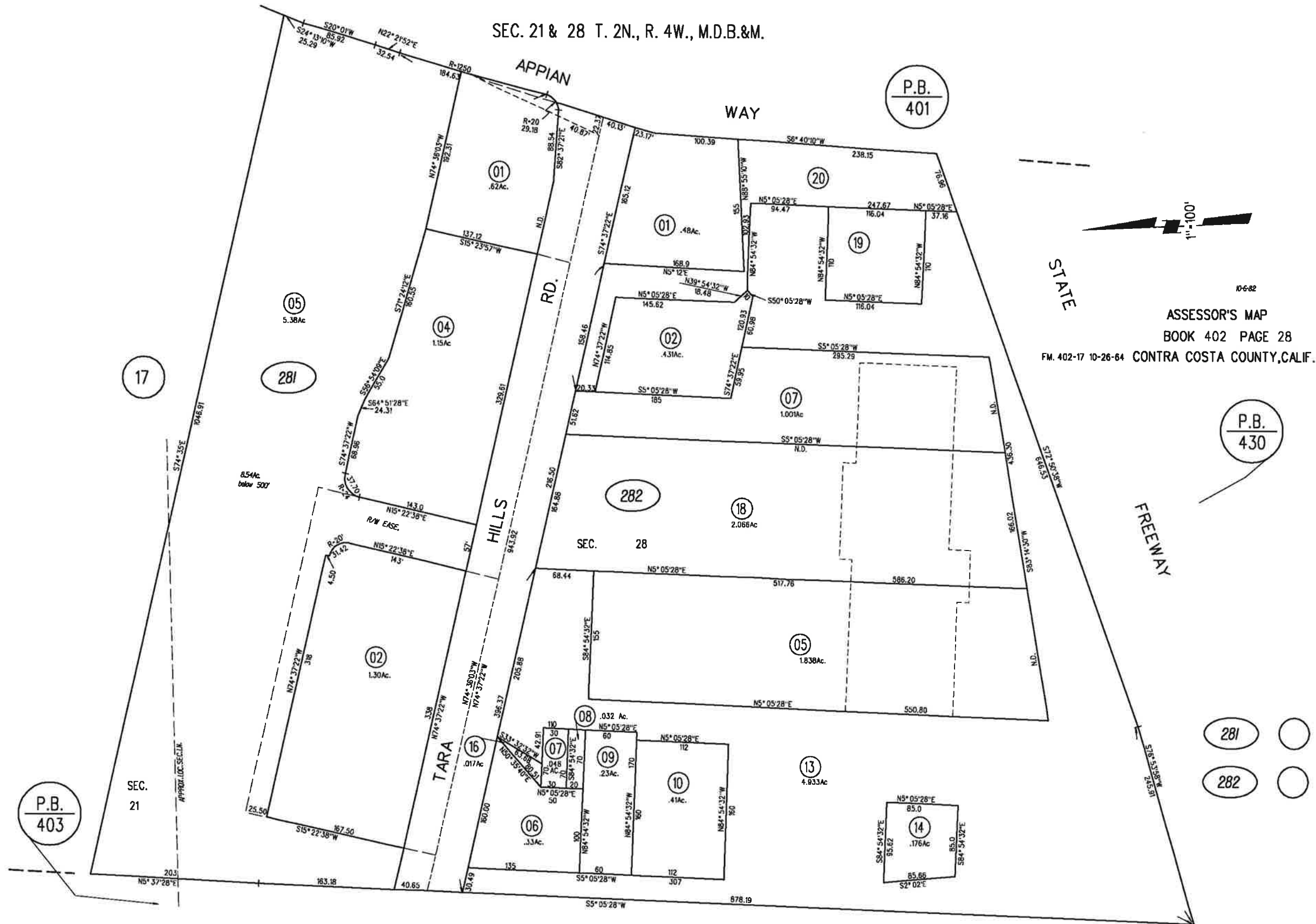


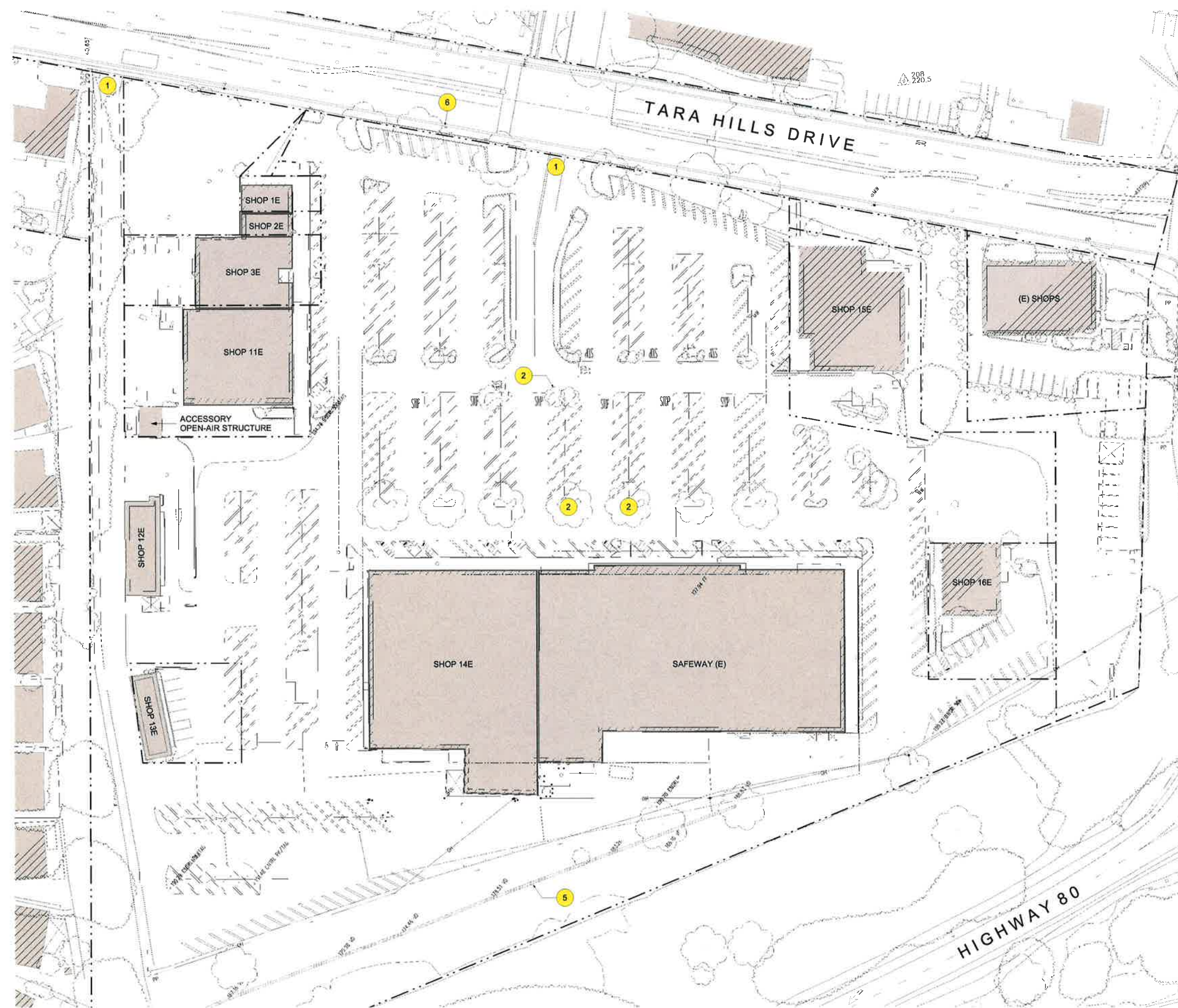
1599 TARA HILLS DRIVE

EXISTING CONDITIONS

PINOLE SQUARE: 1201-1565 TARA HILLS DR. PINOLE, CA

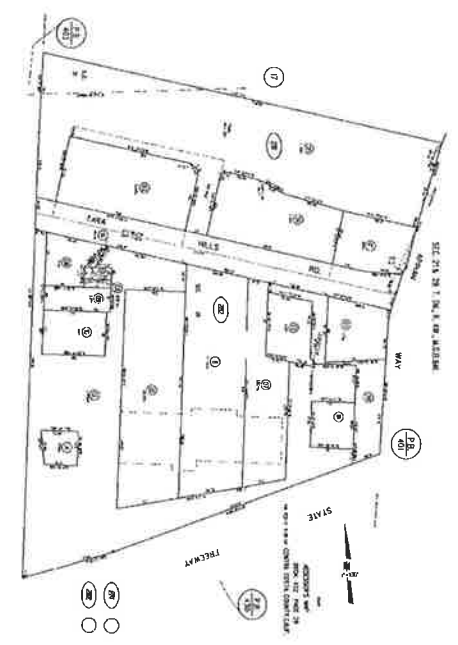
#	DATE	ISSUES & REVISIONS	BY
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3	11/28/2019	PLANNING RESUBMITTAL	EP





LEGEND

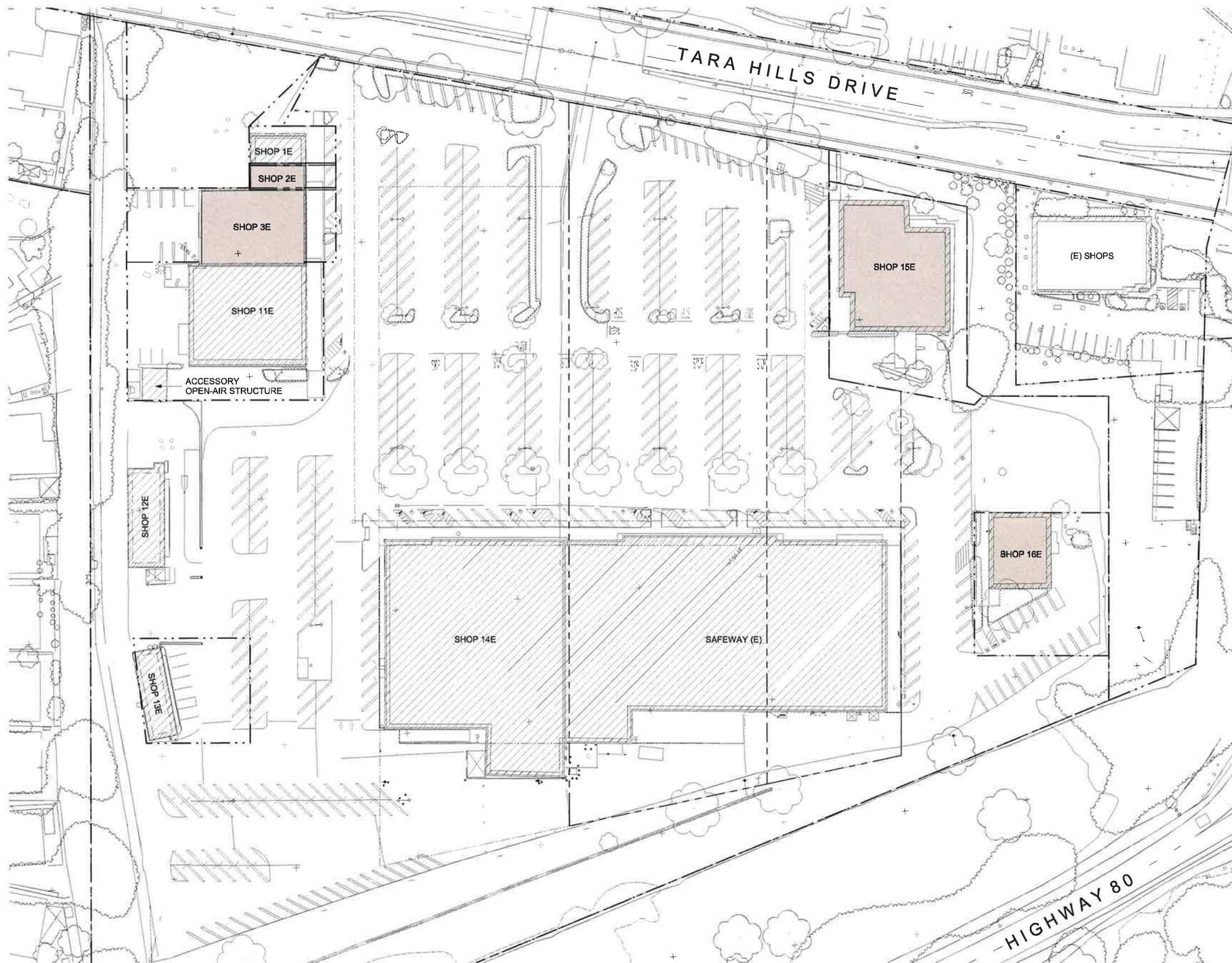
- PROPERTY LINE
- SETBACK LINE
- [Hatched Box] EXISTING BUILDING
- [Solid Box] EXISTING BUILDING NOT IN CONTRACT



- KEY NOTES**
- 1 (E) DRIVEWAY
 - 2 (E) TREE TO BE REMOVED, TYP
 - 3 SITE PREPARED FOR (N) GRADING, SCD
 - 4 (E) TO REMAIN, SCD
 - 5 (E) PLANTED CALTRANS ROW
 - 6 (E) WESTCAT BUS STOP



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LEGEND

EXISTING STRUCTURE

EXISTING STRUCTURE TO BE DEMOLISHED IN PHASE

EXISTING STRUCTURE TO BE RENOVATED IN PHASE

EXISTING BUILDING NOT IN CONTRACT

FUEL STATION

GROCERY

JUNIOR ANCHOR

RESTAURANT

RETAIL

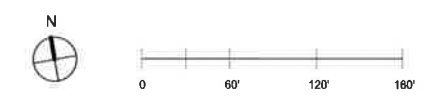
TRASH



PHASE 1



PHASE 2



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08/30/2019	PLANNING RESUBMITTAL	EP	
11/28/2019	PLANNING RESUBMITTAL	EP	



LEGEND

- PROPERTY LINE
- SETBACK LINE
- PATIO
- FUEL STATION
- GROCERY
- JUNIOR ANCHOR
- RESTAURANT
- RETAIL
- UTILITY

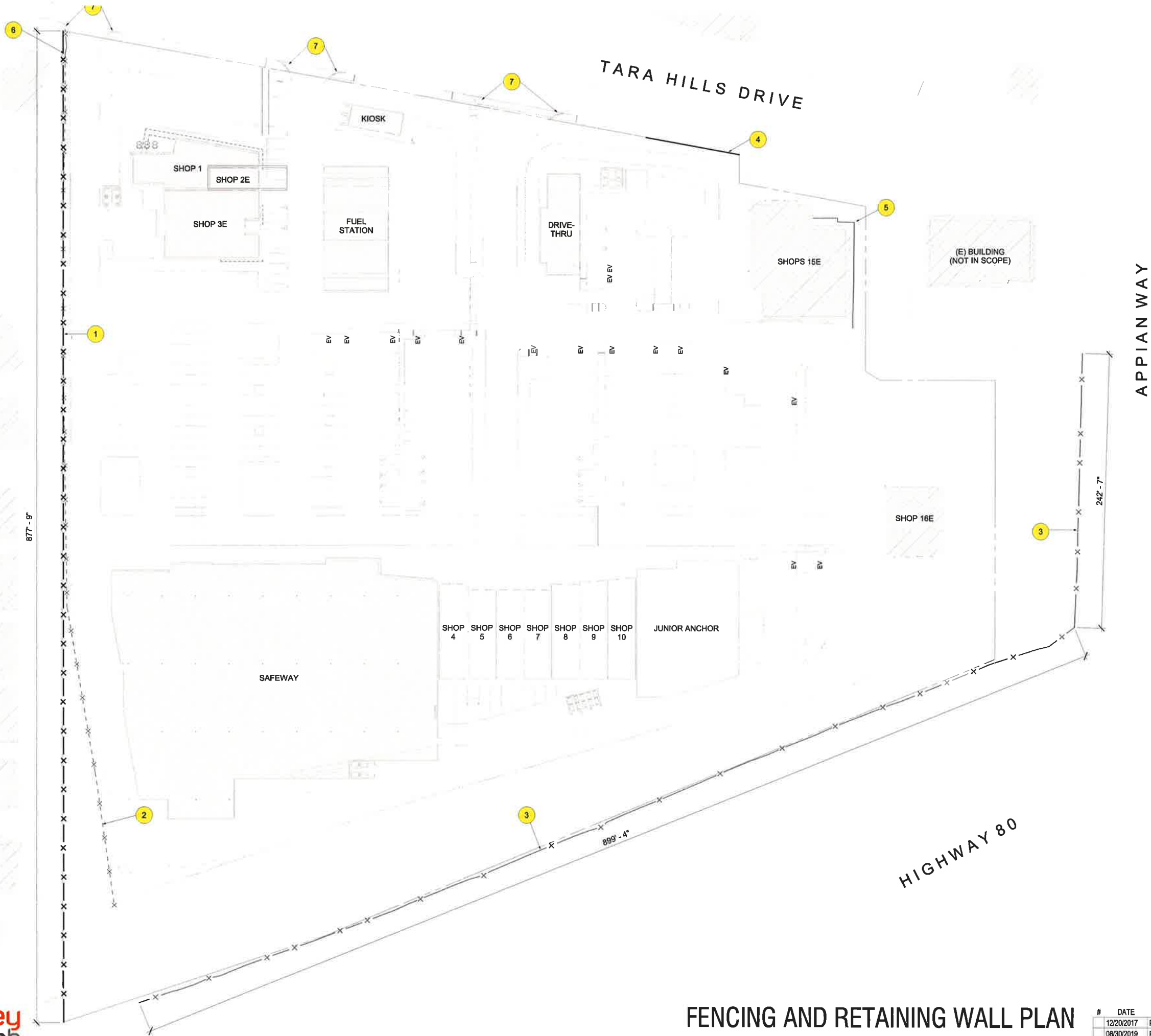
KEY NOTES

- 1 (E) DRIVEWAY
- 2 (N) TRUCK LOADING AREA
- 3 500' RADIUS FROM NEAREST FUEL STATION
- 4 (N) MONUMENT SIGNAGE
- 5 3-WAY STOP
- 6 STORMWATER TREATMENT PLANTER, SLD
- 7 TRUCK PATH
- 8 TRASH ENCLOSURE
- 9 BUS STOP (INACTIVE)
- 10 PROPOSED TRANSFORMER LOCATION, SCREENED.
- 11 (N) RETAINING WALL

PROPOSED OUTDOOR PATIOS AND DINING		
NAME	AREA	COMMENTS
JUNIOR ANCHOR PATIO; POSSIBLE SHARED OR DEDICATED AREA	0 SF	
SAFEWAY PATIO	1,413 SF	
SHOP 1 PATIO	568 SF	
SHOPS 4-10 PATIO; POSSIBLE SHARED OR DEDICATED AREA	2,961 SF	
TOTAL	4,941 SF	

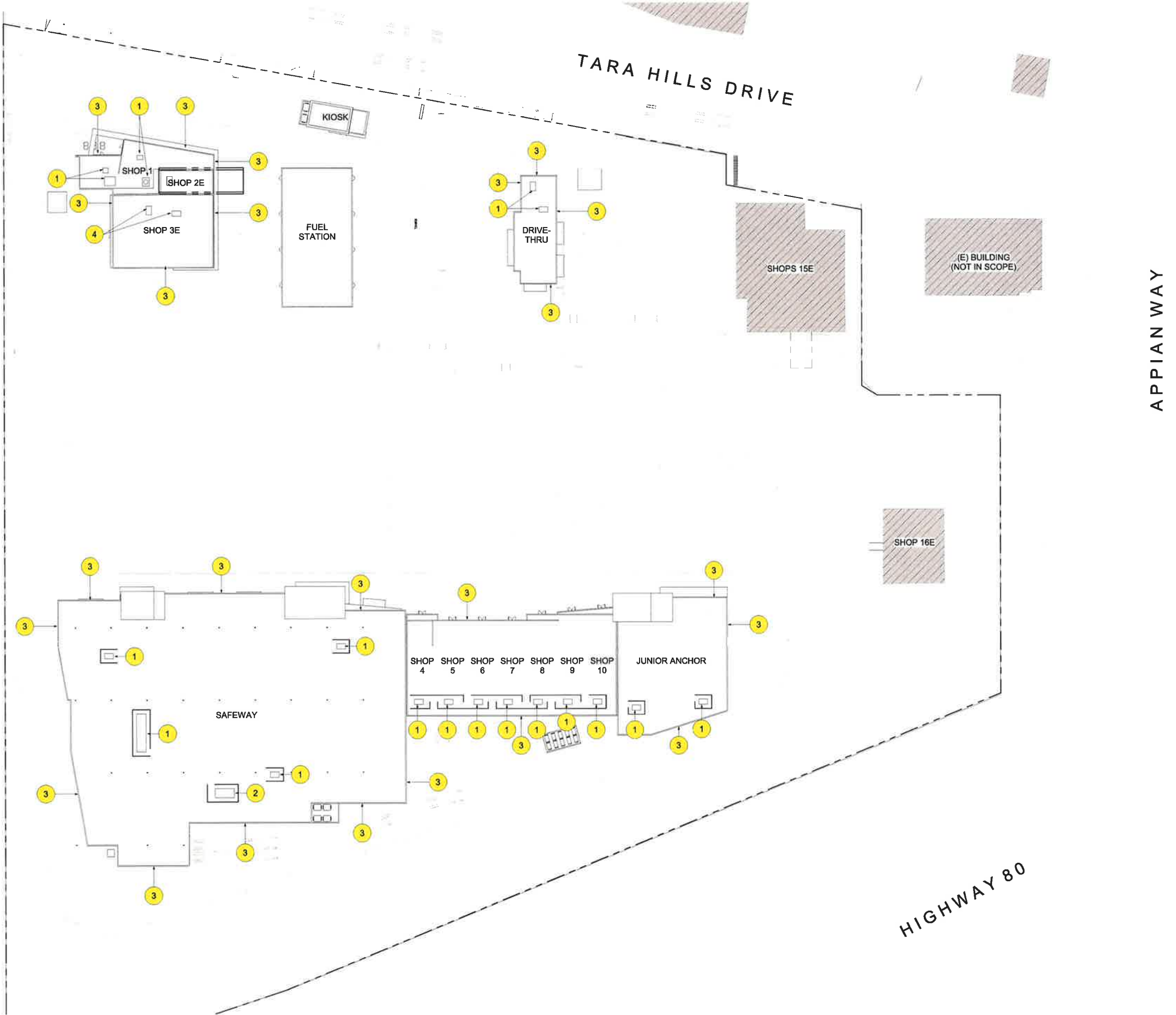
GROSS BUILDING AREAS - PROPOSED		
NAME	AREA	COMMENTS
DRIVE-THRU	3,005 SF	
JUNIOR ANCHOR	10,357 SF	
KIOSK	1,100 SF	
SAFEWAY	55,044 SF	
SHOP 1	3,166 SF	
SHOP 2E	897 SF	
SHOP 3E	5,038 SF	
SHOP 4-10	14,688 SF	
SHOP 15E	8,689 SF	NOT ALTERED AS PART OF PROPOSED PROJECT
SHOP 16E	3,165 SF	NOT ALTERED AS PART OF PROPOSED PROJECT
TOTAL	105,149 SF	



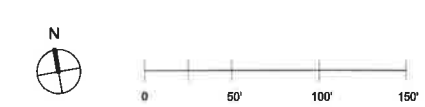


- | KEY NOTES | | |
|-----------|---|---|
| — x — | 1 | (N) FENCE, SLD FOR HEIGHT AND MATERIALS |
| -x-x- | 2 | (E) FENCE TO BE REMOVED |
| — x — | 3 | (E) FENCE TO REMAIN |
| — | 4 | (N) RETAINING WALL |
| — | 5 | (E) RETAINING WALL TO REMAIN |
| | 6 | END OF FENCE LINE |
| | 7 | CLEAR VISION TRIANGLE |

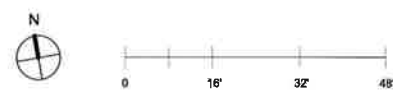
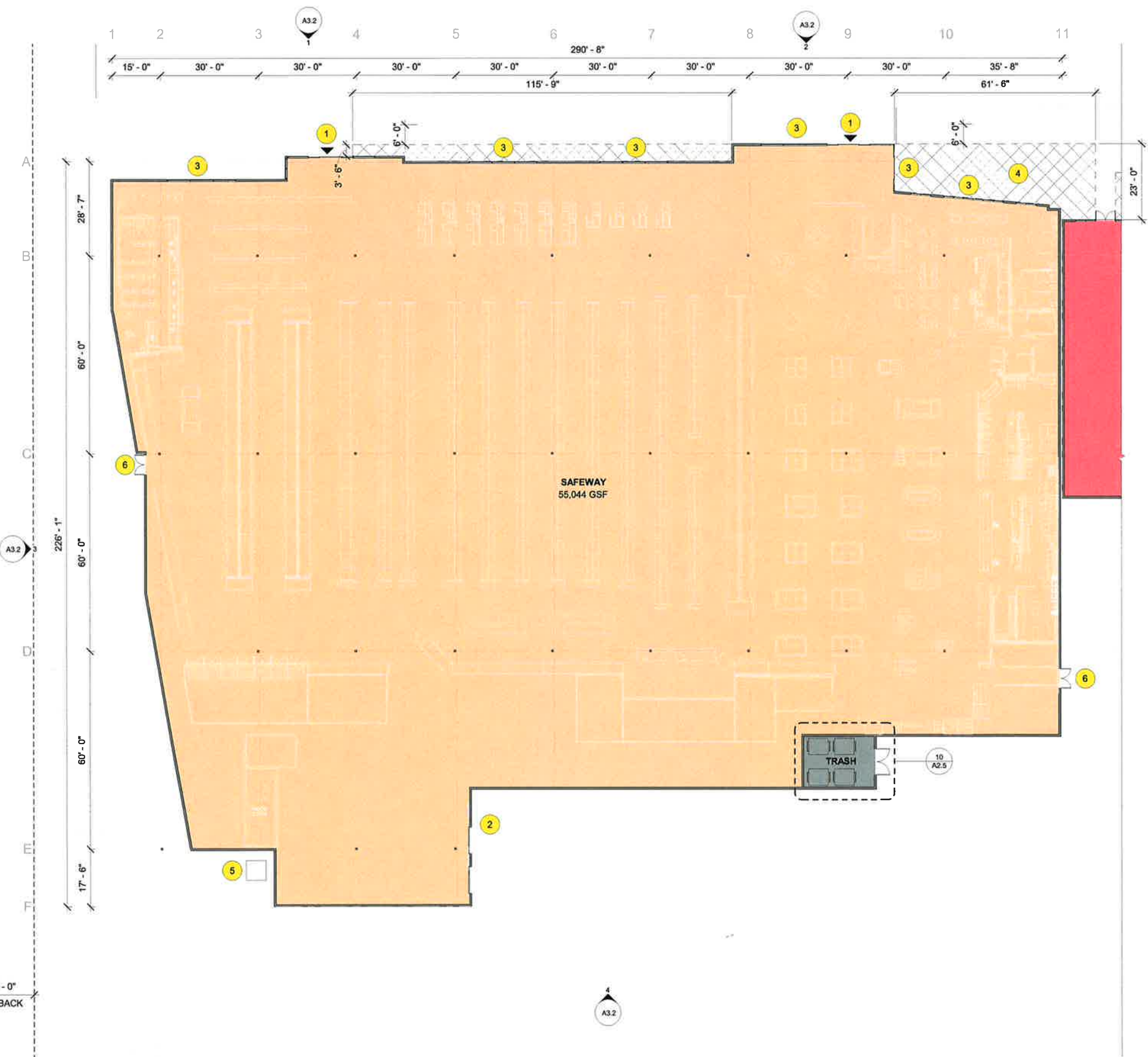
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- KEY NOTES**
- 1 MECHANICAL EQUIPMENT
 - 2 REFRIGERATION COOLER
 - 3 PARAPET (SCREENING ELEMENT)
 - 4 (E) MECHANICAL EQUIPMENT TO REMAIN



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LEGEND

PROPERTY LINE

SETBACK LINE

TENANT DEMISING WALLS, EXACT LOCATION MAY CHANGE

OUTDOOR PATIO

ENTRANCE

KEY NOTES

1

CHECKOUT STANDS

2

CART STORAGE

3

LOADING AREA

4

TRUCK DOCK

5

GATED BIKE PARKING, SLD

6

PLANTERS, SLD

7

AWNING ABOVE

8

SEATING

9

BOLLARDS, SLD

10

EXIT ONLY DOORS

11

CUSTOMER ENTRY

12

OUTDOOR SEATING

13

MONUMENT SIGNAGE

14

WINDOW

15

FUEL PUMP

16

TRANSFORMER

17

GAS METER

18

TRASH ENCLOSURE

19

ALCOVE WITH SEATING

20

VEHICULAR QUEUEING/STACKING AREA

21

STANDING- SEAM METAL ROOFING

22

"OPEN AIR" LOUVER PANEL

23

TRASH BIN/ DUMPSTER

24

15' PRIMARY AUTO SERVICE STATION SETBACK (KIOSK)

25

30' NON-PRIMARY AUTO SERVICE STATION SETBACK (FUEL STATION)

26

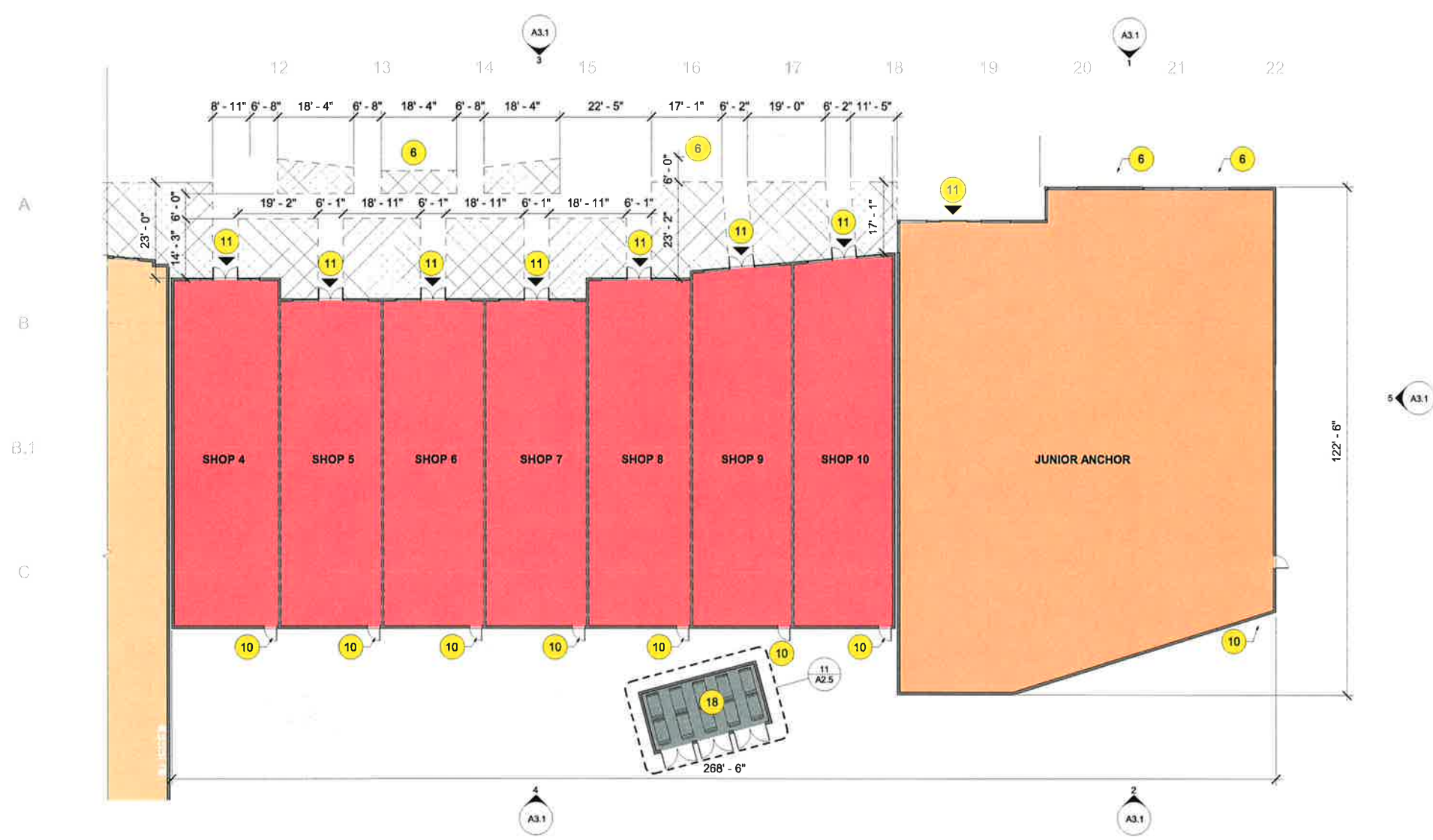
DRIVE-THRU ENTRANCE/EXIT 25' ROW SETBACK

