CORONAVIRUS ADVISORY INFORMATION:

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CITY COUNCIL

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

PINOLE CITY COUNCIL MEETING AGENDA

TUESDAY
July 6, 2021
VIA ZOOM TELECONFERENCE

5:00 P.M.
Please note the early start time

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

How to Submit Public Comments:

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

Email comments to comment@ci.pinole.ca.us
Please indicate which item on the agenda you are commenting on in the subject line of your email.

To Participate in Public Comment During the Meeting:

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

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

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

Webinar ID: 893 3500 0272

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

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

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

WAYS TO WATCH THE MEETING

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

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

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

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

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

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

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

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

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

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6
Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Assistant City Attorney Alex Mog
Employee organizations: AFSCME, LOCAL 1, IAFF

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

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. 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

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations
1. Recognizing Community Development Director/City Engineer Tamara Miller in the Event of Her Retirement

B. Presentations / Recognitions
1. CalPERS Update by David Teykaerts, CalPERS Stakeholder Strategy Manager
2. Presentation on East Bay Wildfire Protection Vegetation Management Joint Powers Agency by Jon Kaufman, JPA Co-Chair

7. CONSENT CALENDAR

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

A. Approve the Minutes of the Meeting of May 4, 2021

B. Receive the June 12, 2021- June 25, 2021 List of Warrants in the Amount of $2,038,908.22 and the June 25, 2021 Payroll in the Amount of $439,845.64

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

D. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between January 2021 & April 2021 Considered At An Administrative Hearing On June 3, 2021 **[Action: Adopt Resolution per Staff Recommendation (Iopu)]**

E. Council Letter Of Support For Measure X Funding For Fire And Emergency Services **[Action: Authorize Mayor to Sign Letter per Staff Recommendation (Wynkoop)]**

F. Approve An Amendment To The Consulting Services Agreement With Quincy Engineering, Inc. For Preliminary Engineering Services To Advance The Replacement Of The San Pablo Avenue Bridge Over Burlington Northern Santa Fe Railroad (CIP Project # RO1710) In An Amount Not Exceed $49,800 **[Action: Adopt Resolution per Staff Recommendation (Miller)]**

G. Approve An Amendment To The Contract And Issue A Task Order For CSG For Staff Augmentation For An Amount Not To Exceed $100,000 **[Action: Adopt Resolution per Staff Recommendation (Murray)]**

H. Approve An Amendment Of The Consulting Services Agreement With Gray-Bowen-Scott For Project Management Services Through The End Of FY 2022/23 For The Replacement Of The San Pablo Avenue Bridge Over Burlington Northern Santa Fe Railroad (CIP Project # Ro1710) In An Amount Not Exceed $164,500 **[Action: Adopt Resolution per Staff Recommendation (Miller)]**

8. PUBLIC HEARINGS

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

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

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

9. OLD BUSINESS

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

10. NEW BUSINESS

None

11. REPORTS & COMMUNICATIONS

A. Mayor Report
   1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

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

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

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

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Heather Iopu, CMC
City Clerk

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7B
WARRANT LISTING
By Vendor Name

City of Pinole, CA

Payment Dates 6/12/2021 - 6/25/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: AAA03 - AAA FIRE PROTECTION SERVICES					
9638498	96563	06/18/2021	209-552-43804	SENIOR CENTER STEAM GREASE EXHAUST CLEANING	1,345.00
				Vendor AAA03 - AAA FIRE PROTECTION SERVICES Total:	**1,345.00**
Vendor: 2187 - ACTION GLASS, INC.					
I103121	96603	06/25/2021	209-552-42108	SENIOR CENTER WINDOW	3,674.55
				Vendor 2187 - ACTION GLASS, INC. Total:	**3,674.55**
Vendor: AIR10 - AIRGAS USA, LLC					
9980360743	96604	06/25/2021	100-231-42107	RENT CYL MED LARGE AIR	83.35
				Vendor AIR10 - AIRGAS USA, LLC Total:	**83.35**
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 060121	96564	06/18/2021	100-222-42201	PD DRINKING WATER SERVICE 5/18-6/1/21	192.18
5025519 060621	96605	06/25/2021	500-641-42201	WWTP DRINKING WATER SERVICE 5/18-6/1/21	130.80
5025531 060621	96605	06/25/2021	100-343-42108	CORP YARD DRINKING WATER 5/6-6/1/21	89.35
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	**412.33**
Vendor: MOR17 - ANA AVILA					
6/14 REIMBURSEMENT	96565	06/18/2021	100-117-42201	REIMBURSE FOR RECORDING FEES FOR DR. LEE	20.00
				Vendor MOR17 - ANA AVILA Total:	**20.00**
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
4221C	96566	06/18/2021	100-345-42108	FERNANDEZ/PV PARK BIMONTHLY PEST CONTROL	250.00
				Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:	**250.00**
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
053121 860022857	96606	06/25/2021	100-222-44410	PD UNIFORM SERVICE MAY 2021	30.58
053121 860105970	96567	06/18/2021	100-343-44410	CORP YARD UNIFORM SERVICES MAY 2021	1,234.89
053121 939388000	96567	06/18/2021	100-231-42107	WPCP/FD UNIFORM SERVICES MAY 2021	264.90
053121 939388000	96567	06/18/2021	500-641-44410	WPCP/FD UNIFORM SERVICES MAY 2021	1,240.39
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	**2,770.76**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
75183	96607	06/25/2021	100-345-42108	PW KEYS MADE	36.82
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**36.82**
Vendor: ATT01 - AT&T					
287274105793X05282021	96568	06/18/2021	215-341-43101	PW 180 MOBILITY PROJECT 4/21-5/20/21	77.22
287277095767X05282021	96568	06/18/2021	215-341-43101	PW I80 MOBILITY PROJECT 4/21-5/20/21	77.22
312921943 053121	96569	06/18/2021	525-118-43101	PINOLE SWIM CENTER INTERNET SERVICE JUNE 2021	100.94
				Vendor ATT01 - AT&T Total:	**255.38**
Vendor: BEA03 - BEARING ENGINERING CO.					
5583247	96570	06/18/2021	500-641-42107	HUSKEY 2000 ANTI SIEZE 1/2 PINT	7.53
5583307	96570	06/18/2021	500-641-42107	SPEEDI SLEEVE	109.63
				Vendor BEA03 - BEARING ENGINERING CO. Total:	**117.16**

Return to Agenda

WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2093 - BEST BEST & KRIEGER LLP					
907463	96608	06/25/2021	100-116-42101	CALPERS SERVICES MAY 2021	3,175.00
				Vendor 2093 - BEST BEST & KRIEGER LLP Total:	**3,175.00**
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
15694	96571	06/18/2021	209-557-42108	POOL SERVICE SKIMMERS	1,111.19
15725	96571	06/18/2021	209-557-42108	SUMMER POOL SERVICE	1,650.00
				Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:	**2,761.19**
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
84077968	96609	06/25/2021	100-231-42104	GLOVES AND ACETAMINOPHEN	513.31
				Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:	**513.31**
Vendor: TAK00 - BRIAN JUSTIN TAKACS					
JUNE PENSION PAYMENT	96572	06/18/2021	100-221-40313	ADVANCE DISABILITY PENSION PAYMENT JUNE 2021	4,693.83
				Vendor TAK00 - BRIAN JUSTIN TAKACS Total:	**4,693.83**
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000016443196	96611	06/25/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 674	96,163.89
100000016443206	96611	06/25/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 675	108,287.08
100000016443215	96611	06/25/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 25716	184.47
100000016443224	96611	06/25/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 25717	445.96
100000016443232	96610	06/25/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 27205	294.19
				Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:	**205,375.59**
Vendor: CAS02 - CASCADE FIRE EQUIPMENT CO					
115363	96612	06/25/2021	100-231-44410	GOGGLES/MATS/FACE AND NECK LINER	3,349.57
				Vendor CAS02 - CASCADE FIRE EQUIPMENT CO Total:	**3,349.57**
Vendor: CCP03 - CCP INDUSTRIES					
IN02739828	96613	06/25/2021	100-343-44410	10 GAUGE BLACK LATEX DIP GLOVES	50.99
				Vendor CCP03 - CCP INDUSTRIES Total:	**50.99**
Vendor: 2188 - CHRISTIE LORIMOR					
060921 REFUND	96573	06/18/2021	209-551-38112	REFUND SECOND TIME BLOCK RENTAL	138.00
				Vendor 2188 - CHRISTIE LORIMOR Total:	**138.00**
Vendor: CIT08 - CITY MECHANICAL, INC					
73407	96614	06/25/2021	209-558-42108	MEMORIAL HALL HVAC PM AGREEMENT	636.75
73412	96614	06/25/2021	209-554-42108	YOUTH CENTER HVAC PM AGREEMENTS	1,168.28
73546	96614	06/25/2021	100-343-42108	POST OFFICE HVAC DUAL CAPACITORS	1,125.00
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**2,930.03**
Vendor: FAI04 - CITY OF FAIRFIELD					
4573	96615	06/25/2021	100-221-42511	RANGE USE FEES MARCH 2021	567.00
				Vendor FAI04 - CITY OF FAIRFIELD Total:	**567.00**
Vendor: COM20 - COMCAST					
060121 HMOFC	96574	06/18/2021	100-231-42201	FD INTERNET SERVICE 3700 PVR 5/4-7/3/21	466.31
060121 I80MOBILITY	96616	06/25/2021	215-341-43101	I80 MOBILITY PROJECT BUSINESS INTERNET 6/5-7/4/21	236.31
				Vendor COM20 - COMCAST Total:	**702.62**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84051938	96575	06/18/2021	100-10601	CORP YARD UNLEADED GAS 6/1/21 500.9 GALLONS	2,008.20

Return to Agenda

WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
84061087	96575	06/18/2021	100-10601	CORP YARD UNLEADED GAS 6/8/21 486 GALLONS	1,948.47
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**3,956.67**
Vendor: EBM01 - EBMUD					
20575-060121	96618	06/25/2021	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	155.36
20576-060421	96618	06/25/2021	100-345-43102	2948 VON DOOLEN CT-IRRIGATION USE ONLY	55.74
31773-052821	96618	06/25/2021	100-343-43102	2887 SIMAS AVE--IRRIGATION USE ONLY	155.36
32841-052721	96618	06/25/2021	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	4,845.30
43090	96617	06/25/2021	500-642-42101	QUERYING AND COMPILATION HOURS	278.40
56324-052721	96618	06/25/2021	100-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	976.24
				Vendor EBM01 - EBMUD Total:	**6,466.40**
Vendor: FIS01 - FISHER SCIENTIFIC					
8575994	96576	06/18/2021	500-641-42107	SLUDGE JUDGE ULTRA	750.29
				Vendor FIS01 - FISHER SCIENTIFIC Total:	**750.29**
Vendor: HAC01 - HACH COMPANY					
12478777	96619	06/25/2021	500-641-44305	IODINE/SULFIDE/STD SOLN	1,030.29
				Vendor HAC01 - HACH COMPANY Total:	**1,030.29**
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006M4889	96620	06/25/2021	500-641-42107	BUSHINGS AND PIPES	67.81
006M4926	96620	06/25/2021	500-641-42107	ASAHI ELEC ACT TUBV S/T PVC	1,213.75
				Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:	**1,281.56**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN009101	96577	06/18/2021	100-115-42101	Q4/2020 CONTRACT SERVICES-TRANSACTION/SALES TAX	2,232.80
				Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:	**2,232.80**
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X05851402	96578	06/18/2021	500-641-44305	DEIONIZATION/EXCHANGE SERVICE JUNE 2021	466.18
				Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:	**466.18**
Vendor: 2190 - JANET KERSTEN					
061621 REFUND	96579	06/18/2021	209-551-38112	REFUND PARK RESERVATION FOR 7/18/21	100.00
				Vendor 2190 - JANET KERSTEN Total:	**100.00**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000030156	96580	06/18/2021	500-641-44302	WPCP SLUDGE REMOVAL 5/17-5/31/21	4,314.51
4212-000030201	96621	06/25/2021	500-641-44302	WPCP SLUDGE REMOVAL 6/1-6/15/21	6,326.28
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**10,640.79**
Vendor: 1424 - KRISTINA SANTOYO					
062421	96622	06/25/2021	209-552-43804	PETTY CASH REPORT-SENIOR CENTER	114.08
22920	96622	06/25/2021	209-552-43804	PETTY CASH REPORT SENIOR CENTER	32.71
22920	96622	06/25/2021	209-552-43806	PETTY CASH REPORT SENIOR CENTER	29.47
				Vendor 1424 - KRISTINA SANTOYO Total:	**176.26**
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
10375	96623	06/25/2021	500-641-44303	ZETAG TOTE	6,000.55
10379	96623	06/25/2021	500-641-44303	ZETAG TOTES	10,404.16
				Vendor KUB00 - KUBWATER RESOURCES, INC. Total:	**16,404.71**