27

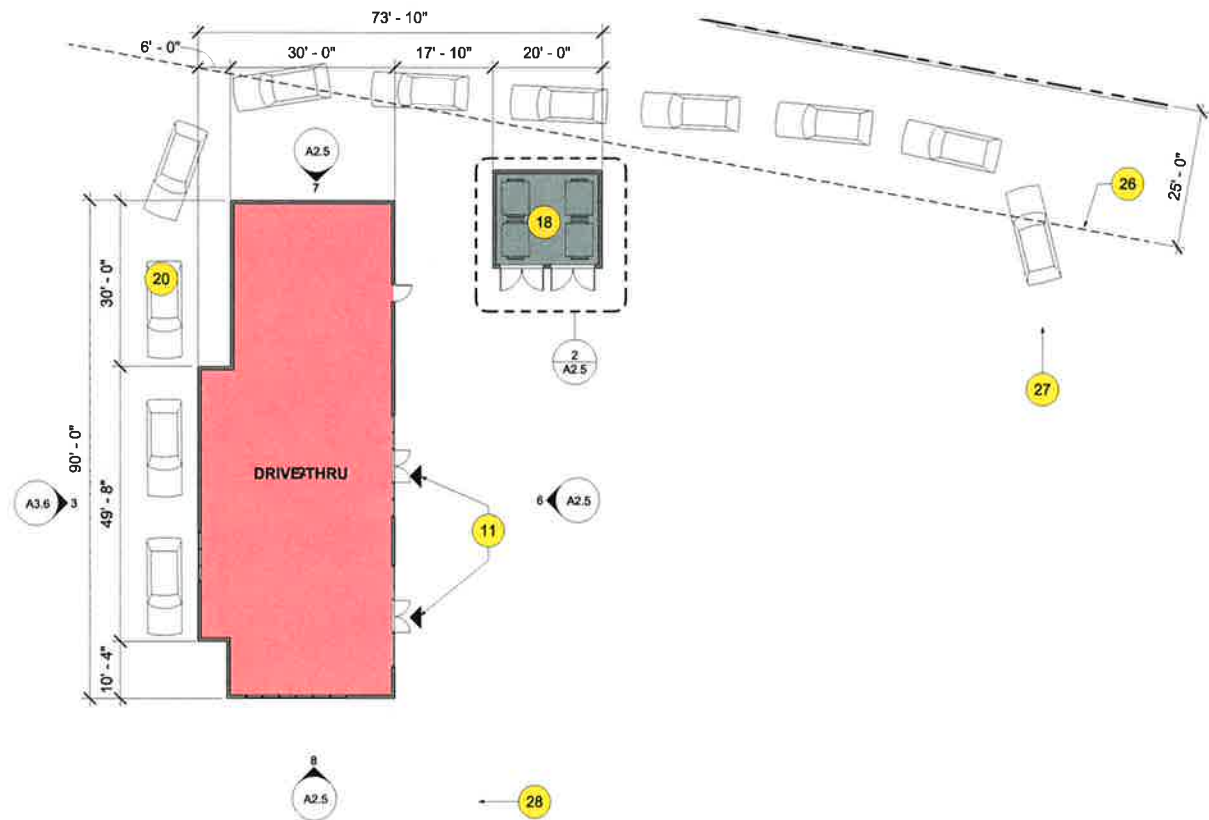
DRIVE-THRU ENTRANCE

28

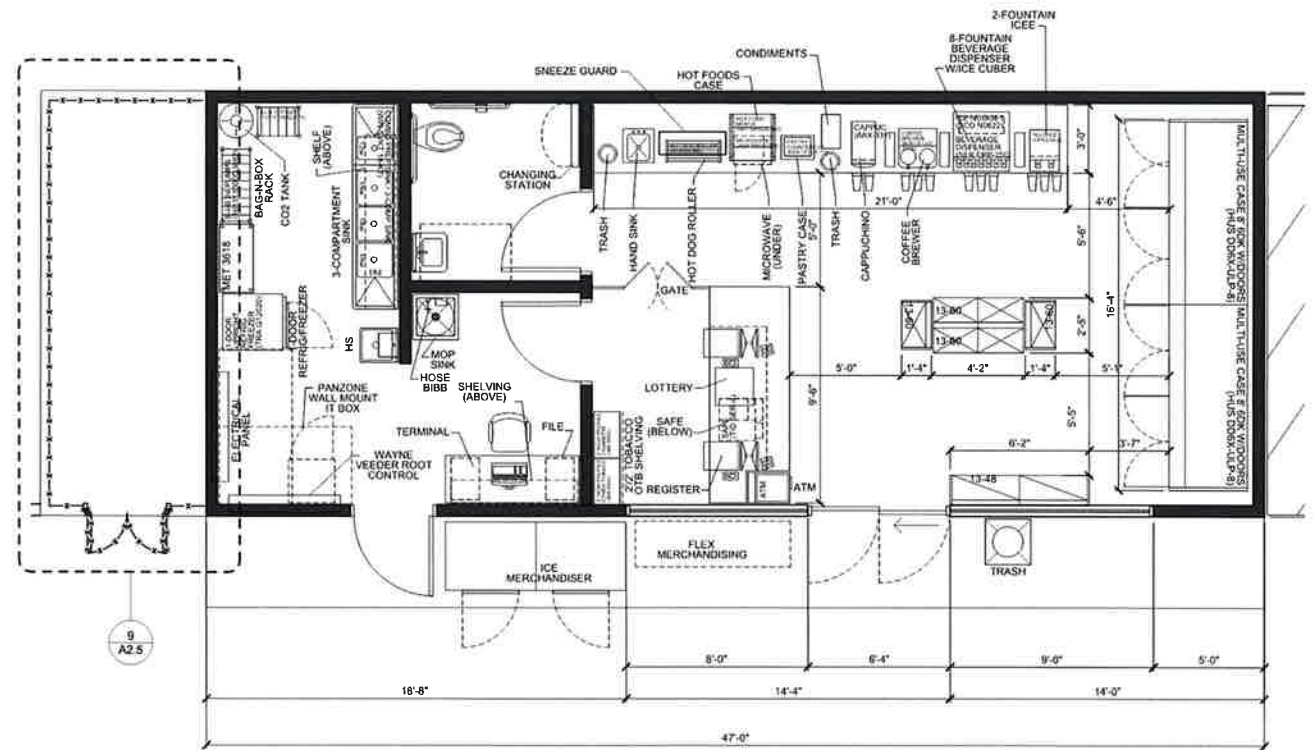
DRIVE-THRU EXIT



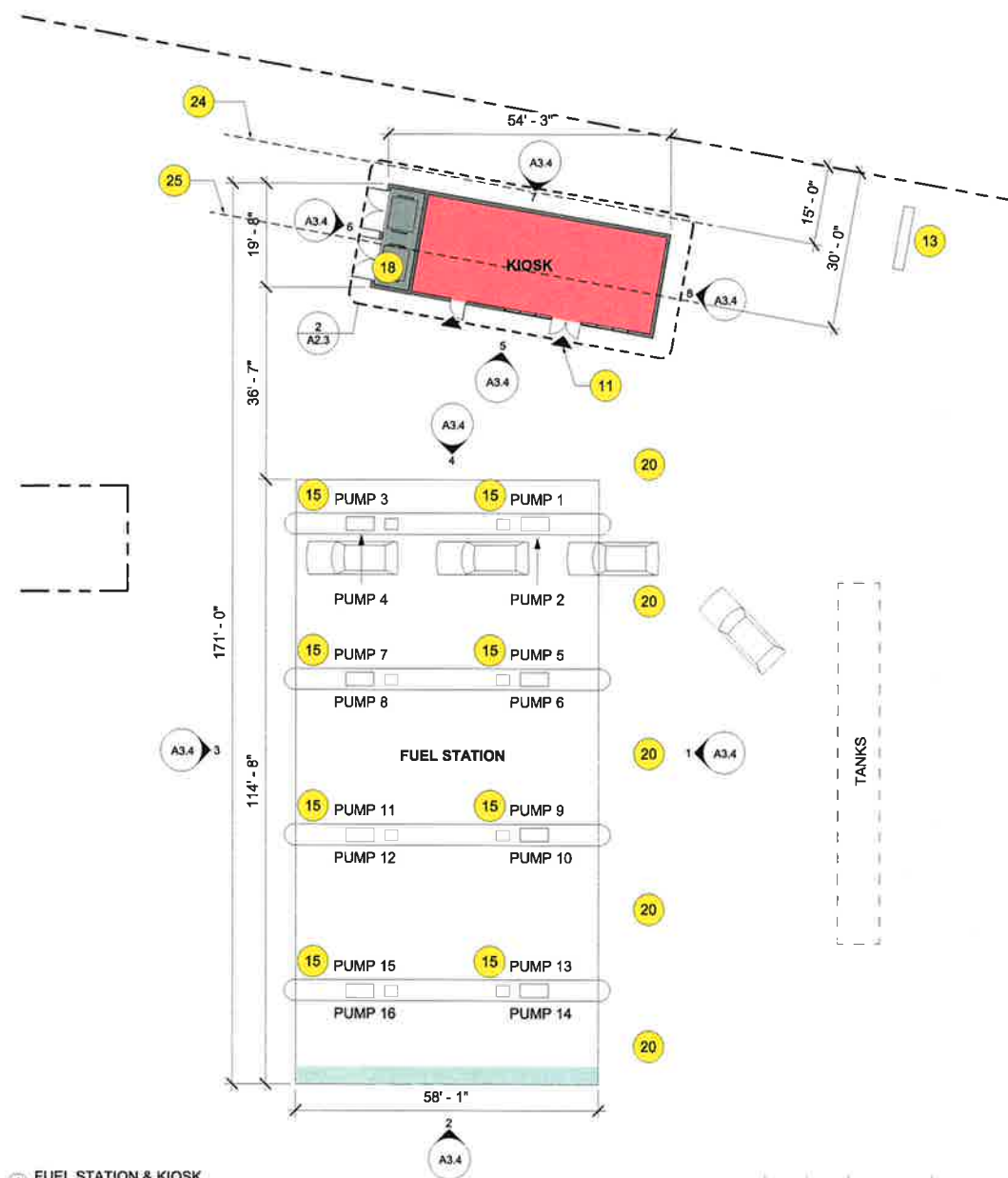
#	DATE	ISSUES & REVISIONS	BY
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11/28/2019	PLANNING RESUBMITTAL	EP	



3 DRIVE-THRU
1/16" = 1'-0"



2 FUEL STATION KIOSK
1/4" = 1'-0"



1 FUEL STATION & KIOSK
1/16" = 1'-0"

LEGEND

- PROPERTY LINE
- SETBACK LINE
- TENANT DEMISING WALLS, EXACT LOCATION MAY CHANGE
- OUTDOOR PATIO
- ENTRANCE

KEY NOTES

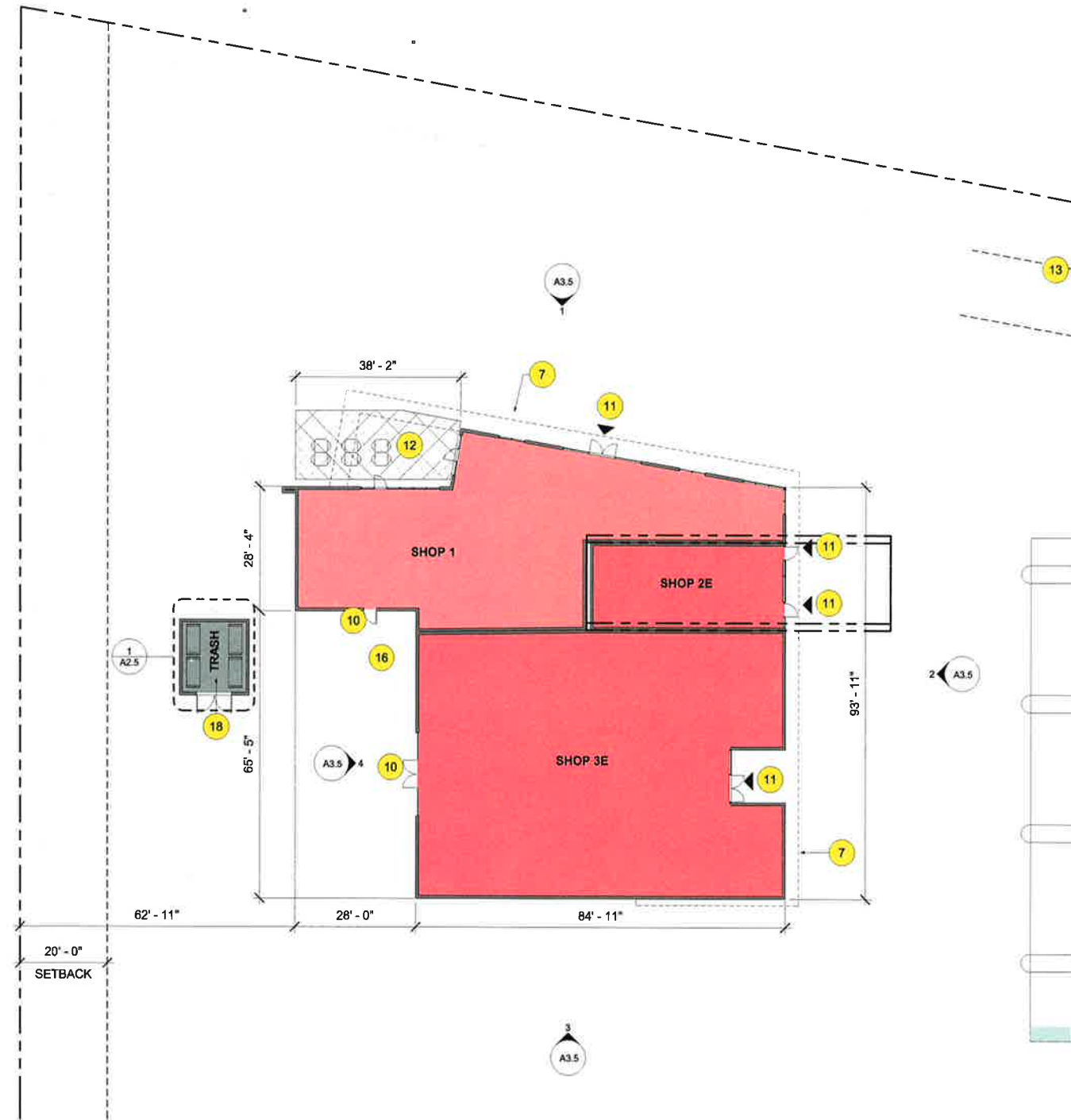
- 1 CHECKOUT STANDS
- 2 CART STORAGE
- 3 LOADING AREA
- 4 TRUCK DOCK
- 5 GATED BIKE PARKING, SLD
- 6 PLANTERS, SLD
- 7 AWNING ABOVE
- 8 SEATING
- 9 BOLLARDS, SLD
- 10 EXIT ONLY DOORS
- 11 CUSTOMER ENTRY
- 12 OUTDOOR SEATING
- 13 MONUMENT SIGNAGE
- 14 WINDOW
- 15 FUEL PUMP
- 16 TRANSFORMER
- 17 GAS METER
- 18 TRASH ENCLOSURE
- 19 ALCOVE WITH SEATING
- 20 VEHICULAR QUEUEING/STACKING AREA
- 21 STANDING- SEAM METAL ROOFING
- 22 "OPEN AIR" LOUVER PANEL
- 23 TRASH BIN/ DUMPSTER
- 24 15' PRIMARY AUTO SERVICE STATION SETBACK (KIOSK)
- 25 30' NON-PRIMARY AUTO SERVICE STATION SETBACK (FUEL STATION)
- 26 DRIVE-THRU ENTRANCE/EXIT 25' ROW SETBACK
- 27 DRIVE-THRU ENTRANCE
- 28 DRIVE-THRU EXIT

LEGEND

- PROPERTY LINE
- SETBACK LINE
- TENANT DEMISING WALLS, EXACT LOCATION MAY CHANGE
- OUTDOOR PATIO
- ENTRANCE

KEY NOTES

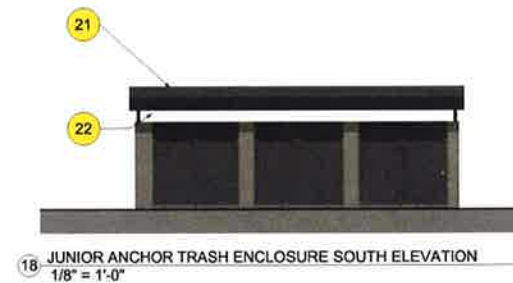
- 1 CHECKOUT STANDS
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- 6 PLANTERS, SLD
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- 26 DRIVE-THRU ENTRANCE/EXIT 25' ROW SETBACK
- 27 DRIVE-THRU ENTRANCE
- 28 DRIVE-THRU EXIT



NOTE: SHOPS 2E & 3E ARE RENOVATIONS OF EXISTING BUILDINGS



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18 JUNIOR ANCHOR TRASH ENCLOSURE SOUTH ELEVATION
1/8" = 1'-0"



17 JUNIOR ANCHOR TRASH ENCLOSURE NORTH ELEVATION
1/8" = 1'-0"



16 JUNIOR ANCHOR TRASH ENCLOSURE EAST ELEVATION
1/8" = 1'-0"



15 SAFEWAY TRASH ENCLOSURE SOUTH ELEVATION
1/8" = 1'-0"



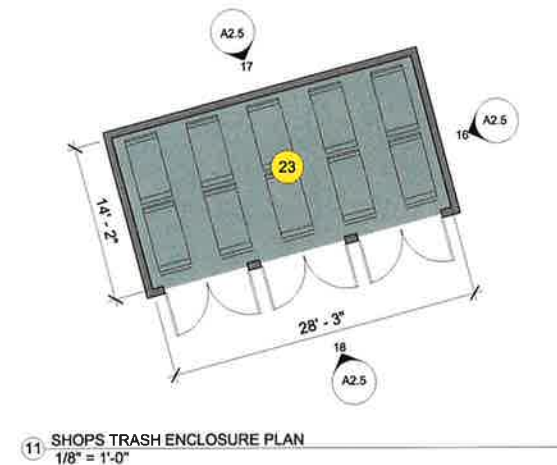
14 SAFEWAY TRASH ENCLOSURE EAST ELEVATION
1/8" = 1'-0"



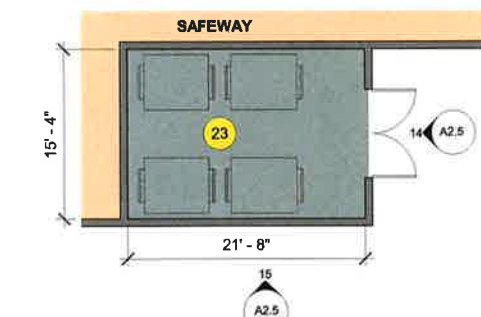
13 KIOSK TRASH ENCLOSURE WEST ELEVATION
1/8" = 1'-0"



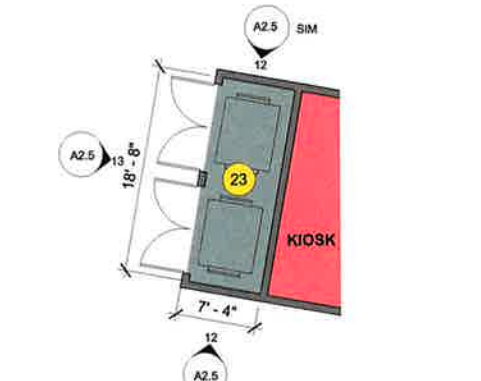
12 KIOSK TRASH ENCLOSURE SOUTH ELEVATION
1/8" = 1'-0"



11 SHOPS TRASH ENCLOSURE PLAN
1/8" = 1'-0"



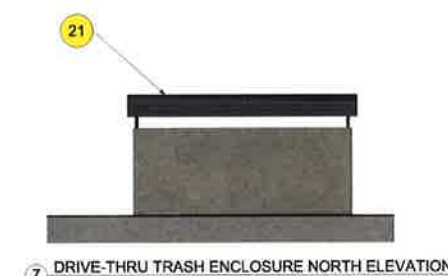
10 SHOPS 1-3 TRASH ENCLOSURE PLAN
1/8" = 1'-0"



9 GAS STATION KIOSK TRASH ENCLOSURE PLAN
1/8" = 1'-0"



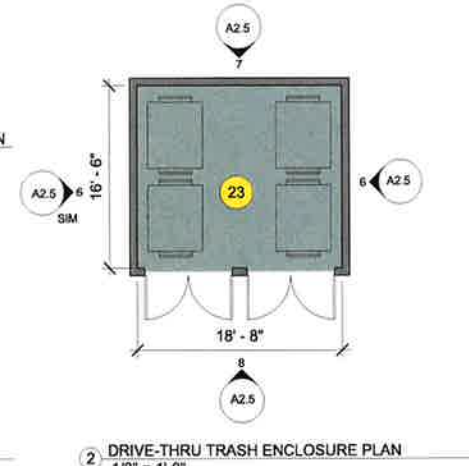
8 DRIVE-THRU TRASH ENCLOSURE SOUTH ELEVATION
1/8" = 1'-0"



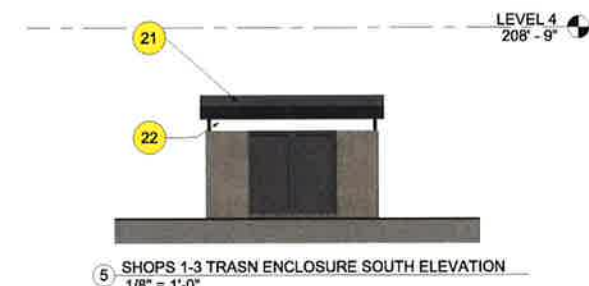
7 DRIVE-THRU TRASH ENCLOSURE NORTH ELEVATION
1/8" = 1'-0"



6 DRIVE-THRU TRASH ENCLOSURE EAST ELEVATION
1/8" = 1'-0"



2 DRIVE-THRU TRASH ENCLOSURE PLAN
1/8" = 1'-0"



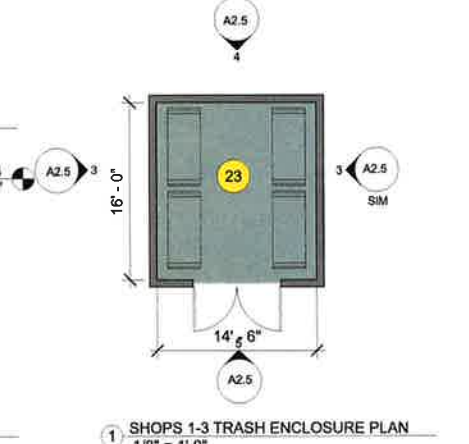
5 SHOPS 1-3 TRASH ENCLOSURE SOUTH ELEVATION
1/8" = 1'-0"



4 SHOP 1 TRASH ENCLOSURE NORTH ELEVATION
1/8" = 1'-0"



3 SHOPS 1-3 TRASH ENCLOSURE WEST ELEVATION
1/8" = 1'-0"



1 SHOPS 1-3 TRASH ENCLOSURE PLAN
1/8" = 1'-0"

KEY NOTES

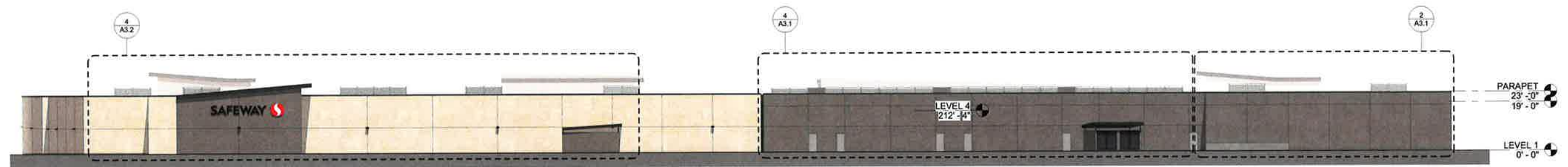
- 1 CHECKOUT STANDS
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- 7 AWNING ABOVE
- 8 SEATING
- 9 BOLLARDS, SLD
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- 20 VEHICULAR QUEUEING/STACKING AREA
- 21 STANDING- SEAM METAL ROOFING
- 22 "OPEN AIR" LOUVER PANEL
- 23 TRASH BIN/ DUMPSTER

NOTE: IT IS ASSUMED THAT SOLID WASTE, RECYCLING, TALLOW BINS, AND GREEN WASTE WILL BE PICKED UP THREE TIMES A WEEK. THIS CAN BE INCREASED IF FUTURE DEMAND IS DEEMED NECESSARY.

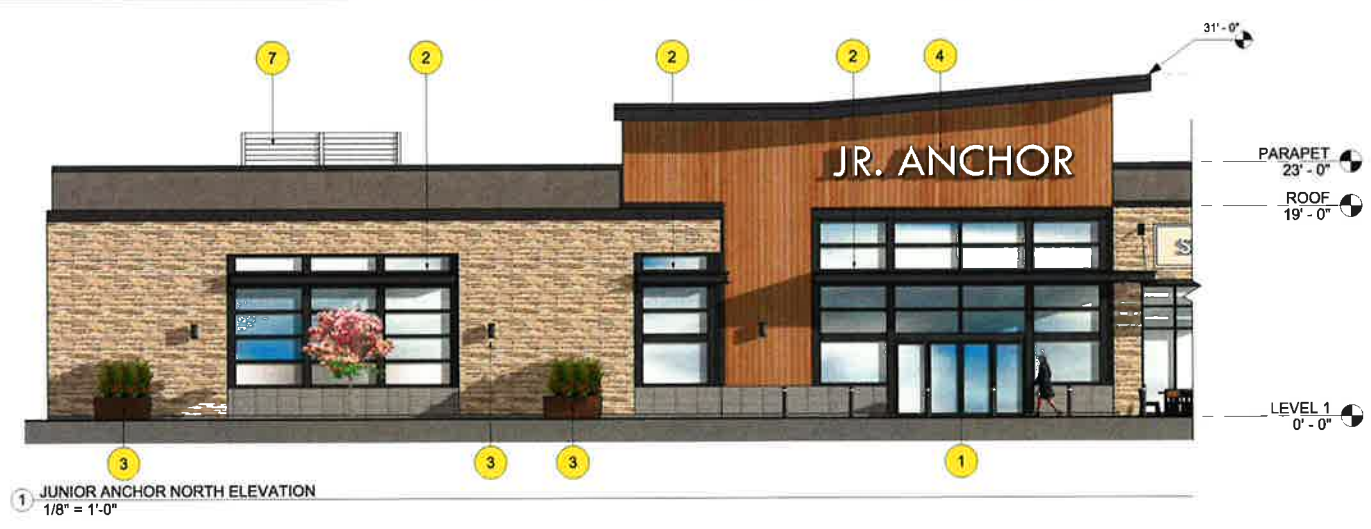
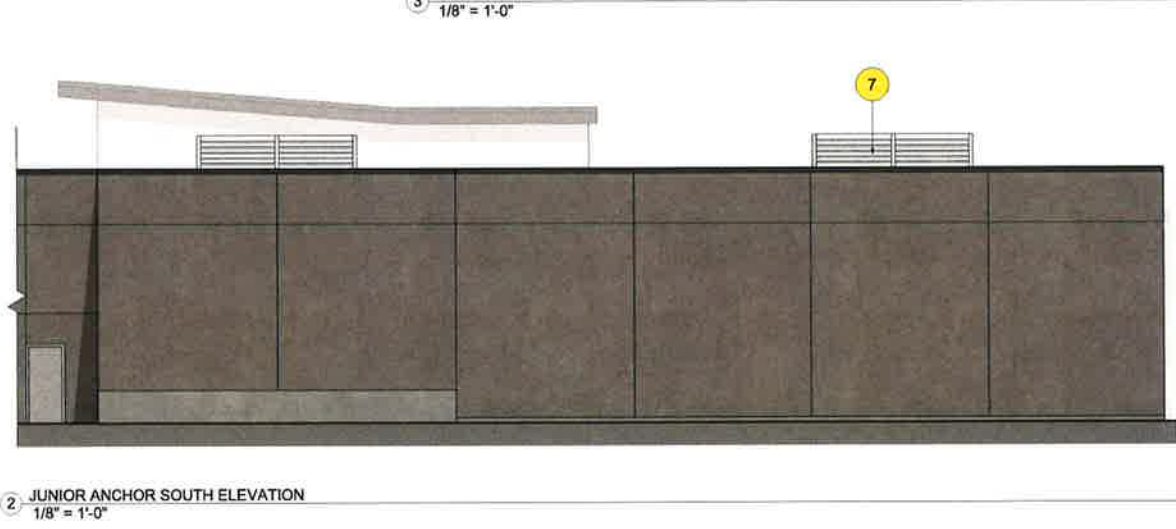
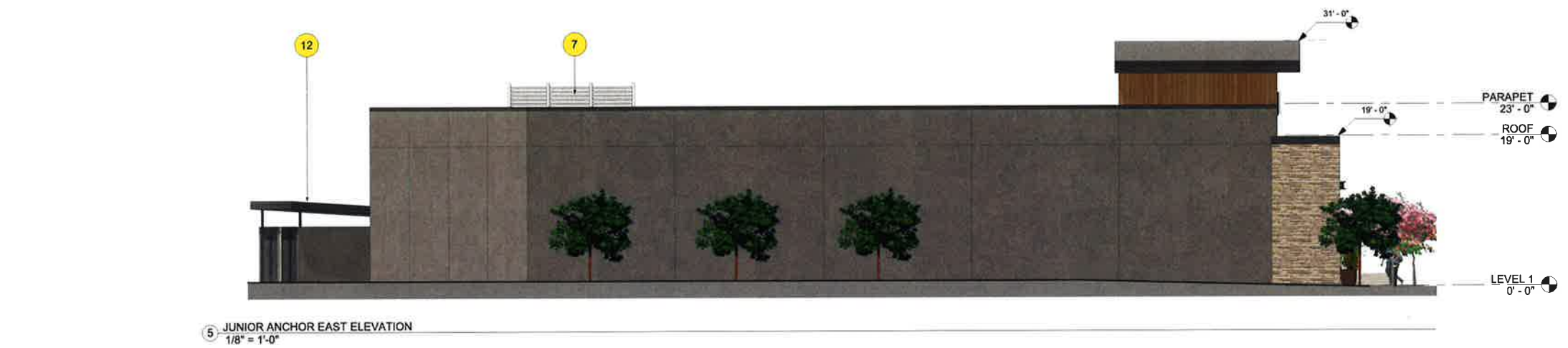




1 FRONT ELEVATION FACING TARA HILLS DRIVE (SOUTH ELEVATION)
1" = 20'-0"



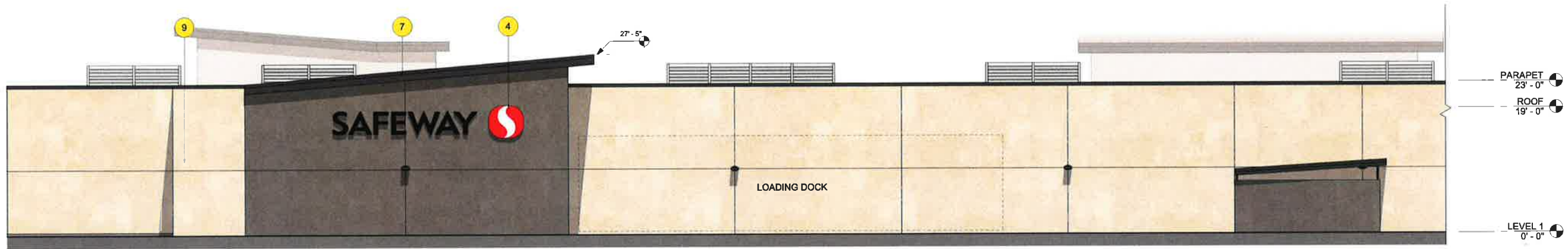
2 BACK ELEVATION FACING HIGHWAY 80 (NORTH ELEVATION)
1" = 20'-0"



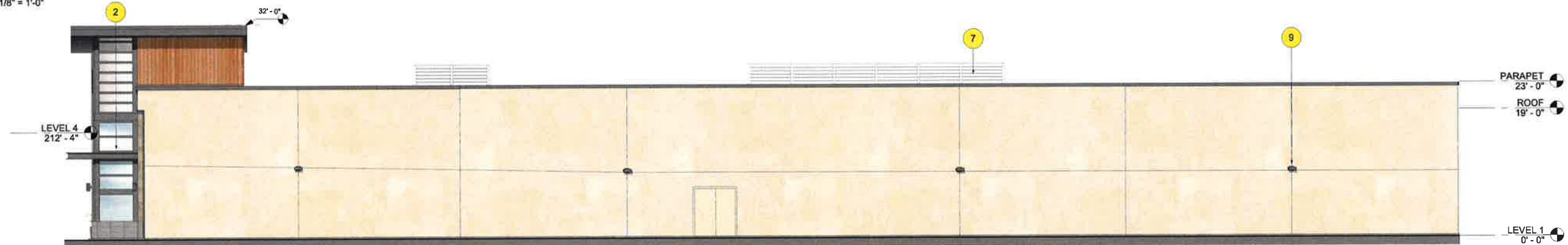
LEGEND	
	FIBER CEMENT PANELS NICHIBA ANTIQUUE WOOD
	PAINTED STUCCO BENJAMIN MOORE
	PAINTED STUCCO BENJAMIN MOORE TAPESTRY BEIGE 975
	CEMENTITIOUS (MANUFACTURED) "STONE" EL DORADO, ALDERWOOD OR SIMILAR
	PORCELAIN TILE BASE DAL TILE IMAGICA MIDNIGHT IG98
	PAINTED STOREFRONT AND TRIM - DARK GREY

KEY NOTES	
1	BUILDING ENTRY
2	ARCHITECTURAL AWNING/ PROJECTION
3	PLANTER
4	SIGNAGE, SEE SIGNAGE DOCUMENTS
5	NOT USED
6	SEATING
7	METAL LOUVERS
8	GREEN SCREEN
9	LIGHTING
10	(N) ATM
11	DRIVE THRU WINDOW
12	TRASH ENCLOSURE

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4 SAFEWAY SOUTH ELEVATION
1/8" = 1'-0"



3 SAFEWAY WEST ELEVATION
1/8" = 1'-0"



2 SAFEWAY NORTH ELEVATION - B
1/8" = 1'-0"



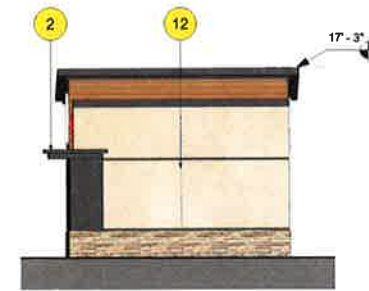
1 SAFEWAY NORTH ELEVATION - A
1/8" = 1'-0"

LEGEND

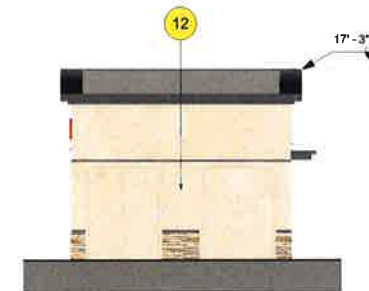
	FIBER CEMENT PANELS NICHHA ANTIQUE WOOD
	PAINTED STUCCO BENJAMIN MOORE
	PAINTED STUCCO BENJAMIN MOORE TAPESTRY BEIGE 975
	CEMENTITIOUS (MANUFACTURED) "STONE" EL DORADO, ALDERWOOD OR SIMILAR
	PORCELAIN TILE BASE DAL TILE IMAGICA MIDNIGHT IG98
	PAINTED STOREFRONT AND TRIM - DARK GREY

KEY NOTES

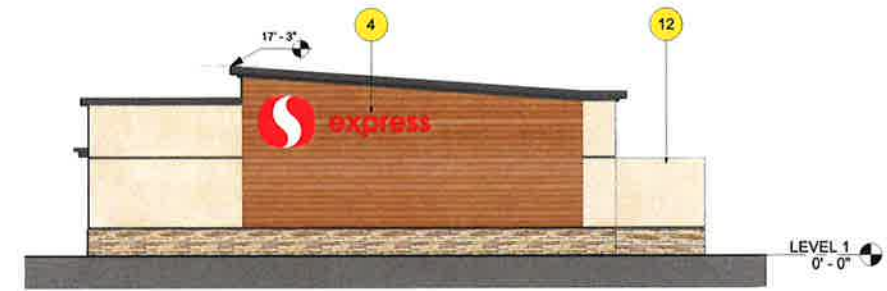
- 1 BUILDING ENTRY
- 2 ARCHITECTURAL AWNING/
PROJECTION
- 3 PLANTER
- 4 SIGNAGE, SEE SIGNAGE
DOCUMENTS
- 5 NOT USED
- 6 SEATING
- 7 METAL LOUVERS
- 8 GREEN SCREEN
- 9 LIGHTING
- 10 (N) ATM
- 11 DRIVE THRU WINDOW
- 12 TRASH ENCLOSURE



8 KIOSK EAST ELEVATION
1/8" = 1'-0"



6 KIOSK WEST ELEVATION
1/8" = 1'-0"



7 KIOSK NORTH ELEVATION
1/8" = 1'-0"



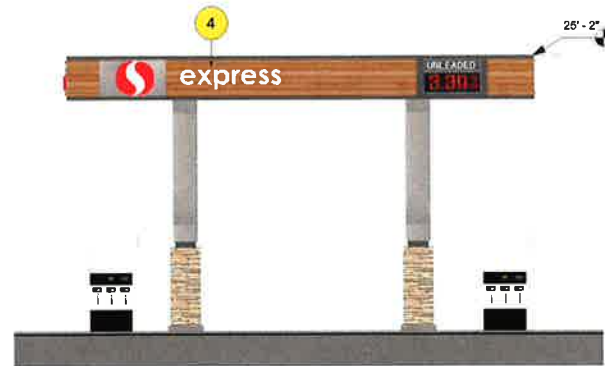
5 KIOSK SOUTH ELEVATION
1/8" = 1'-0"

LEGEND

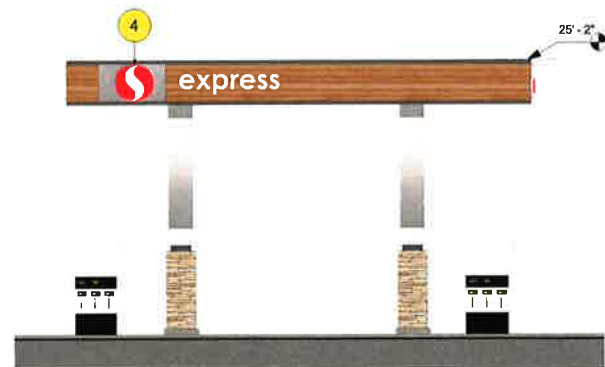
-  FIBER CEMENT PANELS
NICHHA
ANTIQUE WOOD
-  PAINTED STUCCO
BENJAMIN MOORE
-  PAINTED STUCCO
BENJAMIN MOORE
TAPESTRY BEIGE 975
-  CEMENTITIOUS
(MANUFACTURED) "STONE"
EL DORADO, ALDERWOOD
OR SIMILAR
-  PORCELAIN TILE BASE
DALTE IMAGICA
MIDNIGHT IG98
-  PAINTED
STOREFRONT AND
TRIM - DARK GREY