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: LAR04 - LARRY WALKER ASSOCIATES					
00243.11-4	96624	06/25/2021	500-641-42101	ONGOING NPDES PERMIT ASSWISTANCE FOR PH WPCP	417.50
				Vendor LAR04 - LARRY WALKER ASSOCIATES Total:	**417.50**
Vendor: LIN18 - LINCOLN AQUATICS					
D8732069	96581	06/18/2021	209-557-42108	WHITE PLATFORM WITH HARDWARE	871.63
				Vendor LIN18 - LINCOLN AQUATICS Total:	**871.63**
Vendor: CUR03 - LN CURTIS & SONS					
INV492817	96582	06/18/2021	100-231-47104	NOZ CUP MOUNT	165.32
INV492823	96582	06/18/2021	100-231-44410	FIREPRO FS WILDLAND GOGGLE	632.16
INV494281	96582	06/18/2021	100-231-47104	CHR BRACKET F/NOZ CUP MOUNT	89.04
				Vendor CUR03 - LN CURTIS & SONS Total:	**886.52**
Vendor: MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION					
2021030417	96583	06/18/2021	100-114-42102	CITY ATTORNEY SERVICES	28,150.00
2021030418	96583	06/18/2021	100-114-42102	CITY COUNCIL MEETINGS	2,054.00
2021030419	96583	06/18/2021	100-114-42102	GENERAL SERVICES - PUBLIC WORKS	1,700.00
2021030420	96583	06/18/2021	100-114-42102	GENERAL SERVICES-PD	2,138.00
2021030421	96583	06/18/2021	100-114-42102	GENERAL SERVICES LABOR AND EMPLOYMENT	4,593.60
2021030422	96583	06/18/2021	100-114-42102	GENERAL SERVICES-CODE ENFORCEMENT	3,982.00
2021030423	96583	06/18/2021	100-114-42102	GENERAL SERVICES-COMMUNITY DEVELOPMENT	5,646.00
2021030424	96583	06/18/2021	100-114-42102	GENERAL SERVICES-FIRE DEPT	2,241.00
2021030425	96583	06/18/2021	100-114-42102	GENERAL SERVICES-RECREATION	240.00
2021030426	96583	06/18/2021	100-114-42102	PUBLIC RECORDS ACT REQUESTS	2,268.00
2021030427	96583	06/18/2021	100-114-42102	RISK MANAGEMENT	960.00
2021030428	96583	06/18/2021	100-114-42102	GENERAL SERVICES-FINANCE DEPT	1,140.00
2021030429	96583	06/18/2021	100-114-42102	GENERAL SERVICES-CITY CLERK	1,200.00
2021030430	96583	06/18/2021	100-114-42102	PINOLE/HERCULES WWTP UPGRADE PROJECT	243.00
2021030431	96583	06/18/2021	100-114-42102	SUCCESSOR AGENCY-ADMIN MATTERS	1,552.00
2021030433	96583	06/18/2021	100-114-42102	SALE OF PINOLE SENIOR CENTER	433.50
2021030434	96583	06/18/2021	100-114-42102	PG&E CLAIM DELAYS TO CONSTRUCTION PROJECT	1,171.00
2021030435	96583	06/18/2021	100-114-42102	PINOLE SHORES II-CR	4,333.50
2021030436	96583	06/18/2021	100-114-42102	COVID-19	5,636.00
2021030437	96583	06/18/2021	100-114-42102	MVP CONSTRUCTION DISPUTE	1,592.00
2021030438	96583	06/18/2021	100-114-42102	SUCCESSOR AGENCY-RDA SURPLUS PROPERTIES	11,793.00
				Vendor MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION Total:	**83,066.60**
Vendor: 1890 - MM COMMUNICATIONS INC					
INV-1024	96585	06/18/2021	525-118-42105	CABLE LABOR CAT 6 PLEN/JACKS	1,839.00
				Vendor 1890 - MM COMMUNICATIONS INC Total:	**1,839.00**
Vendor: 2043 - NORCAL KENWORTH- BAY AREA					
OK15812	96586	06/18/2021	500-641-47404	2 T880 DUMP TRUCKS	214,826.98
OK15813	96586	06/18/2021	500-641-47404	2 T880 DUMP TRUCKS	214,826.98
				Vendor 2043 - NORCAL KENWORTH- BAY AREA Total:	**429,653.96**
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
052821 STATEMENT	96587	06/18/2021	100-343-42107	CITY AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	313.85

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
052821 STATEMENT	96587	06/18/2021	100-345-42108	CITY AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	314.38
052821 STATEMENT	96587	06/18/2021	500-642-42107	CITY AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	8.76
				Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:	**636.99**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400418415	96625	06/25/2021	100-343-42108	CH MONTHLY ELEVATOR MAINTENANCE SERVICE JULY 2021	116.86
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**116.86**
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
60567	96626	06/25/2021	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	122.50
60567	96626	06/25/2021	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	327.50
60567	96626	06/25/2021	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	174.40
60567	96626	06/25/2021	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	5,619.33
60567	96626	06/25/2021	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	326.00
60567	96626	06/25/2021	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	532.60
60567	96626	06/25/2021	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	198.00
60567	96626	06/25/2021	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	206.00
60567	96626	06/25/2021	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	206.00
60567	96626	06/25/2021	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	60.00
60567	96626	06/25/2021	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE-JUNE 2021	65.00
				Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:	**7,837.33**
Vendor: PGE01 - PG&E					
052621-2222	96588	06/18/2021	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
052621-2222	96588	06/18/2021	200-342-43103	STREET AND HIGHWAY LIGHTING	14,389.94
052621-2222	96588	06/18/2021	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
052621-2222	96588	06/18/2021	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
052621-8511	96588	06/18/2021	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.53
052621-9929	96588	06/18/2021	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	66.42
052721-4256	96588	06/18/2021	500-641-43103	11 TENNANT AVE	63,119.00
052721-4430	96588	06/18/2021	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	10.37
052721-6521	96588	06/18/2021	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	91.23
052721-6897	96588	06/18/2021	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	60.68
052721-7547	96588	06/18/2021	100-222-43103	880 Tennent Ave-Public Safety Facility	3,170.11
052721-7547	96588	06/18/2021	100-223-43103	880 Tennent Ave-Public Safety Facility	634.02
052721-7547	96588	06/18/2021	100-231-43103	880 Tennent Ave-Public Safety Facility	2,536.09
052721-9961	96588	06/18/2021	209-552-43103	2500 CHARLES ST-SENIOR CENTER	1,232.62

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
060321-0887	96588	06/18/2021	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	70.94
060321-2182	96588	06/18/2021	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	59.35
060521-1093	96627	06/25/2021	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	539.14
060821-3834	96627	06/25/2021	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	38.15
061021-1801	96627	06/25/2021	209-553-43103	2454 SIMAS AVE REC CTR & POOL	12.40
061121-0498	96627	06/25/2021	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	465.99
061121-6043	96627	06/25/2021	100-231-43103	3790 PINOLE VALLEY RD	26.45
				Vendor PGE01 - PG&E Total:	**87,263.82**
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3104744436	96589	06/18/2021	100-117-42201	DM400C DIGITAL MAILING SYSTEM 03/30-6/29/21	476.87
				Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:	**476.87**
Vendor: 1009 - PRECISION IT CONSULTING					
11543	96590	06/18/2021	525-118-42101	STATION 74 NETWORK UPGRADE	88.21
11543	96590	06/18/2021	525-118-47102	STATION 74 NETWORK UPGRADE	2,117.04
11546	96590	06/18/2021	525-118-42101	YOUTH CENTER NETWORK UPGRADE	187.03
11546	96590	06/18/2021	525-118-47102	YOUTH CENTER NETWORK UPGRADE	2,484.89
11548	96590	06/18/2021	525-118-42101	SENIOR CENTER NETWORK UPGRADE	161.36
11548	96590	06/18/2021	525-118-47102	SENIOR CENTER NETWORK UPGRADE	1,855.68
11556	96590	06/18/2021	525-118-42101	CITY HALL NETWORK UPGRADES	147.11
11556	96590	06/18/2021	525-118-47102	CITY HALL NETWORK UPGRADES	1,487.48
11593	96628	06/25/2021	525-118-42101	CH WIFI UPGRADE-PROJECT SUPPORT	1,575.00
11594	96628	06/25/2021	525-118-42101	STATION 74 NETWORK UPGRADE	1,785.00
11595	96628	06/25/2021	525-118-42101	PD WIFI UPGADE	1,120.00
				Vendor 1009 - PRECISION IT CONSULTING Total:	**13,008.80**
Vendor: 2189 - PRISCILLA ALVAREZ					
060921 REFUND	96591	06/18/2021	209-551-38112	CANCEL RESERVATION COVID-19 RESTRICTIONS	100.00
				Vendor 2189 - PRISCILLA ALVAREZ Total:	**100.00**
Vendor: 2025 - RAY MORGAN COMPANY, LLC.					
3319865	96592	06/18/2021	525-118-42107	COPIER CONTRACT BASE/USAGE CHARGES 4/15-5/14/21	572.31
				Vendor 2025 - RAY MORGAN COMPANY, LLC. Total:	**572.31**
Vendor: J&O01 - RUBBER DUST INC.					
140364	96593	06/18/2021	100-343-42107	REPLACE TIRE SHOULDER TREAD TEAR	797.64
				Vendor J&O01 - RUBBER DUST INC. Total:	**797.64**
Vendor: 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS					
34322	96629	06/25/2021	106-344-47206	HAZEL STREET STORM DRAIN DRAIN DESIGN-PHASE 1	3,090.00
				Vendor 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS Total:	**3,090.00**
Vendor: SCO07 - SCOTT'S PPE RECON, INC.					
37030	96630	06/25/2021	100-231-44410	TURNOUT GEAR REPAIRS MAY 2021	646.60