KEY NOTES

- 1 BUILDING ENTRY
- 2 ARCHITECTURAL AWNING/
PROJECTION
- 3 PLANTER
- 4 SIGNAGE, SEE SIGNAGE
DOCUMENTS
- 5 NOT USED
- 6 SEATING
- 7 METAL LOUVERS
- 8 GREEN SCREEN
- 9 LIGHTING
- 10 (N) ATM
- 11 DRIVE THRU WINDOW
- 12 TRASH ENCLOSURE



4 FUEL STATION NORTH ELEVATION
1/8" = 1'-0"



2 FUEL STATION SOUTH ELEVATION
1/8" = 1'-0"

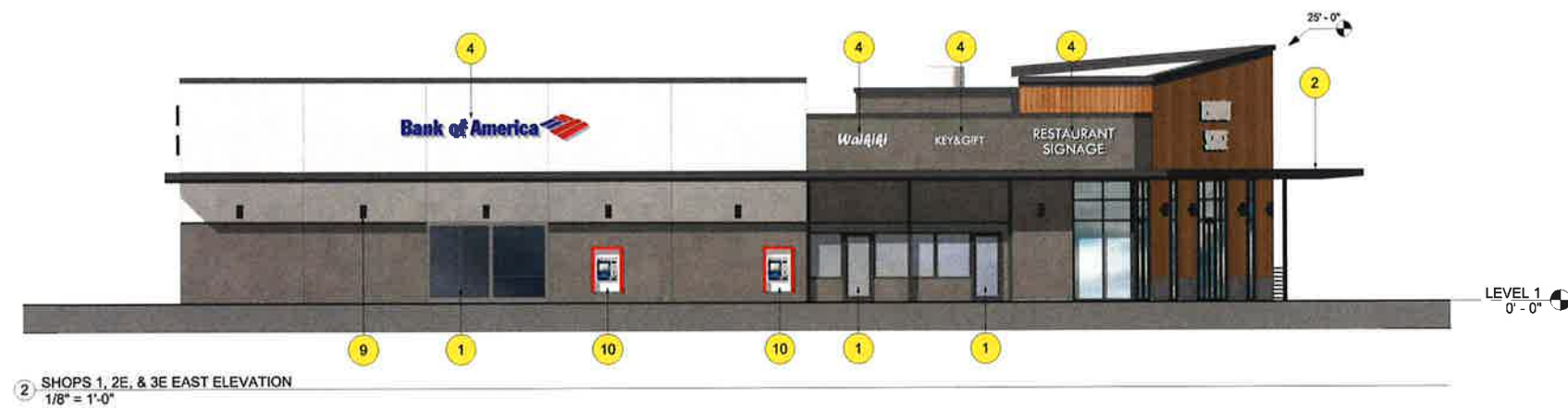
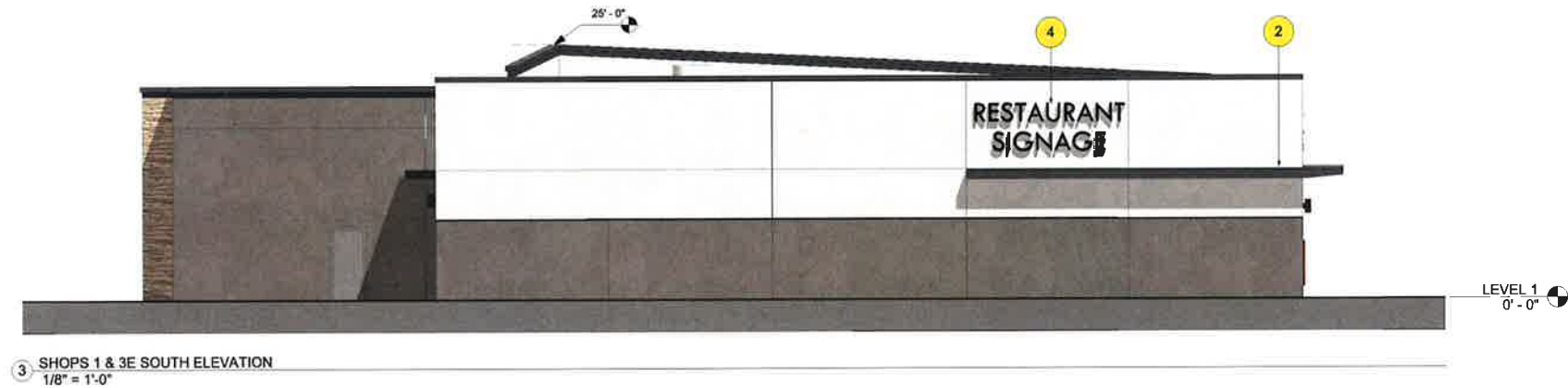
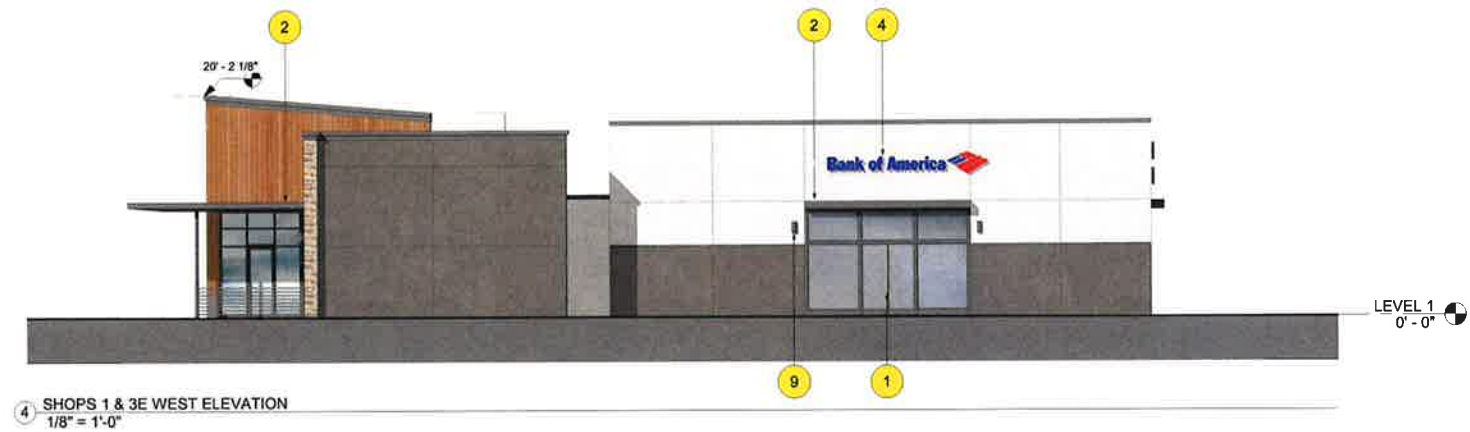


3 FUEL STATION WEST ELEVATION
1/8" = 1'-0"



1 FUEL STATION EAST ELEVATION
1/8" = 1'-0"



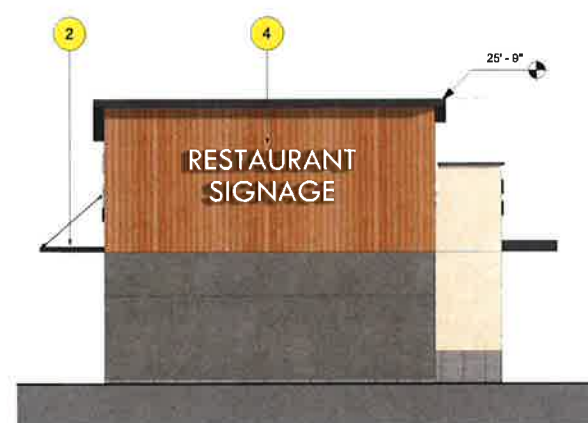


LEGEND	
	FIBER CEMENT PANELS NICHHA ANTIQUE WOOD
	PAINTED STUCCO BENJAMIN MOORE
	PAINTED STUCCO BENJAMIN MOORE TAPESTRY BEIGE 975
	CEMENTITIOUS (MANUFACTURED) "STONE" EL DORADO, ALDERWOOD OR SIMILAR
	PORCELAIN TILE BASE DALTE IMAGICA MIDNIGHT IG98
	PAINTED STOREFRONT AND TRIM - DARK GREY

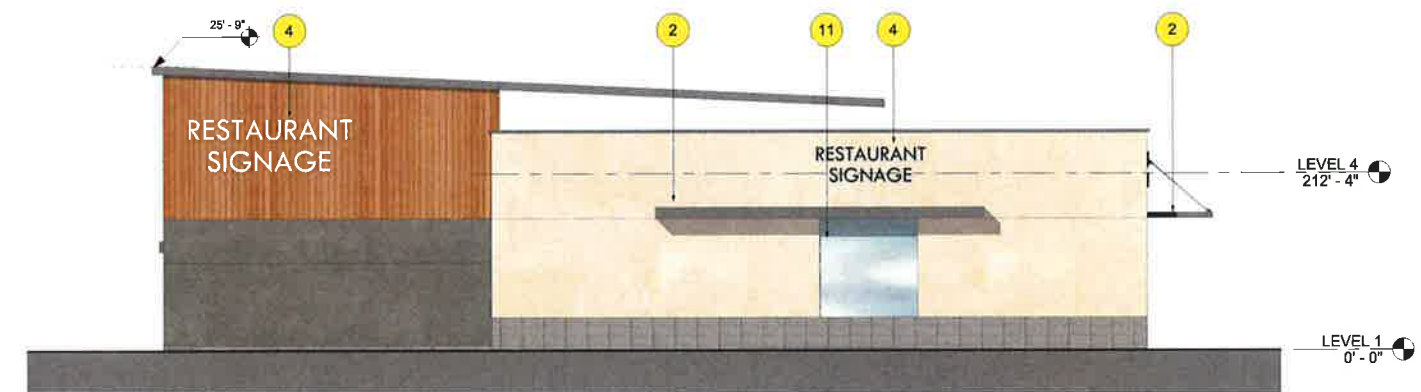
KEY NOTES	
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2	ARCHITECTURAL AWNING/ PROJECTION
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4	SIGNAGE, SEE SIGNAGE DOCUMENTS
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10	(N) ATM
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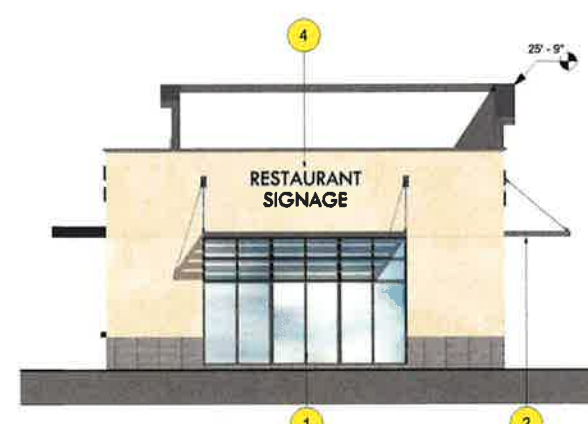
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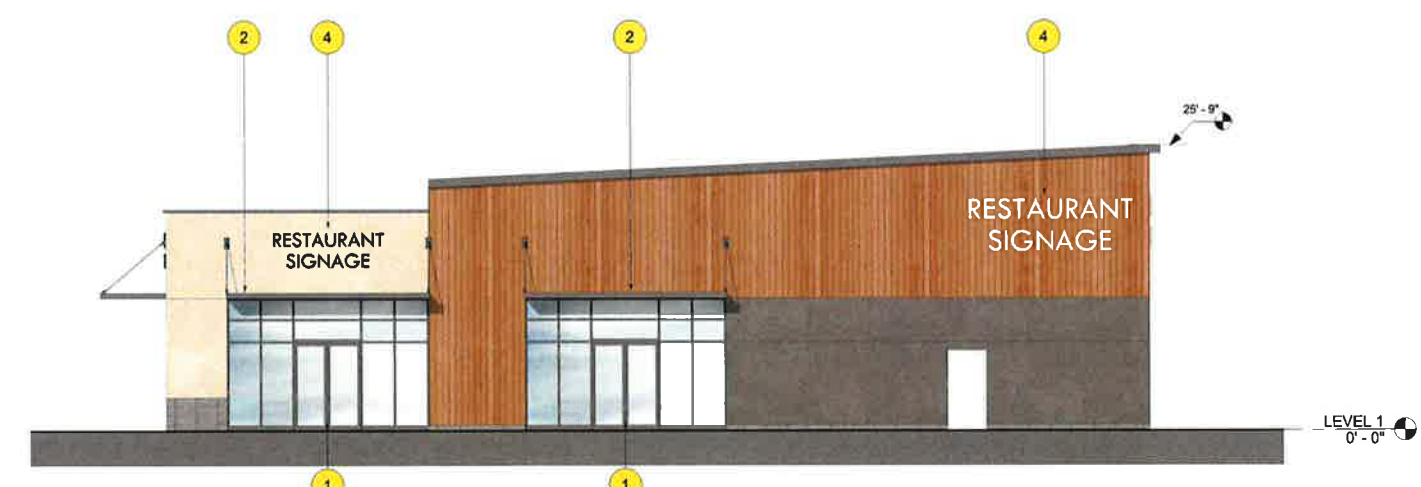
4 DRIVE-THRU NORTH ELEVATION
1/8" = 1'-0"



3 DRIVE-THRU WEST ELEVATION
1/8" = 1'-0"



2 DRIVE-THRU SOUTH ELEVATION
1/8" = 1'-0"



1 DRIVE-THRU EAST ELEVATION
1/8" = 1'-0"

LEGEND

-  FIBER CEMENT PANELS
NICHHA
ANTIQUÉ WOOD
-  PAINTED STUCCO
BENJAMIN MOORE
-  PAINTED STUCCO
BENJAMIN MOORE
TAPESTRY BEIGE 975
-  CEMENTITIOUS
(MANUFACTURED) "STONE"
EL DORADO, ALDERWOOD
OR SIMILAR
-  PORCELAIN TILE BASE
DALTILE IMAGICA
MIDNIGHT IG98
-  PAINTED
STOREFRONT AND
TRIM - DARK GREY

KEY NOTES

- 1 BUILDING ENTRY
- 2 ARCHITECTURAL AWNING/
PROJECTION
- 3 PLANTER
- 4 SIGNAGE, SEE SIGNAGE
DOCUMENTS
- 5 NOT USED
- 6 SEATING
- 7 METAL LOUVERS
- 8 GREEN SCREEN
- 9 LIGHTING
- 10 (N) ATM
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- 12 TRASH ENCLOSURE





PERSPECTIVE VIEW OF SAFEWAY



PERSPECTIVE VIEW OF SHOPS

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08/30/2019	PLANNING RESUBMITTAL	EP	
11/28/2019	PLANNING RESUBMITTAL	EP	



ZOOMED OUT PERSPECTIVE VIEW OF SHOPS



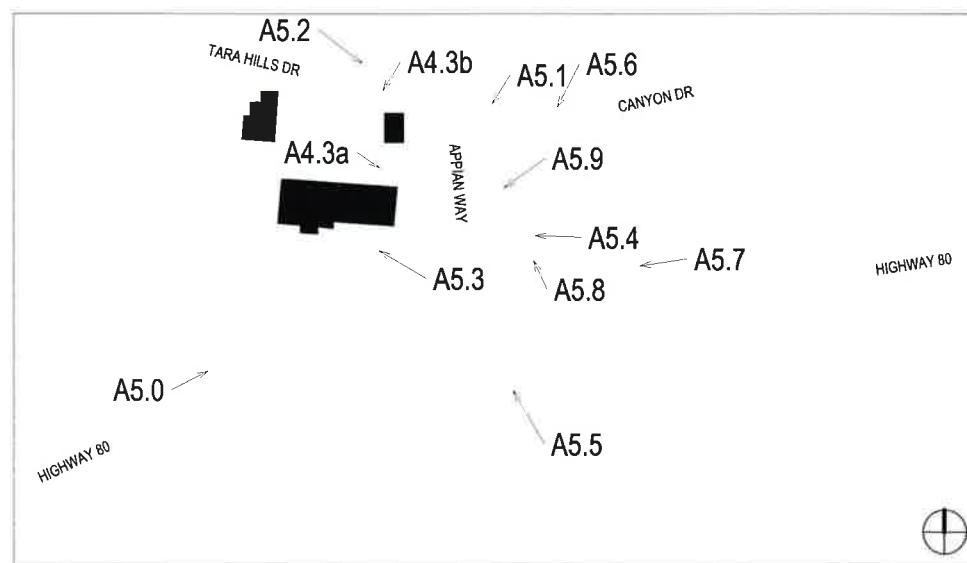
ZOOMED OUT PERSPECTIVE VIEW OF SAFEWAY



A4.3a - PHOTOSIMULATION



A4.3b - PHOTOSIMULATION



VISUALIZATION MAP



1



2



3



4



5



- 1 STUCCO, "SAND" SMOOTH FINISH
- 2 MANUFACTURED "STACKED STONE"
- 3 PORCELAIN TILE OR CEMENT BLOCK FINISH, SEALED
- 4 STUCCO, "SAND" SMOOTH FINISH
- 5 VERTICAL WOOD / WOOD COMPOSITE PANELS



A2 OR A3



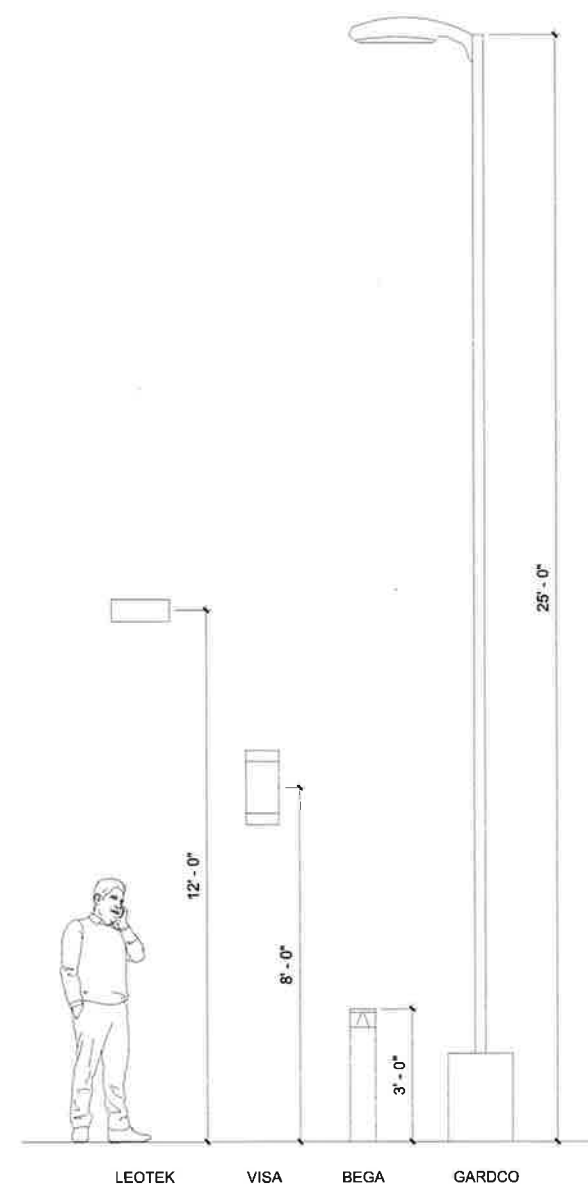
COLOR: BRONZE PAINT (25' HIGH)
PARKING LOT LIGHT

lowney
arch[illegible]

C SINGLE
COLOR: BRONZE (MOUNTED 8' AFF)
SCONCE

[illegible]

D & D1 SINGLE
COLOR: DARK BRONZE (MOUNTED 12' AFF)
SCNCE



LIGHTING

#	DATE	ISSUES & REVISIONS	B
	12/20/2017	PLANNING SUBMITTAL	E
	08/30/2019	PLANNING RESUBMITTAL	E
	11/26/2019	PLANNING RESUBMITTAL	E

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BEFORE

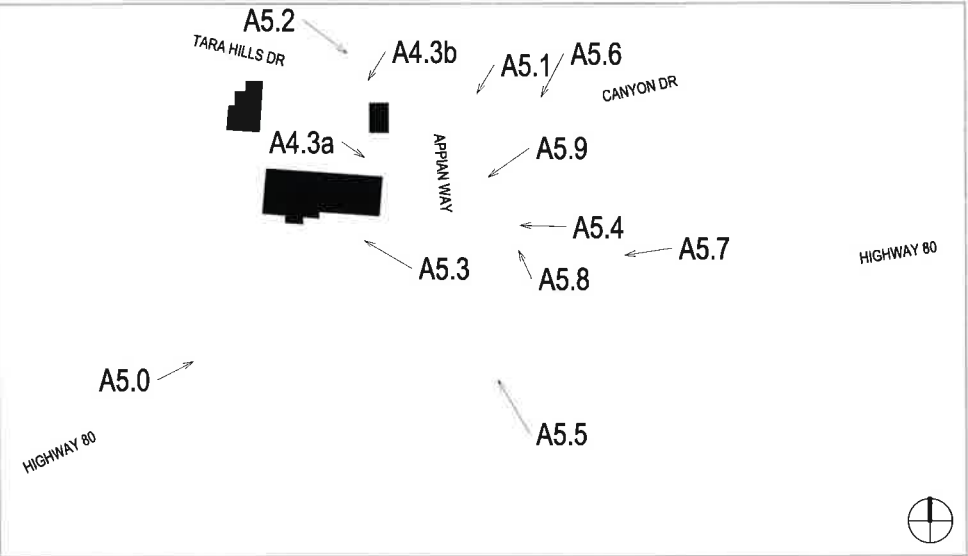


INTERSTATE 80 EASTBOUND VIEW OF THE EXISTING CONDITIONS

AFTER



INTERSTATE 80 EASTBOUND VIEW OF THE PROPOSED PROJECT



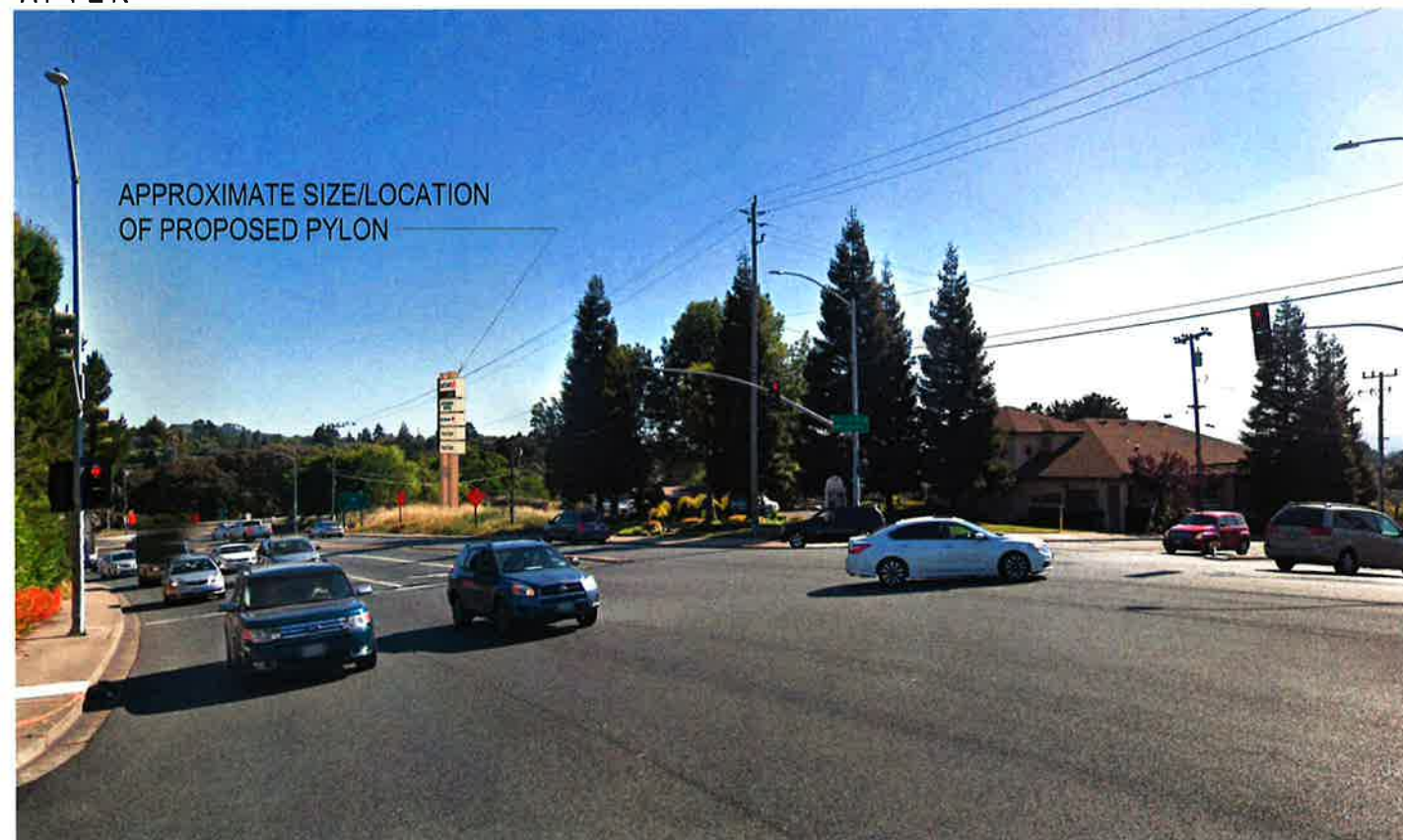
VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

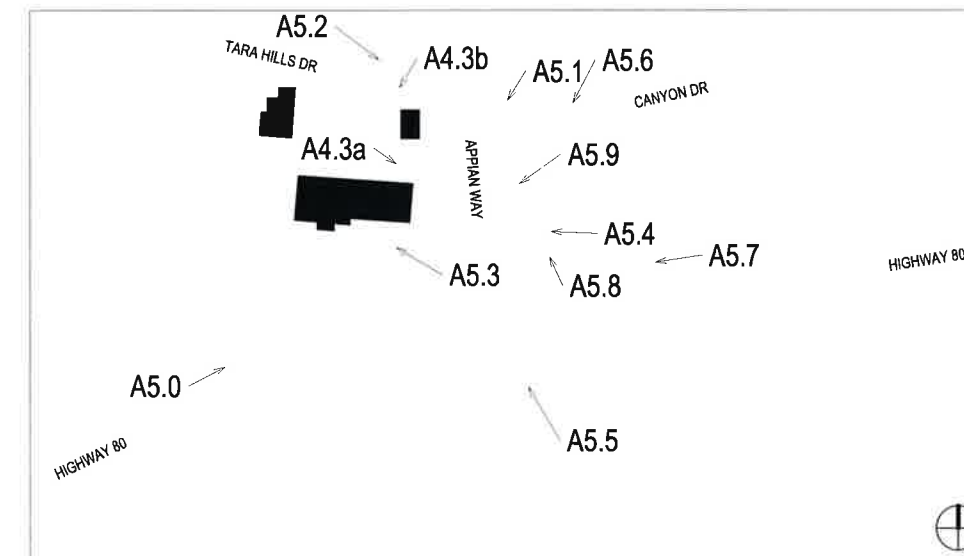
BEFORE



CANYON DRIVE WESTBOUND DIRECTION LOOKING SOUTHWEST TOWARD THE EXISTING PYLON SIGN
AFTER



CANYON DRIVE WESTBOUND DIRECTION LOOKING SOUTHWEST TOWARD THE PROPOSED PYLON SIGN



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.



TARA HILLS DRIVE SIGNALIZED INTERSECTION LOOKING SOUTH
(NEITHER THE PYLON SIGN NOR THE PROJECT ARE VISIBLE FROM THIS VIEW)

PYLON SIGNAGE PHOTOSIMULATIONS

PINOLE SQUARE: 1201-1565 TARA HILLS DR. PINOLE, CA

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1	12/20/2017	PLANNING SUBMITTAL	EP
2	08/30/2019	PLANNING RESUBMITTAL	EP
3	11/26/2019	PLANNING RESUBMITTAL	EP

BEFORE

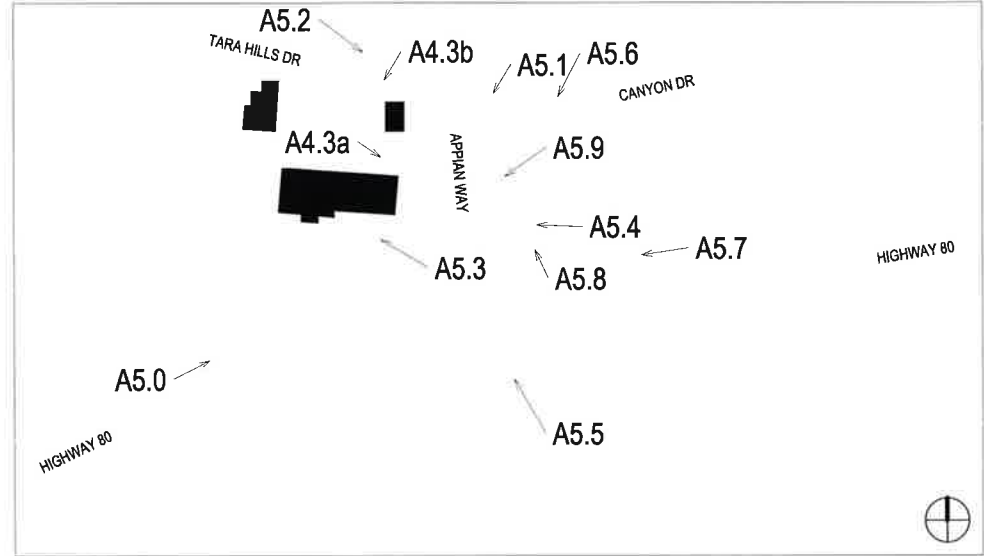


TARA HILLS DRIVE EASTBOUND VIEW OF THE EXISTING CONDITIONS

AFTER



TARA HILLS DRIVE EASTBOUND VIEW OF THE PROPOSED PROJECT



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

#	DATE	ISSUES & REVISIONS	BY
12/20/2017	PLANNING SUBMITTAL	EP	
06/30/2019	PLANNING RESUBMITTAL	EP	
11/26/2019	PLANNING RESUBMITTAL	EP	

BEFORE

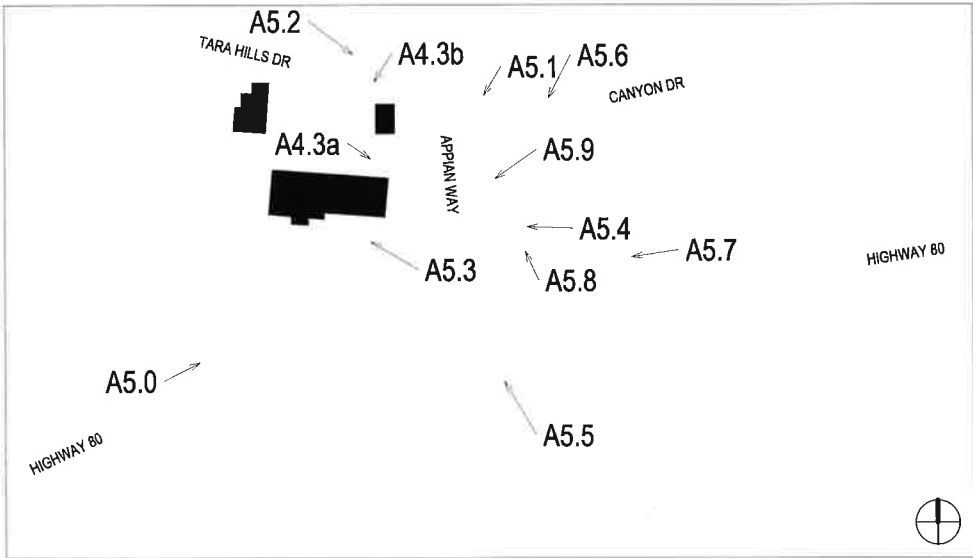


VIEW FROM WESTBOUND 180 ON RAMP VIEW OF THE EXISTING CONDITIONS

AFTER



VIEW FROM WESTBOUND 180 ON RAMP VIEW OF THE PROPOSED CONDITIONS



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

BEFORE

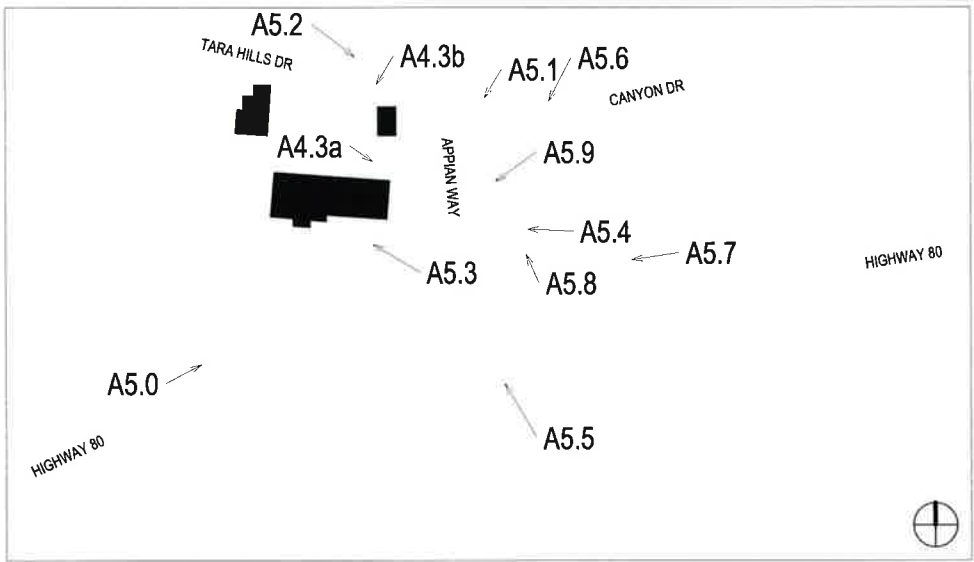


180 AND APPIAN WAY INTERCHANGE WESTBOUND OFF RAMP

AFTER



180 AND APPIAN WAY INTERCHANGE WESTBOUND OFF RAMP



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

BEFORE

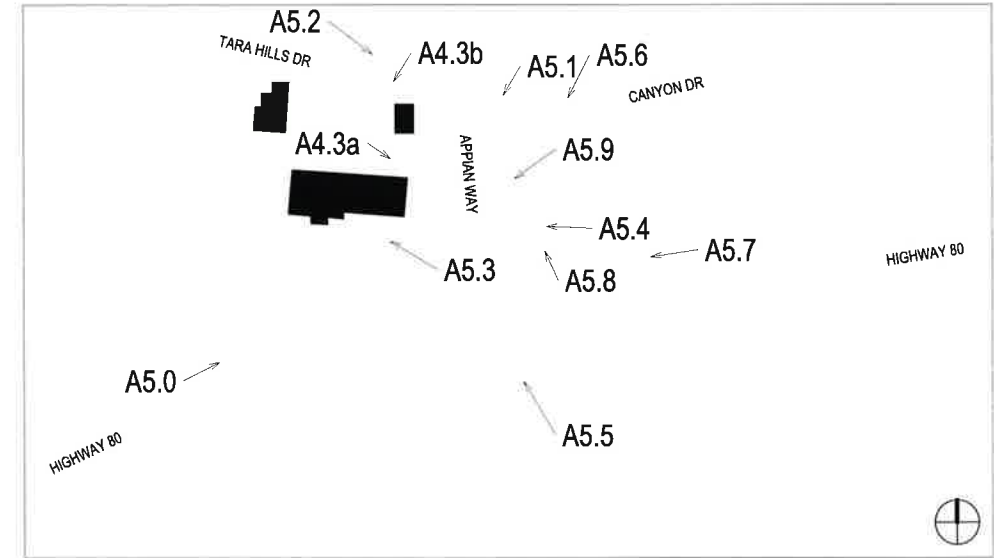


VIEW FROM ACROSS I-80 ACCESS ROAD, NEAR SHOPS BUILDINGS (CURRENTLY BURGER KING, WING STOP)