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
37118	96630	06/25/2021	100-231-44410	SCBA BOTTLE IDENTIFIERS/SHOULDER STRAP IDENTIFIER	1,819.90
				Vendor SCO07 - SCOTT'S PPE RECON, INC. Total:	**2,466.50**
Vendor: 1982 - SHAPE INCORPORATED					
128410	96631	06/25/2021	500-641-42107	STATOR iFD 2.0 SET	2,353.04
				Vendor 1982 - SHAPE INCORPORATED Total:	**2,353.04**
Vendor: 1714 - SHERRI D. LEWIS					
PC012PINOLE-FY20/21	96594	06/18/2021	212-461-42514	PLANNING COMMISION MINUTES SPECIAL MEETING 6/7/21	262.50
PCO11PINOLE-FY20/21	96594	06/18/2021	212-461-42514	PLANNING COMMISION MEETING MINUTES 5/24/21	487.50
				Vendor 1714 - SHERRI D. LEWIS Total:	**750.00**
Vendor: SHR02 - SHRED DEFENSE INC					
40429	96632	06/25/2021	100-222-42101	ON SITE PULVERIZATION SERVICE 5/27/21	166.40
				Vendor SHR02 - SHRED DEFENSE INC Total:	**166.40**
Vendor: 2048 - SONIC.NET, LLC					
1002659595	96595	06/18/2021	525-118-43101	JULY 2021 ETHERNET SERVICES	449.00
				Vendor 2048 - SONIC.NET, LLC Total:	**449.00**
Vendor: STA42 - STAPLES BUSINESS CREDIT					
1635900093	96596	06/18/2021	100-115-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	48.48
1635900093	96596	06/18/2021	100-115-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	82.18
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	61.14
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	57.49
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	47.89
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	133.53
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	33.21
1635900093	96596	06/18/2021	100-117-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	13.37
1635900093	96596	06/18/2021	100-222-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	666.09
1635900093	96596	06/18/2021	100-222-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	328.25
1635900093	96596	06/18/2021	100-231-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	167.20
1635900093	96596	06/18/2021	100-231-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	292.32
1635900093	96596	06/18/2021	100-341-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	176.76
1635900093	96596	06/18/2021	100-341-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	35.05
1635900093	96596	06/18/2021	100-341-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	39.50
1635900093	96596	06/18/2021	100-341-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	51.57
1635900093	96596	06/18/2021	209-553-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	17.71
1635900093	96596	06/18/2021	209-557-42514	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	426.04
1635900093	96596	06/18/2021	212-461-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	1.37
1635900093	96596	06/18/2021	212-462-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	120.53

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
1635900093	96596	06/18/2021	500-641-42201	5/25/21 STATEMENT CITY WIDE OFFICE SUPPLIES	305.88
				Vendor STA42 - STAPLES BUSINESS CREDIT Total:	**3,105.56**
Vendor: SWR01 - SWRCB					
D1501036	96597	06/18/2021	500-644-48101	CWSRF FINANCING AGREEMENT	668,026.35
D1501036	96597	06/18/2021	500-644-48102	CWSRF FINANCING AGREEMENT	421,157.58
				Vendor SWR01 - SWRCB Total:	**1,089,183.93**
Vendor: 1253 - TARAH ORNELAS					
607	96633	06/25/2021	209-552-43809	SENIOR CENTER NEWSLETTER PRINTING	382.38
				Vendor 1253 - TARAH ORNELAS Total:	**382.38**
Vendor: EDJ01 - THE ED JONES CO., INC.					
47600	96634	06/25/2021	100-222-42514	STERLING 466E BADGES	377.64
48359	96634	06/25/2021	100-222-42514	GERMAN SILVER 638 BADGE	150.31
				Vendor EDJ01 - THE ED JONES CO., INC. Total:	**527.95**
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202105-1	96598	06/18/2021	525-118-42510	PD PERSON SEARCHES MAY 2021	108.00
				Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:	**108.00**
Vendor: UNI38 - UNIVAR USA INC					
49187256	96599	06/18/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,665.49
49198147	96635	06/25/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,236.16
49213894	96635	06/25/2021	500-641-44303	SOD HYPO 12.5%LUQUICHLOR K2 BULK NSF LIQ	3,677.48
				Vendor UNI38 - UNIVAR USA INC Total:	**13,579.13**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
262006	96636	06/25/2021	100-231-42108	FD CLEANING SUPPLIES	132.68
262006-1	96636	06/25/2021	100-231-42108	FD DRANO MAX GEL	67.45
262346	96636	06/25/2021	100-343-42108	CORP YARD JANITORIAL SUPPLIES	320.15
262377	96636	06/25/2021	209-557-42108	SWIM CENTER JANITORIAL SUPPLIES	100.48
488981	96636	06/25/2021	100-222-42108	PUBLIC SAFETY BLDG MNTHLY JANITORIAL SVCS MAY 2021	2,352.00
488982	96636	06/25/2021	209-557-42108	SWIM CENTER MONTHLY JANITORIAL SERVICES MAY 2021	280.00
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**3,252.76**
Vendor: USB06 - US BANK					
052421 STATEMENT	96600	06/18/2021	100-20018	CITY CREDIT CARD BILLING	13,750.12
				Vendor USB06 - US BANK Total:	**13,750.12**
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
14892C	96601	06/18/2021	100-343-42108	CITYWIDE EXTERMINATOR SERVICES	69.00
14892C	96601	06/18/2021	209-552-42108	CITYWIDE EXTERMINATOR SERVICES	71.00
				Vendor WES01 - WESTERN EXTERMINATOR CO. Total:	**140.00**
Vendor: 1520 - WEX BANK					
72179492	96637	06/25/2021	100-221-44301	PD FUEL PURCHASES	85.26
				Vendor 1520 - WEX BANK Total:	**85.26**
Vendor: XER01 - XEROX CORPORATION					
013409621	96602	06/18/2021	525-118-42107	CITY HALL 1ST FLOOR XEROX AGREEMENT APRIL 2021	289.34
013409622	96602	06/18/2021	525-118-42107	SENIOR CENTER XEROX AGREEMENT APRIL 2021	214.66

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WARRANT LISTING **Payment Dates: 6/12/2021 - 6/25/2021**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
013409623	96602	06/18/2021	525-118-42107	PYC XEROX AGREEMENT APRIL 2021	193.73
				Vendor XER01 - XEROX CORPORATION Total:	**697.73**
Vendor: 1808 - ZW USA INC.					
413681	96638	06/25/2021	100-345-42108	DOG WASTE ROLL BAG 30 ROLL CASE	546.20
				Vendor 1808 - ZW USA INC. Total:	**546.20**
				Grand Total:	**2,038,908.22**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	355,772.43
106 - MEASURE S-2014	3,090.00
200 - Gas Tax Fund	14,998.14
201 - Restricted Real Estate Maintenance Fund	599.02
209 - Recreation Fund	14,104.29
212 - Building & Planning	871.90
215 - Measure C and J Fund	390.75
310 - Lighting & Landscape Districts	805.00
500 - Sewer Enterprise Fund	1,631,500.91
525 - Information Systems	16,775.78
Grand Total:	**2,038,908.22**

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	3,956.67
100-114-42102	Prof Svcs/Attorney Servic…	83,066.60
100-115-42101	Prof Svcs/Professional Ser…	2,232.80
100-115-42201	Office Expense	130.66
100-116-42101	Prof Svcs/Professional Ser…	3,175.00
100-117-41004	Emp Benefits/PERS Retir…	205,375.59
100-117-42201	Office Expense	843.50
100-20018	Accounts Payable/CalCard	13,750.12
100-221-40313	Other Pay/Disability	4,693.83
100-221-42511	Admin Exp/Equipment Re…	567.00
100-221-44301	Other Materials Supp/Fuel	85.26
100-222-42101	Prof Svcs/Professional Ser…	166.40
100-222-42108	Prof Svcs/Building-Structu…	2,474.50
100-222-42201	Office Expense	1,186.52
100-222-42514	Admin Exp/Special Depart	527.95
100-222-43103	Utilities/Electricity & Pow…	3,170.11
100-222-44410	Safety Clothing	30.58
100-223-43103	Utilities/Electricity & Pow…	634.02
100-231-42104	Prof Svcs/Paramedic Servi…	513.31
100-231-42107	Prof Svcs/Equipment Mai…	348.25
100-231-42108	Prof Svcs/Building-Structu…	527.63
100-231-42201	Office Expense	925.83
100-231-43103	Utilities/Electricity & Pow…	3,066.68
100-231-44410	Safety Clothing	6,448.23
100-231-47104	FF&E/Vehicles	254.36
100-341-42201	Office Expense	302.88
100-343-42107	Prof Svcs/Equipment Mai…	1,111.49
100-343-42108	Prof Svcs/Building-Structu…	1,894.76
100-343-43102	Utilities/Water	155.36
100-343-44410	Safety Clothing	1,285.88
100-345-42108	Prof Svcs/Building-Structu…	6,766.73
100-345-43102	Utilities/Water	6,032.64
100-345-43103	Utilities/Electricity & Pow…	71.29
106-344-47206	Improvements/Storm Dra…	3,090.00
200-342-42108	Prof Svcs/Building-Structu…	326.00
200-342-43103	Utilities/Electricity & Pow…	14,672.14
201-343-42108	Prof Svcs/Building-Structu…	532.60
201-343-43103	Utilities/Electricity & Pow…	66.42
209-551-38112	Rental Income/Facility Re…	338.00
209-552-42108	Prof Svcs/Building-Structu…	3,943.55
209-552-43103	Utilities/Electricity & Pow…	1,232.62
209-552-43804	Program Cost/Food Progr…	1,491.79
209-552-43806	Program Cost/Dance Prog…	29.47

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Account Summary

Account Number	Account Name	Payment Amount
209-552-43809	Program Cost/Newsletter	382.38
209-553-42108	Prof Svcs/Building-Structu…	206.00
209-553-42201	Office Expense	17.71
209-553-43103	Utilities/Electricity & Pow…	12.40
209-554-42108	Prof Svcs/Building-Structu…	1,168.28
209-557-42108	Prof Svcs/Building-Structu…	4,219.30
209-557-42514	Admin Exp/Special Depart	426.04
209-558-42108	Prof Svcs/Building-Structu…	636.75
212-461-42201	Office Expense	1.37
212-461-42514	Admin Exp/Special Depart	750.00
212-462-42201	Office Expense	120.53
215-341-43101	Utilities/Telephone	390.75
310-347-42108	Prof Svcs/Building-Structu…	60.00
310-347-43103	Utilities/Electricity & Pow…	280.00
310-348-42108	Prof Svcs/Building-Structu…	65.00
310-348-43103	Utilities/Electricity & Pow…	400.00
500-641-42101	Prof Svcs/Professional Ser…	417.50
500-641-42107	Prof Svcs/Equipment Mai…	4,502.05
500-641-42201	Office Expense	436.68
500-641-43103	Utilities/Electricity & Pow…	63,119.00
500-641-44302	Other Materials Supp/Slu…	10,640.79
500-641-44303	Other Materials Supp/Ch…	29,983.84
500-641-44305	Other Materials Supp/Lab…	1,496.47
500-641-44410	Safety Clothing	1,240.39
500-641-47404	Depreciation/Vehicles	429,653.96
500-642-42101	Prof Svcs/Professional Ser…	278.40
500-642-42107	Prof Svcs/Equipment Mai…	8.76
500-642-43103	Utilities/Electricity & Pow…	539.14
500-644-48101	Debt Principal	668,026.35
500-644-48102	Debt Interest	421,157.58
525-118-42101	Prof Svcs/Professional Ser…	5,063.71
525-118-42105	Prof Svcs/Network Maint…	1,839.00
525-118-42107	Prof Svcs/Equipment Mai…	1,270.04
525-118-42510	Admin Exp/Software Purch	108.00
525-118-43101	Utilities/Telephone	549.94
525-118-47102	FF&E/Computer Equipme…	7,945.09
	Grand Total:	**2,038,908.22**

Project Account Summary

Project Account Key		Payment Amount
None		2,038,908.22
	Grand Total:	**2,038,908.22**

Approved By:_____ Date: 7/1/2021

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CITY COUNCIL REPORT

7C

DATE: July 6, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT CITY ATTORNEY

SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL EMERGENCY

RECOMMENDATION

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

BACKGROUND

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

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every 60 days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every 14 days. The City Council has confirmed the continued existence of the local emergency multiple times since the emergency was first declared, most recently on June 1 2021. Staff anticipates that the City Council's July 6 meeting will include an item to discuss whether or not to terminate the local emergency.

DISCUSSION

Over a year after the COVID-19 pandemic began, relevant public health trends show that significant progress has been made in fighting the spread of COVID-19.

Current Case Trends

There have now been over 71,250 cases of COVID-19 within the County and approximately 815 deaths, which is essentially unchanged from 2 weeks ago. The case rate within the County for unvaccinated individuals is less than 6 new cases per day per 100,000 people; for vaccinated individuals, the rate is less than 1 new case per day per 100,000 people. In Pinole, the rate of new cases over the last 14 days is approximately 35 new cases per 100,000 people. This is consistent with trends throughout Contra Costa County and California.