AFTER



VIEW FROM ACROSS I-80 ACCESS ROAD, NEAR SHOPS BUILDINGS (CURRENTLY BURGER KING, WING STOP)



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

BEFORE

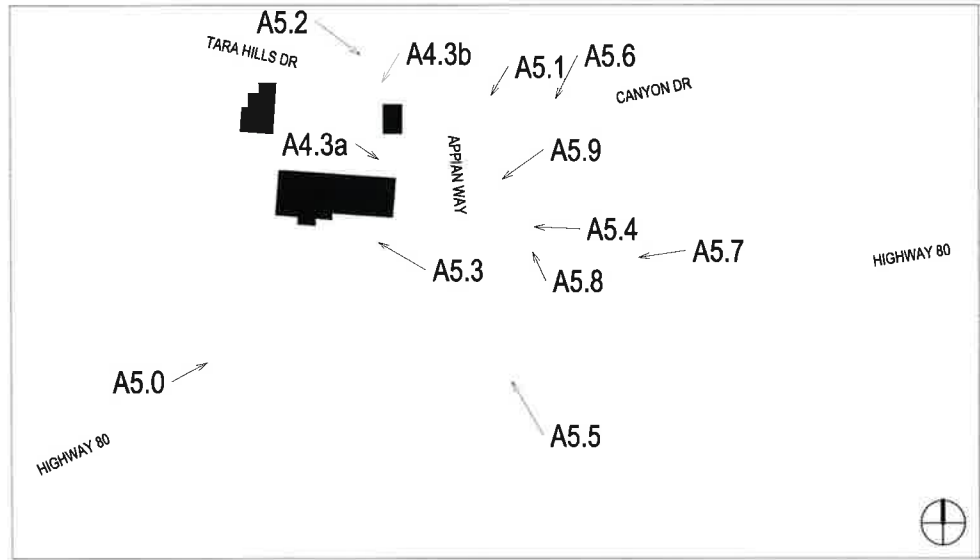


CANYON DRIVE LOOKING SW

AFTER



CANYON DRIVE LOOKING SW



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

BEFORE

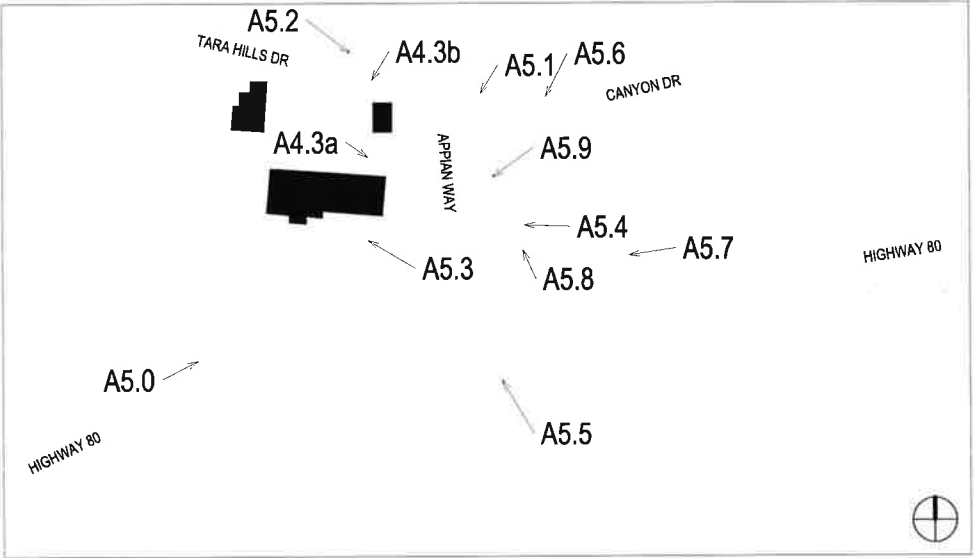


INTERSTATE 80 AND APIAN WAY INTERCHANGE LOOKING NORTHWEST VIEW OF EXISTING CONDITIONS

AFTER



INTERSTATE 80 AND APIAN WAY INTERCHANGE LOOKING NORTHWEST VIEW OF THE PROPOSED PROJECT



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

BEFORE

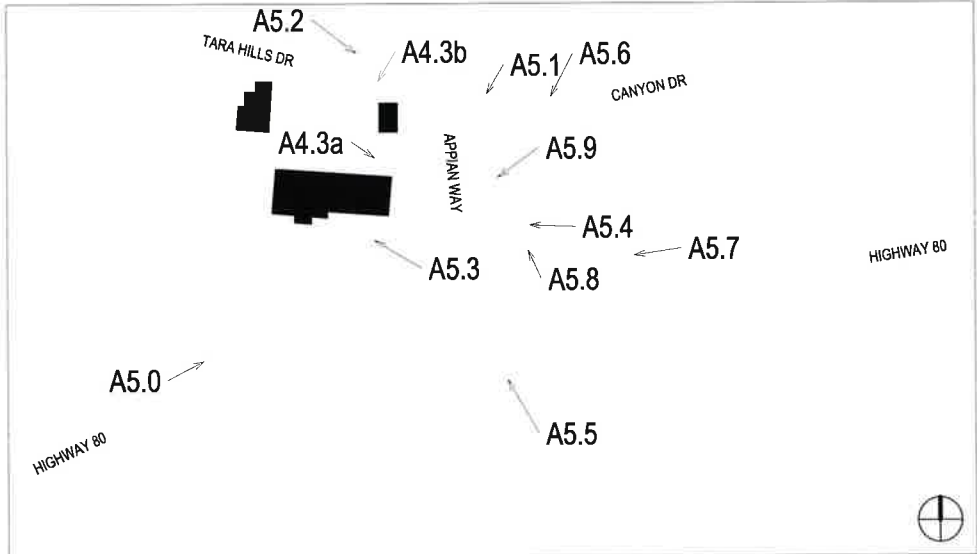


VIEW FROM ACROSS HIGHWAY OF EXISTING CONDITIONS

AFTER



VIEW FROM ACROSS HIGHWAY OF PROPOSED PROJECT



VISUALIZATION MAP

NOTE: PHOTOMONTAGE IS GRAPHIC IN NATURE. THE CONSTRUCTED PROJECT WILL NOT APPEAR EXACTLY AS SHOWN.

CALCULATED TURNING RADIUS:
INSIDE WHEEL: 34' 0"
OUTSIDE WHEEL: 50' 0"

- REQUIRES A MINIMUM 22 FT WIDE DRIVEWAY.
- REQUIRES A 25 FR OVERHEAD CLEARANCE ABOVE ENCLOSURE AREA SO THAT HAULER VEHICLES CAN ACCESS AND EMPTY THE CONTAINERS THEREIN.

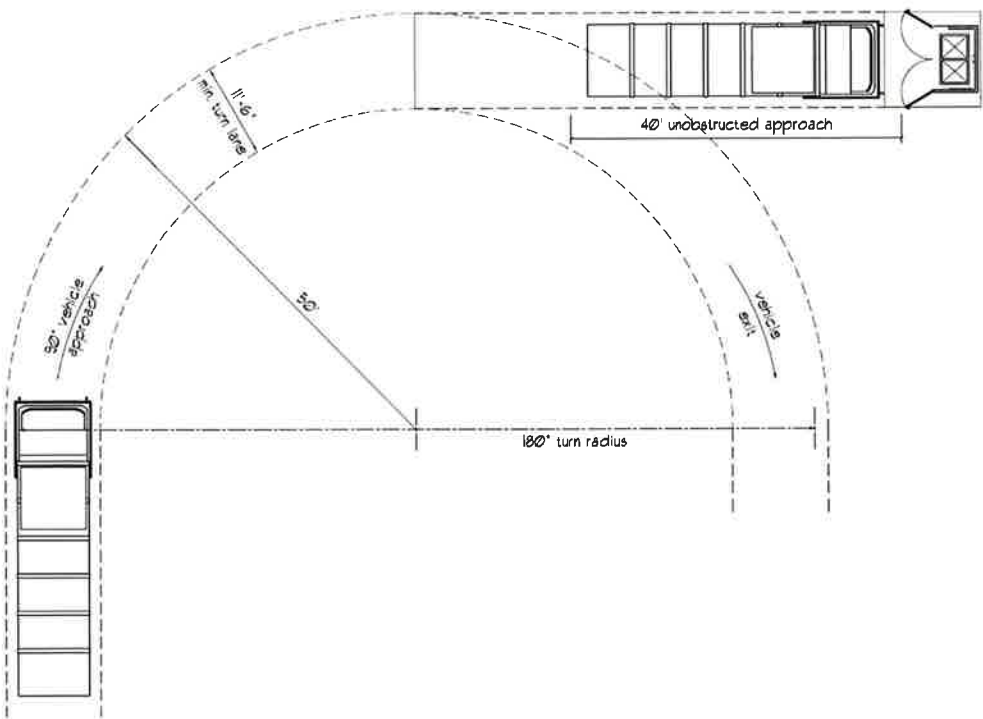
SOLID WASTE TRUCK LENGTH IS 35'

CALCULATED TURNING RADIUS:
INSIDE WHEEL: 17' 0"
OUTSIDE WHEEL: 45' 0"

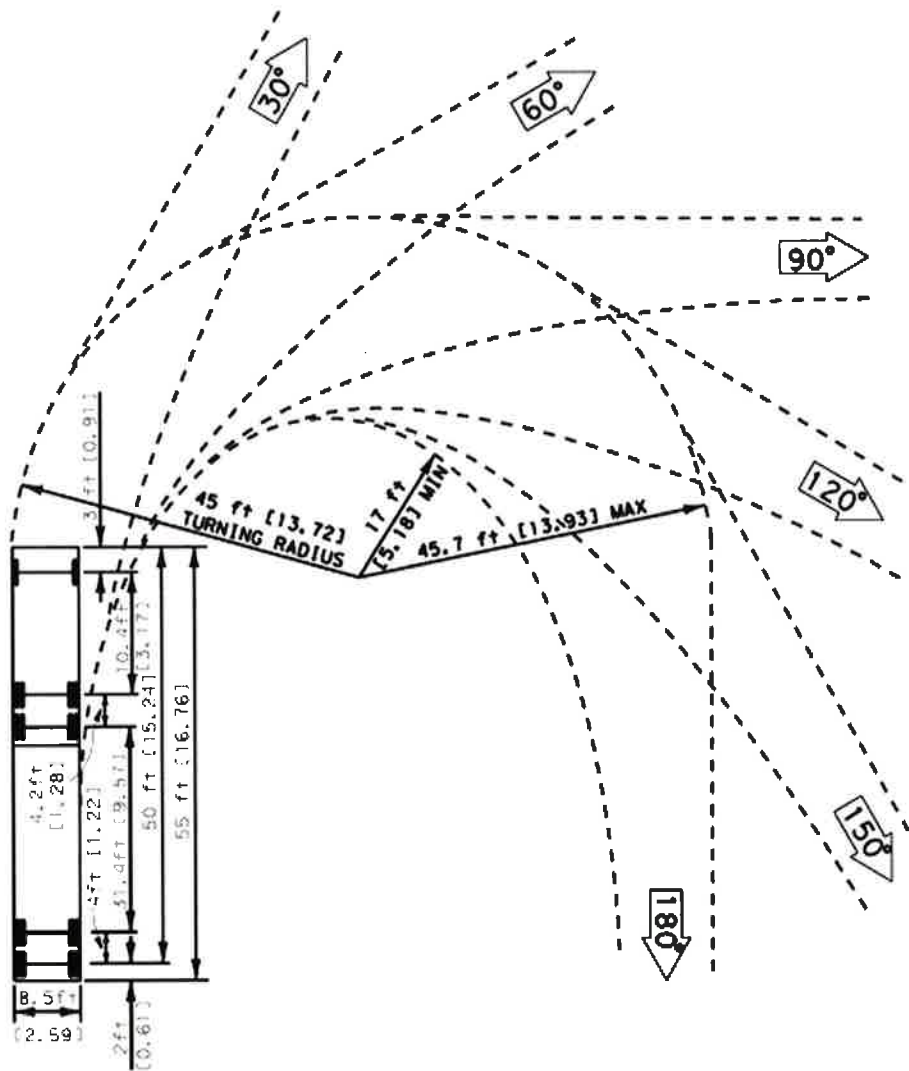
SEMI-TRAILER TRUCK LENGTH IS 50'

CALCULATED TURNING RADIUS:
INSIDE TURN: 20' 2"
CURB TO CURB: 38' 7"
WALL TO WALL: 40' 11"

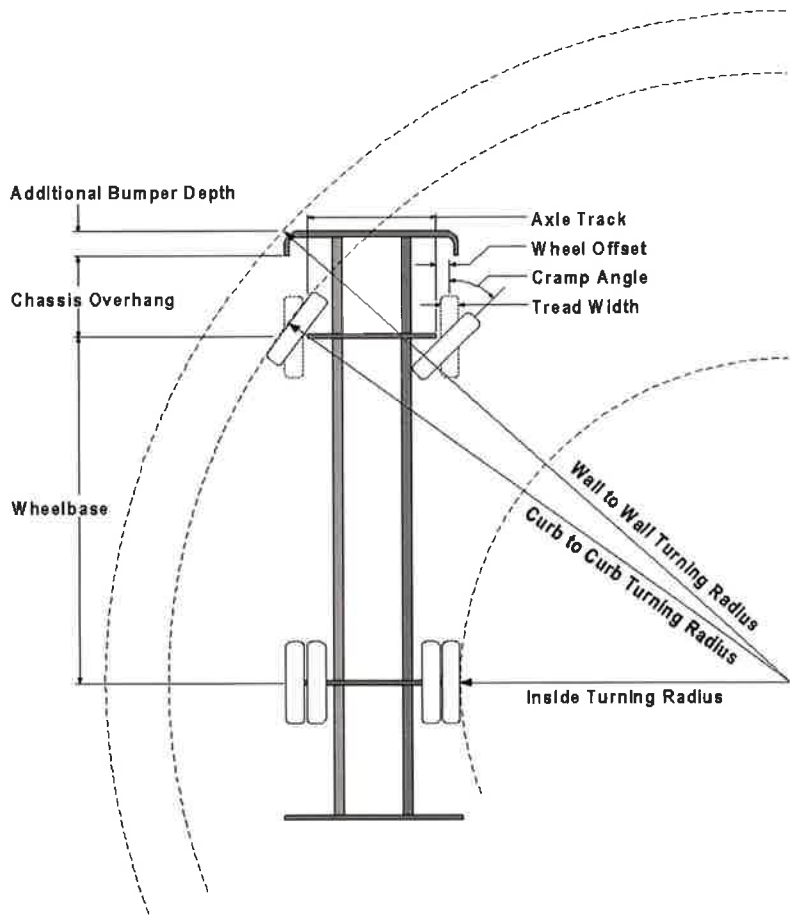
FIRE TRUCK LENGTH IS 42'



SOLID WASTE TRUCK - TURNING RADIUS



DELIVERY TRUCK - TURNING RADIUS



FIRE TRUCK - TURNING RADIUS

GENERAL ABBREVIATIONS AND SYMBOLS

AB	AGGREGATE BASE	⊠	CONTROLLER CABINET
AC	ASPHALT CONCRETE	⊠	QUIV POLE
AD	AREA DRAIN	⊠	HANDICAP SPACE
ASB	AGGREGATE SUBBASE	⊠	MONITORING WELL
BFP	BACKFLOW PREVENTER	⊠	POWER POLE
CB	CATCH BASIN	⊠	IRON PIPE
CL	CENTERLINE	⊠	RAILROAD SPIKE
DCV	DETECTOR CHECK VALVE	⊠	STANDARD CITY MONUMENT
DE	DIRT ELEVATION	⊠	SURVEY MONUMENT
DWY	DRIVEWAY	⊠	STORM DRAIN MANHOLE
E	ELECTRICAL LINE	⊠	STREET SIGN
EB	ELECTRIC BOX	⊠	STREET LIGHT
EP	EDGE OF PAVEMENT	⊠	WATER VALVE
EX	EXISTING	⊠	TREE WITH SIZE
FDC	FIRE DEPARTMENT CONNECTION	⊠	TREE REMOVAL
FF	FINISHED FLOOR	⊠	TRANSFORMER
FL	FLOWLINE	⊠	BARBED WIRE FENCE
FS	FINISHED SURFACE/FIRE SERVICES	⊠	CHAIN-LINKED FENCE
G	GAS PIPE	⊠	WOOD FENCE
GB	GRADE BREAK	⊠	SAW CUT LINE
GM	GAS METER	⊠	WALL
GP	GUARD POST	⊠	EXISTING STORM DRAIN CATCH BASIN
GR	GRATE	⊠	EXISTING WATER METER / GAS METER
HCR	HANDICAP RAMP	⊠	EXISTING SANITARY SEWER CLEANOUT
INV	INVERT	⊠	EXISTING FIRE HYDRANT
JP	JOINT POLE	⊠	EXISTING SANITARY SEWER MANHOLE
JT	JOINT TRENCH	⊠	STORM DRAIN MANHOLE
LF	LINEAR FEET	⊠	EXISTING WATER VALVE
MW	MONITORING WELL	⊠	EXISTING GAS VALVE
OHE	OVERHEAD ELECTRIC	⊠	EXISTING CONTOUR
OHT	OVERHEAD TELEPHONE	⊠	EXISTING ELEVATION
PAE	PUBLIC ACCESS EASEMENT	⊠	TC - TOP OF CURB ELEVATION
PB	PULL BOX	⊠	FS - FINISHED SURFACE
PCC	PORTLAND CEMENT CONCRETE	⊠	GR - GRATE ELEVATION
PG&E	PACIFIC GAS & ELECTRIC	⊠	FL - FLOW LINE
PIV	POST INDICATOR VALVE	⊠	HP - HIGH POINT
PUE	PUBLIC UTILITY EASEMENT	⊠	PROPOSED CONTOUR
PVC	POLYVINYL CHLORIDE PIPE	⊠	SLOPE
R	RIDGE LINE	⊠	PROPOSED CURB
RCP	REINFORCED CONCRETE PIPE	⊠	PROPOSED BIOSWALE CURB
RPP	REDUCED PRESSURE PRINCIPLE BACKFLOW	⊠	PROPOSED CURB AND GUTTER
SD	STORM DRAIN PIPE	⊠	PROPOSED FIRE LANE
SDCB	STORM DRAIN CATCH BASIN	⊠	HANDICAP RAMP
SDCO	STORM DRAIN CLEANOUT	⊠	
SDMH	STORM DRAIN MANHOLE	⊠	
SS	SANITARY SEWER PIPE	⊠	
SSCO	SANITARY SEWER CLEANOUT	⊠	
SSMH	SANITARY SEWER MANHOLE	⊠	
SW	SIDEWALK	⊠	
T	TELEPHONE LINE	⊠	
TC	TOP OF CURB	⊠	
TH	TOP OF CONCRETE HEADER	⊠	
TP	TELEPHONE POLE	⊠	
TS	TRAFFIC SIGNAL	⊠	
TSB	TRAFFIC SIGNAL BOX	⊠	
TW	TOP OF RETAINING WALL	⊠	
VG	VALLEY GUTTER	⊠	
W	WATER PIPE	⊠	
WM	WATER METER	⊠	
TCD	TOP OF CHECK DAM	⊠	

EXISTING WATER LINE
EXISTING GAS LINE
EXISTING SANITARY SEWER LINE
EXISTING STORM DRAIN LINE
EXISTING ELECTRICAL LINE
EXISTING TELEPHONE LINE

PROPOSED STORM DRAIN CATCH BASIN
PROPOSED WATER METER / GAS METER
PROPOSED SANITARY SEWER CLEANOUT
PROPOSED FIRE HYDRANT
PROPOSED SANITARY SEWER MANHOLE
PROPOSED STORM DRAIN MANHOLE
PROPOSED WATER VALVE
PROPOSED GAS VALVE
PROPOSED FIRE SERVICE

PROPOSED WATER LINE
PROPOSED GAS LINE
PROPOSED SANITARY SEWER LINE
PROPOSED STORM DRAIN LINE
PROPOSED ELECTRICAL LINE
PROPOSED TELEPHONE LINE

PROPOSED JOINT UTILITY TRENCH
OVERLAND RELEASE

RIDGE LINE
PARKING LIGHT
PERFORATED PIPE

WM ■ ■ GM

6"FS

W
2"G

S

SD

E

TEL

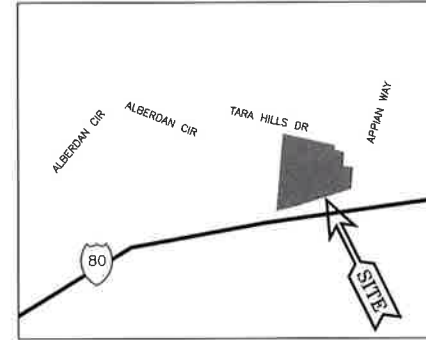
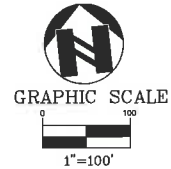
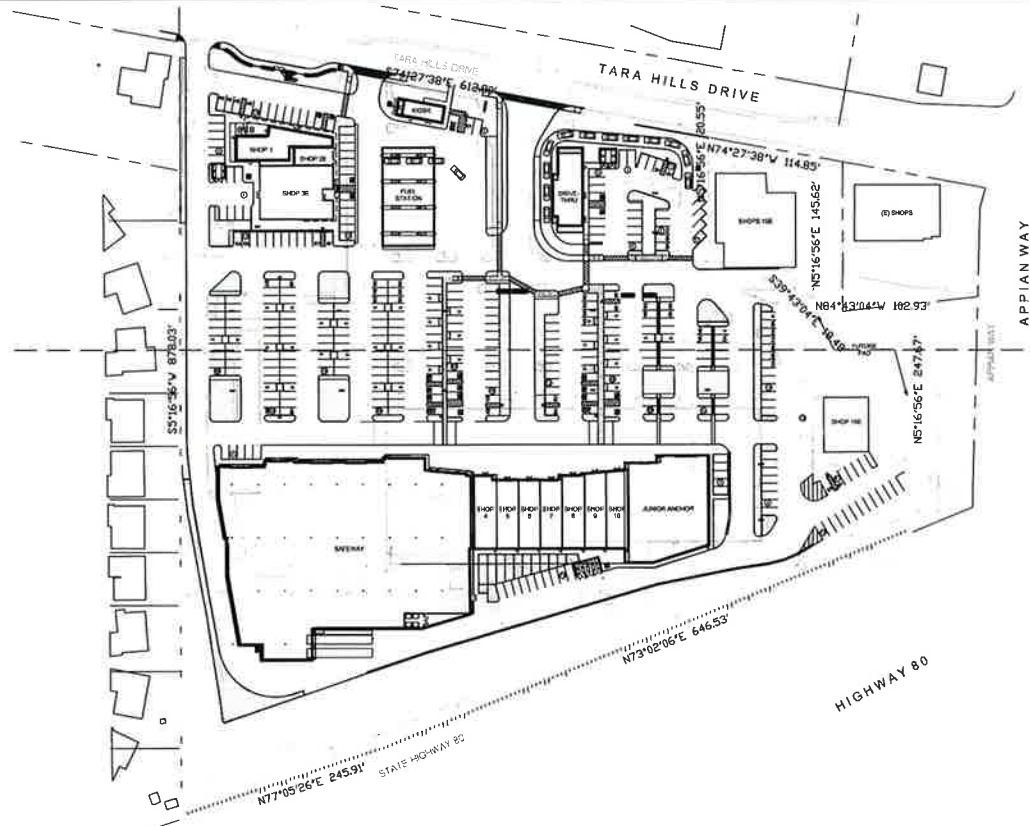
JUT

R

□-□

PINOLE SQUARE

1200-1577 TARA HILLS DRIVE
PINOLE, CALIFORNIA
CONTRA COSTA COUNTY



VICINITY MAP
NOT TO SCALE

SHEET INDEX

CIVIL PLANS

- C-1.1 COVER SHEET
- C-2.1 HORIZONTAL CONTROL PLAN
- C-2.2 HORIZONTAL CONTROL PLAN
- C-2.3 HORIZONTAL CONTROL PLAN
- C-3.1 GRADING PLAN
- C-3.2 GRADING PLAN
- C-4.1 UTILITY PLAN
- C-4.2 UTILITY PLAN
- C-5.1 STORMWATER CONTROL PLAN
- C-5.2 STORMWATER CONTROL PLAN

- 1 OF 4 FIELD SURVEY
- 2 OF 4 ALTA SURVEY NOTES
- 3 OF 4 ALTA SURVEY BOUNDARY
- 4 OF 4 ALTA SURVEY TOPOGRAPHIC

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EAST BAY MUNICIPAL UTILITY DISTRICT
LOWNEY ARCH
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OAKLAND, CA 94607
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FAX: (510) 465-3470

PG&E
MARY RUIZ
2111 HILLCREST AVE
ANTIOCH, CA 94509
PHONE: (925) 779-7792
mer30pge.com

PROJECT DATA

BASIS OF BEARING

THE CENTERLINE OF TARA HILLS DRIVE, AS ESTABLISHED BETWEEN FOUND MONUMENTS, TAKEN AS NORTH 74°27'38" WEST WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

BENCHMARK NUMBER 1687. A CINCH NAIL SET IN TOP OF THE NORTH CONCRETE CURB OF CANYON DRIVE 93.3 FEET EAST OF EAST CURB RETURN OF THE NORTH EAST CORNER OF CANYON DRIVE AND APPIAN WAY.

ELEVATION 239.93' (COUNTY DATUM)

SOILS ENGINEER

THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AS OUTLINED IN THE PROJECTS SOILS REPORT DATED (FILE NO:). THIS SOILS REPORT AND SUPPLEMENTAL LETTER SHALL BE CONSIDERED AS PART OF THIS PLAN AND ALL GRADING WORK SHALL BE IN ACCORDANCE WITH SAID SOILS REPORT AND SUPPLEMENTAL LETTER. WE MAKE NO REPRESENTATION AS TO THE ACCURACY OF DIMENSIONS, MEASUREMENTS, CALCULATIONS, OR ANY PORTION OF THE DESIGN.

FIRM:

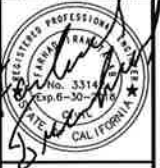
BY:

DATE:

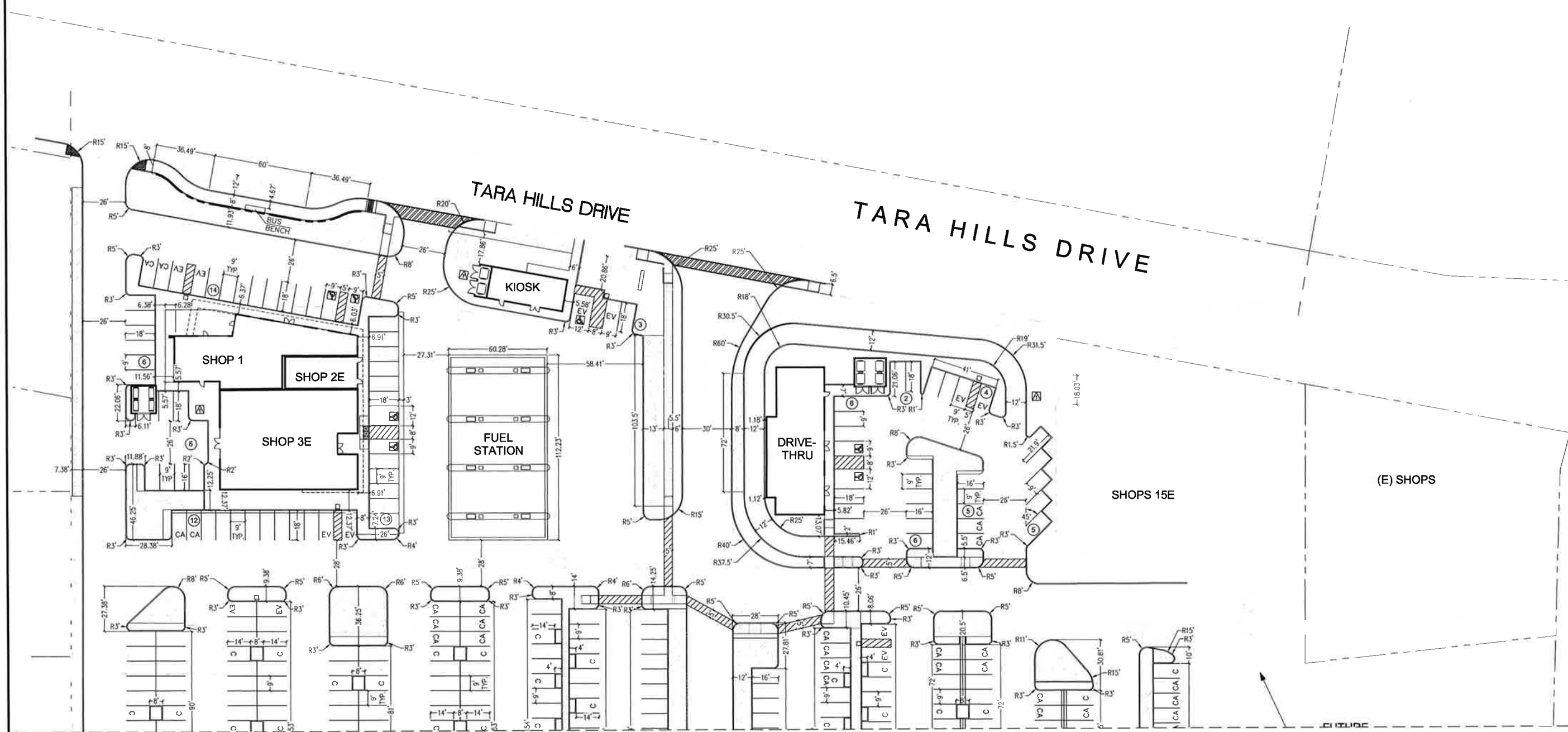
COVER SHEET
PINOLE SQUARE
1200-1577 TARA HILLS DRIVE
CONTRA COSTA
PINOLE
CALIFORNIA

SHEET C-1.1
OF
PROJECT
15-2251

ams
801 YGNACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778
associates, inc. PLANNING ENGINEERING SURVEYING



DATE	11-20-19	REV #	BY	DATE	DESCRIPTION
SCALE:	AS SHOWN	1			
DESIGNED:	AS	1			
DRAWN:	NT	1			
CHECKED:	AS	1			
PROJ. MGR:	AS	1			
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LEGEND

[Pattern] BIO-RETENTION AREA

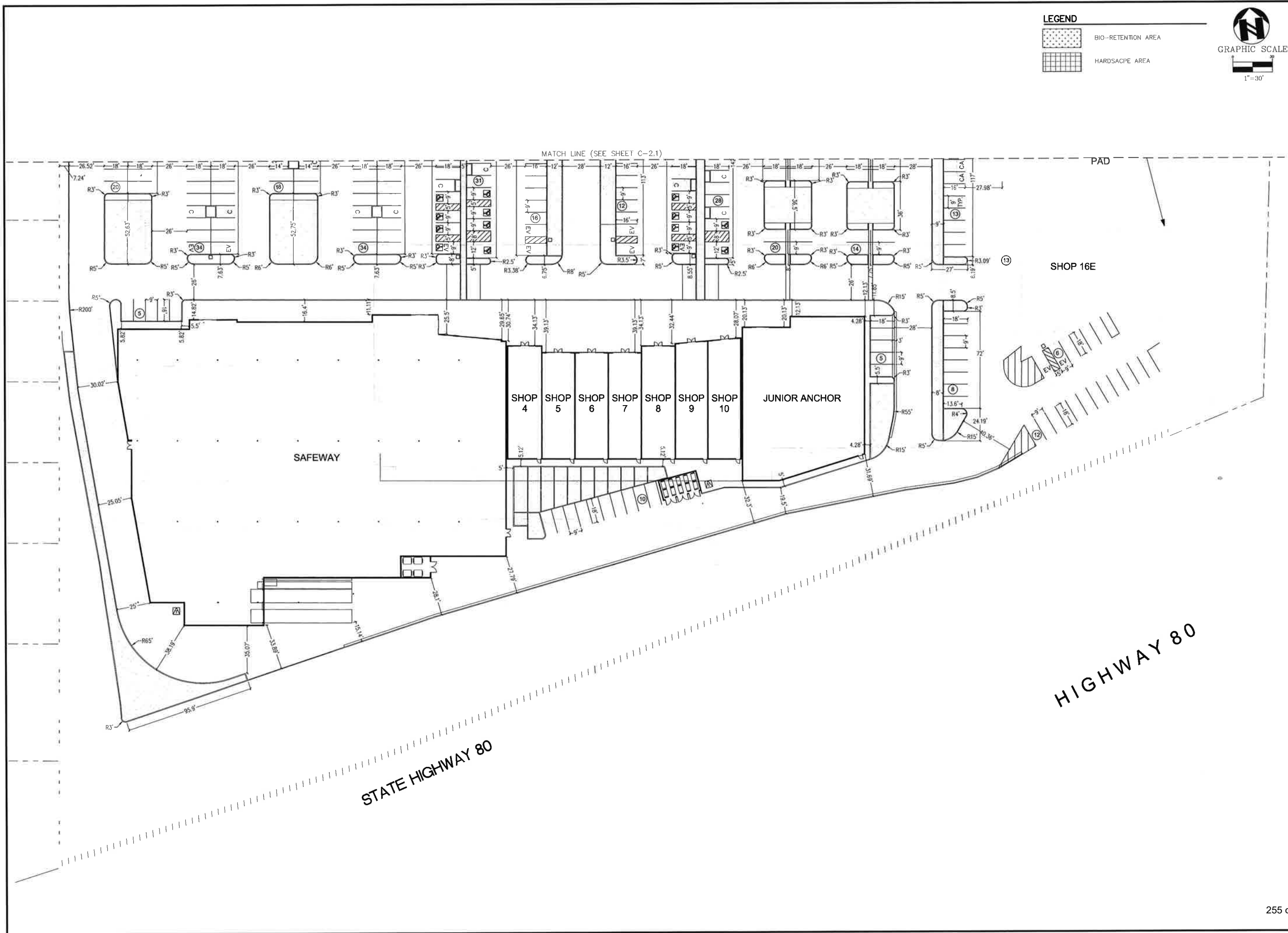
[Pattern] HARDSCAPE AREA

GRAPHIC SCALE

1" = 30'

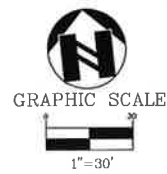
MATCH LINE (SEE SHEET C-2.2)

PROJECT 15-2251	SHEET C-2.1 OF 8	HORIZONTAL CONTROL PLAN		ams associates, inc. PLANNING ENGINEERING SURVEYING 801 YGHAO VALLEY ROAD SUITE 220 WALNUT CREEK, CA 94596 925-943-2777 FAX 925-943-2778		DATE: 11-20-19	REV #	BY	DATE	DESCRIPTION
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FILE PATH: Y:\15-2251 Pinole Square\Latest Date Directory\6-15-17 Entitlement Package\2251SITE.dwg										