Vaccines

There has also been significant progress in the administration of the COVID-19 vaccine, with the rate of inoculation significantly increasing. The County estimates that over 78% of residents over the age of 12 have now received the first dose of the vaccine, and around 73% are fully vaccinated. Over 1.45 million vaccinations have already been administered in the County, However, the daily number of vaccines administered is steadily declining.

As of April 15, everyone over the age of 16 is eligible to receive a COVID-19 vaccine in California. Appointments can be made through the County at cchealth.org/coronavirus or by calling 1-833-829-2626, as well as at https://myturn.ca.gov/. In addition, individuals can make appointments through their health care provider or certain local pharmacies, including Walgreens and CVS.

Role of Emergency Declaration

Under State law and the Municipal Code, the City may declare an emergency to respond to conditions of disaster or of extreme peril to the safety of persons and property within Pinole. There are three main reasons for a City to adopt an emergency declaration. First, an emergency declaration gives the City the power to adopt emergency rules and waive certain otherwise applicable procedural requirements. For example, the City has used this power to allow businesses to obtain temporary use permits to operate outside without going through the normal process established by the Zoning Code. The City also used these powers to adopt an eviction moratorium, prior to the enactment of a similar moratorium by the County and State.

Second, an emergency declaration is usually necessary for the City to access certain types of State and Federal emergency funding. This requirement is common for natural disasters and other types of localized emergencies. Because of the widespread nature of the COVID-19 pandemic, State and Federal financial assistance related to COVID-19 has been provided without a requirement that the City maintain a general emergency declaration.

Third, an emergency declaration sends a message to the public that unusual conditions exists that actively threaten the public health, safety or welfare in the community. This is a primary reason for continuing the COVID-19 local emergency

declaration. Continuing to renew the emergency declaration helps communicate to the public that the COVID-19 emergency persists. Although case rates are decreasing, and the rate of vaccine administration is increasing, public health officials have advised that this progress is vulnerable to reversal. Public health officials state that it is critical for the public to continue to practice pandemic safety measures, such as wearing masks and practicing social distancing when in public, even if vaccinated.

The Governor and Contra Costa County Department of Public Health lifted many of the existing restrictions and social distancing requirements on June 15, but some restrictions remain. Additionally, both the State and County's emergency declarations remain in effect. We recommend the City Council continue to renew the emergency declaration at this time and reconsider whether to terminate the declaration at an upcoming meeting.

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

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency.

ATTACHMENTS

A. Resolution Confirming Continued Existence of Local Emergency

3772655.1

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ATTACHMENT A

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

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

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 18, 2020; and

WHEREAS, on March 24, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

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

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

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

WHEREAS, while the rate of new cases of COVID-19 has decreased from previous highs throughout California, including within Contra Costa County, there contin of new cases remains steady; and

WHEREAS, there have now been over 71,500 cases of COVID-19 and approximately 805 deaths within the County; and

WHEREAS, the case rate within the County for unvaccinated individuals is less than 6 new cases per day per 100,000 people; for vaccinated individuals, the rate is less than 1 new case per day per 100,000 people; and

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WHEREAS, administration of the COVID-19 vaccine is progressing rapidly, but only approximately 75% of the adult population in the County has been fully vaccinated and the daily number of vaccines administered is steadily decreasing; and

WHEREAS, in order to maintain progress in containing the spread of COVID-19, the public must continue to practice appropriate safety measures; and

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

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

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

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

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

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

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

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

1. The local emergency declared by Resolution No. 2020-13 due to the COVID-19 Pandemic continues to exist within the City of Pinole.

2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Pinole.

3. The declaration of local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

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PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of July, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 6th day of Jul7, 2021.

_____

Heather Iopu, CMC
City Clerk

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CITY COUNCIL REPORT

7D

DATE: **JULY 6, 2021**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **HEATHER IOPU, CITY CLERK**

SUBJECT: **PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE COLLECTION CHARGES FALLING DELINQUENT BETWEEN JANUARY 2021 & APRIL 2021 CONSIDERED AT AN ADMINISTRATIVE HEARING ON JUNE 3, 2021**

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 3, 2021 regarding unpaid garbage collection services that fell delinquent between January 2021 and April 2021. 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 101 properties on which liens are being imposed, representing a total of $31,977.46 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 $6,060.00; the total lien amount including recovery fees are $38,037.46.

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

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ATTACHMENT A

RESOLUTION NO. 2021-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 3, 2021

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 2021 and April 2021); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on June 3, 2021; 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 6th day of **July 2021,** by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 16th day of March 2021..

_____

Heather Iopu, CMC
City Clerk

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

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CITY COUNCIL REPORT

7E

DATE: JULY 6, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: COUNCIL LETTER OF SUPPORT FOR MEASURE X FUNDING FOR FIRE AND EMERGENCY SERVICES

RECOMMENDATION

City staff recommends that City Council submit a letter to the Contra Costa County Measure X Advisory Board in support of the County Executive Fire Chiefs' request for funding to address critical community fire and emergency services needs.

INTRODUCTION

On May 19, 2021, the Contra Costa County Executive Fire Chiefs ("County Chiefs") presented a request to the County Measure X Advisory Board for $28.85M (and $27.35M annually thereafter) in County Measure X funding to:

- Reopen five (5) closed fire stations and add 45 firefighters countywide
- Mitigate extreme wildfire danger
- Address aging facilities and infrastructure
- Improve training facilities
- Update communications/emergency operations centers
- Improve emergency preparedness/planning
- Support diversity and inclusion in the workforce

At the June 1, 2021 Pinole City Council meeting, Council requested an agenda item asking City staff and Council to collaborate on a letter from Council supporting the County Chiefs' proposal (see Attachment A).

BACKGROUND

Contra Costa County Measure X, which passed in the November 2020 election, is a ½ cent sales tax, exempting food sales, providing an estimated $81M annually for 20 years to (per the text of the measure) *"keep Contra Costa's regional hospital open and staffed; fund community health centers; provide timely fire and emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."*

The Measure X Community Advisory Board was established by the Board of Supervisors on February 2, 2021 to advise the Board of Supervisors on the use of Measure X transactions and use tax funds. The County Chiefs made their presentation requesting Measure X funds at the Advisory Board's May 19, 2021 meeting. The attached letter from Council, in support of the County Chiefs' proposal, is addressed to the Advisory Board.

DISCUSSION

A robust fire service delivery model is a top priority for our citizens in Pinole, especially given the designated Very High Fire Hazard Severity Zone (VHFHSZ) in which many of our residents live. Moreover, the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Center in Pinole, resulting in reliance on firefighters as first-line medical assistance for many of our underserved citizens, underscores Pinole's local concern within the broader context of the regional risk reduction strategy proposed by the County Chiefs.

It is also noteworthy that, in addition to serving our local citizens, the Pinole Fire Department (along with Richmond FD) serves the County's interests by responding to the emergency needs of residents in the Tara Hills, Montalvin Manor, and Bay View unincorporated County areas. Council agrees that the County Chiefs' regional approach represents an equitable and sustainable solution to the issue of providing critical life-saving emergency response services countywide, and that these measures will reduce countywide community risk through:

- Improved response times
- Increased services for underserved communities
- Equitable distribution of services
- Operational and administrative efficiencies

FISCAL IMPACT

There is no immediate fiscal impact associated with supporting the County Chiefs' Measure X proposal. However, if Measure X funding is approved per the proposal, $2M annually would be allocated toward the reopening of Pinole Station 74 as part of a countywide fire agency consolidation.

ATTACHMENTS

Attachment A Council Letter of Support for Measure X Funding for Fire and Emergency Services

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ATTACHMENT A

CITY OF PINOLE

City Hall
2131 Pear Street
Pinole, CA 94564

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

Date: July 6, 2021

To: Contra Costa County Measure X Advisory Board

From: Pinole City Council

Subject: Support of the Contra Costa County Executive Fire Chiefs' Request for Measure X Funding to Address Critical Community Fire and Emergency Services Needs

Dear Board Members,

The Pinole City Council submits this letter supporting the Contra Costa County Executive Fire Chiefs' request for $28.85M (and $27.35M annually thereafter) in County Measure X funding to:

- Reopen five (5) closed fire stations and add 45 firefighters countywide
- Mitigate extreme wildfire danger
- Address aging facilities and infrastructure
- Improve training facilities
- Update communications/emergency operations centers
- Improve emergency preparedness/planning
- Support diversity and inclusion in the workforce

Council shares the County Chiefs' confidence that these measures will reduce countywide community risk through:

- Improved response times
- Increased services for underserved communities
- Equitable distribution of services
- Operational and administrative efficiencies

A robust fire service delivery model is a top priority for our citizens in Pinole, especially given the designated Very High Fire Hazard Severity Zone (VHFHSZ) in which many of our residents live. Moreover, the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Center in Pinole, resulting in reliance on firefighters as first-line medical assistance for many of our underserved citizens, underscores Pinole's local concern within the broader context of the regional risk reduction strategy proposed by the County Chiefs.

In addition to serving our local citizens, the Pinole Fire Department (along with Richmond FD) serves the County's interests by responding to the emergency needs of residents in the unincorporated County areas of Tara Hills, Bay View, and Montalvin Manor. With regard to the Advisory Board's commitment to equity, Montalvin Manor, as defined in SB 1000, is a "Disadvantaged Community" as is Rodeo, which the Pinole FD serves in support of the Rodeo-Hercules Fire Protection District through our County Battalion 7 automatic aid agreement.

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Council agrees that this regional approach represents an equitable and sustainable solution to the issue of providing critical life-saving emergency response services countywide, and we urge the Measure X Advisory Board to approve the County Chiefs' proposal as requested.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

cc. Honorable Members of the Contra Costa County Board of Supervisors
County Administrator Nino
County Finance Director Driscoll
Contra Costa County Executive Fire Chiefs

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CITY COUNCIL REPORT

7F

DATE: JULY 6, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: APPROVE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH QUINCY ENGINEERING, INC. FOR PRELIMINARY ENGINEERING SERVICES TO ADVANCE THE REPLACEMENT OF THE SAN PABLO AVENUE BRIDGE OVER BURLINGTON NORTHERN SANTA FE RAILROAD (CIP PROJECT # RO1710) IN AN AMOUNT NOT EXCEED $49,800

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) authorizing the City Manager to execute an amendment, in a form approved by the City Attorney, to the Consulting Services Agreement with Quincy Engineering, Inc. for preliminary engineering services to advance the replacement of the San Pablo Avenue bridge over Burlington Northern Santa Fe Railroad (CIP Project # RO1710) in an amount not to exceed $49,800.

BACKGROUND

The replacement of the San Pablo Avenue bridge over BNSF Railroad (Bridge Project) is an approved project in the current adopted Capital Improvement Plan (CIP Project # RO1710). The existing bridge is a 13-span reinforced concrete slab structure constructed in 1938 and has reached the end of its service life.

In accordance with Title 23 of the Code of Federal Regulations (Federal Highway Act) and the National Bridge Inspection Standards (NBIS), the California Department of Transportation (Caltrans) performs biennial inspections of Pinole's vehicular bridges and prepares a Bridge Inspection Report (BIR) for each structure. The purpose of the inspections is to inventory the bridges and examine and assess the physical and functional condition of each element on the bridge. The inspection report includes detailed fracture critical findings, load rating information, photos, and commentary for each structure in the bridge inventory. The report documents the current condition of each bridge and all recommended work for the structure. The BIR also includes assessments of the Sufficiency Rating and Status which determine if the bridge will be recommended

for maintenance activities, rehabilitation, or replacement. The most recent BIR indicates that the San Pablo Avenue Bridge over BNSF Railroad has a sufficiency rating of 33.5 and has a status of “Structurally Deficient”. The condition and age of the bridge made it eligible for Federal Highway Administration (FHWA) Highway Bridge Program (HBP) replacement funding. The HBP contributes 88.53% of the project cost and the remaining 11.47% is the local share.

In September 2015, the City completed a Project Study Report (PSR) to identify alternatives to update the existing bridge to meet current design and safety standards. The PSR was submitted to Caltrans and as a result the City was approved for initial funding from the HBP. The PSR identified a total budget of $16,766,800 for the Bridge Project of which $893,000 was for preliminary engineering (PE), and $100,000 was for right-of-way, and the remainder $15,773,800 was for construction.

Based on the project costs identified in the PSR, the State programmed the project in the HBP funding plan and committed to providing $790,573 (88.53% of $893k) for the PE phase. The PE phase is defined as all project initiation and development activities undertaken through the completion of the plans, specifications, and estimates (PS&E). It includes preliminary right-of-way engineering and investigations necessary to complete the environmental document.

The City also secured $387,000 from Contra Costa Transportation Authority (CCTA) Measure J TLC grant funds for the design, right-of-way, and environmental clearance for the Bridge Project. Additionally, the City secured $1,600,000 in Subregional Transportation Mitigation Program (STMP) grant funds from West Contra Costa Transportation Advisory Committee (WCCTAC) as the local share for all phases of the Bridge Project.

The primary steps to complete the Bridge Project involve the following steps: 1) completion of project studies and environmental documents, 2) development and completion of final plans, and PS&E, 3) acquisition of all regulatory agency permits, and 4) advertising, awarding, and constructing the project.

In October 2018, the City completed a qualifications-based selection for the PE phase. Quincy Engineering, Inc. was the highest-ranking firm with extensive experience to advance the Bridge Project to the construction phase. Quincy Engineering, Inc. identified a total budget of $2,594,600 to complete the PE phase. This budget exceeds the amount of funding programmed in the HBP for this phase, however, there are conditions which warrant an increase in the overall budget for the project. The HBP allows local agencies to request changes to address cost increases to a phase that has already been authorized. City staff will need to request additional funds as the project progresses through various steps.

Due to the limited initial funding allocation, the PE will be completed in two phases. On February 18, 2020, City Council adopted Resolution 2020-07 to authorize the City Manager to negotiate and execute an agreement with Quincy Engineering, Inc. for PE

services to advance the replacement of the San Pablo Avenue bridge over BNSF Railroad in an amount not to exceed $877,900.

In the first phase of PE, Quincy Engineering, Inc. is tasked with initiating preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, coordination with BNSF railroad, preparation of a project report, utility coordination, and development of environmental documents and technical studies. It is necessary to begin the preliminary design and environmental process to develop a final cost estimate and to pursue funding opportunities to support completion of all phases of the Bridge Project.

REVIEW & ANALYSIS

In response to the City of Pinole's Council Meeting held on January 19, 2021 and discussion with the City of Hercules, Quincy Engineering, Inc. in collaboration with subconsultants will expand the traffic analysis component to consider various traffic scenarios described in Attachment B and will deliver a traffic memorandum with findings.

In addition, while pursuing environmental investigation Caltrans and Quincy Engineering, Inc.'s subconsultants determined that there are jurisdictional Waters of the U.S. or State of California present within the project area. This project area is within BNSF right-of-way. There are environmental fees associated with accessing the BNSF right-of-way to prepare the wetlands delineation report which will be required for submission to Caltrans as part of obtaining environmental clearance.

The completion of additional traffic analysis, wetlands delineation report, and payment for BNSF environmental fees were not in Quincy Engineering, Inc's original scope of work. Quincy Engineering, Inc., has determined the total cost to complete this additional work is $49,800 and provided details on the additional scope of work and costs in Attachment B.

FISCAL IMPACT

The City secured $1,600,000 in grant funds from the STMP to use for all phases for the Bridge Project. The City will seek reimbursement from WCCTAC to complete the additional scope of work for $49,800 for a total contract amount not to exceed $927,700.

ATTACHMENT(S)

A. Resolution
B. Additional Scope of Work and Cost

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ATTACHMENT A

RESOLUTION NO. 2021 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, TO THE CONSULTING SERVICES AGREEMENT WITH QUINCY ENGINEERING, INC. FOR PRELIMINARY ENGINEERING SERVICES TO ADVANCE THE REPLACEMENT OF THE SAN PABLO AVENUE BRIDGE OVER BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF) – IN AN AMOUNT NOT TO EXCEED $49,800

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; and

WHEREAS, in September of 2015, the City completed a Project Study Report and Highway Bridge Program (HBP) funding application for $16,766,800; and

WHEREAS, the HBP contributes 88.53% of the project cost and the remaining 11.47% is the local share; and

WHEREAS, the State programmed funding in the current HBP and committed to providing $790,573 in grant funds for the preliminary engineering (PE) phase; and

WHEREAS, the PE phase is defined as all project initiation and development activities undertaken through the completion of the plans, specifications, and estimates (PS&E) including preliminary right-of-way engineering and investigations necessary to complete the environmental document; and

WHEREAS, the City secured $387,000 in Measure J TLC grant funds from Contra Costa Transportation Authority (CCTA) for the design, right-of-way, and environmental clearance for the project; and

WHEREAS, the City secured $1,600,000 in Subregional Transportation Mitigation Program (STMP) grant funds from West Contra Transportation Advisory Committee (WCCTAC) as the local share for all phases of the project; and

WHEREAS, with the help of Gray Bowen Scott and following the Caltrans Local Assistance Guidelines, the City released a Request for Proposals for PE for the replacement of the San Pablo Avenue bridge over BNSF Railroad; and

WHEREAS, Quincy Engineering Inc. (Quincy), through the qualifications based selection process, was identified as best qualified to complete the PE; and

WHEREAS, Quincy Engineering, Inc. identified a total budget of $2,594,600 to complete the PE; and

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WHEREAS, the budget identified by Quincy Engineering, Inc. to complete PE exceeds the amount of funding programmed in the current Highway Bridge Program; and

WHEREAS, due to the limited initial funding allocation, the PE will be completed in two phases; and

WHEREAS, the City awarded a contract to Quincy Engineering, Inc. in an amount not to exceed $877,900 for PE services to advance the replacement of the San Pablo Avenue bridge over BNSF Railroad; and

WHEREAS, in the first phase of the PE, Quincy Engineering, Inc. is tasked with initiating preliminary design and environmental process through the preparation of alternatives analysis and bridge type selection, coordination with BNSF railroad, preparation of a project report, utility coordination, and development of environmental documents and technical studies; and

WHEREAS, it is necessary to begin preliminary design and environmental process to develop a final cost estimate and to pursue funding opportunities to support completion of all phases of the project; and

WHEREAS, in response to concerns related to traffic impacts, Quincy Engineering, Inc. in collaboration with subconsultants will complete a traffic analysis; and

WHEREAS, while pursuing environmental investigation Caltrans and Quincy Engineering, Inc.'s subconsultants determined that there are jurisdictional Waters of the U.S. or State of California present within the project area; and

WHEREAS, the wetland is within BNSF right-of-way and requires access to prepare the wetlands delineation report; and

WHEREAS, a wetland delineation report is required for submission to Caltrans as part of obtaining environmental clearance; and

WHEREAS, the completion of additional traffic analysis, wetlands delineation, and payment for BNSF environmental fees were not in Quincy Engineering, Inc.'s original scope of work; and

WHEREAS, Quincy Engineering, Inc. has determined the total cost to complete this additional scope of work is $49,800; and

WHEREAS, the City desires to advance the project and needs to complete the additional scope of work; and

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WHEREAS, the City will need to increase the scope of work by an additional $49,800, for a total amount not to exceed $927,700; and

WHEREAS, the City will seek reimbursement from WCCTAC to complete the additional scope of work for $49,800.

NOW THERFORE BE IT RESOLVED that the City Council of the City of Pinole hereby approves and authorizes the City Manager to execute an amendment, in a form approved by the City Attorney, to the Consulting Services Agreement with Quincy Engineering, Inc., for preliminary engineering to advance the replacement of the San Pablo bridge over BNSF Railroad (CIP Project # RO1710) in an amount not to exceed $49,800.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of July 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 6th day of July 2021.

_____

Heather Iopu, CMC
City Clerk

AMENDMENT 1

TASK 2: PRELIMINARY ENGINEERING

Task 2.5 – Traffic Analysis

In response to the City of Pinole (City) Council Meeting held on January 19, 2021 and discussion with the City of Hercules, Quincy Engineering has requested to include additional study intersections and additional traffic scenarios to analyze impacts of traffic rerouting as a result of Scenario 1 with San Pablo Avenue Bridge consisting of one lane in each direction and also impacts of traffic rerouting as a result of traffic accidents occurring on the adjacent Interstate-80 freeway.

2.5.8 – Additional Traffic Analysis

Task 2.5.8.1 – Data Collection and Review

Due to changes in traffic patterns as a result of COVID-19, Kimley-Horn will not be collecting weekday AM and PM peak hour intersection turning movement counts at the additional study intersections and will rely on historical traffic counts. Traffic counts within the Final Transportation Impact Assessment for the Sycamore Crossing Project, conducted by Fehr & Peers and dated May 2019, and other traffic studies will be utilized for traffic counts. The following three (3) study intersections will be included in the analysis:

- San Pablo Avenue and Tsushima Street
- San Pablo Avenue and E Parcel Project Driveway
- San Pablo Avenue and Sycamore Avenue

Kimley-Horn will coordinate to receive the following information from the City of Hercules:

- Signal timing sheets

Task 2.5.8.2 – Update Baseline, Scenario 1, and Scenario 2 Traffic Analysis

The AM and PM peak hour intersection level of service (LOS) analysis and queuing evaluation will be updated for Construction Baseline, Construction Baseline Plus Scenario 1, and Construction Baseline Plus Scenario 2 to include the additional study intersections. Construction of the San Pablo Avenue Bridge Replacement is expected to occur in year 2024, rather than the previously assumed year 2022. Therefore, traffic volumes for each scenario will be adjusted to account for the growth in volumes to 2024. In addition, the Sycamore Crossing Project, located to the west of San Pablo Avenue between Tsushima Street and Sycamore Avenue is expected to be constructed before the San Pablo Avenue Bridge construction begins. Therefore, traffic volumes from the Sycamore Crossing Project will be added to each scenario.

Task 2.5.8.3 – Additional Traffic Analysis

Kimley-Horn will work with the City to obtain the latest Contra Costa Transportation Authority Travel Demand Model (CCTA TDM) for use in this analysis. Kimley-Horn will use the CCTA TDM to analyze the impact of the following two scenarios:

- Scenario 3 – Traffic diversion as a result of the reduction of lanes along the San Pablo Avenue Bridge from four (4) lanes (Baseline Condition) to two (2) lanes (Scenario 1) in the AM and PM peak hours.
- Scenario 4 – Traffic diversion as a result of an accident occurring on Interstation 80 (I-80). It is assumed that in the AM peak hour a portion of westbound I-80, between Sycamore Avenue and Pinole Valley Road, will have one mixed flow lane closed during an accident resulting in one HOV

lane, two mixed flow lanes, and one auxiliary lane open. In the PM peak hour, it is assumed that portion of eastbound I-80, between Sycamore Avenue and Pinole Valley Road, will have one mixed flow lane closed during an accident resulting in one HOV lane and two mixed flow lanes open.