LEGEND

- BIO-RETENTION AREA
- HARDSCAPE AREA



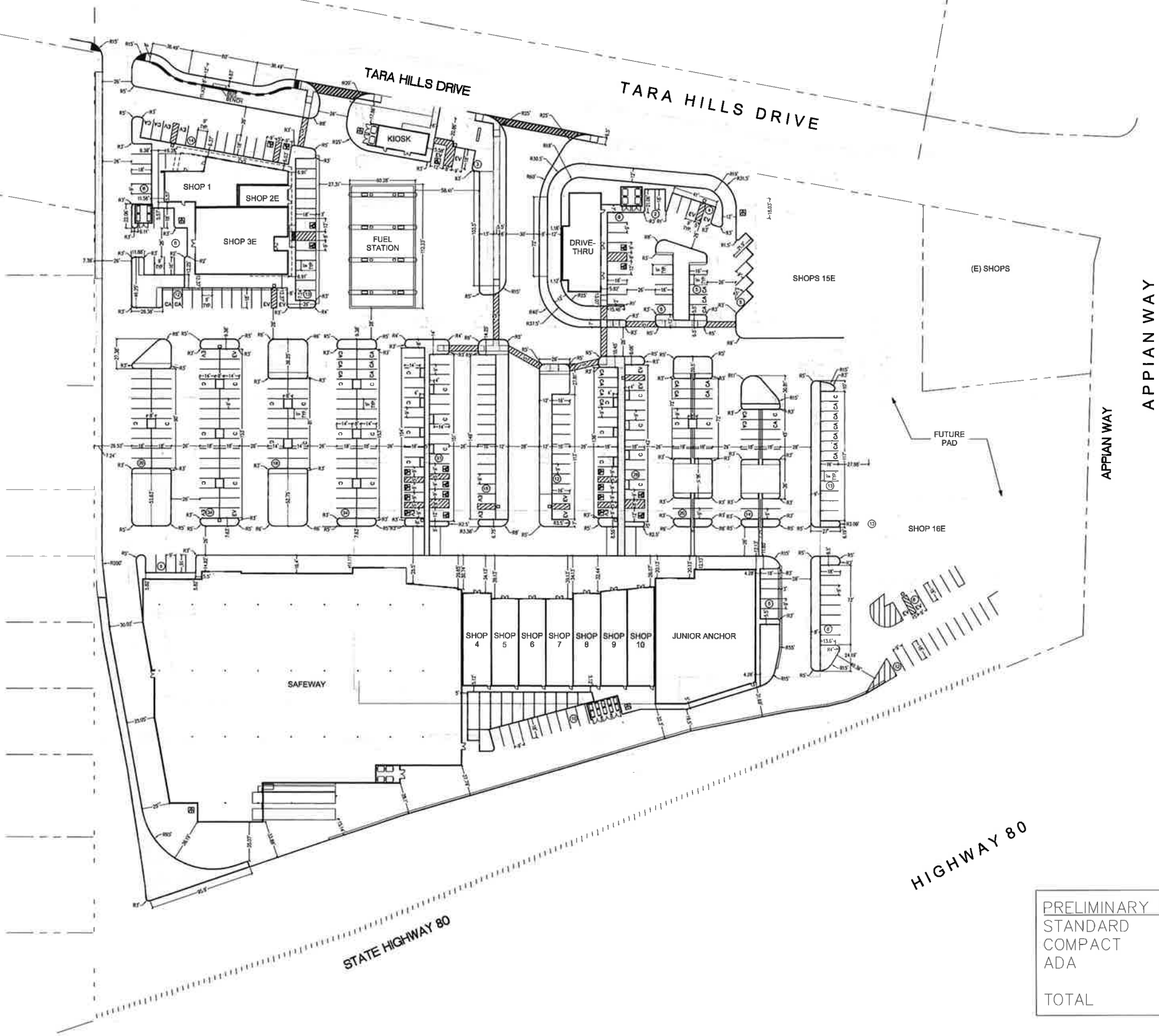
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C-2.2		HORIZONTAL CONTROL PLAN		1200-1577 TARA HILLS DRIVE		11-20-19		AS SHOWN					
OF		PINOLE SQUARE		CONTRA COSTA CALIFORNIA				DESIGNED: AS					
		PINOLE		1200-1577 TARA HILLS DRIVE				DRAWN: BF					
				CONTRA COSTA				CHECKED: AS					
								MOD. MGR: AS					



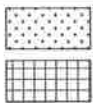
GRAPHIC SCALE

1"=50'

BASIS OF BEARINGS



LEGEND:



BIO-RETENTION AREA

HARDSCAPE AREA

EV

ELECTRIC CHARGING VEHICLE STALLS

CA

CLEAN AIR VEHICLE STALLS

C

COMPACT STALLS

HIGHWAY 80

PRELIMINARY PARKING COUNTY	
STANDARD	327 STALLS
COMPACT	36 STALLS
ADA	21 STALLS
TOTAL	384 STALLS

HORIZONTAL CONTROL PLAN
PINOLE SQUARE

1200-1577 TARA HILLS DRIVE
CONTRA COSTA CALIFORNIA

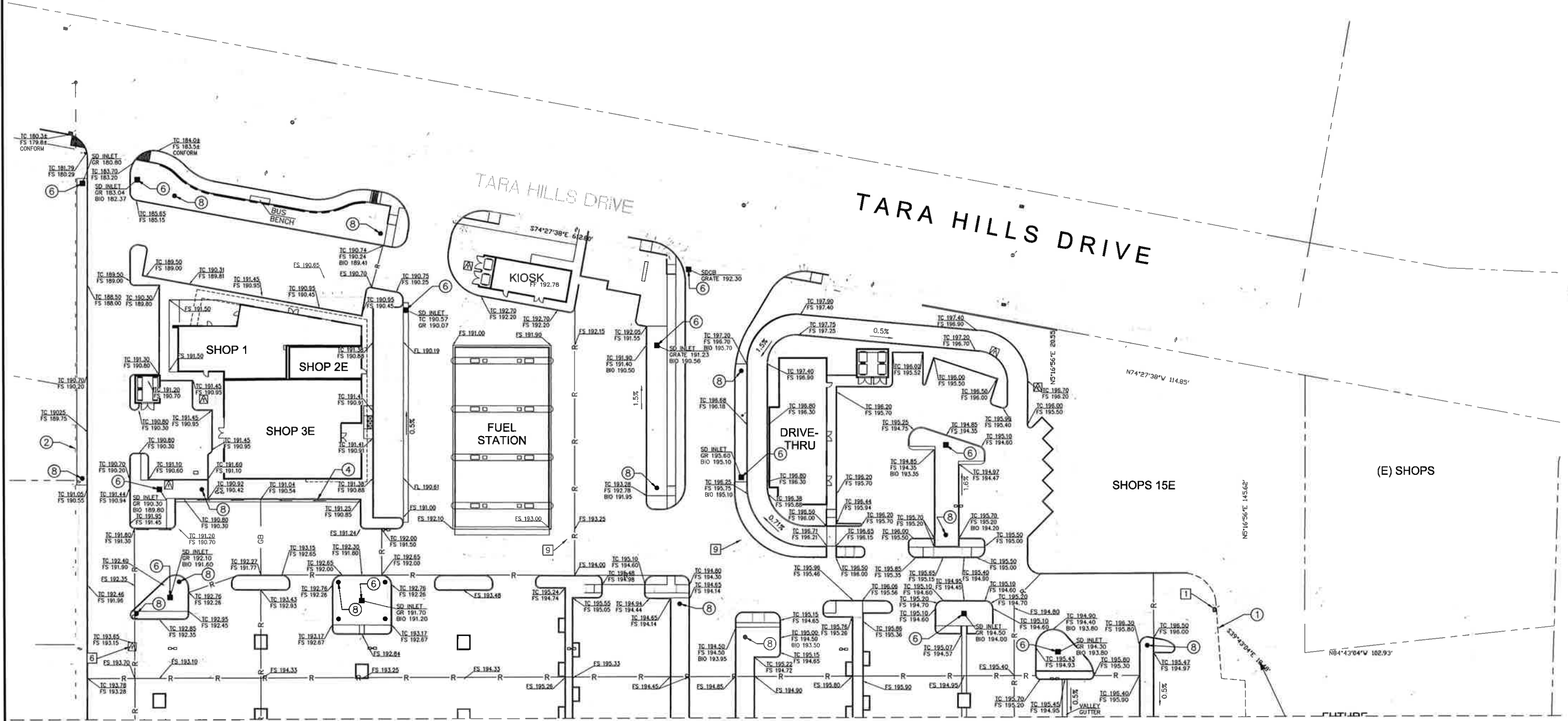
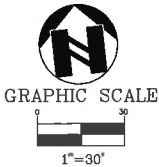
ams
associates, inc.
801 YONAGU VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

PLANNING ENGINEERING SURVEYING



DATE	11-20-19	REV #	BY	DATE	DESCRIPTION
SCALE:	AS SHOWN				
DESIGNED:	AS				
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CHECKED:	AS				
APPROVED:	AS				
FILE PATH:	Y:\15-2251 Pinole Square\Latest Date Directory\6-15-17 Enlivenment Pinole\225191E.dwg				

LEGEND



MATCH LINE (SEE SHEET C-3.2)

DEMOLITION NOTES:

- 1 REMOVE THE EXISTING STORM DRAIN INLET
- 2 REMOVE THE EXISTING SD PIPE
- 3 EXISTING STORM DRAIN PIPE TO REMAIN
- 4 REMOVE THE GAS LINE (SEE JOINT TRENCH PLANS (TYP.))
- 5 RELOCATE POLES & OVERHEAD LINES
- 6 REMOVE THE TRANSFORMERS
- 7 RELOCATE TRANSFORMERS
- 8 RELOCATE OR REMOVE WATER FACILITIES (FIRE SERVICE)
- 9 REMOVE PARKING LIGHTS (TYP.)

UTILITY NOTES:

- 1 SAN CUT, REMOVE & REPLACE THE EXISTING PAVEMENT MATCH THE EXISTING
- 2 CONSTRUCT BIO SWALE/CURB (RETAIN CURB)
- 3 CONSTRUCT VERTICAL 6" HIGH CURB
- 4 CONSTRUCT CURB & GUTTER
- 5 CONSTRUCT CONCRETE SIDEWALK (SEE ARCHITECT DESIGNS)
- 6 CONSTRUCT STORM DRAIN INLET (CHRISTY U-23)
- 7 CONSTRUCT STORM DRAIN MANHOLE
- 8 CONSTRUCT STORM DRAIN CLEANOUT
- 9 ADJUST THE EXISTING FIRE HYDRANT TO GRADE

GRADING PLAN
PINOLE SQUARE

1200-1577 TARA HILLS DRIVE
CONTRA COSTA CALIFORNIA

SHEET C-3.1
OF
PROJECT

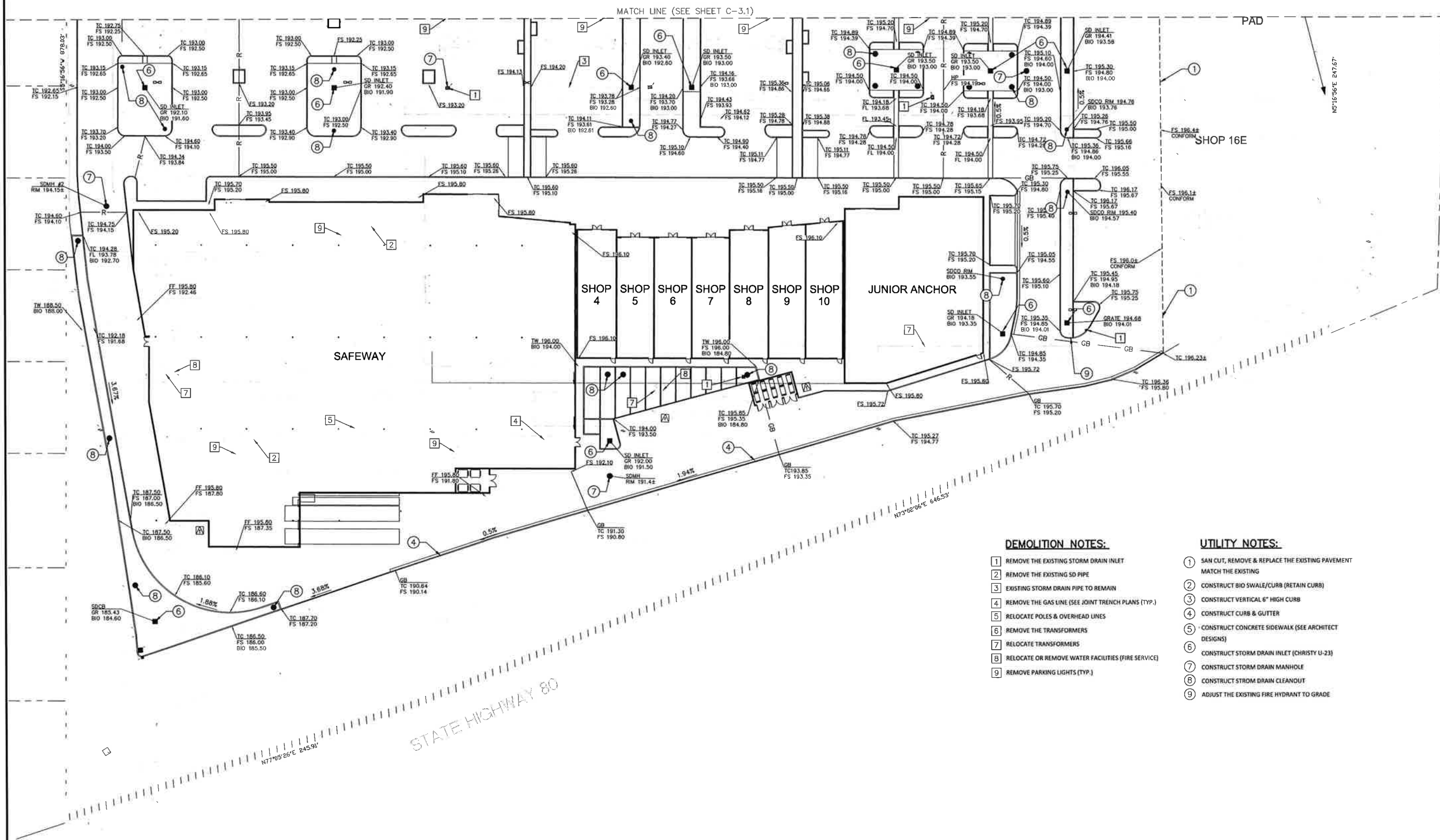
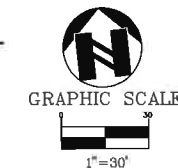
15-2251

ams
associates, inc. PLANNING ENGINEERING SURVEYING
801 YGHIAGO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778



DATE:	11-20-19	REV #	BY	DATE	DESCRIPTION
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LEGEND



DEMOLITION NOTES:

- 1 REMOVE THE EXISTING STORM DRAIN INLET
- 2 REMOVE THE EXISTING SD PIPE
- 3 EXISTING STORM DRAIN PIPE TO REMAIN
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- 5 RELOCATE POLES & OVERHEAD LINES
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- 7 RELOCATE TRANSFORMERS
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- 8 CONSTRUCT STORM DRAIN CLEANOUT
- 9 ADJUST THE EXISTING FIRE HYDRANT TO GRADE

DATE:	11-20-19	REV #	BY	DATE	DESCRIPTION
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ams
associates, inc.

801 YGNACO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

ENGINEERING SURVEYING
PLANNING

GRADING PLAN
PINOLE SQUARE
1200-1577 TARA HILLS DRIVE
CONTRA COSTA CALIFORNIA

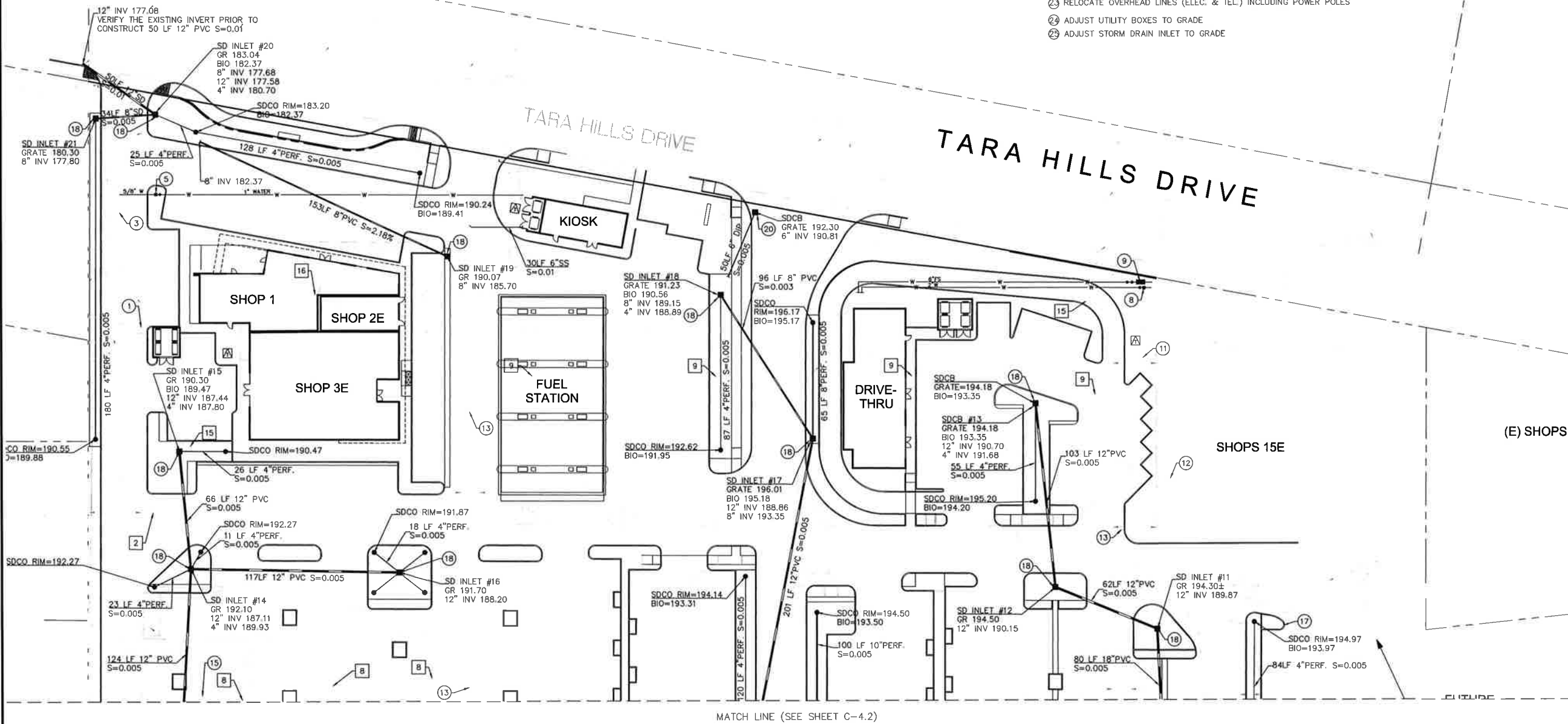
SHEET **C-3.2**
OF
PROJECT **15-2251**

DEMOLITION NOTES:

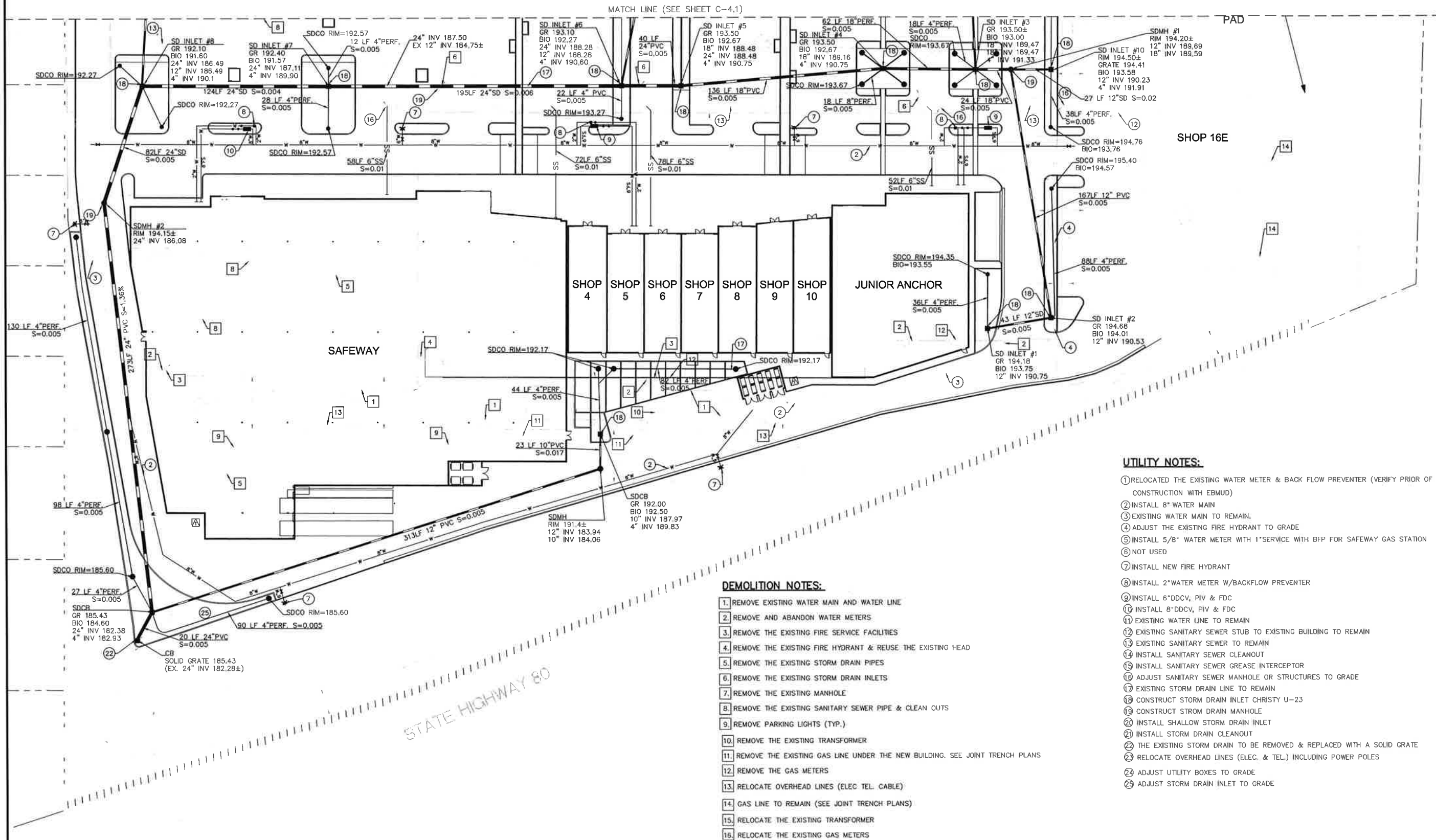
1. REMOVE EXISTING WATER MAIN AND WATER LINE
2. REMOVE AND ABANDON WATER METERS
3. REMOVE THE EXISTING FIRE SERVICE FACILITIES
4. REMOVE THE EXISTING FIRE HYDRANT & REUSE THE EXISTING HEAD
5. REMOVE THE EXISTING STORM DRAIN PIPES
6. REMOVE THE EXISTING STORM DRAIN INLETS
7. REMOVE THE EXISTING MANHOLE
8. REMOVE THE EXISTING SANITARY SEWER PIPE & CLEAN OUTS
9. REMOVE PARKING LIGHTS (TYP.)
10. REMOVE THE EXISTING TRANSFORMER
11. REMOVE THE EXISTING GAS LINE UNDER THE NEW BUILDING. SEE JOINT TRENCH PLANS
12. REMOVE THE GAS METERS
13. RELOCATE OVERHEAD LINES (ELEC TEL. CABLE)
14. GAS LINE TO REMAIN (SEE JOINT TRENCH PLANS)
15. RELOCATE THE EXISTING TRANSFORMER
16. RELOCATE THE EXISTING GAS METERS

UTILITY NOTES:

1. RELOCATED THE EXISTING WATER METER & BACK FLOW PREVENTER (VERIFY PRIOR OF CONSTRUCTION WITH EBMUD)
2. INSTALL 8" WATER MAIN
3. EXISTING WATER MAIN TO REMAIN
4. ADJUST THE EXISTING FIRE HYDRANT TO GRADE
5. INSTALL 5/8" WATER METER WITH 1" SERVICE WITH BFP FOR SAFEWAY GAS STATION
6. NOT USED
7. INSTALL NEW FIRE HYDRANT
8. INSTALL 2" WATER METER W/BACKFLOW PREVENTER
9. INSTALL 6" DDCV, PIV & FDC
10. INSTALL 8" DDCV, PIV & FDC
11. EXISTING WATER LINE TO REMAIN
12. EXISTING SANITARY SEWER STUB TO EXISTING BUILDING TO REMAIN
13. EXISTING SANITARY SEWER TO REMAIN
14. INSTALL SANITARY SEWER CLEANOUT
15. INSTALL SANITARY SEWER GREASE INTERCEPTOR
16. ADJUST SANITARY SEWER MANHOLE OR STRUCTURES TO GRADE
17. EXISTING STORM DRAIN LINE TO REMAIN
18. CONSTRUCT STORM DRAIN INLET CHRISTY U-23
19. CONSTRUCT STORM DRAIN MANHOLE
20. INSTALL SHALLOW STORM DRAIN INLET
21. INSTALL STORM DRAIN CLEANOUT
22. THE EXISTING STORM DRAIN TO BE REMOVED & REPLACED WITH A SOLID GRATE
23. RELOCATE OVERHEAD LINES (ELEC. & TEL.) INCLUDING POWER POLES
24. ADJUST UTILITY BOXES TO GRADE
25. ADJUST STORM DRAIN INLET TO GRADE



DATE:	11-20-19	SCALE:	AS SHOWN	DESIGNED:	AS	DRAWN:	BF	CHECKED:	AS	APPROVED:	AS	FILE PATH:	X:\15-2251\Project Source\Utility Date Directory\15-15-17\Utility\Utility.dwg
ams associates, inc. ENGINEERING SURVEYING													
801 YONAGI VALLEY ROAD SUITE 220 WALNUT CREEK, CA 94596 925-943-2777 FAX 925-943-2778													
UTILITY PLAN PINOLE SQUARE 1200-1577 TARA HILLS DRIVE CONTRA COSTA CALIFORNIA													
PROJECT 15-2251													



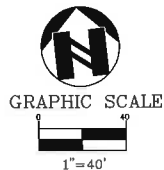
UTILITY NOTES:

1. RELOCATED THE EXISTING WATER METER & BACK FLOW PREVENTER (VERIFY PRIOR OF CONSTRUCTION WITH EBMUD)
2. INSTALL 8" WATER MAIN
3. EXISTING WATER MAIN TO REMAIN.
4. ADJUST THE EXISTING FIRE HYDRANT TO GRADE
5. INSTALL 5/8" WATER METER WITH 1" SERVICE WITH BFP FOR SAFEWAY GAS STATION
6. NOT USED
7. INSTALL NEW FIRE HYDRANT
8. INSTALL 2" WATER METER W/BACKFLOW PREVENTER
9. INSTALL 6" DDCV, PIV & FDC
10. INSTALL 8" DDCV, PIV & FDC
11. EXISTING WATER LINE TO REMAIN
12. EXISTING SANITARY SEWER STUB TO EXISTING BUILDING TO REMAIN
13. EXISTING SANITARY SEWER TO REMAIN
14. INSTALL SANITARY SEWER CLEANOUT
15. INSTALL SANITARY SEWER GREASE INTERCEPTOR
16. ADJUST SANITARY SEWER MANHOLE OR STRUCTURES TO GRADE
17. EXISTING STORM DRAIN LINE TO REMAIN
18. CONSTRUCT STORM DRAIN INLET CHRISTY U-23
19. CONSTRUCT STORM DRAIN MANHOLE
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24. ADJUST UTILITY BOXES TO GRADE
25. ADJUST STORM DRAIN INLET TO GRADE

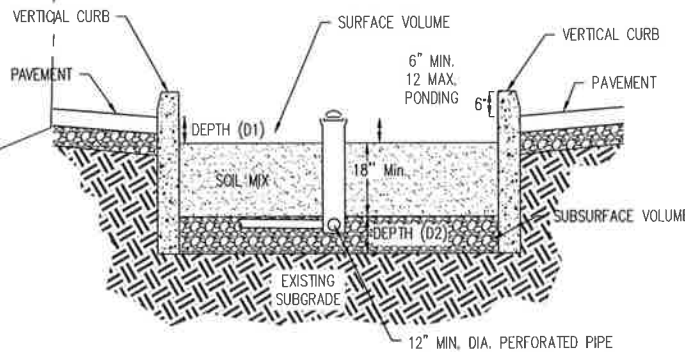
DEMOLITION NOTES:

1. REMOVE EXISTING WATER MAIN AND WATER LINE
2. REMOVE AND ABANDON WATER METERS
3. REMOVE THE EXISTING FIRE SERVICE FACILITIES
4. REMOVE THE EXISTING FIRE HYDRANT & REUSE THE EXISTING HEAD
5. REMOVE THE EXISTING STORM DRAIN PIPES
6. REMOVE THE EXISTING STORM DRAIN INLETS
7. REMOVE THE EXISTING MANHOLE
8. REMOVE THE EXISTING SANITARY SEWER PIPE & CLEAN OUTS
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14. GAS LINE TO REMAIN (SEE JOINT TRENCH PLANS)
15. RELOCATE THE EXISTING TRANSFORMER
16. RELOCATE THE EXISTING GAS METERS

DESCRIPTION		DATE	BY	REV #
DATE: 11-20-19				
SCALE: AS SHOWN				
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801 YONAGU VALLEY ROAD SUITE 220 WALNUT CREEK, CA 94596 925-943-2777 FAX 925-943-2778				
ams associates, inc.				
UTILITY PLAN PINOLE SQUARE				
1200-1577 TARA HILLS DRIVE CONTRA COSTA CALIFORNIA				
PROJECT 15-2251				



- LEGEND**
- DMA DRAINAGE MANAGEMENT AREA
 - IMP INTEGRATED MANAGEMENT PRACTICE
 - HARDSCAPE PAVEMENT AREA
 - LANDSCAPE LANDSCAPE AREA
 - ROOF BUILDING ROOF AREA
 - DRAINAGE AREA
 - DRAINAGE ARROW
 - [Pattern] BIO-RETENTION AREA
 - [Pattern] NEW LANDSCAPING
 - [Pattern] EXISTING LANDSCAPING



BIORETENTION FACILITY
NOT TO SCALE

TREATMENT AREA SIZING SUMMARY						
	ROOF, A (SF)	LANDSCAPE, B (SF)	HARDSCAPE, C (SF)	BIO-RETENTION REQUIRED (SF)	BIO-RETENTION PROPOSED, IMP (SF)	TOTAL AREA MEASURED (SF)
DMA 1			11,790	631	819	12,609
DMA 2	3,146	2,786	14,878	1,039	1,048	21,858
DMA 3	5,550		4,767	552	617	10,934
DMA 4		174	6,695	353	516	7,386
DMA 5	3,877	2,314	16,411	1,148	1,292	23,894
DMA 6	2,961		12,911	864	928	17,330
DMA 7	3,005	3,217	2,590	386	502	9,314
DMA 8	8,561	644	17,021	1,387	1,462	27,708
DMA 9		2,345	16,480	945	1,300	20,125
DMA 10	6,202	428	21,169	1,477	1,650	29,449
DMA 11	5,062	3,091	32,220	2,079	2,608	42,981
DMA 12	5,164		11,100	871	1,035	17,299
DMA 13		566	10,315	567	1,037	11,918
DMA 14		814	26,106	1,419	1,641	28,561
DMA 15	25,685		1,267	1,443	2,929	29,881
DMA 16		1,315	14,507	812	1,641	17,458
DMA 17	39,361		24,716	3,403	3,787	67,359
DMA 18		863	9,595	537	1,238	11,696
DMA 19	7,396		4,840	655	806	13,047
DMA 20		263	9,394	510	910	10,467
DMA 21		87	4,196	227	473	4,756

STORMWATER CONTROL PLAN
PINOLE SQUARE

1200-1577 TARA HILLS DRIVE
CONTRA COSTA CALIFORNIA

SHEET C-5.1
OF 30

PROJECT
15-2251

ams
associates, inc.