Kimley-Horn will use the base year version of the model (assumed to be 2018) to perform this analysis, which includes the following four model runs:

- Model Run #1 – model run without any lane reductions
- Model Run #2 – model run with a lane reduction along San Pablo Avenue Bridge from four lanes to two lanes to analyze in the AM and PM peak hour
- Model Run #3 – model run with a lane reduction along San Pablo Avenue Bridge from four lanes to two lanes and with one mixed-flow lane removed along westbound I-80 to analyze in the AM peak hour
- Model Run #4 – model run with a lane reduction along San Pablo Avenue Bridge from four lanes to two lanes and with one mixed-flow lane removed along eastbound I-80 to analyze in the PM peak hour

Prior to any model runs, Kimley-Horn will review the volume-capacity (V/C) ratio values along San Pablo Avenue Bridge and I-80 in the vicinity of the San Pablo Avenue Bridge during commute times and document them in order to place the traffic rerouting in context. No model calibration will be performed as a part of this analysis. Model plots will be provided for the AM and PM peak-periods, as defined by the CCTA TDM, in the vicinity of the San Pablo Avenue Bridge documenting the volumes before and after the capacity reductions and the difference in volumes. The volume difference plot will also be documented thematically by displaying the change in volume by color and line thickness.

Kimley-Horn will review the traffic diversion from the CCTA model analysis by comparing the various model run outputs and applying the ratio in traffic diversion to the baseline volumes to analyze the following scenarios:

- Scenario 3 – Model Run #1 will be compared to Model Run #2 to determine the traffic diversion as a result of San Pablo Avenue Bridge lane reduction from four (4) lanes to two (2) lanes. The ratio in traffic diversion will be applied to the baseline (2024) volumes and analyzed in the AM and PM peak hours.
- Scenario 4 – Model Run #1 will be compared to Model Run #3 to determine the traffic diversion as a result of San Pablo Avenue Bridge lane reduction from four (4) lanes to two (2) lanes and the removal of one mixed-flow lane on westbound I-80. The ratio in traffic diversion will be applied to the baseline (2024) volumes and analyzed in the AM peak hour.
- Scenario 5 – Model Run #1 will be compared to Model Run #4 to determine the traffic diversion as a result of San Pablo Avenue Bridge lane reduction from four (4) lanes to two (2) lanes and the removal of one mixed-flow lane on eastbound I-80. The ratio in traffic diversion will be applied to the baseline (2024) volumes and analyzed in the PM peak hour.

Kimley-Horn will evaluate the intersection level of service (LOS) at the previously analyzed study intersections using the same methodology noted in the original assumptions memo. Kimley-Horn will also evaluate intersection queuing using the same SimTraffic microsimulation methodology to report 95th percentile queue.

Task 2.5.8.4 – Draft and Final Memorandum
Kimley-Horn will prepare a draft memorandum for preliminary review. The draft memorandum will include text, charts, and figures describing our process, assumptions, and results. Based on one set of non-conflicting comments from each client, a final traffic letter will be submitted to the City.

No meetings are assumed in the scope. All coordination is assumed to occur via email or telephone.

Task 3 Deliverables
- ✓ *Draft & Final Traffic Memorandum*

TASK 4: ENVIRONMENTAL STUDIES/PERMITTING

Task 4.2 – Environmental Studies and Documentation

Task 4.2.9 – Wetlands Delineation & Report
Vollmar Natural Lands Consulting, a subconsultant to Panorama, will conduct a survey to delineate all potential jurisdictional Waters of the United States (U.S.) and/or State of California within the study area. The survey methods will follow the routine wetland determination method developed and approved by the U.S. Army Corps of Engineers (USACE) for the Arid West Region.

In the event that any potentially jurisdictional Waters of the U.S. or State of California are present within the study area, Panorama will prepare a report summarizing the methods and results of the delineation of jurisdictional Waters, suitable for submittal to the USACE. The report will include a detailed GIS-based map showing the extent of potential jurisdictional Waters of the U.S. and State, along with a vicinity map, a topographic map, and copies of all delineation data sheets. Given the relatively small size of the study area, soil unit boundaries will be included on the map of potential jurisdictional Waters, rather than on a separate map. The report will also include representative photographs of potentially jurisdictional and adjacent upland habitats as well as any other significant features.

BNSF Environmental Access Permit

Burlington Northern and Santa Fe (BNSF) Railway owns a right-of-way (ROW) adjacent to the existing railroad tracks. Access within the BNSF ROW is necessary to complete the wetland delineation (see above) and previously authorized biological reconnaissance survey. BNSF requires a Work Plan to be submitted for any activities that would result in surface disturbance within the BNSF ROW. Additionally, BNSF charges environmental fees for Application Fee ($800), Work Plan Review ($2,000), Surface Soil and Sediment Samples Request Fee ($1,000), Sample Locations Fee ($250/location), Soil Excavation Fee ($1,000), BNSF flagger fee ($4,500), and BNSF Insurance Blanket Program ($633). VNLC anticipates up to 10 soil test pits will be required within the ROW. The wetland delineation will involve digging soil test pits to identify hydric wetland soils. VNLC will prepare the Work Plan.

Panorama will review VLNC's Work Plan and BNSF Environmental Access Application for accuracy and completeness prior to VNLC submitting to BNSF.

Task 4 Deliverables
- ✓ *Wetlands Delineation*
- ✓ *Wetlands Delineation Report*

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

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name City of Pinole- San Pablo Avenue Bridge Replacement
Project No. Contract No. N/A Date 6/17/2021

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Assoc Pr. Eng. *	Jason Jurrens	JJ	$70-$110	4	$ 90.00	$ 360.00
Senior Eng. *	Michele Johnson	MJ	$50-$100	6	$ 86.45	$ 518.70
Assoc Eng.	Andrew Mitchell	AM	$35-$70	0	$ 63.70	$ -
				10		$ 878.70

LABOR COSTS

a) Subtotal Direct Labor Costs $878.70
b) Estimated Salary Increases for Multi-Year Project $0.00 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $878.70

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.02%): e) Total Fringe Benefits [(c) x (d)] $378.02
f) Overhead (Rate: 132.69%): g) Overhead [(c) x (f)] $1,165.95
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $1,543.96

FIXED FEE

k) Fixed Fee (10.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $242.27

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	miles @	$0.560	$0.00	
Pier Diem/ Hotel	days @	$150.00	$0.00	
Delivery	1 @	$79.74	$79.74	
Vendor Reproduction				
Vellum	@		$0.00	
81/2 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			$0.00	
Title Report	0 @	$0.00	$0.00	
Miscellaneous			$0.00	
m) **TOTAL OTHER DIRECT COSTS**			$79.74	$79.74

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

Kimley Horn	$29,100.00	
Panorama	$17,955.33	
	$47,055.33	$47,055.33

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$49,800.00**

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 175.71% 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

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. N/A Date 6/17/2021

City of Pinole- San Pablo Avenue Bridge Replacement

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
$ 878.70	10	=	$87.87	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	$87.87	+	2.5%	=	$90.07	Year 1 Avg Hourly Rate
Year 2	$90.07	+	5.0%	=	$94.57	Year 2 Avg Hourly Rate
Year 3	$94.57	+	5.0%	=	$99.30	Year 3 Avg Hourly Rate
Year 4	$99.30	+	5.0%	=	$104.27	Year 4 Avg Hourly Rate
Year 5	$104.27	+	5.0%	=	$109.48	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%	*	10.0	=	10.0	Estimated Hours Year 1
Year 2	0.00%	*	10.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	10.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	10.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	10.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	10.0	

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	$87.87	*	10	=	$878.70	Estimated Hours Year 1
Year 2	$90.07	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$94.57	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$99.30	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$104.27	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$878.70	
	Direct Labor Subtotal before Escalation			=	$878.70	
	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.

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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 followign requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the cotnract
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: R. Brent Lemon, P.E. Title *: Principal Engineer

Signature: R. Brent Lemon Date of Certification (mm/dd/yyy): 06/17/2021

Email: brentl@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:

Additional Traffic Analysis & Wetlands Delineation

Cost Proposal

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	Project Name: City of Pinole- San Pablo Avenue Bridge Replacement																
	TASKS	Assoc Pr. Eng.	Senior Eng.	Assoc Eng.	0	0	0	0	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget	Kimley Horn	Panorama		Subconsultant Subtotal
		JJ	MJ	AM	blank	blank	blank	blank		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier				
No.	Initial Hourly Rate	$90.00	$86.45	$63.70	$0.00	$0.00	$0.00	$0.00									
	Bridge Replacement										2.757	10%	3.033				
									0	$0	$0	$0.00	$0				$0
2	**PRELIMINARY ENGINEERING**								0	$0	$0	$0.00	$0				$0
2.5	Traffic Analysis								0	$0	$0	$0.00	$0				$0
2.5.8	Additional Traffic Analysis								0	$0	$0	$0.00	$0				$0
2.5.8.1	Data Collection and Review								0	$0	$0	$0.00	$0	$1,848			$1,848
2.5.8.2	Update Baseline, Scenario 1, and Scenario 2 Traffic Analysis								0	$0	$0	$0.00	$0	$2,917			$2,917
2.5.8.3	Additional Traffic Analysis								0	$0	$0	$0.00	$0	$18,532			$18,532
2.5.8.4	Draft and Final Memorandum	2	4						6	$526	$1,450	$144.97	$1,595	$4,517			$4,517
									0	$0	$0	$0.00	$0				$0
4	**ENVIRONMENTAL STUDIES/PERMITTING**								0	$0	$0	$0.00	$0				$0
4.2	Environmental Studies and Documentation								0	$0	$0	$0.00	$0				$0
4.2.9	Wetlands Delineation & Report	2	2						4	$353	$973	$97.30	$1,070		$1,022		$1,022
									0	$0	$0	$0.00	$0				$0
									0	$0	$0	$0.00	$0				$0
										$0							$0
	Subtotal- Hours	**4**	**6**	**0**	**0**	**0**	**0**	**0**	**10**	**$878.70**	**$2,422.66**	**$242.27**	**$2,664.93**				0
	Estimated Salary Increases for Multi-Year Project									**$0.00**	**$0.00**	**$0.00**	**$0.00**				
	Other Direct Costs												**$79.74**	$1,286	$16,933		18,219
	Total Cost	$360	$519	$0	$0	$0	$0	$0	**$879**	**$879**	**$2,423**	**$242**	**$2,745**	**$29,100**	**$17,955**	**$0**	**$47,055**

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CITY COUNCIL REPORT

7G

DATE: **JULY 6, 2021**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANDREW MURRAY, CITY MANAGER**

SUBJECT: **APPROVE AN AMENDMENT TO THE CONTRACT AND ISSUE A TASK ORDER FOR CSG FOR STAFF AUGMENTATION FOR AN AMOUNT NOT TO EXCEED $100,000**

RECOMMENDATION

It is recommended that the City Council:

1. Authorize the City Manager to execute an amendment to the On-Call contract with CSG for a Task Order for staff augmentation in an amount not to exceed $100,000; and

2. Appropriate funds for this purpose.

BACKGROUND

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for several consulting firms which included CSG for a period of four years ending November 13, 2022 with the understanding that any contract amendments in excess of $45,000 be presented to the City Council for approval.

REVIEW & ANALYSIS

The City's Development Services Director/City Engineer oversees the City's public works and community development activities. The City has a number of critical public works operations and capital projects. The City's current Development Services Director/City Engineer will retire from the City in July 2021. The City will need a professional services firm to support the City's public works operations and capital projects between when the current Development Services Director/City Engineer retires and a new Public Works Director is hired. CSG is qualified to provide the City with these professional services.

FISCAL IMPACT

City staff estimates that $100,000 will be a sufficient amount to compensate CSG to perform this scope of work. Staff recommends appropriations from the following funds to cover this cost: $5,000 General Fund, $50,000 Sewer Enterprise WWTP, $5,000

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Sewer Enterprise Corp Yard, and $10,000 each from the Gas Tax Fund, Building Fund, Storm Water, and Refuse Management, which is the same allocation as for the Public Works Director position. This expenditure of up to $100,000 will be offset by salary savings due to the Public Works Director/City Engineer vacancy.