801 YGNACIO VALLEY ROAD
SUITE 210
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

ENGINEERING SURVEYING
PLANNING



DATE:	11-20-19	REV #	BY	DATE	DESCRIPTION
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Project Name: Pinole Square
Project Type: Treatment and Flow Control
Location: 1200 Tara Hills Drive, Pinole
APN:
Drainage Area: 436125 sf
Mean Annual Precipitation: 23.14 in

IV. Areas Draining to IMPs

IMP Name: IMP1 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 1C	11,790	Concrete or Asphalt	1.00	11,790	IMP Sizing Factor	
Total						
Area	0.000	0.892				631
Surface Volume	0.000	0.892				520
Subsurface Volume	0.000	0.892				604
Maximum Underdrain Flow (cfs)						0.02
Orifice Diameter (in)						0.01

IMP Name: IMP2 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 2A	3,146	Concrete or Asphalt	1.00	3,146	IMP Sizing Factor	
DMA 2C	14,875	Concrete or Asphalt	1.00	14,875	IMP Sizing Factor	
DMA 2B	2,780	Landscape	0.54	1,501	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,035
Surface Volume	0.000	0.892				865
Subsurface Volume	0.000	0.892				1,143
Maximum Underdrain Flow (cfs)						0.04
Orifice Diameter (in)						1.21

IMP Name: IMP3 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 3C	4,707	Concrete or Asphalt	1.00	4,707	IMP Sizing Factor	
DMA 3A	3,550	Conventional Roof	1.00	3,550	IMP Sizing Factor	
Total						
Area	0.000	0.892				552
Surface Volume	0.000	0.892				480
Subsurface Volume	0.000	0.892				608
Maximum Underdrain Flow (cfs)						0.02
Orifice Diameter (in)						0.85

IMP Name: IMP4 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 4B	124	Landscape	0.54	67	IMP Sizing Factor	
DMA 4C	6,696	Concrete or Asphalt	1.00	6,696	IMP Sizing Factor	
Total						
Area	0.000	0.892				363
Surface Volume	0.000	0.892				303
Subsurface Volume	0.000	0.892				309
Maximum Underdrain Flow (cfs)						0.01
Orifice Diameter (in)						0.70

IMP Name: IMP5 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 5A	18,877	Conventional Roof	1.00	18,877	IMP Sizing Factor	
DMA 5B	3,313	Landscape	0.54	1,789	IMP Sizing Factor	
DMA 5C	16,411	Concrete or Asphalt	1.00	16,411	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,148
Surface Volume	0.000	0.892				957
Subsurface Volume	0.000	0.892				1,293
Maximum Underdrain Flow (cfs)						0.04
Orifice Diameter (in)						1.26

IMP Name: IMP6 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 6B	530	Landscape	0.54	285	IMP Sizing Factor	
DMA 6C	12,911	Concrete or Asphalt	1.00	12,911	IMP Sizing Factor	
DMA 6A	2,961	Conventional Roof	1.00	2,961	IMP Sizing Factor	
Total						
Area	0.000	0.892				864
Surface Volume	0.000	0.892				720
Subsurface Volume	0.000	0.892				900
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.08

IMP Name: IMP7 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 7A	3,005	Conventional Roof	1.00	3,005	IMP Sizing Factor	
DMA 7B	3,217	Landscape	0.54	1,737	IMP Sizing Factor	
DMA 7C	2,590	Concrete or Asphalt	1.00	2,590	IMP Sizing Factor	
Total						
Area	0.000	0.892				396
Surface Volume	0.000	0.892				321
Subsurface Volume	0.000	0.892				424
Maximum Underdrain Flow (cfs)						0.01
Orifice Diameter (in)						0.75

IMP Name: IMP8 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 8B	644	Landscape	0.54	322	IMP Sizing Factor	
DMA 8C	17,021	Concrete or Asphalt	1.00	17,021	IMP Sizing Factor	
DMA 8A	8,561	Conventional Roof	1.00	8,561	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,381
Surface Volume	0.000	0.892				1,156
Subsurface Volume	0.000	0.892				1,525
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.36

IMP Name: IMP9 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 9B	2,840	Landscape	0.54	1,533	IMP Sizing Factor	
DMA 9C	16,480	Concrete or Asphalt	1.00	16,480	IMP Sizing Factor	
Total						
Area	0.000	0.892				845
Surface Volume	0.000	0.892				702
Subsurface Volume	0.000	0.892				1,036
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.75

IMP Name: IMP10 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 10B	424	Landscape	0.54	229	IMP Sizing Factor	
DMA 10C	21,163	Concrete or Asphalt	1.00	21,163	IMP Sizing Factor	
DMA 10A	6,202	Conventional Roof	1.00	6,202	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,471
Surface Volume	0.000	0.892				1,231
Subsurface Volume	0.000	0.892				1,624
Maximum Underdrain Flow (cfs)						0.05
Orifice Diameter (in)						1.83

IMP Name: IMP11 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 11A	3,062	Conventional Roof	1.00	3,062	IMP Sizing Factor	
DMA 11B	3,091	Landscape	0.54	1,669	IMP Sizing Factor	
DMA 11C	32,220	Concrete or Asphalt	1.00	32,220	IMP Sizing Factor	
Total						
Area	0.000	0.892				2,075
Surface Volume	0.000	0.892				1,752
Subsurface Volume	0.000	0.892				2,246
Maximum Underdrain Flow (cfs)						0.07
Orifice Diameter (in)						1.89

IMP Name: IMP12 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 12A	5,164	Conventional Roof	1.00	5,164	IMP Sizing Factor	
DMA 12C	11,100	Concrete or Asphalt	1.00	11,100	IMP Sizing Factor	
Total						
Area	0.000	0.892				871
Surface Volume	0.000	0.892				726
Subsurface Volume	0.000	0.892				958
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.07

IMP Name: IMP13 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 13B	64	Landscape	0.54	35	IMP Sizing Factor	
DMA 13C	13,313	Concrete or Asphalt	1.00	13,313	IMP Sizing Factor	
Total						
Area	0.000	0.892				567
Surface Volume	0.000	0.892				473
Subsurface Volume	0.000	0.892				624
Maximum Underdrain Flow (cfs)						0.02
Orifice Diameter (in)						0.88

IMP Name: IMP14 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 14B	814	Landscape	0.54	437	IMP Sizing Factor	
DMA 14C	26,105	Concrete or Asphalt	1.00	26,105	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,816
Surface Volume	0.000	0.892				1,503
Subsurface Volume	0.000	0.892				1,961
Maximum Underdrain Flow (cfs)						0.05
Orifice Diameter (in)						1.38

IMP Name: IMP15 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 15C	1,282	Concrete or Asphalt	1.00	1,282	IMP Sizing Factor	
DMA 15A	25,685	Conventional Roof	1.00	25,685	IMP Sizing Factor	
Total						
Area	0.000	0.892				1,443
Surface Volume	0.000	0.892				1,202
Subsurface Volume	0.000	0.892				1,583
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.35

IMP Name: IMP16 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 16C	14,502	Concrete or Asphalt	1.00	14,502	IMP Sizing Factor	
DMA 16B	1,353	Landscape	0.54	730	IMP Sizing Factor	
Total						
Area	0.000	0.892				812
Surface Volume	0.000	0.892				676
Subsurface Volume	0.000	0.892				893
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						1.08

IMP Name: IMP17 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 17A	39,361	Conventional Roof	1.00	39,361	IMP Sizing Factor	
DMA 17C	24,316	Concrete or Asphalt	1.00	24,316	IMP Sizing Factor	
Total						
Area	0.000	0.892				3,408
Surface Volume	0.000	0.892				2,841
Subsurface Volume	0.000	0.892				3,750
Maximum Underdrain Flow (cfs)						0.13
Orifice Diameter (in)						2.12

IMP Name: IMP18 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 18B	563	Landscape	0.54	303	IMP Sizing Factor	
DMA 18C	9,588	Concrete or Asphalt	1.00	9,588	IMP Sizing Factor	
Total						
Area	0.000	0.892				537
Surface Volume	0.000	0.892				447
Subsurface Volume	0.000	0.892				560
Maximum Underdrain Flow (cfs)						0.02
Orifice Diameter (in)						0.86

IMP Name: IMP19 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

DMA Name	DMA Area (sq ft)	Post-Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing	Proposed Area or Volume
DMA 19A	2,556	Conventional Roof	1.00	2,556	IMP Sizing Factor	
DMA 19C	4,840	Concrete or Asphalt	1.00	4,840	IMP Sizing Factor	
Total						
Area	0.000	0.892				600
Surface Volume	0.000	0.892				540
Subsurface Volume	0.000	0.892				721
Maximum Underdrain Flow (cfs)						0.03
Orifice Diameter (in)						0.93

IMP Name: IMP20 (Soil Type: C)

IMP Type: Bioretention Facility
Soil Type: C

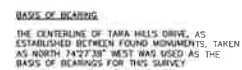
DMA Name	DMA Area (sq ft)	Project Surface Type	DMA Runoff Factor	Area x Runoff Factor	IMP Sizing		Proposed Area or Volume		
DMA 20B	263	Landscape	0.54	132	IMP Sizing Factor	Adjustment Factor	Minimum Area or Volume		
DMA 20C	13,394	Concrete or Asphalt	1.00	13,394					
Total				0.936					
Area				0.000				0.892	510
Surface Volume				0.000				0.892	425
Subsurface Volume				0.066	0.892	56			
Maximum Underdrain Flow (cfs)							0.0		
Orifice Diameter (in)							0.0		

AC = ASPHALT CONCRETE
BF = BACKFILL PREVENTER
CB = CABLE
CBG = CABLE BASON
CI = CURB INLET
CJ = GUTTER LINE
CLF = CHAIN LINK FENCE
CON = CONCRETE
COW = CROSS WALK BUTTON
DOCV = DOUBLE STREET CORD; VALVE
DI = DROP INLET
DWO = DRIVEWAY
E = ELECTRIC LINE
EB = ELECTRIC BOX
EM = ELECTRIC METER
EP = EDGE OF PAVEMENT
EL = ELECTRIC WALL
ET = EASEMENT
FC = FACE OF CURB
FDG = FIRE SEPT. CONNECTION
FHY = FIRE HYDRANT
FL = FLOWLINE
GL = GAS LINE
GM = GAS METER
GP = GUARD POST
GS = GAS VALVE
HCR = HANDICAP RAMP
IRR = IRRIGATION
IRV = IRRIGATION CONTROL VALVE
JO = JOINT POLE
JT = JOINT TRENCH
M = MONITORING WELL
OH = OVERHEAD UTILITY
P = PAVEMENT
PGAS = PNEUMATIC GAS & ELECTRIC
PL PROPERTY LINE
PLNTR = PLANTER
PP = POWER POLE

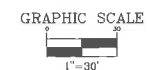
PUE = PUBLIC UTILITY EASEMENT
N/W = RIGHT OF WAY
(R) = REFERENCE
S.B.L. = SETBACK LINE
SD = STORM DRAIN LINE
SL = STREET LIGHT
SMT = SURFACE MOUNTED TRANSFORMER
SS = SANITARY SEWER LINE
SSO = SANITARY SEWER CLEANOUT
SW = SIDEWALK
T = TELEPHONE LINE
TEL = TELEPHONE BOX
TOP = TOP OF CURB
TP = TELEPHONE POLE
TPOC = TRUE POINT OF COMMENCEMENT
TR = TELEPHONE RISER
TS = TRAFFIC SIGNAL
TSB = TRAFFIC SIGNAL CONTROL BOX
TSCP = TRAFFIC SIGNAL CONTROL PANEL
UG = UNDERGROUND UTILITY
V = VALVE
W = WATER MAIN
WF = WROUGHT IRON FENCE
WM = WATER METER
WW = WATER VALVE
YL = YARD LIGHT

●	— FD. PROPERTY CORNER (AS NOTED)
— — —	— DRAIN LINE
—	— STORM DRAIN MANHOLE
○	— FIRE HYDRANT
○	— MANHOLE
○	— SANITARY SEWER MANHOLE
○	— TELEPHONE MANHOLE
○	— TREE
○	— YARD LIGHT
	— SURFACE MOUNTED TRANSFORMER
	— ELECTRIC BOX
	— CABLE BOX
	— TRAFFIC SIGNAL BOX
	— TRAFFIC SIGNAL LIGHT
— — —	— STREET LIGHT
	— POST INDICATOR VALVE
	— BACK FLOW PREVENTOR
	— FIRE DEPARTMENT CONNECTION
	— MONITOR WELL
	— WATER VALVE
	— IRRIGATION CONTROL VALVE
	— DOUBLE DETECTOR CHECK VALVE
	— TRAFFIC SIGNAL W/OVERHANG
— SS —	— UNDERGROUND SANITARY SEWER LINE
— SD —	— UNDERGROUND STORM DRAIN LINE
— W —	— UNDERGROUND WATER LINE
— G —	— UNDERGROUND GAS LINE
— T —	— UNDERGROUND TELEPHONE LINE
— E —	— UNDERGROUND ELECTRIC LINE
— OH —	— OVERHEAD ELECTRIC LINE
— OH —	— OVERHEAD TELEPHONE LINE
— OH & E —	— OVERHEAD ELECTRIC AND TELEPHONE LINE
— — —	— INDICATES PROPERTY LINES
— — —	— FENCE LINE

(#) — EXCEPTION # PER REFERENCE #



BENCHMARK
BENCHMARK NUMBER 1687. A ONE INCH NAIL SET IN
TOP OF THE NORTH CONCRETE CURB OF CANYONE
DRIVE 93.3 FEET EAST OF EAST CURB RETURN OF
THE NORTH EAST CORNER OF CANYON DRIVE AND
APPLAN WAY.
ELEVATION 239.93' (COUNTY DATUM)



ams
associates, inc.

801 YONACIO VALLEY ROAD
SUITE 220
WALNUT CREEK, CA 94596
925-943-2777 FAX 925-943-2778

PLANNING ENGINEERING SURVEYING

CONTRA COSTA

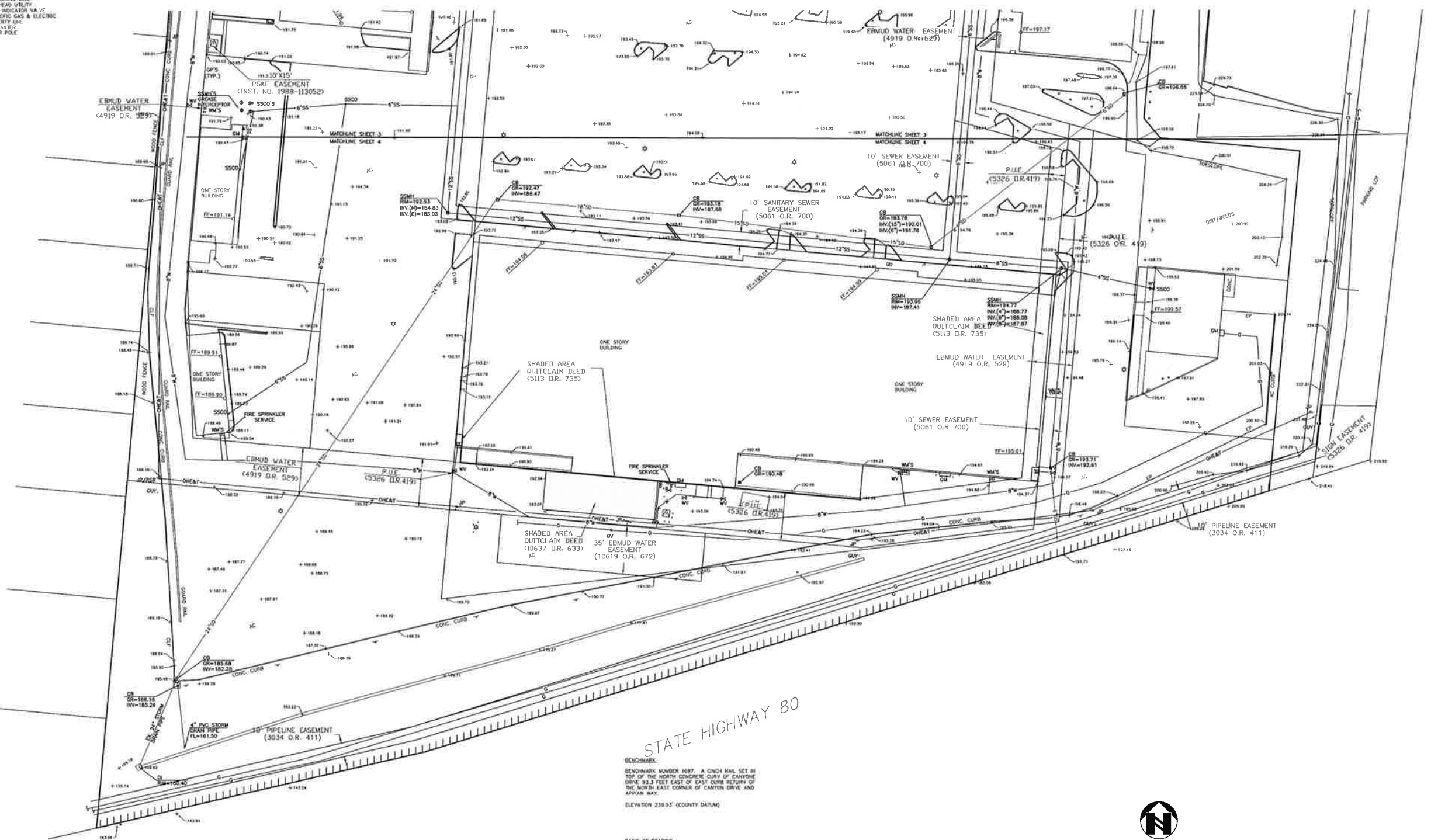
PINOLE

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3 of 4
PROJECT
15-2251

ABBREVIATIONS:
AC - ASPHALT CONCRETE
BTP - BACKFLOW PREVENTOR
CA - CABLE
CB - CATCH BASIN
CI - CURB INLET
CL - CENTER LINE
CLV - CHAIN LINK FENCE
CONC - CONCRETE
CWB - CROSS WALK BUTT
DDCV - DOUBLE DETECTOR CHECK VALVE
DI - DROP INLET
DWT - DRIVEWAY
E - ELECTRIC LINE
EB - ELECTRIC BOX
EM - ELECTRIC METER
EV - EDGE OF PAVEMENT
EY - ELECTRIC VAULT
FC - FACE OF CURB
FDC - FIRE DEPT. CONNECTION
FM - FIRE HYDRANT
G - GAS LINE
GM - GAS METER
GP - GUARD POST
GV - GAS VALVE
HCR - HANDICAP RAMP
IBS - IRRIGATION
ICV - IRRIGATION CONTROL VALVE
JP - JOINT PILE
JT - JOINT TRENCH
MW - MONITORING WELL
OH - OVERHEAD UTILITY
PIV - POST INDICATOR VALVE
PRGM - PACIFIC GAS & ELECTRIC
PL - PROPERTY LINE
PLTR - PLASTER
PP - POWER POLE

PUE - PUBLIC UTILITY EASEMENT
R/W - RIGHT OF WAY
RS - REFERENCE
S.B.L. - SETBACK LINE
SD - STORM DRAIN LINE
SL - STREET LIGHT
SM - SURFACE MOUNTED TRANSFORMER
SS - SANITARY SEWER LINE
SSCO - SANITARY SEWER CLEANOUT
SW - SEWER
T - TELEPHONE LINE
TEL - TELEPHONE BOX
TC - TOP OF CURB
TPOC - TRUE POINT OF COMMENCEMENT
TR - TELEPHONE RISER
TS - TRAFFIC SIGNAL
TSB - TRAFFIC SIGNAL CONTROL BOX
TSCP - TRAFFIC SIGNAL CONTROL PANEL
US - UNDERGROUND UTILITY
VG - VALLEY OUTLET
W - WATER MAIN
WIF - WROUGHT IRON FENCE
WM - WATER METER
WV - WATER VALVE
YL - YARD LIGHT

SYMBOLS:
● - FID PROPERTY CORNER (AS NOTED)
--- CHAIN LINK FENCE
○ - STORM DRAIN MANHOLE
○ - FIRE HYDRANT
○ - MANHOLE
○ - SANITARY SEWER MANHOLE
○ - TELEPHONE MANHOLE
○ - TREE
○ - YARD LIGHT
△ - SURFACE MOUNTED TRANSFORMER
□ - ELECTRIC BOX
□ - CABLE BOX
□ - TRAFFIC SIGNAL BOX
▲ - TRAFFIC SIGNAL LIGHT
◇ - POST INDICATOR VALVE
◇ - BACK FLOW PREVENTOR
◇ - FIRE DEPARTMENT CONNECTION
◇ - MONITOR WELL
◇ - WATER VALVE
--- IRRIGATION CONTROL VALVE
--- DOUBLE DETECTOR CHECK VALVE
--- TRAFFIC SIGNAL W/OVERHANG
--- UNDERGROUND SANITARY SEWER LINE
--- UNDERGROUND STORM DRAIN LINE
--- UNDERGROUND WATER LINE
--- UNDERGROUND GAS LINE
--- UNDERGROUND TELEPHONE LINE
--- UNDERGROUND ELECTRIC LINE
--- OVERHEAD ELECTRIC LINE
--- OVERHEAD TELEPHONE LINE
--- OVERHEAD ELECTRIC AND TELEPHONE LINE
--- INDICATES PROPERTY LINES
--- FENCE LINE
--- EXCEPTION # PER REFERENCE #1



STATE HIGHWAY 80

BENCHMARK:
BENCHMARK NUMBER 1887, A SINK HAIL SET IN TOP OF THE NORTH CONCRETE CURB OF CANYON DRIVE 92.3 FEET EAST OF EAST CURB RETURN OF THE NORTH EAST CORNER OF CANYON DRIVE AND APPIAN WAY.
ELEVATION 239.93' (COUNTY DATUM)

BASIS OF BEARING:
THE CENTERLINE OF TARA HILLS DRIVE, AS ESTABLISHED BETWEEN FOUND MONUMENTS, TAKEN AS NORTH 74°2'38" WEST WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



GRAPHIC SCALE
1"=30'

PRELIMINARY ALTA SURVEY

APPIAN 80 SHOPPING CENTER
CONTRA COSTA

CALIFORNIA

PINOLE

4
266 OF 308
15 2251

ams
801 YONKID VALLEY ROAD
SUITE 220
PACIFIC CREEK, CA 94556
925-943-2777 FAX 925-943-2778
associates, inc. PLANNING ENGINEERING SURVEYING

DATE	5-6-15	REV	#	BY	DATE	DESCRIPTION
SCALE:	1"=30'					
DESIGNED:	CTJ					
DRAWN:	CTJ					
CHECKED:	CTJ					
PROJ. MGR:	AS					
FILE PATH:						



- LEGEND**
- ACCENT PAVING AT ENTRIES, TYP.
 - CONCRETE ACCENT PAVING, TYP.
 - INTERLOCKING PAVERS, TYP.
 - LOW CONCRETE SEAT WALLS
 - OUTDOOR TABLES WITH SHADE, TYP.
 - SOMA STONES
 - POTS
 - (8) DOUBLE BIKE LOCKERS (16 BIKES)
 - (6) VERTICAL BIKE LOCKERS (6 BIKES)
 - (11) BIKE RACKS (22 BIKES)
 - GOOD NEIGHBOR WOOD FENCE

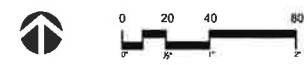
SHADE

PARKING SPACE AREA: 80,142 SF
 NUMBER OF TREES: 193

50% SHADE REQUIRED AT 15 YEARS: 30,071 SF
 ESTIMATED TREE SHADE AT 15 YEARS: 42,058 SF

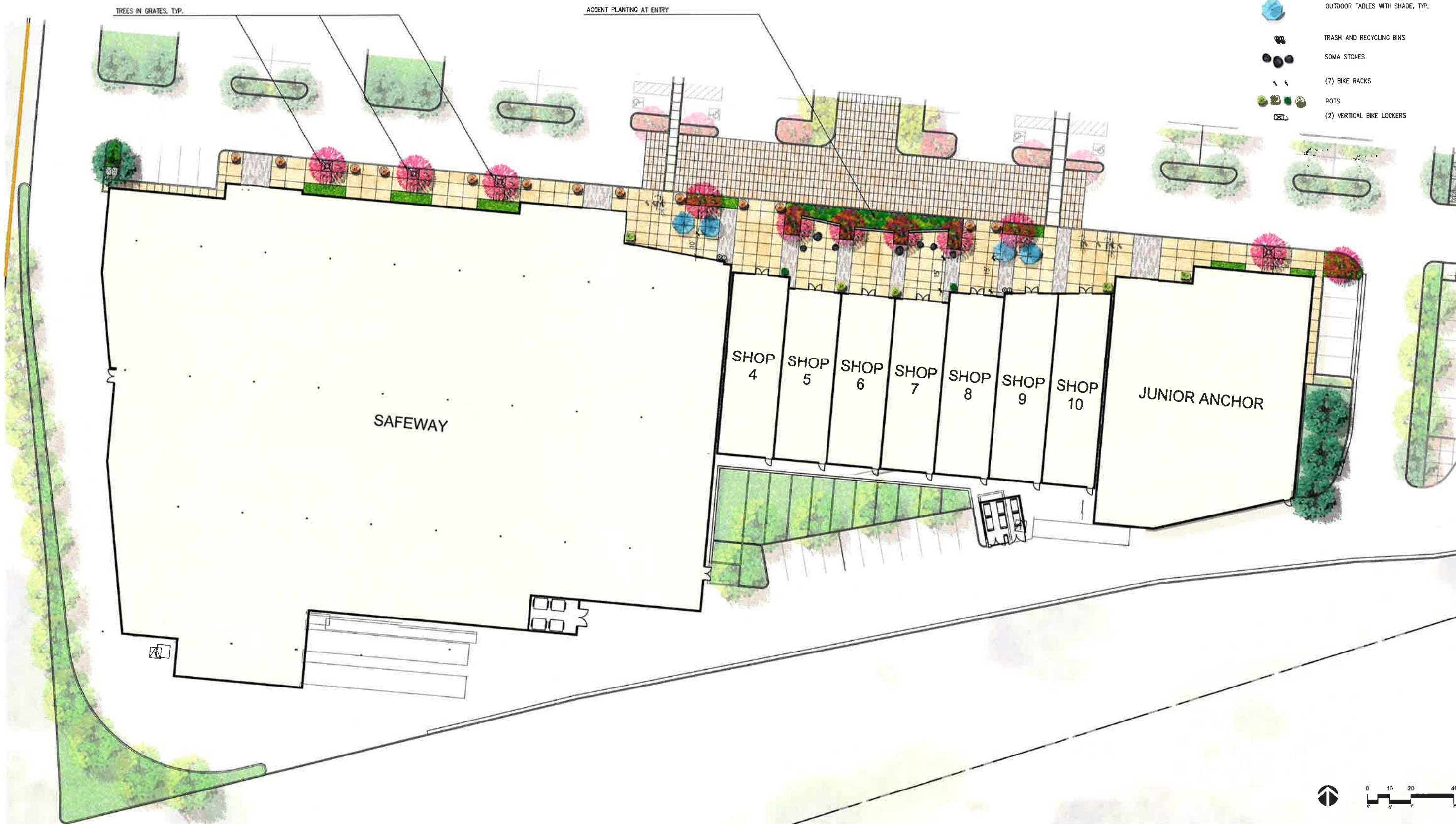
TOTAL LANDSCAPE AREA: 43,160 SF
 TOTAL HIGH ALBEDO PAVING: 28,550 SF

- PLANTING LEGEND**
- PARKING LOT TREES**
- ARBUTUS 'MARINA'
 - PISTACIA CHINENSIS
 - PLATANUS ACERIFOLIA 'COLUMBIA'
 - TRISTANIA LAURINA 'ELEGANT'
- ACCENT TREES**
- RHAPHIOLEPIS 'MAJESTIC BEAUTY'
 - PHOTINIA X FRASERII
- ACCENT PLANTINGS**
- STORMWATER AREA**
- LANDSCAPE AREA**



LEGEND

-  CONCRETE ACCENT PAVING, TYP.
-  INTERLOCKING PAVERS, TYP.
-  LOW CONCRETE SEAT WALLS
-  OUTDOOR TABLES WITH SHADE, TYP.
-  TRASH AND RECYCLING BINS
-  SOMA STONES
-  (7) BIKE RACKS
-  POTS
-  (2) VERTICAL BIKE LOCKERS



PLOT DATE: 10/30/2019 3:39 PM



CONCRETE SEATWALL



SOMA STONES
MFR: CONCRETEWORKS



GOOD NEIGHBOR WOOD FENCE



POT C
MFR: QCP
MODEL: SHEAR
QS-SHR-3636P



POT A
MFR: QCP
MODEL: CASCADE ROUND
48" X 42" QR-CE 4842P



POT B
MFR: QCP
MODEL: AXIOM SQUARE
QS-AX 4836P



TRASH/RECYCLE BIN
MFR: LANDSCAPE FORMS
MODEL: LAKESIDE GRASS SIDE OPENING



OUTDOOR TABLES WITH SHADE
MFR: LANDSCAPE FORMS
MODEL: CHARLIE TABLE W/ UMBRELLA



BIKE RACKS
MFR: FORMS+SURFACES
MODEL: CAPITOL BIKE RACK



DOUBLE BIKE LOCKER
MFR: MADRAX
MODEL: ML2-2
39" W X 75" L



VERTICAL BIKE LOCKER
MFR: MADRAX
MODEL: ML2-2
39" W X 75" L



INTERLOCKING PAVERS
MFR: BASALTITE
MODEL: MISSION

TREES



ARBUTUS X 'MARINA'
ARBUTUS



PHOTINIA X FRASERI
PHOTINIA



PISTACIA CHINENSIS 'KEITH DAVEY'
KEITH DAVEY CHINESE PISTACHE



PLATANUS X ACERIFOLIA 'COLUMBIA'
LONDON PLANE TREE



RHAMPHOLEPIS INDICA 'MAJESTIC BEAUTY'
MAJESTIC BEAUTY INDIAN HAWTHORNE



TRISTANIA LAURINA 'ELEGANT'
ELEGANT WATER GUM

SHRUBS



CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'
FEATHER REED GRASS



CALLISTEMON VIMINALIS 'LITTLE JOHN'
DWARF BOTTLE BRUSH



CARPENTERIA CALIFORNICA
BUSH ANEMONE



CISTUS X ARGENTUS 'SILVER PINK'
ROCK ROSE



DIETES GRANDIFLORA 'VARIEGATA'
STRIPED FORTNIGHT LILY



FRANGULA CALIFORNICA 'MOUND SAN BRUNO'
CALIFORNIA BUCKTHORN



LOMANDRA LONGIFOLIA 'BREEZE'
DWARF MAT RUSH



MUHLENBERGIA RIGENS
DEER GRASS



MYRICA CALIFORNICA
PACIFIC WAX MYRTLE



TEUCRUM FRUTICANS 'COMPACTA'
BUSH GERMANDER

GROUND COVER



CISTUS PULVERULENTUS 'SUNSET'
ROCKROSE



ERIGERON KARVINSKIANUS
FLEABANE



ERIOGONUM GRANDE RUBESCENS
RED BUCKWHEAT



LANTANA CVS.
LANTANA



PENSTEMON HETEROPHYLLUS 'MARGARITA BOP'
BEARD TONGUE



SALVIA X 'BEE'S BLISS'
SAGE

STORM WATER PLANTS



CHONDROPETALUM TECTORUM
CAPE RUSH



JUNCUS PATENS
CALIFORNIA GRAY RUSH



LEYMUS CONDENSATUS 'CANYON PRINCE'
NATIVE BLUE RYE

PLANT PALETTE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	MATURE SIZE	NOTES
ARB	ARBUTUS X 'MARINA'	ARBUTUS STANDARD	24"BOX	L	40' H X 40' W	SMALL FRUITS
PHO	PHOTINIA X FRASERI	PHOTINIA	24"BOX	M	15' H X 10' W	
PIC	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	L	30' H X 30' W	
PLA	PLATANUS X ACERIFOLIA 'COLUMBIA'	LONDON PLANE TREE	24"BOX	M	80' H X 40' W	DRY FRUIT LITTER, LARGE ROOTS
RHA	RHAMPHOLEPIS INDICA 'MAJESTIC BEAUTY'	MAJESTIC BEAUTY INDIAN HAWTHORNE STANDARD	24"BOX	L	20' H X 10' W	SMALL DRY FRUITS
TRL	TRISTANIA LAURINA 'ELEGANT'	ELEGANT WATER GUM	24"BOX	M	30' H X 20' W	SMALL DRY FRUITS
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	MATURE SIZE	
CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL	L	5' H X 3' W	
CD	CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF WEEPING BOTTLEBRUSH	5 GAL	L	3' H X 3' W	
CC	CARPENTERIA CALIFORNICA	BUSH ANEMONE	5 GAL	L	4' H X 4' W	
CT	CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL	L	3' H X 4' W	
CS	CISTUS X ARGENTUS 'SILVER PINK'	ROCK ROSE	5 GAL	L	3' H X 5' W	
DV	DIETES GRANDIFLORA 'VARIEGATA'	STRIPED FORTNIGHT LILY	5 GAL	L	3' H X 3' W	
FC2	FRANGULA CALIFORNICA 'MOUND SAN BRUNO'	MOUND SAN BRUNO COFFEEBERRY	5 GAL	L	5' H X 5' W	
JP	JUNCUS PATENS	CALIFORNIA GRAY RUSH	5 GAL	L	2' H X 2' W	
LE	LEYMUS CONDENSATUS 'CANYON PRINCE'	NATIVE BLUE RYE	5 GAL	L	4' H X 3' W	
LB	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	5 GAL	L	3' H X 3' W	
MR	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	L	4' H X 4' W	
MC	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	5 GAL	M	20' H X 10' W	
TC	TEUCRUM FRUTICANS 'COMPACTA'	BUSH GERMANDER	5 GAL	L	3' H X 3' W	
GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	MATURE SIZE	
CP	CISTUS PULVERULENTUS 'SUNSET'	ROCKROSE	1 GAL	L	2' H X 6' W	
EK	ERIGERON KARVINSKIANUS	FLEABANE	1 GAL	L	2' H X 3' W	
EG	ERIOGONUM GRANDE RUBESCENS	RED BUCKWHEAT	1 GAL	L	1' H X 3' W	
LC	LANTANA CVS.	LANTANA	1 GAL	L	2' H X 5' W	
PM	PENSTEMON HETEROPHYLLUS 'MARGARITA BOP'	BEARD TONGUE	1 GAL	L	2' H X 3' W	
SB	SALVIA X 'BEE'S BLISS'	SAGE	1 GAL	L	1' H X 5' W	

WATER USE RATING LEGEND:
WUCOLS III CATEGORIES OF WATER NEEDS FROM: UNIVERSITY OF CALIF COOPERATIVE EXTENSION, CALIF DEPARTMENT OF WATER RESOURCES, U.S. BUREAU OF RECLAMATION
H = HIGH
M = MODERATE
L = LOW
VL = VERY LOW

LEGEND

- #3

EXISTING TREE TO BE PRESERVED
- #4

EXISTING TREE TO BE REMOVED
- TS

EXISTING TS TREE TO BE REMOVED
TS=TOO SMALL (TREE LESS THAN 6" IN DIAMETER)
PER THE PROJECT ARBORIST REPORT PREPARED
BY HORTSCIENCE DATED OCT. 4, 2017
- #44

OFFSITE EXISTING TREE TO BE PRESERVED

TREE INVENTORY LIST

TREE #	SPECIES	TRUNK DIAMETER (IN.)	PROT TREE	DISP.	COMMENTS
1	OLIVE	13	NO	REMOVE	WITHIN CONSTRUCTION.
2	OLIVE	6,6,4,4	NO		
3	NICHOL'S WILLOWLEAFED PEPPERMINT	31	YES	PRESERVE	APP 7' FROM CONSTRUCTION.
4	AVOCADO	11,6	NO	REMOVE	WITHIN CONSTRUCTION.
5	OLIVE	9,8,6	NO		
6	CALLERY PEAR	7	NO		
7	NICHOL'S WILLOWLEAFED PEPPERMINT	23	YES		
8	BLUE ATLAS CEDAR	10	NO		
9	NICHOL'S WILLOWLEAFED PEPPERMINT	22	YES		
10	SWEETGUM	14	NO		NEW SIDEWALK
11	SWEETGUM	16	NO		
12	MONTEREY PINE	26	YES		WITHIN CONSTRUCTION.
13	NICHOL'S WILLOWLEAFED PEPPERMINT	22	YES		
14	NICHOL'S WILLOWLEAFED PEPPERMINT	29	YES		
15	NICHOL'S WILLOWLEAFED PEPPERMINT	14	NO		
16	NICHOL'S WILLOWLEAFED PEPPERMINT	11	NO		
17	NICHOL'S WILLOWLEAFED PEPPERMINT	24	YES		
18	NICHOL'S WILLOWLEAFED PEPPERMINT	28	YES		
19	NICHOL'S WILLOWLEAFED PEPPERMINT	7	NO		
20	NICHOL'S WILLOWLEAFED PEPPERMINT	14	NO		
21	NICHOL'S WILLOWLEAFED PEPPERMINT	24	YES		
22	NICHOL'S WILLOWLEAFED PEPPERMINT	11	NO		
23	NICHOL'S WILLOWLEAFED PEPPERMINT	24	YES		
24	NICHOL'S WILLOWLEAFED PEPPERMINT	33	YES		
25	NICHOL'S WILLOWLEAFED PEPPERMINT	20	YES		
26	BLUE ATLAS CEDAR	12	NO		
27	OLIVE	15	NO		
28	BLUE ATLAS CEDAR	13	NO		
29	NICHOL'S WILLOWLEAFED PEPPERMINT	15	NO		
30	NICHOL'S WILLOWLEAFED PEPPERMINT	13	NO		
31	NICHOL'S WILLOWLEAFED PEPPERMINT	15	NO		
32	OLIVE	8	NO		
33	OLIVE	7	NO		
34	NICHOL'S WILLOWLEAFED PEPPERMINT	29	YES		
35	NICHOL'S WILLOWLEAFED PEPPERMINT	25	YES		
36	NICHOL'S WILLOWLEAFED PEPPERMINT	20	YES		
37	NICHOL'S WILLOWLEAFED PEPPERMINT	28	YES		
38	NICHOL'S WILLOWLEAFED PEPPERMINT	26	YES		
39	NICHOL'S WILLOWLEAFED PEPPERMINT	16	NO		
40	NICHOL'S WILLOWLEAFED PEPPERMINT	16	NO		
41	NICHOL'S WILLOWLEAFED PEPPERMINT	14	NO		
42	MONTEREY PINE	21	YES		
43	MONTEREY PINE	23	YES		
44	MONTEREY PINE	25	YES	PRESERVE	OFFSITE MAY REQUIRE PRUNING.
45	MONTEREY PINE	25	YES		
46	MONTEREY PINE	25	YES		
47	MONTEREY PINE	15,15	NO		
48	MONTEREY PINE	21	YES		
49	MONTEREY PINE	21	YES		
50	MONTEREY PINE	24	YES		
51	BLUE GUM	35	YES		
52	BLUE GUM	25	YES		
53	BLUE GUM	25	YES		
54	BLUE GUM	25	YES		
55	BLUE GUM	>10	NO		
56	BLUE GUM	40	YES		
57	BLUE GUM	25	YES		
58	BLUE GUM	35	YES		
59	BLUE GUM	25	YES		
60	BLUE GUM	40	YES		
61	BLUE GUM	40	YES		
62	ITALIAN CYPRESS	6	NO	REMOVE	WITHIN CONSTRUCTION.
63	ITALIAN CYPRESS	10	NO		
64	COAST LIVE OAK	10	YES	PRESERVE	OFFSITE MAY REQUIRE PRUNING.
65	MONTEREY PINE	25	YES		
66	MONTEREY PINE	34	YES		
67	MONTEREY PINE	31	YES		
68	MONTEREY PINE	22	YES		
69	MONTEREY PINE	22	YES		
70	MONTEREY PINE	31	YES		

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Introduction

The Pinole Square Master Sign Program has been established for the purpose of assuring a functional, coordinated graphics program that will provide guidelines for unique signage integrated into the development's architectural design, maintain consistency, encourage creativity, and enhance the project in Pinole, California.

Contact List

Architect

Lowney Architects
360 17th Street, Suite 200
Oakland, CA 94612
510.836.5400
info@lowneyarch.com

Project Contact

Carl Goldstone
650.340.1761
carl@hillsboroprop.com

Sign Consultant

Pacific Neon Company
2939 Academy Way
Sacramento, California 95815
800. 927. 4762
Howard@pacificneon.com

City of Pinole

Community Development Department
2131 Pear Street
Pinole, CA 94564
510.724.8912

Introduction

The establishment of this Master Sign Program (MSP) is to compliment and enhance the appearance of the building and the integrity of the architectural design. The objective is to encourage high quality and unique signage, which is an integral part of the architecture of the building using a consistent and uniform sign standard, and to maintain the aesthetic quality of the property along with the community standards of the City of Pinole. The intent of this MSP is to insure that tenant signage on this property is designed and executed in a manner which will achieve these objectives while providing appropriate identification of Tenant's businesses, including incorporation of corporate identification where applicable. The design of all graphics will be carefully considered in relation to the site architecture and landscaping, as well as to the specific context of the location within the project. In cases not covered by The Pinole Master Sign Program the prevailing criteria found within the City of Pinole Municipal Code shall prevail.

Submittal & Approval Process

1. Submittal to Landlord

Prior to sign fabrication and application for City approval of permits, each Tenant shall submit to the Landlord for approval at least three (3) complete sets of detailed design and shop drawings including the following:

- Elevation of storefront illustrating the proposed sign design and all dimensions as they relate to the storefront elevation of Tenant's premises; Fully dimensioned and scaled shop drawings. Sign elevation must be rendered in color and must specify exact dimensions (including line spacing), copy, layout, materials, colors, method of attachment, illumination, electrical and all other details pertinent to the sign construction, as well as all sign area square footage calculation(s) in compliance with this criteria.
- Sign section detail through the letter and/or logo shall show the dimensioned projection of the face of the letter and/or logo and method / specification of illumination. Letters and/or logo sign details must be accurately dimensioned including line spacing.
- Approval or disapproval of sign submittal shall remain the sole right of the Landlord or his chosen representative. If submittal are disapproved, then Tenants must submit revised plans until Landlord's approval is obtained.

2. City Submittal

A full set of final plans must be approved and stamped by the Landlord prior to permit application or sign fabrication. Following Landlord's approval of the proposed signage, Tenant or his agent must submit an application to the City for all permits for fabrication and installation by a licensed and bonded sign contractor.

- Each Tenant shall be responsible for the fulfillment of all requirements of these Criteria and of government agencies with jurisdiction and approved specifications.
- All City coordination with respect to approvals and permits for signs and their installation shall be obtained by the Tenant or his/her Representative, at his/her sole expense.
- Any changes requested by the City regarding design or intent must be also cleared by Landlord before submittal to City.
- The Landlord has final approval for design and content of tenant signage in accordance with the City Sign Regulations or Zoning Ordinance.

3. Approval and Commencement

Tenant and his sign contractor shall not be permitted to commence installation of the exterior sign unless all of the following conditions have been met:

- A stamped set of final drawings reflecting the Landlord's and the City's approval shall be obtained from each party.
- The Landlord must receive the sign installer's and/or sign company's Certificate of Insurance and Business License.
- The Landlord must receive and approve the sign installer's and/or sign company's schedule for installation of signage.

4. Modifications

In the event Tenant wishes to change its exterior sign anytime during the term of its lease, then Tenant must comply with the requirements set forth herein and any future modifications, revisions or changes which have been made to the criteria for the property after the execution of its lease agreement.

Sign Construction Conditions

1. All electrical signs shall be UL compliant and carry the certified and registered UL label affixed to sign cabinet in a place where it is visible at pedestrian level.
2. The sign contractor shall be responsible for the fulfillment of all the requirements and specifications, completing the installation in a workman-like manner, and cleaning up, patching and painting any surfaces damaged by the installation to original building specifications.
3. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type styles shall not be acceptable. Landlord reserves the right to reject any fabrication work deemed to be below standard or misrepresents approved drawing designs.
4. Signs must be made of durable rust-inhibited materials that are appropriate and complimentary to the building.
5. Finished surfaces of metal shall be free from oil canning and warping. All sign finishes shall be free of dust, ripples, weld marks, orange peel, drips and runs, and shall have uniform surfaces conforming to the highest standards of the industry.
6. All signage with concealed lighting shall be appropriately sealed with no visible light leaks.
7. All electrical devices, raceways and conduits must be concealed and/or located within the Tenant's space.
8. Mounting pins and brackets must be as streamlined and painted to match the adjacent building or sign, where applicable.
9. Fasteners and attachment connection must be concealed.
10. Manufacturers' identification labels and UL labels should be in a inconspicuous location.
11. All metals to be painted with the highest quality automotive polyurethane paint, unless otherwise specified. Tenant's sign contractor is required to specify and execute a sign painting application that yields the longest life with the least likelihood of paint fading and peeling. Paint must withstand exterior weather conditions, and be sprayed to a smooth finish, not brushed on.
12. Landlord reserves the right to disapprove designs which are deemed offensive by community standards, are non-conforming to sign standards as outlined in this document, or deemed not demonstrating adequate design proficiency by landlord.
13. Upon termination of the Lease, the tenant shall leave the facade wall, awning, glazing or hanging sign in good condition. Without limitation, the tenant shall be specifically required in a workman like manner to all remove installed signage, fill all holes, and terminate all electrical wiring per prevailing codes. At the Landlord discretion, the tenant is required to restore a consistent look and color to match the surrounding facade. The tenant is required at its sole cost and expense to replace all store frontage glass areas that can not be fully restored.

Approved Sign Types & Definitions

Approved sign types are outlined here to provide guidance and expectations to tenant exterior building signage. Approved types may be combined with each other as a method of design and creativity is strongly encouraged. Design approval by Landlord/City is conditional and is based on merit of design, workmanship/materials, size and placement.

1. **Illuminated Pan Channel Letters/Logos**
Pan channel construction is defined as fabricated dimensional signs that have translucent backs. Signs are internally illuminated with LEDs.
2. **Halo Illuminated Reverse Pan Channel Letters/Logos**
Reverse pan channel construction is defined as fabricated dimensional signs with solid, opaque faces and returns, typically fabricated aluminum. Signs are pegged off of wall with metal standoffs creating space between sign back and fascia surface. Signs are internally illuminated, typically with shielded LEDs which emanates from sign backs onto wall surface, creating a silhouetted graphic with halo lighting reflecting onto the wall surface behind it.
3. **Window Signs**
Tenants are allowed vinyl film window graphics on lower windows, doors and sidelight glass glazing, but are limited to up to 20% of the specific window area for graphics. Window graphics are not allowed on the upper windows, above the transom structure. Window graphics should only contain business name, secondary copy pertaining to business services, hours of operation or just graphics. Business name / logo may be allowed to span across adjacent windows as necessary. No sales events or messages not pertaining to business name or services will be allowed. Landlord reserves the right to review content and design prior to application.

Prohibited Sign Types

1. Signs using flashers, scintillating / chasing bulbs or moving elements.
2. Blimps or Balloons. Tethered aerial devices for advertising.
3. Painted Signs. Signs or advertising painted on any exterior tenant wall.
4. Signs Extending Above Fascia. Signs that extend past the top edge of tenant's designated fascia area.
5. "Box" signs with the tenants name as the prominent feature.
6. Changeable Letter Boards.
7. Signs displaying LED screens with changeable graphics / copy are not allowed on the tenant frontage or visible through the exterior window glazing.



Face Illuminated Pan Channel Letters / Logo

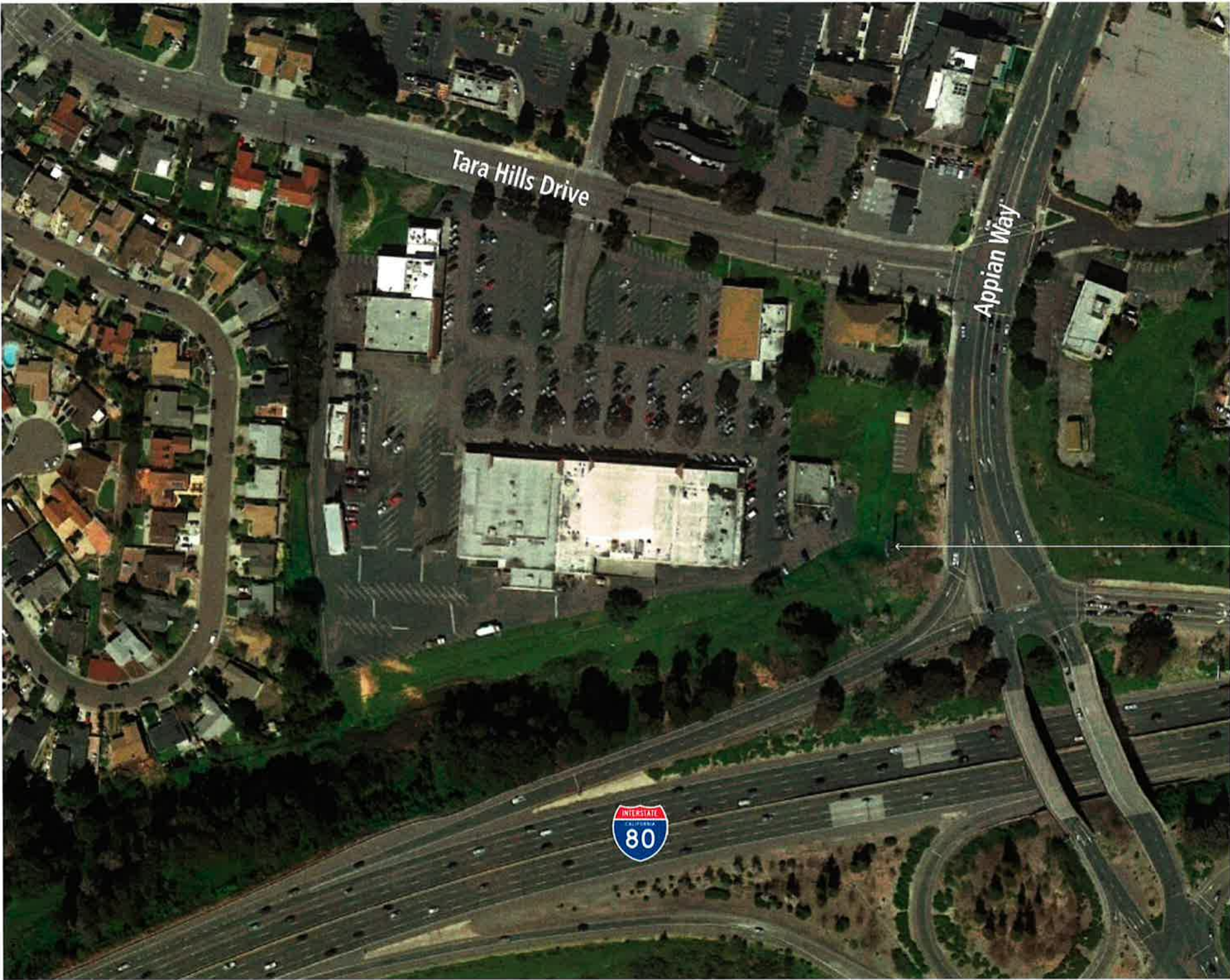


Halo Illuminated Reverse Pan Channel Letters / Logo



Window Signs

Vicinity Map



P
1

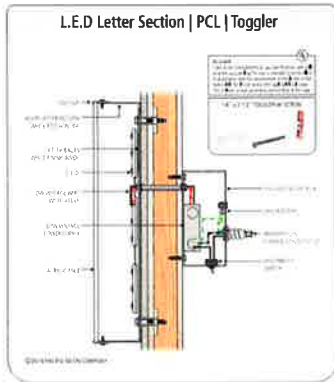
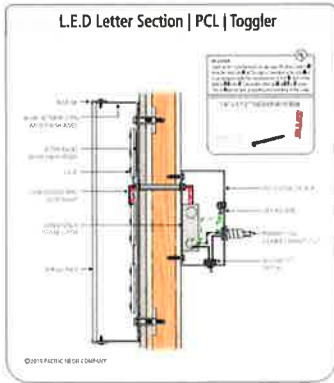
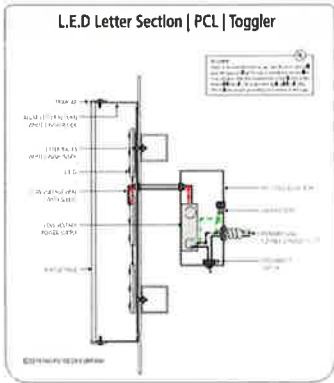
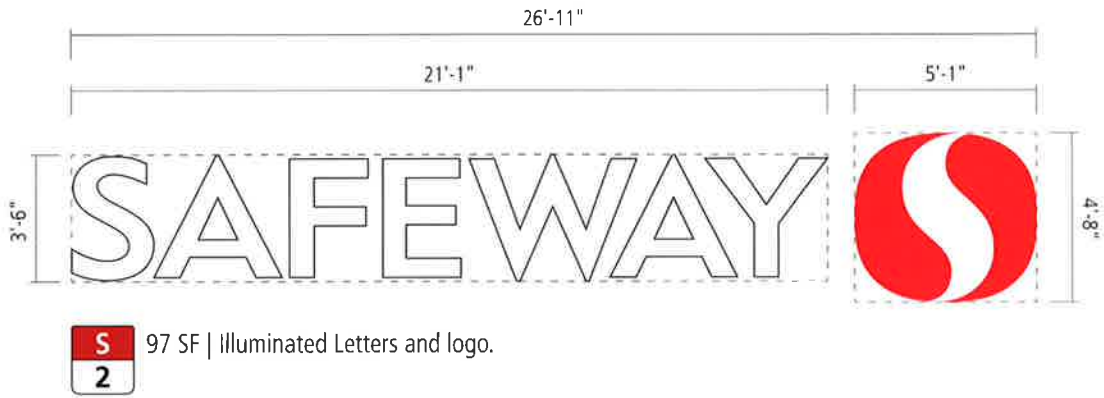
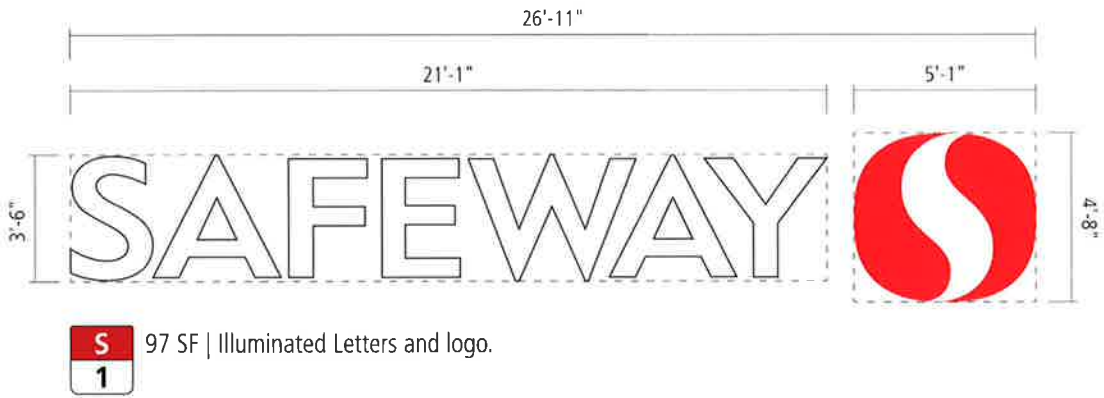
EXISTING PYLON TO BE
REMOVED AND
REPLACED

Site Map



Major 1 Sign Specifications

- 1. Maximum total sign area permitted 500 SF. No individual sign area shall exceed 25% of the building frontage.
- 2. Overall sign length and height not to exceed 85% of the designated sign area. The designated sign area to be determined by key architectural elements.
- 3. The sign area is calculated by measuring the simple-most geometric boxes that can be placed around the sign design.
- 4. Ascenders or descenders not applicable to letter height and area calculations
- 5. Power supplies / transformers to be located inside hidden raceway
- 6. Construction methods to comply with U.L. Electrical and local/state building code standards.
- 7. Safeway (S1, S2)
 - a. Illuminated letters. 5" Deep fabricated aluminum painted Black, satin finish. 1" Black trimcap. 015 White acrylic face. Illuminate with White Sloan Prism LED's.
 - b. Illuminated letters. 5" Deep fabricated aluminum painted Black, satin finish. 1" Black trimcap. 015 White acrylic faces with 3M 3630-53 Cardinal Red vinyl film. White Sloan Prism LED illumination.
- 8. Pharmacy (S4)
 - a. Illuminated letters. 5" Deep fabricated aluminum painted Black, satin finish. 1" Black trimcap. 015 White acrylic faces. White Sloan Prism LED illumination.
- 9. Starbucks (S5)
 - a. Illuminated letters. 5" Deep fabricated aluminum painted Black, satin finish. 1" Black trimcap. 015 White acrylic faces. White LED illumination.

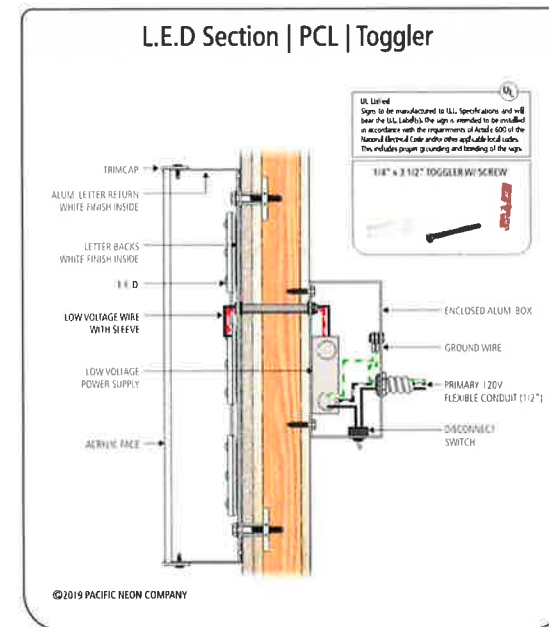
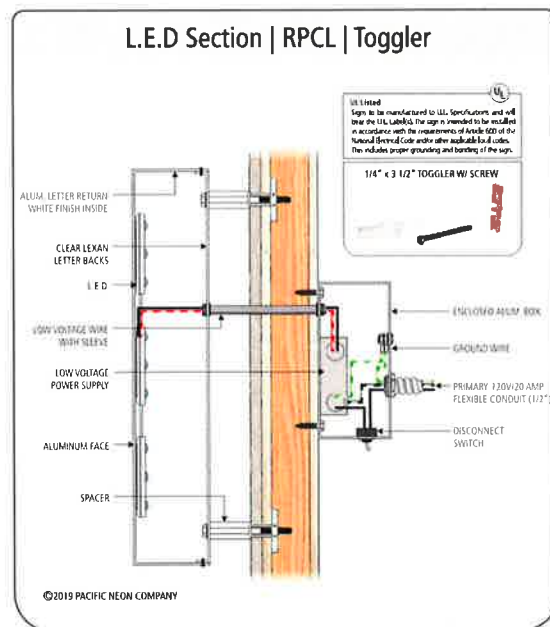
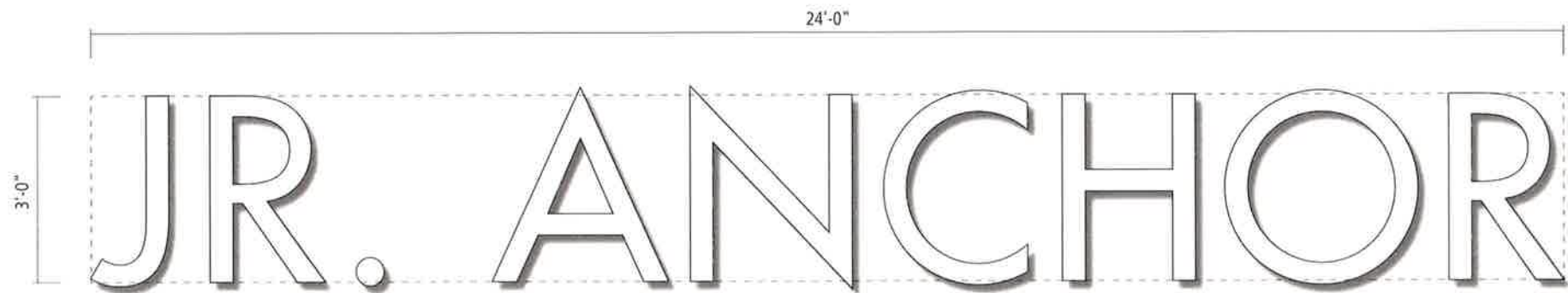


Junior Sign Specifications



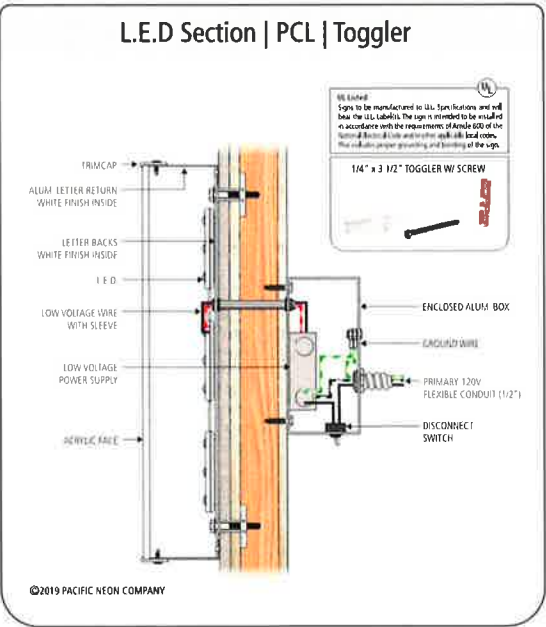
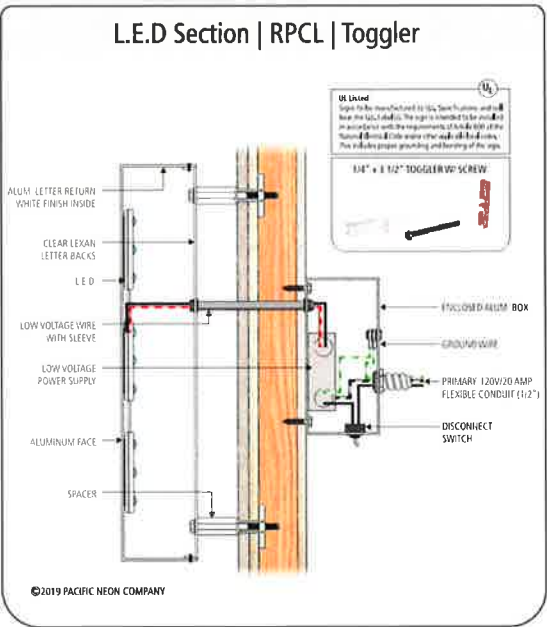
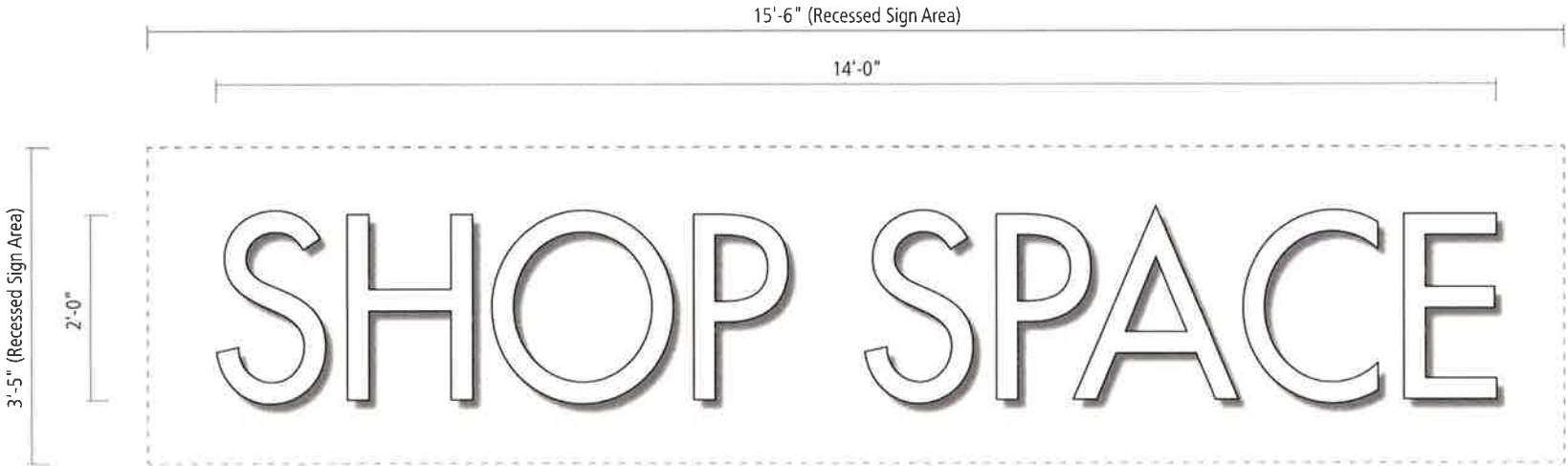
Total Allowable Sign Area 1:1

- 1 SF of sign area per 1 lineal foot of tenant leased width, per elevation.
- Overall sign height not to exceed 36" and length not to exceed 24'-0" of the designated sign area as determined by architectural features.
- The sign area is calculated by measuring the simple-most geometric box that can be placed around the sign design.
- Ascenders or descenders not applicable to letter height and area calculations
- Power supplies / transformers to be located inside hidden raceway
- Construction methods to comply with U.L. Electrical and local/state building code standards.
- Letters & Logo
 - (RPCL) Halo Illuminated letters or logo. 3" Deep fabricated aluminum returns and aluminum faces painted black, satin finish. Clear lexan letters backs. LED illumination.
 - (PCL) Face Illuminated letters or logo. 5" Deep fabricated aluminum returns with trimcap painted blue, satin finish. Acrylic faces with applied vinyl film. LED illumination.



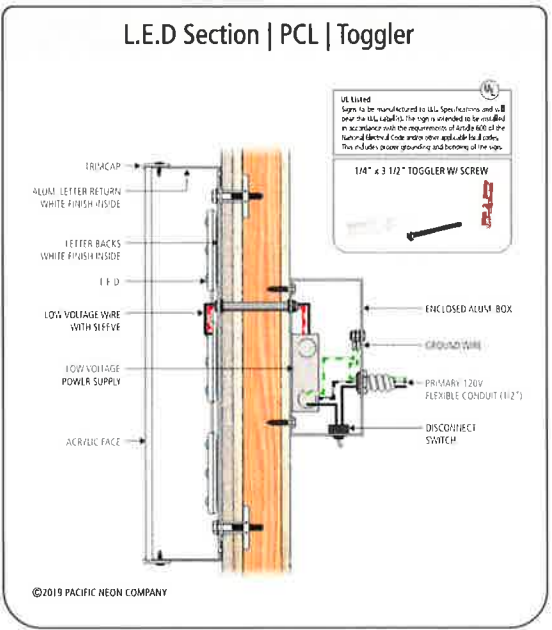
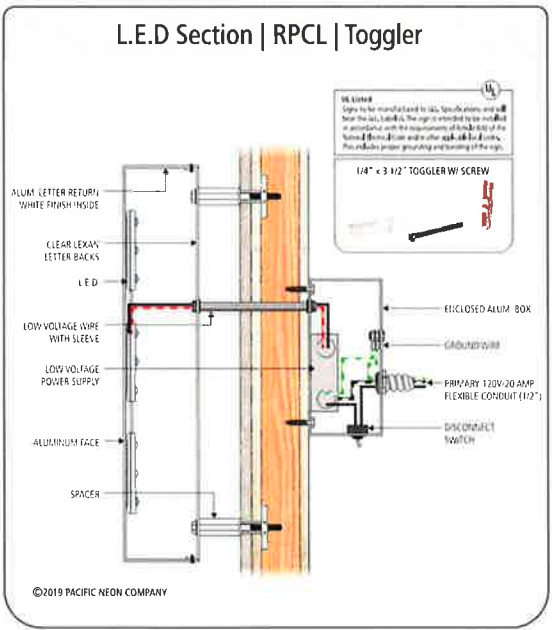
Shop Space

1. 1 SF of sign area per 1 lineal foot of tenant leased width, per elevation.
2. Overall sign height not to exceed 24" and length not to exceed 14'-0".
3. The sign area is calculated by measuring the simple-most geometric box that can be placed around the sign design.
4. Ascenders or descenders not applicable to letter height and area calculations
5. Power supplies / transformers to be located inside hidden raceway
6. Construction methods to comply with U.L. Electrical and local/state building code standards.
7. Letters & Logo
 - a. (RPCL) Halo Illuminated letters or logo. 3" Deep fabricated aluminum returns and aluminum faces painted black, satin finish. Clear lexan letters backs. LED illumination.
 - b. (PCL) Face Illuminated letters or logo. 5" Deep fabricated aluminum returns with trimcap painted blue, satin finish. Acrylic faces with applied vinyl film. LED illumination.



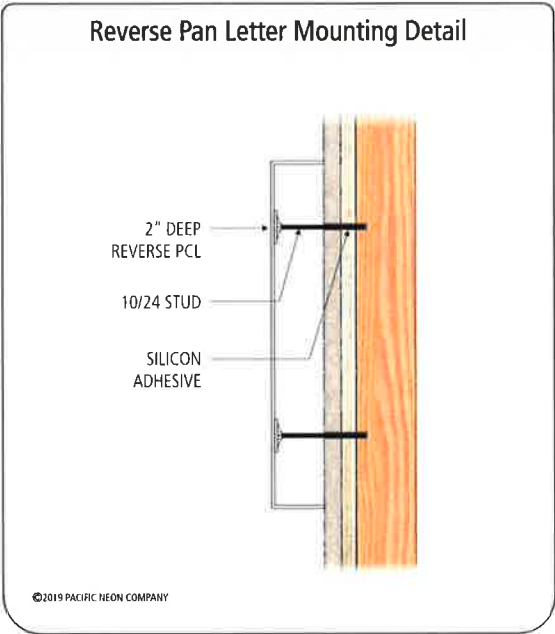
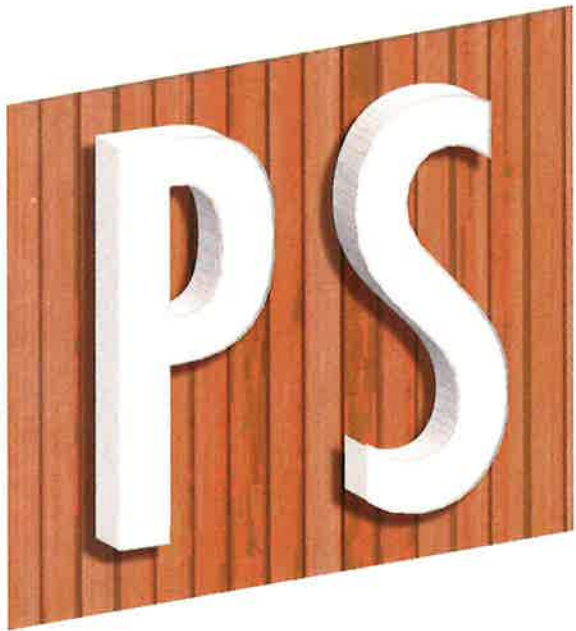
Restaurant / Bank Signs

1. 1 SF of sign area per 1 lineal foot of tenant leased width, per elevation.
2. Overall sign Letter height not to exceed 24" and logo height not to exceed 30".
3. The sign area is calculated by measuring the simple-most geometric box that can be placed around the sign design.
4. Ascenders or descenders not applicable to letter height and area calculations
5. Power supplies / transformers to be located inside hidden raceway
6. Construction methods to comply with U.L. Electrical and local/state building code standards.
7. Letters & Logo
 - a. (RPCL) Halo Illuminated letters or logo. 3" Deep fabricated aluminum returns and aluminum faces painted black, satin finish. Clear lexan letters backs. LED illumination.
 - b. (PCL) Face Illuminated letters or logo. 5" Deep fabricated aluminum returns with trimcap painted blue, satin finish. Acrylic faces with applied vinyl film. LED illumination.



Center Identity Sign Specifications ID
1

- 1. Non-Illuminated Letters
- 2" Deep fabricated aluminum paint White, satin finish.



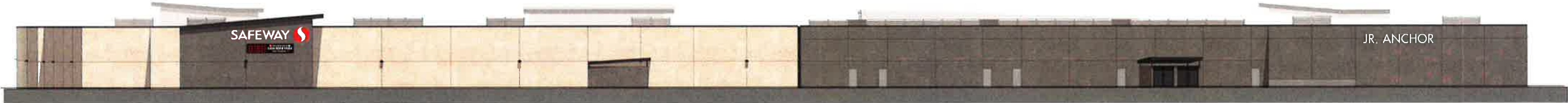
Pinole Square | Safeway Elevations



Partial North Elevation
Scale 1/16"=1'-0"



Partial North Elevation
Scale 1/16"=1'-0"



South Elevation
Scale 1"=40'-0"

Pinole Square | Shop Elevations



Partial North Elevation
Scale 1/16"=1'-0"



Partial North Elevation
Scale 1/16"=1'-0"



North Elevation
Scale 1"=40'-0"

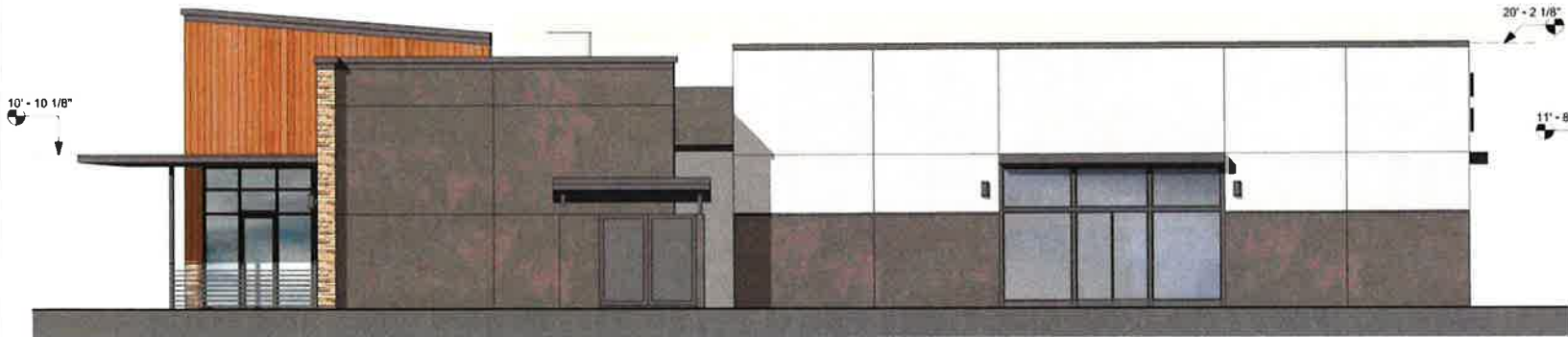
Pinole Square | Bank & Restaurant Elevations



North Elevation
Scale 1/16"=1'-0"



South Elevation
Scale 1/16"=1'-0"



West Elevation
Scale 1/16"=1'-0"



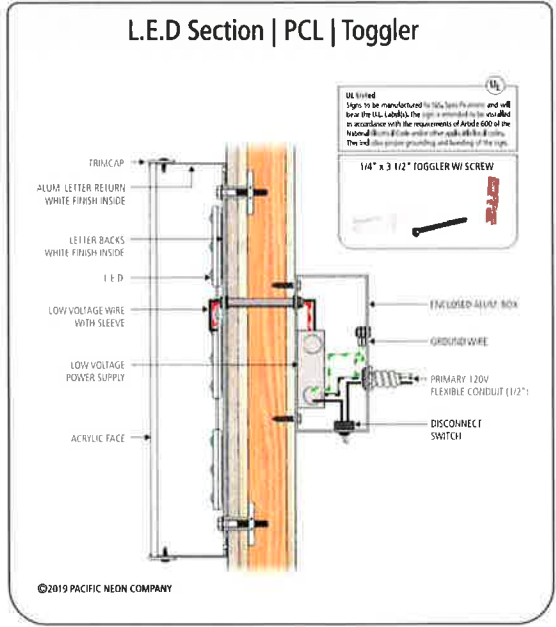
East Elevation
Scale 1/16"=1'-0"

Safeway Fuel Kiosk and Canopy | Sign Specifications



Total Allowable Sign Area 1:1 / Proposed sign area 38 SF

- 1 SF of sign area per 1 lineal foot of tenant leased width, per elevation.
- Overall sign length and height not to exceed 85% of the designated sign area. The designated sign area to be determined by key architectural elements.
- The sign area is calculated by measuring the simple-most geometric box that can be placed around the sign design.
- Ascenders or descenders not applicable to letter height and area calculations
- Power supplies / transformers to be located inside hidden raceway
- Construction methods to comply with U.L. Electrical and local/state building code standards.
- Express
 - a. Face Illuminated letters. 5" Deep fabricated aluminum white returns. #015 White acrylic faces with white trimcap. White Sloan Prism LED illumination.
 - b. Face Illuminated logo. 5" Deep fabricated aluminum returns with aluminum retainers painted red, satin finish. White lexan face with applied 3M 3630-53 Cardinal Red vinyl film. White Sloan Prism LED illumination.