ATTACHMENTS

A. Resolution
B. CSG Contract Amendment Task Order

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ATTACHMENT A

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE ON CALL CONTRACT WITH CSG ISSUING A TASK ORDER FOR STAFF AUGMENTATION IN AN AMOUNT NOT TO EXCEED TO $100,000

WHEREAS, the City has utilized CSG for many years for a myriad of services including construction plan check services, fire plan check, planning and building inspection services;

WHEREAS, on November 13, 2018, the City Council approved several on-call contracts which included CSG for a period of four (4) years ending November 13, 2022 with the understanding that any contract amendments more than $45,000 be presented to the City Council for approval; and

WHEREAS, the City's Development Services Director/City Engineer oversees the City's public works and community development activities; and

WHEREAS, the City has a number of critical public works operations and capital projects; and

WHEREAS, the City's Development Services Director/City Engineer will retire from the City in July 2021; and

WHEREAS, the City will need a professional services firm to support the City's public works operations and capital projects between when the current Development Services Director/City Engineer retires and a new Public Works Director is hired; and

WHEREAS, CSG is qualified to provide the City with these professional services; and

WHEREAS the anticipated cost for this amendment for CSG to provide staff augmentation is expected to be $100,000; and

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

1. Authorize the City Manager to execute an amendment to the On-Call contract with CSG for a Task Order for staff augmentation in an amount not to exceed $100,000; and

2. Appropriate funds from the following sources for this purpose: $5,000 General Fund, $50,000 Sewer Enterprise WWTP, $5,000 Sewer Enterprise Corp Yard, and $10,000 each from the Gas Tax Fund, Building Fund, Storm Water, and Refuse Management.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 6th day of July 2021**,** by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 6th day of July 2021.

_____
Heather Iopu, CMC
City Clerk

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ATTACHMENT B

AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND CSG
Amendment Number 2021-02

This Amendment to the Consulting Services Agreement dated November 20, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and CSG ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Exhibit A and B shall read as follows:

Task Order to provide professional services to perform public works activities as assigned by the City Manager in an amount not to exceed $100,000.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20, 2018, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the Authority.

City of Pinole

_____
Andrew Murray
City Manager

Dated: _____

Approved as to Form

_____
Eric S. Casher
City Attorney

Dated: _____

Contractor

_____

Dated: _____

ATTEST:

_____
Heather Iopu, CMC
City Clerk

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CITY COUNCIL REPORT

7H

DATE: JULY 6, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: APPROVE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GRAY-BOWEN-SCOTT FOR PROJECT MANAGEMENT SERVICES THROUGH THE END OF FY 2022/23 FOR THE REPLACEMENT OF THE SAN PABLO AVENUE BRIDGE OVER BURLINGTON NORTHERN SANTA FE RAILROAD (CIP PROJECT # RO1710) IN AN AMOUNT NOT EXCEED $164,500

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) authorizing the City Manager to execute an amendment, in a form approved by the City Attorney, to the Consulting Services Agreement with Gray-Bowen-Scott for project management services through the end of FY 2022/23 for the replacement of the San Pablo Avenue Bridge over BNSF Railroad (CIP Project # RO1710) in an amount not to exceed $164,500.

BACKGROUND

The City of Pinole intends to replace the San Pablo Avenue bridge over BNSF Railroad tracks just north of downtown. The age and condition of the bridge warrant replacement. San Pablo Avenue is a four-lane regional arterial through western Contra Costa County that connects Pinole with the City of San Pablo to the south and the City of Hercules to the north. The replacement of the San Pablo Avenue bridge over BNSF Railroad (Bridge Project) is an approved project in the current adopted Capital Improvement Plan (CIP Project # RO1710). The purpose of this project is to provide a safe, modern bridge and roadway that enhances and supports multi-modal transportation.

With support from Gray-Bowen-Scott, the City submitted an application to the California Department of Transportation (Caltrans) to seek funding from the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) for the replacement of this regional asset. As a result, the State programmed the replacement of the San Pablo Avenue bridge over BNSF railroad in the HBP funding plan and committed to providing

funds for the preliminary engineering phase. The HBP contributes 88.53% of the project cost and the remaining 11.47% is the local share.

The City responded to Contra Costa Transportation Authority's (CCTA) coordinated call for projects, that included sources such as One Bay Area Grant (OBAG), CCTA Transportation for Livable Communities (TLC), and CCTA Pedestrian Bicycle Trail Facilities (PBTF). As a result, the City secured $387,000 in grant funds from CCTA for the design, right-of-way, and environmental clearance for the Bridge Project.

On June 6, 2017, the City Council approved a Consulting Services Agreement with Gray-Bowen-Scott for project management services for the Bridge Project in an amount not to exceed $45,000. The scope of work of the original agreement included preparation of a grant application and request for proposals (RFP) in accordance with the State Local Assistance Program procurement process to seek a qualified firm to complete the PE phase.

On April 3, 2018, the City Council approved an amendment to the Consulting Services Agreement with Gray-Bowen-Scott for continued support with the RFP process and assistance in the project management support role for an additional $170,000 in an amount not to exceed the total budget of $215,000.

REVIEW & ANALYSIS

Due to the limited initial funding allocation from HBP, the PE will be completed in two phases. The HBP allows local agencies to request changes to address cost increases to a phase that has already been authorized. Gray-Bowen-Scott is experienced in navigating the complex State funding processes which are time consuming and require strict adherence to time sensitive deadlines.

The City has relied on Gray-Bowen-Scott to work closely with City staff to advance the Bridge Project. Gray-Bowen-Scott has assisted the City in submitting a request for authorization package to Caltrans, preparation of the request for proposals in accordance with Caltrans Local Assistance procurement process, and assistance with selection of a consultant to complete preliminary engineering (PE) for the project. Gray-Bowen-Scott continues to serve in a project management support role through the PE phase.

A contract amendment for continued project management support from Gray-Bowen-Scott through the end of FY 2022/23 will allow the City to be better positioned to respond to grant solicitations and secure the funding required to complete all phases of the Bridge Project from Caltrans and other funding partners. Project management support also includes grant administration and compliance. City staff will rely on Gray-Bowen-Scott to advise, assist, and manage issues that affect the delivery of the project which includes management of project scope, cost, and schedule.

Gray-Bowen-Scott has identified a budget of $164,500 to provide continued project management services for the Bridge Project through the end of FY 2022/23. The

amended scope (Attachment B) is estimated to provide approximately 560 hours of time and materials to the City and will increase the total contract amount to $379,500.

FISCAL IMPACT

The initial $45,000 of Gray-Bowen-Scott contract was funded with City funds as previously approved. The City secured $387,000 in grant funds from CCTA for the local share of the federal funds and for project management. The City will seek reimbursement from CCTA for the remainder $334,500 for project management efforts.

ATTACHMENT(S)

A. Resolution
B. Additional Scope of Work and Cost

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ATTACHMENT A

RESOLUTION NO. 2021 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, TO THE CONSULTING SERVICES AGREEMENT WITH GRAY-BOWEN-SCOTT FOR PROJECT MANAGEMENT SERVICES THROUGH THE END OF FY 2022/23 FOR THE REPLACEMENT OF THE SAN PABLO AVENUE BRIDGE OVER BNSF RAILOROAD (CIP PROJECT # RO1710) IN AN AMOUNT TO EXCEED $164,500

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; and

WHEREAS, with support from Gray-Bowen-Scott, the City submitted an application to the California Department of Transportation (Caltrans) to seek funding from the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) for the replacement of this regional asset; and

WHEREAS, the State programmed funding in the current HBP and committed to providing $790,573 in grant funds for the preliminary engineering (PE) phase; and

WHEREAS, the HBP contributes 88.53% of the project cost and the remaining 11.47% is the local share; and

WHEREAS, the City secured $387,000 in grant funds from Contra Costa Transportation Authority (CCTA) for the design, right-of-way, and environmental clearance for the project; and

WHEREAS, on June 6, 2017, the City Council approved a Consulting Services Agreement with Gray-Bowen-Scott for project management services for the replacement of the San Pablo bridge over BNSF Railroad (Bridge Project) in an amount not to exceed $45,000; and

WHEREAS, the scope of work of the original agreement with Gray-Bowen-Scott included preparation of a grant application and request for proposals (RFP) in accordance with the State Local Assistance Program procurement process to seek a qualified firm to complete the PE phase; and

WHEREAS, with the help of Gray Bowen Scott and following the Caltrans Local Assistance Guidelines, the City released a RFP for PE for the replacement of the San Pablo Avenue bridge over BNSF Railroad; and

WHEREAS, on April 3, 2018, the City Council approved an amendment to the Consulting Services Agreement with Gray-Bowen-Scott for continued support with the RFP process and assistance in the project management support role for an additional $170,000 in an amount not to exceed the total budget of $215,000; and

WHEREAS, Gray-Bowen-Scott is experienced in navigating the complex State funding processes which are time consuming and require strict adherence to time sensitive deadlines; and

WHEREAS, the City has relied on Gray-Bowen-Scott to work closely with City staff to advance the Bridge Project; and

WHEREAS, a contract amendment for continued project management support from Gray-Bowen-Scott through the end of FY 2022/23 will allow the City to be better positioned to respond to grant solicitations and secure the funding required to complete all phases of the Bridge Project from Caltrans and other funding partners; and

WHEREAS, project management support also includes grant administration and compliance; and

WHEREAS, City staff will rely on Gray-Bowen-Scott to advise, assist, and manage issues that affect the delivery of the project which includes management of project scope, cost, and schedule

WHEREAS, Gray-Bowen-Scott has identified a budget of $164,500 to provide approximately 560 hours of time and materials for continued project management services for the Bridge Project through the end of FY 2022/23; and

WHEREAS, the City will need to increase Gray-Bowen-Scott's scope of work by an additional $164,500 for a total amount not to exceed $379,500; and

WHEREAS, the initial $45,000 of Gray-Bowen-Scott contract was funded with City funds as previously approved; and

WHEREAS, the City will seek reimbursement from CCTA for the remainder $334,500 for project management efforts.

NOW THERFORE BE IT RESOLVED that the City Council of the City of Pinole hereby approves and authorizes the City Manager to execute an amendment, in a form approved by the City Attorney, to the Consulting Services Agreement with Gray-Bowen-Scott for project management services through the end of FY 2022/23 for the replacement of the San Pablo Avenue Bridge over BNSF Railroad (CIP Project # RO1710) in an amount not to exceed $164,500.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of July 2021 by the following vote:

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

Return to Agenda

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 6th day of July 2021.

_____
Heather Iopu, CMC
City Clerk

ATTACHMENT B

GRAY • BOWEN • SCOTT

May 25, 2021

Ms. Tamara Miller, City Engineer
City of Pinole
2131 Pear Street
Pinole, CA 94564

RE: Project Management and Delivery Services Contract Amendment
San Pablo Avenue Bridge over BNSF Railroad Project

Dear Ms. Miller:

We have enjoyed working with you on the San Pablo Avenue Bridge over BNSF Railroad Project (Project) to advance the project into the environmental & preliminary engineering phase. At your request, Gray-Bowen-Scott is pleased to furnish you with this proposal to amend the project management and delivery professional services scope to assist the City of Pinole (City) to provide additional assistance through the end of fiscal year 2022/2023.

Gray-Bowen-Scott provides a unique blend of transportation consulting and strategic project planning services to a variety of public and private clients. Our understanding of the Caltrans project development process allows us to assist our clients with challenging transportation projects and issues. We assist our clients with the complex and often confusing Caltrans project development process, as well as project funding, programming, and implementation issues. Our staff is experienced in working with local government to seamlessly support and supplement your staff and assist with the day-to-day tasks needed to deliver your transportation project.

What separates Gray-Bowen-Scott from other engineering firms is our focus on the project approval/delivery process. We help our public and private clients secure what they really want and need – project definition, funding, and approvals. Our office has strong working relationships with Caltrans, as well as the California Transportation Commission (CTC), the Federal Highway Administration (FHWA) and the Contra Costa Transportation Authority. We have had considerable success with delivering projects in partnership with local agencies.