Safeway Fuel LED Price Display | Sign Specifications



Total Allowable Sign Area 1:1 / Proposed sign area 62 SF

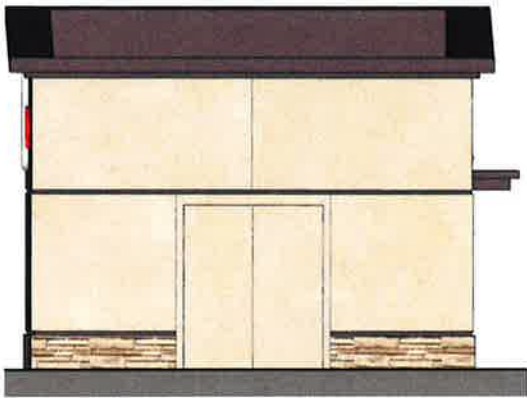
- 1. The sign area is calculated by measuring the simple-most geometric box that can be placed around the sign design.
- 2. Construction methods to comply with U.L. Electrical and local/state building code standards.
- 3. Safeway
 - a. Aluminum cabinet painted black, satin finish.
 - b. Daktronics 30" Red LED fuel numerals.
 - c. Copy to be rout out copy backed with White acrylic and 3M vinyl film overlays.
White Sloan Prism LED illumination.



Safeway Fuel Kiosk | Elevations



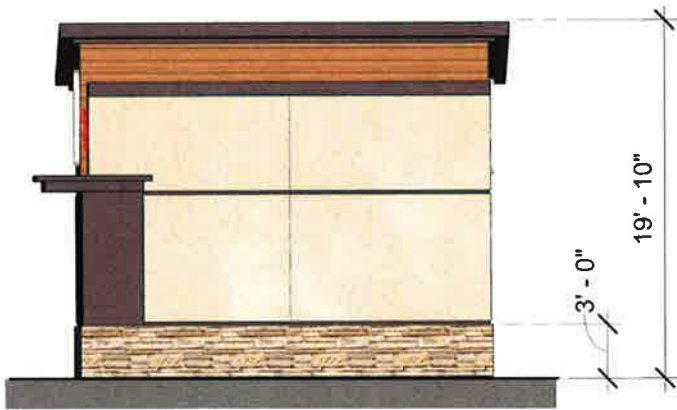
North Elevation
Scale 3/32"=1'-0"



West Elevation
Scale 3/32"=1'-0"

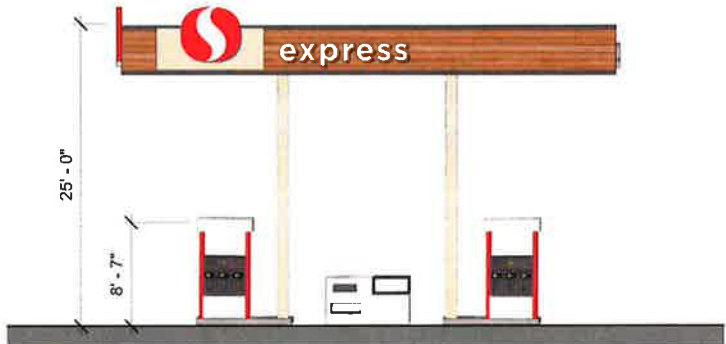


South Elevation
Scale 3/32"=1'-0"



East Elevation
Scale 3/32"=1'-0"

Safeway Fuel Canopy | Elevations



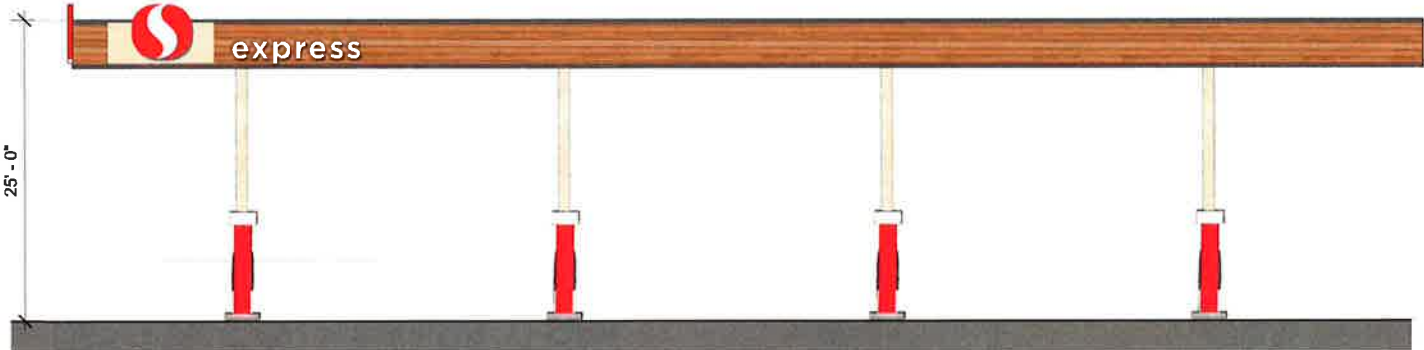
East Elevation
Scale 1/16"=1'-0"



North Elevation
Scale 1/16"=1'-0"



West Elevation
Scale 1/16"=1'-0"



South Elevation
Scale 1/16"=1'-0"

Safeway Fuel and Tenant Monument | Sign Specifications



Total Allowable Sign Area 100 SF / Proposed 95 SF

- 1. Tenant Sign background and base to match project specifications.
- 2. "Pinole Square" to be flat cut out letters with painted finish. Flood illuminate with external fixture to match project specifications.
- 3. Fabricated aluminum backgrounds with painted finish. Tenant names to be 1/2" clear acrylic push thru with applied 3M vinyl film. Led illumination.
- 4. Fuel cabinet to be fabricated aluminum with painted finish.
- 5. All copy to illuminate. White Sloan Prism LED illumination.
- 6. Daktronics 8" Red and Green LED price displays.

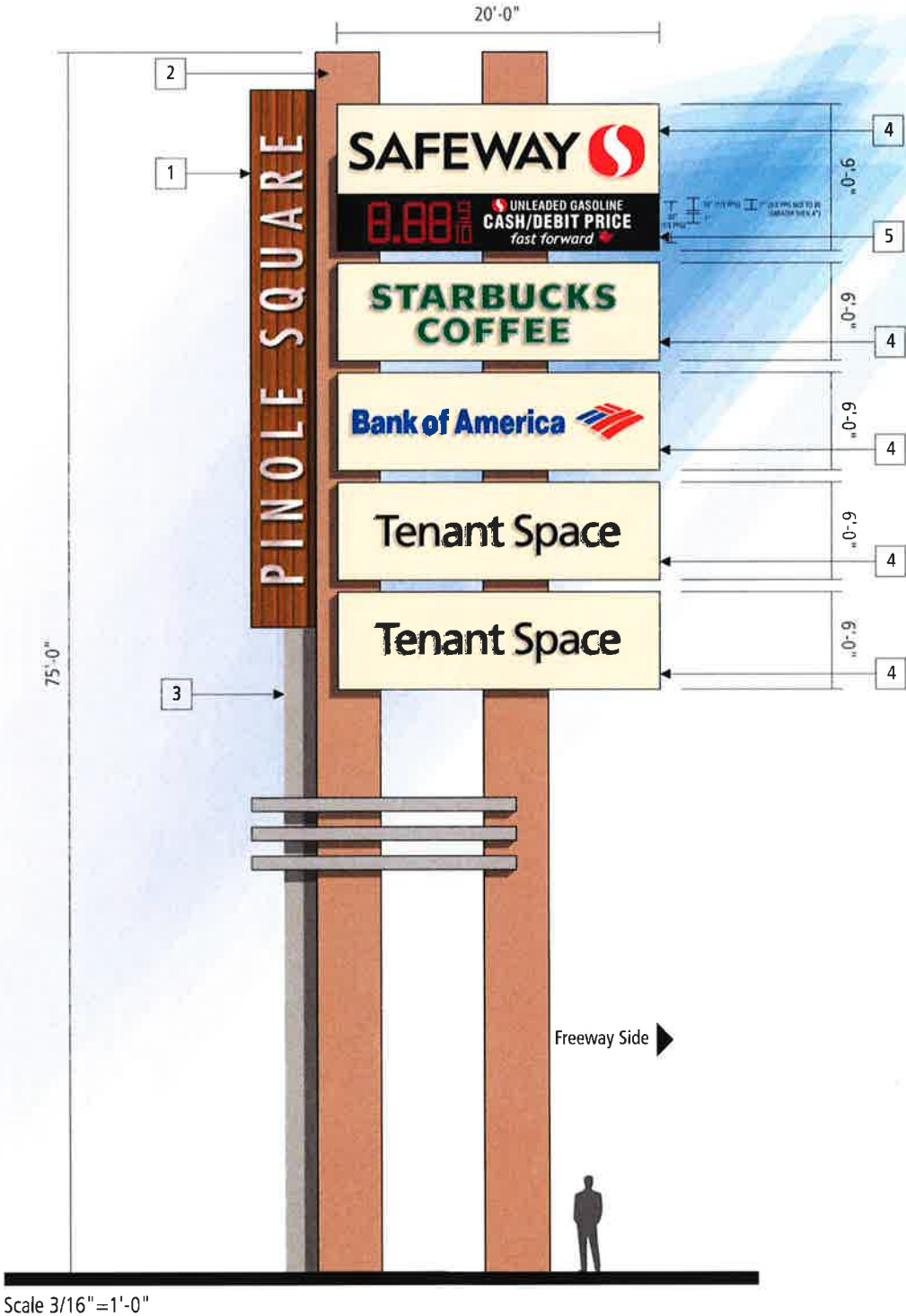


Safeway Pylon | Sign Specifications



Sign Area 660 SF

- 1. Fabricated aluminum cabinet with composite panels to match project specifications. 3" Polished stainless steel reverse pan halo illuminated letters. White LED Illumination.
- 2. Fabricated structure painted to match project specifications
- 3. Fabricated structure painted to match project specifications
- 4. Fabricated aluminum background with Face illuminated logo and halo illuminated letters. White LED Illumination.
- 5. Daktronics 30" Red LED fuel numerals. Unleaded Gasoline to be rout out illuminated letters.



Scale 3/16" = 1'-0"



HILLSBORO PROPERTIES, INC.

1300 South El Camino Real, Suite 525, San Mateo, CA 94402
650.340.1761 • Fax: 650.343.8204

June 1, 2022

Via Electronic Mail

David Hanham, Planning Manager
Community Development Department
City of Pinole
2131 Pear Street
Pinole, CA 94564

RE: Pinole Square—Extension Request for Entitlements

Dear Dave:

We are writing on behalf of Hillsboro Properties, Inc., the long-term owners of the Appian 80 Shopping Center (Site) in Pinole, CA (City). We obtained approvals for the redevelopment of the Site on June 16, 2020 (Project) and now request an extension of these entitlements in order to keep the permits valid and allow for more time to proceed with the Project. On May 31st, we sent our Planning Application to your attention via Federal Express and electronic mail and now supplement that application with the following justifications for this extension request.

As you know, our final hearing was held on Zoom just a couple months after the beginning of the Covid pandemic in March 2020 when our world shut down. We faced uncertainty about the future of the Project for over a year only to then be confronted with extraordinary construction costs, an international supply chain crisis, and a changing retail landscape. For these reasons beyond our control, pursuit of the Project has been very challenging. Therefore, we respectfully request this extension for additional time during this unprecedented moment.

Currently, we are continuing to negotiate with Safeway on the appropriate economics of a deal and we both remain committed to delivering a revitalized shopping center to the City. Unfortunately, we do not have a set timeline for the future progress on the Project's entitlements, but we can assure the City that this additional year of breathing room will give us the time necessary to finalize a deal and move forward.

Based on the foregoing, we believe that the granting of our extension request is warranted given these unprecedented times. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Todd Green', with a stylized, cursive script.

Todd Green



CITY COUNCIL REPORT

12A

DATE: JULY 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: UPDATE ON THE CITY'S USE OF FUNDS IN THE SECTION 115 TRUST FUND

RECOMMENDATION

City staff recommends that the City Council receive a report from staff on the City's use of funds in the Section 115 Trust Fund, including the formula that the City uses to determine the amount of funds to be withdrawn from the fund each year.

BACKGROUND

At its meeting on July 5, 2022, the City Council directed staff to place an item on the agenda of the July 19, 2022 Council meeting to provide an update on the formula that the City uses to determine the amount of funds to be withdrawn from the Trust, to ensure that the funds are being used consistent with the intended purpose.

On June 19, 2018, the City Council adopted Resolution No. 2018-52 (attachment A) approving the Public Agencies Post-Employment Benefits Trust Agreement, thereby establishing the City's Section 115 Trust Fund. The City has deposited \$16,287,510 into the fund, using proceeds that the City received from the sale of a City-owned property – Pinole Assisted Living Community (PALC). In addition, the fund balance has grown due to interest earnings from investing the funds. The audited fund balance as of June 30, 2021 was \$19,442,496.

The City, like many other municipal agencies, established the Section 115 Trust Fund to set aside funds to offset anticipated significant increases in future City pension costs. Specifically, the Council intended to withdraw funds from the Section 115 Trust Fund each fiscal year to cover the increase between the City's contribution toward employee pensions in Fiscal Year (FY) 2018/19, the baseline year, and the City's required contribution in future years.

REVIEW AND ANALYSIS

Transfers (Withdrawals) from the Section 115 Trust Fund

The City did not create a written policy or procedure specifying how to compute the amount that the City should withdraw from the fund each year when it established the Section 115 Trust Fund. It is current City staff's understanding, based on discussion with former City staff, that the intended and consistent historical practice was to withdraw funds from the Section 115 Trust Fund in an amount equal to the difference between the City's net required annual contribution for a given year and that from FY 2018/19, the baseline year. The City has consistently used the same methodology to determine the amount to withdraw.

Table 1 below illustrates the formula the City has used to determine amount of the transfer (withdrawal) from the Section 115 Trust Fund to the General Fund (including the Measure S Funds).

Table 1 – Annual Transfer from the Pension Section 115 Trust Fund to the General Fund

	Base Year				
	FY 2018/19 Actual Cost*	FY 2019/20 Actual Cost	FY 2020/21 Actual Cost	FY 2021/22 Estimated Cost	FY 2022/23 Budgeted
(A) Cost	\$1,792,259	\$2,454,411	\$2,460,118	\$2,891,475	\$3,808,871
(B) Base Year Cost		1,792,259	1,792,259	1,792,259	1,792,259
Amount of Withdrawal (A minus B)		\$659,152	\$667,859	\$1,099,216	\$2,016,612

* The actual cost is the total amount that the City is required to pay to CalPERS for a given fiscal year for the normal cost and unfunded actuarial liability (UAL) cost for the pension benefit that the City provides to employees funded by the General Fund, which is the standard employer contribution less the employee-paid employer contribution.

Required Employer and Employee Contributions to Pension

Over the past decade, the California Public Employees Retirement System (CalPERS), through which the City provides employees with a pension, has instituted a number of changes to strengthen the system's financial strength. This has resulted in significant increases in the contributions that public agencies that participate in CalPERS must make to CalPERS.

Tables 2 through 6 below illustrate the City's total contribution, including the normal cost and unfunded actuarial liability (UAL), for FY 2018/19 through FY 2022/23. The normal cost is defined as the annual cost of service accumulated for the upcoming

fiscal year for active employees. The UAL is defined as the difference between future benefits the pension fund is expected to pay out and the assets presently in the pension fund.

As shown in tables 2 through 6, the growth in the UAL accounts for most of the growth in the City's required contributions, which has grown from \$1.8 million in FY 2018/19 to \$3.2 million in FY 2022/23.

Employees are required to make standard contributions to pension. In addition to the standard contributions required by CalPERS, Pinole employees, through cost-sharing agreements in labor memorandums of understanding (MOUs) between the City and its employee unions, also contribute an additional percentage to the City (employer) contribution.

Table 7 below illustrates the standard employee contribution and employee paid City contribution. It is important to note that as the amount that employees contribute to the City's portion decreases, the City contribution increases. This, in turn, increases the amount of the withdrawal from the Section 115 Trust Fund.

Table 2 – Minimum Required Employer Contribution for FY 2018/19

	Normal Cost	UAL	Estimated Total Contribution
Classic - Miscellaneous	\$344,614	\$893,081	\$1,237,695
Classic - Safety	593,419	910,016	1,503,435
PEPRA - Miscellaneous	37,427	1,737	39,164
PEPRA - Fire	-	1,684	1,684
PEPRA - Police	73,647	2,236	75,883
Total	\$1,049,107	\$1,808,754	\$2,857,861

Table 3 – Minimum Required Employer Contribution for FY 2019/20

	Normal Cost	UAL	Estimated Total Contribution
Classic - Miscellaneous	\$376,254	\$1,042,581	\$1,418,835
Classic - Safety	528,774	1,130,805	1,659,579
PEPRA - Miscellaneous	80,498	2,337	82,835
PEPRA - Fire	-	1,838	1,838
PEPRA - Police	92,999	3,211	96,210
Total	\$1,078,525	\$2,180,772	\$3,259,297

Table 4 – Minimum Required Employer Contribution for FY 2020/21

	Normal Cost	UAL	Estimated Total Contribution
Classic - Miscellaneous	\$401,526	\$1,153,967	\$1,555,493
Classic - Safety	563,753	1,299,445	1,863,198
PEPRA - Miscellaneous	90,513	3,530	94,043
PEPRA - Fire	40,737	2,214	42,951
PEPRA - Police	161,653	5,352	167,005
Total	\$1,258,182	\$2,464,508	\$3,722,690

Table 5 – Minimum Required Employer Contribution for FY 2021/22

	Normal Cost	UAL	Estimated Total Contribution
Classic - Miscellaneous	\$343,145	\$1,311,835	\$1,654,980
Classic - Safety	604,417	1,537,025	2,141,442
PEPRA - Miscellaneous	132,064	5,154	137,218
PEPRA - Fire	47,863	2,808	50,671
PEPRA - Police	181,498	8,296	189,794
Total	\$1,308,987	\$2,865,118	\$4,174,105

Table 6 – Minimum Required Employer Contribution for FY 2022/23

	Normal Cost	UAL	Estimated Total Contribution
Classic - Miscellaneous	\$373,457	\$1,467,043	\$1,840,500
Classic - Safety	589,562	1,762,095	2,351,657
PEPRA - Miscellaneous	166,953	5,835	172,788
PEPRA - Fire	37,435	1,645	39,080
PEPRA - Police	176,485	10,309	186,794
Total	\$1,343,892	\$3,246,927	\$4,590,819

Table 7 – Employer and Employee Contributions

	City Required Contribution (A)	Employee Standard Contribution (B)	Employee Paid City Contribution (C)	Net City Contribution (A minus C)
FY 2018/19	\$2,857,861	\$652,800	\$771,966	\$2,085,895
FY 2019/20	3,259,297	663,793	553,067	2,706,230
FY 2020/21	3,722,690	773,911	607,803	3,114,887
FY 2021/22	4,174,105	819,197	642,253	3,531,852
FY 2022/23	\$4,590,819	\$856,104	\$ 416,563	\$4,174,256

Next Steps

Note that the City intends to engage an actuarial firm to estimate the remaining lifespan of the trust, and also propose a written financial policy on the use of the Section 115 Trust Fund as part of the next round of revisions to the City's financial policies.

FISCAL IMPACT

There is no fiscal impact as a result of the City Council receiving this report.

ATTACHMENTS

A – Staff Report and Resolution establishing the Pension Section 115 Trust Fund

B - Staff Report and Resolution approving the transfer from the Pension Section 115 Trust Fund for FY 2019/20 – October 6, 2020

**CITY COUNCIL
REPORT****7F**

DATE: JUNE 19, 2018

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST AGREEMENT, TO BE ADMINISTERED BY PHASE II SYSTEMS, DOING BUSINESS AS PUBLIC AGENCY RETIREMENT SERVICES

RECOMMENDATION

It is recommended that the City Council of the City of Pinole adopt Resolution No., Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Agreement, to be Administered by Phase II Systems, doing business as Public Agency Retirement Services.

BACKGROUND

In 2012, the Government Accounting Standards Board (GASB) issued Statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires that governmental employers that sponsor Defined Benefit plans (i.e., California Public Employees Retirement System (PERS)) must recognize a net pension liability, also known as an unfunded actuarial accrued liability (UAAL) on their balance sheet. This is the difference between the City's total pension liability (actuarial accrued liability) and actual plan assets. GASB 68 became effective in 2015.

As of June 30, 2016, the City's CalPERS unfunded liability for "classic" employees is approximately \$30.2 million. Based on CalPERS Board recent policy decisions, the City's unfunded pension liability and annual pension contributions are expected to grow through FY 2031/32 and then begin to slowly decline through FY 2047/48 when the City's unfunded pension liability is expected to be fully funded. The City's current pension contribution as a percentage of total payroll for Sworn and Miscellaneous employees is 47.318% (or \$910,016) and 38.102% (or \$863,081), respectively. These contribution percentages are expected to be at their highest in 2031/32 at 74.26% for sworn (or \$2.48 Million) and 53.89% for miscellaneous (or \$1.87 million).

In 2003 and 2007, the Employees' Union's requested and the City agreed to provide an enhanced retirement plan for the employees. Public Safety employees went from a 2% @55 retirement plan to a 3% @55 retirement plan and Miscellaneous went from a 2% @55 to a 2.5% @55 plan. As part of the enhanced benefit, the City and the Unions

agreed to enter into a cost sharing agreement to equally share the cost of any increases in the CalPERS contributions above a negotiated percentage. Any increases in the City's unfunded liability will result in the employees paying a greater share of the City's retirement cost.

Over the years, the employees have seen an increase in their contribution towards their retirement. In FY 2018-19, "classic" sworn and miscellaneous employees will be contributing 22.58% and 18.58% of their pay towards their retirement. By 2031/32, sworn will be contributing 38.13% and miscellaneous will be contributing 28.455% of their pay towards retirement.

While the enhanced retirement plans cannot be modified, the increase in employees' contribution towards their retirement has resulted in difficulties in recruitment and retention issues as well as a reduction in employees take home pay. We are currently experiencing an exodus of long term employees seeking other employment opportunities.

REVIEW AND ANALYSIS

On December 2017, the City engaged the services of John Bartel, President of the actuarial consulting firm, Bartel and Associates, LLC to evaluate the PERS actuarial issues facing the City. Mr. Bartel presented his firm's findings and recommendations to City staff on May 7th. The presentation outlined the City's pension Unfunded Actuarial Liability (UAL) as of June 30, 2016, that totaled \$30.2 million. This figure is expected to grow over the next several years impacting the City's and employees annual sharing contribution into the system. The City's CalPERS contributions are projected to grow annually from \$1.8 million in FY 2018/19 to \$4.3 million in 2031/32.

Mr. Bartel presented a variety of options to address the City's growing pension expenses, including issuing Pension Obligation Funds, borrowing from existing reserves/funds, and participating in a Section 115 Trust Program, to help mitigate the City's pension cost increases over time. All of the suggested options include investing a large sum of money to pay off the UAL over the next 30 years.

- **Borrowing from Existing Reserves/Funds**

The City's current practice is to have a six month reserve in the General Fund in case of an emergency. As previously mentioned, it is projected that there may be a downturn in the economy, to what degree is unknown, in mid to late 2019 or 2020. As such, staff is not recommending utilizing any of the City's reserves to pay off the UAL.

- **Section 115 Trust**

At the conclusion of Mr. Bartel's presentation, staff worked on a strategy to address the City's short- and long-term pension obligations with an emphasis on focusing on a Section 115 Pension Trust Fund.

Below is a summary of the benefits of a Section 115 Trust Program:

- Local Control Over Assets
- Pension Rate Stabilization
- Investment Flexibility
- Addresses Unfunded Pension Liabilities
- Improved Credit Rating

Staff met with two independent retirement plan administrators: Public Agency Retirement Services (PARS) and Keenan. Staff reviewed each company's proposals and is recommending PARS based on years of experience administering Section 115 trusts, the number of similar trusts under their management, overall better investment returns, and fees. See Exhibit A for comparison of the three Section 115 Trust proposals.

To date, PARS is the most widely adopted Section 115 trust program to prefund pension and OPEB for government agencies. PARS partners with US Bank to provide trustee services which is to be the custodian of the City's Section 115 Trust assets. In addition, PARS partners with Highmark Capital Management (Highmark) to provide investment advisory and management services.

PARS Section 115 Trust program has five investment portfolios: Capital Appreciation, Balanced, Moderate, Moderately Conservative, and Conservative. Each portfolio has different risk profiles and different amounts invested in equities and other instruments. The Capital Appreciation portfolio has 75 percent invested in equities while the Conservative portfolio has 25 percent invested in equities. The amount of equities in an investment portfolio increases risk and volatility increases. Conversely, as the amount of equities in an investment portfolio decreases, risk and volatility decreases. Exhibit B provides a summary of one, three and five years of investment returns from the two firms for similar categories of portfolio investment risk.

Based on Staff evaluation of the two firms, Staff is recommending approval of a Section 115 Public Agencies Post-Employment Benefits Trust through PARS to help fund the City's pension benefits. Adoption of the Resolution with authorize the following: 1) adopting the PARS Public Agencies Post-Employment Benefits Trust to help fund the City's pension benefits, 2) appoints the City Manager and Assistant City Manager as the City's PARS Plan Administrator(s) that are authorized to execute the PARS legal and administrative documents on behalf of the City, and 3) authorizes the City Manager to deposit up to \$13 million in the Program through the end of fiscal year 2018-2019.

Once the Trust is in place, staff will work with PARS and Highmark to develop investment guidelines for the City's Section 115 Trust. It is possible that staff will recommend more than one investment portfolio to match the City's liquidity requirements.

FISCAL IMPACT

PARS Section 115 Trust investment strategies in 2017 yielded between 6.73% and 16.72% gross of fees. The City's investment rate of return for FY 2016-17 was 1.559%. Thus, the City should, on average, exceed its rate of return by depositing funds into the PARS Section 115 Trust. The City will use those investment earnings to help pay its increased annual pension contributions.

Total combined administrative, trustee and investment management fees for PARS, US Bank and High Mark Capital Management start at 0.60% of assets, are tiered and will become lower as assets in the program increase. For example, with currently available funding of \$77.5 million, the annual fee would be 0.3% of assets.

The City's current unfunded pension liability per the CalPERS actuarial report as of June 30, 2016 is \$13.7 million for miscellaneous plan and \$16.5 million for public safety plan, totaling \$30.2 million.

Staff is recommending an initial deposit of \$13 million from the remaining PALC settlement funds and also from a loan from PALC. PALC recently sold its facility and has funds available which the City can borrow.

ATTACHMENTS:

Attachment A:	Resolution approving the Section 115 Trust
Attachment B:	Program Documents
Exhibit A:	Comparison of Section 115 Trust Management Firms
Exhibit B:	Summary of investment returns from the two firms

RESOLUTION 2018-52

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST AGREEMENT, TO BE ADMINISTERED BY PHASE II SYSTEMS, DOING BUSINESS AS PUBLIC AGENCY RETIREMENT SERVICES

WHEREAS, the City of Pinole (the “City”) currently has an unfunded pension liability (the “Unfunded Liability”) of approximately \$30.2 million on its balance sheet; and

WHEREAS, the Unfunded Liability is expected to increase through fiscal year 31/32; and

WHEREAS, the City desires fund a portion of the Unfunded Liability in order to reduce the cost burden to the City in future years; and

WHEREAS, Phase II Systems, doing business as Public Agency Retirement Services (“PARS”) has made available the PARS Public Agencies Post-Employment Benefits Trust (the “Program”) for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City is eligible to participate in the Program; and

WHEREAS, the Program consists of a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, PARS has provided the Trust Agreement, the Master Plan, the Adoption Agreement and the Agreement for Administrative Services (collectively the “Program Documents”) to the City for review; and

WHEREAS the City’s adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the City’s funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the City reserves the right to make contributions, if any, to the Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Section 1. The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective June 20, 2018.

Section 2. The City Council hereby appoints City Manager, and or the Assistant City Manager as the City's Plan Administrator for the Program.

Section 3. The City Manager is hereby authorized to execute the Program Documents on behalf of the City and to execute such other documents take all other actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued and to carry out the intent of this Resolution.

Section 4. The City Manager is hereby authorized to deposit up to \$13 million in the Program through the end of fiscal year 2018-2019.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th day of June 2018 by the following vote:

AYES:	COUNCILMEMBERS: Banuelos, Long, Murray, Swearingen, Toms
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 19 day of June, 2018.

Hector De La Rosa
Deputy City Clerk

**CITY COUNCIL
REPORT****7E**

DATE: OCTOBER 6, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

**SUBJECT: APPROVING THE TRANSFER OF \$684,252 FROM THE PENSION
SECTION 115 TRUST FUND FOR FISCAL YEAR (FY) 2019/20**

RECOMMENDATION

City staff recommends that the City Council adopt a resolution approving the transfer of \$684,253 from the City's Pension Section 115 Trust Fund to the General Fund and other funds to make up for a transfer that was budgeted for fiscal year (FY) 2019/20 but not executed.

BACKGROUND

On June 19, 2018, the City Council adopted Resolution No. 2018-52 approving the Public Agencies Post-Employment Benefits Trust Agreement, thereby establishing the City's Pension Section 115 Trust Fund. Since the establishment of this Trust Fund, the City has deposited funds in the amount of \$16,287,510. In addition, interest earnings, net of costs, have totaled \$1,801,302, resulting in a fund balance of \$18,088,812 as of June 30, 2020.

The City established the Trust Fund to set aside resources to offset anticipated significant increases in future City pension costs. Specifically, Council intended to withdraw resources from the Trust Fund each year to cover the increase between the City's contribution toward employee pensions in FY 2018/19, the baseline year, and the City's required contribution in future years. The FY 2019/20 Operating Budget included a transfer of \$1,060,369 from the Trust Fund to the General Fund and other funds to cover increased pension costs.

REVIEW AND ANALYSIS

As part of the year-end financial reporting process for FY 2019/20, staff calculated the amounts required to be transferred from the Trust Fund to cover increased pension costs based on the actual pension expenditures for FY 2019/20. The actual amount is \$684,252, \$376,117 lower than the amount budgeted. The table below illustrates the amount by fund.

	FY 18/19	FY 19/20	FY 19/20				FY 19/20
	Original	Original	Transfer	FY 18/19	FY 19/20		Recommended
Fund	Budget	Budget	Budget	Actuals	Actuals	Difference	Transfer
100 - General Fund	\$ 1,517,704	\$ 2,226,319	\$ 708,615	1,557,840	\$2,034,206	\$ 476,366	\$ 476,366
105 - Measure S 2006	253,939	438,056	184,117	215,317	397,987	182,670	182,670
106 - Measure S 2014	22,800	31,006	8,206	18,894	19,426	532	532
204 - Police Grants	23,661	68,383	44,722	18,057	20,678	2,621	2,621
209 - Recreation Fund	25,653	32,605	6,952	27,719	35,053	7,334	7,334
212 - Building & Planning	43,541	102,478	58,937	32,205	25,871	(6,334)	
500 - Sewer Enterprise Fund	254,566	285,211	30,645	290,384	275,176	(15,208)	
505 - Cable Access TV	41,238	59,440	18,202	45,988	60,717	14,729	14,729
	\$ 2,183,102	\$ 3,243,498	\$1,060,396	\$ 2,206,403	\$2,869,114	\$ 662,711	\$ 684,252

The transfer from the Trust Fund to the General Fund and other funds that was budgeted for FY 2019/20 was not executed as planned as part of the year-end process. Staff is therefore recommending that the City Council approve a transfer now from the Pension Section 115 Trust Fund to the General Fund and other funds in the amount of \$684,252.

FISCAL IMPACT

The Pension Section 115 Trust Fund balance at June 30, 202 was \$18,088,812. This transfer will result in a decrease to the pension trust fund balance in the amount of \$684,252, and an increase to the unassigned fund balances of the various funds receiving the transfers.

ATTACHMENTS:

- A. Resolution Approving the Transfer of Funds from the Pension the Section 115 Trust to the General Fund and other Funds

RESOLUTION 2020-87

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE TRANSFER OF \$684,252 FROM THE PENSION SECTION 115 TRUST FUND TO THE GENERAL FUND AND OTHER FUNDS FOR FISCAL YEAR 2019/20

WHEREAS, the City of Pinole (the "City") currently has an unfunded pension liability (the "Unfunded Liability") of approximately \$31.4 million on its balance sheet at June 30, 2019; and

WHEREAS, the Unfunded Liability is expected to increase through fiscal year 31/32; and

WHEREAS, the City desired to fund a portion of the Unfunded Liability in order to reduce the cost burden to the City in future years; and

WHEREAS, the City adopted Resolution 2018-52 approving the adoption of the Public Agencies Post-Employment Benefits Trust Agreement (the "Program"); and

WHEREAS, the Program consists of a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City appointed the City Manager, and or the Assistant City Manager as the Plan Administrator; and

WHEREAS, the Program funds were intended to cover the increase between the City's contribution toward employee pensions in FY2018/19, the baseline year, and the City's required contributions in the future years; and

WHEREAS, the City has made contributions to the Program in the amount of \$16,287,510 and with additional interest earnings, net of costs, totaling \$1,801,302, the Program fund balance as of June 30, 2020 is \$18,088,812; and

WHEREAS, the City budgeted the use of Program funds in FY 2019/20 in the amount of \$1,060,369; and

WHEREAS, the City did not transfer funds from the Program for the FY 2019/20 allocation as of June 30, 2020; and

WHEREAS, the actual amount necessary from the Trust Fund to cover increased pension costs for FY 2019/20 is \$684,252; and

WHEREAS, the City has calculated the amounts required to be transferred from the Program based on the actual pension expenditures for FY2019/20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Section 1. The City Manager is hereby authorized to transfer \$684,252 from the Program for FY 2019-2020 allocation to the General Fund and other funds as detailed below:

General Fund	\$ 476,366
Measure S 2006 Fund	\$ 182,670
Measure S 2014 Fund	\$ 532
Police Grants Fund	\$ 2,621
Recreation Fund	\$ 7,334
Cable Access Fund	\$ 14,729

Section 2. This Resolution shall take effect immediately.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of October 2020 by the following vote:

AYES:	COUNCILMEMBERS: Martinez-Rubin, Murray, Salimi, Swearingen, Tave
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 6th day of October 2020.



Heather Iopu, GMC
City Clerk