Attached is our proposed scope of work amendment. Gray-Bowen-Scott proposes an amendment to our budget in the amount of $164,500, for a revised total budget of $379,500 (including $215,000 in two previous contracts). The amended scope is estimated to provide approximately 560 hours of time and materials services to the City for required services through the end of FY 2022 / 2023. We will invoice monthly on a time and expense basis per

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our fee schedule (attached). Depending on the status of the work completed through the 2022/2023 fiscal year, we can provide a scope and budget for additional project development and staff support services at a future time as required.

I will be the principal in charge. Chris Doerksen will be Gray-Bowen-Scott's Project Manager. Terry Bowen, who has over 30 years of project delivery experience through the Caltrans Local Assistance process will provide project support as needed. Margaret Strubel will assist with completing tracking and submittal requirements.

If you have any questions or would like any additional information, please do not hesitate to call me at (925) 937-0980 extension 215. Thank you for the opportunity to present this proposal. We look forward to working with you and will commence work upon authorization to proceed.

Very truly yours,

Matt Todd
Senior Project Manager

Attachment:

- Project Scope of Services and Cost Proposal

Return to Agenda

EXHIBIT A
Scope of Services
City of Pinole
San Pablo Avenue Bridge over BNSF Railroad Project
Project Management and Delivery Services

Consultant will provide Project Management and Delivery Services for the City of Pinole to support the delivery of the San Pablo Avenue Bridge over BNSF Railroad Project (Project). The scope of services is further detailed below by task.

In this role, Consultant's duties may include but not be limited to:

- Assist City staff and/or provide direct management of the Project scope, cost, and schedule.
- Assist City staff and/or serve as the City's agent for project delivery issues with the City's partners, stakeholders and consultants as requested.

Consultant's Project Management Support for Project activities may include:

1. Assist with Coordination, Processing and Approvals with Funding Partners

   Under this task, Consultant will support City in working with agencies such as Caltrans, CTC, Federal agencies, CCTA, WCCTAC, and MTC to meet federal, state, and local requirements on the project.

   Items with this task include, but are not limited to:
   - Representing the interests of the City
   - Facilitating the CCTA and State review and decision-making process
   - Clarifying and confirming deadlines and requirements for grant funding
   - Structuring periodic meetings between executive management staff of funding agencies and City to facilitate joint decisions on policy level issues such as funding strategies and programming options.
   - Provide high level coordination w/ agencies including Caltrans, CCTA, and MTC on an as needed basis.

2. Funding Plan

   Consultant will support City and project team members in structuring capital and support cost estimate for the Project.

   Consultant will support the City in developing a detailed plan that optimizes the use of the fund sources and addresses match requirements of the federal grants while optimizing other grants and the City’s resources.

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3. Grant Administration and Compliance

Consultant will assist in preparing documents required by agencies such as Caltrans and CCTA. Following submittal of the package(s), Consultant will coordinate with the appropriate agencies such as Caltrans Local Assistance (District and HQ) and CCTA.

Items with this task include, but are not limited to:

- Preparation of Request for Authorization material to Caltrans
- Preparation of appropriation request material to CCTA
- Facilitating fund transfer agreement between the City and Caltrans
- Supporting the City in addressing and complying with grant requirements (i.e., imposed by Caltrans Audits and Investigations)
- Development of the grant reporting requirements (i.e., Contract Award Package to Caltrans, closeout of elements of the project)

4. Project Delivery Support

Consultant shall advise, assist, and support City staff to manage issues that affect and deliver the project.

Items with this task could include, but are not limited to:

- Providing direct management of the Project scope, cost, and schedule.
- Participating in project development team meetings with City staff (including representing City staff if they are not able to attend) and / or other consultants. Identifying and defining project issues and decisions needed so the Project may proceed in a timely manner, advising City and defining strategy for addressing project delivery issues.
    - This may include advance coordination with meeting participants to ensure the appropriate people will participate in meetings and are prepared to render project decisions or provide direction.
    - This may include preparing for and leading/facilitating team meetings with City and consultants, preparing and submitting correspondence and memos (including meeting minutes).
- Manage process to confirm permits needed, manage efforts of City environmental and design consultant(s), and ascertain feasibility of securing permits within project schedule and grant deadlines.
- Facilitate the establishment of an appropriate management and communication structure for City, Project Team consultants and other partners (i.e., Caltrans).
- Monitor project development costs and assist City in administering consultant contracts.
- Interface with Caltrans staff to assure format consistency of submittals to Caltrans.
- Prepare a matrix identifying grant compliance requirements.

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- Maintain grant source documents and consolidate documents needed for the federal single audit and other reporting needs.
- Review documents for federally funded contracts for conformance with federal procurement requirements.
- Other tasks as requested by City such as post construction contract award reporting requirements.

5. Other and/or Unanticipated Tasks

   Consultant, when authorized by City, shall perform tasks not specifically identified above. Examples could include but are not limited to: advise and assist City on issues that affect the delivery and schedule of the project, facilitating City's compliance with Federal regulations such as Annual DBE reporting, ensuring City's Quality Assurance Plan is current, and assisting City in advertising the Project and retention of additional consultant resources in a manner that qualifies the City for grant reimbursement.

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Gray Bowen Scott Cost Proposal
City of Pinole
San Pablo Avenue Bridge over BNSF Railroad Project
Project Management and Delivery Services - Amendment

PPREVIOUS CONTRACT TOTALS	***June 2017 to May 2021***	***$ 215,000.00***

AMENDMENT REQUEST

	Senior Advisor *Terry Bowen*	Senior Project Manager *Matthew Todd*	Project Manager *Chris Doerksen*	Project Analyst *Margaret Strubel*	**Total Estimated Hours**	**Total Estimated Cost**
	$ 380	$ 315	$ 245	$ 160		
TOTAL ESTIMATED HOURS	20	209	330	48	607	
Other Direct Expenses						$ 2,500
TOTALS	**$ 7,600**	**$ 65,772**	**$ 80,850**	**$ 7,680**		**$ 164,500**

PROPOSED TOTAL CONTRACT THROUGH JUNE 2023	**$ 379,500.00**

May 25, 2021

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CITY COUNCIL REPORT

8A

DATE: **JULY 6, 2021**

TO: **MAYOR AND COUNCILMEMBERS**

FROM: **HECTOR DE LA ROSA, ASSISTANT CITY MANAGER**

SUBJECT: **APPROVE THE COMPREHENSIVE DESIGN REVIEW (DR 21-05) AND CEQA DETERMINATION AND A DISPOSITION AND DEVELOPMENT AGREEMENT, LOAN AGREEMENT AND REGULATORY AGREEMENT BETWEEN THE CITY OF PINOLE AND SATELLITE AFFORDABLE HOUSING ASSOCIATES FOR THE DEVELOPMENT OF THIRTY THREE AFFORDABLE UNITS AT 811 SAN PABLO AVENUE.**

RECOMMENDATION

It is recommended that the City Council approve the following resolution involving the approval process for the development project located at 811 San Pablo Avenue by Satellite Affordable Housing Associated (SAHA):

1. Approve the Design Review (Dr 21-05) to construct 33 Affordable Housing Units and make site improvements, located at 811 San Pablo Avenue (APN – 402-166-030) and making certain CEQA Findings; and

2. Approving and Authorizing the City Manager to execute a Disposition and Development Agreement, Loan Agreement and Regulatory Agreement between the City of Pinole and Satellite Affordable Housing Associates.

BACKGROUND

The City of Pinole ("City") is the Housing Successor ("Housing Successor") to the former Pinole Redevelopment Agency ("Former Agency"). Following the statewide dissolution of California redevelopment agencies in 2012, the Former Agency transferred a 0.60-acre vacant lot at 811 San Pablo Avenue ("Site") to the Housing Successor. State law requires the Site to be sold or developed with affordable housing by February 15, 2023. Additionally, the City also has over $2 million in Low- and Moderate-Income Housing Asset Funds ("Housing Asset Funds") that must be spent on affordable housing development.

The City issued a Request for Proposals ("RFP") in January 2020 to develop the Site with Housing Asset Fund assistance. The RFP stated a preference for housing that serves veterans based in prior direction from City Council. The City received two proposals by the April 30, 2020 deadline from: 1) Satellite Affordable Housing Associates ("SAHA") and 2) Power Community Development Systems, Inc. ("PCDSI"). SAHA submitted a detailed proposal that met all RFP requirements.

After conducting a detailed review of SAHA's qualifications and proposed development, on August 18, 2020 the City Council approved an Exclusive Negotiating Agreement (ENA) that will give SAHA exclusive negotiating rights to negotiate Disposition Agreements.

REVIEW AND ANALYSIS

The City and SAHA have agreed to a Disposition and Development Agreement (DDA) which outlines the terms and conditions under which the City will transfer the 811 San Pablo Avenue to the Developer and the Developer will develop, construct, own and operate a three-story, 33-unit affordable housing complex that serves veterans ("Project"). The building will include 1 studio, 26 one-bedroom, and 5 two-bedroom units affordable to extremely low to low-income residents. One unit will be reserved for an on-site manager. If the DDA is approved, SAHA will apply for California Department of Housing and Community Development (HCD) Veterans Housing and Homelessness Prevention Program (VHHP) funding in mid-July, which would restrict units for veteran housing.

Other proposed funding sources include Federal and State Low Income Housing Tax Credit equity, HCD funding programs, a $3,180,000 loan from the City of Pinole, and Contra Costa County HOME funds. The City loan includes two components.

- $1,180,000 Purchase Loan: The City will sell 811 San Pablo Avenue to SAHA for a purchase price of $1,180,000 (the appraised value). The purchase is funded by the Purchase Loan; and
- $2,000,000 Construction Loan: The City will provide a loan to help fund construction of the affordable units from the City's Low- and Moderate-Income Housing funds.

Both the Site and Housing Asset Funds are restricted for developing affordable housing by State law. The loans may be repaid from residual receipts and have a 55-year term.

Additionally, the proposed Project would help fulfill the City's Regional Housing Needs Allocation ("RHNA"). The City has a remaining need for 274 housing units (80 very low, 48 low, 42 moderate, and 104 above moderate income). The Project would provide extremely low, very low, and low-income units.

Planning Commission – Design Review

As a condition of the DDA, SAHA is required to complete the design review, environmental process, and enter into an Affordable Housing Agreement for their project. SAHA submitted a Comprehensive Design Review and Notice of Exemption application on February 26, 2021.

On May 12, 2021, the Planning Commission Ad-hoc Design Review Committee reviewed this project. The Ad-hoc Committee had concerns with the parking aspect of the project. The Sub-Committee felt that the proposed 16 stalls for 33 units was insufficient and discussed requiring additional parking spaces to the property.

On June 28, 2021, the Planning Commission reviewed SAHA's Comprehensive Design Review and CEQA Determination and found that the use and sale of the property conformed to the General Plan. The Planning Commission also discussed the design of the building and raised concerns regarding the lack of parking spaces. Following discussion, the Planning Commission voted 5-1 (Commissioner Kurrent voted no) to recommend that the City Council approve the CEQA determination, and the Design Review as submitted. Additionally, the Planning Commission requested the Project Applicant to try and come up with additional parking spaces on site.

In accordance with Section 17.10.060, (1) When a proposed project requires more than one (1) permit with more than one (1) approving authority, all project permits shall be processed concurrently, and final action shall be taken by the highest-level designated approving authority for all such requested permits. In this case, the City is requiring that SAHA enter into an Affordable Housing Agreement, which requires Council approved per Section 17.32.050(D) of the City of Pinole's Municipal Code. As such, the Planning Commission advanced the approval of the Design Review and CEQA determination to the City Council for approved.

Disposition and Development Agreement & Affordable Housing Agreement

The DDA deal points have been negotiated and are now in a form for City Council consideration. The DDA has been drafted with the following key points:

- Article I (Close of Escrow) - Escrow will close on the Property shall occur no later than one hundred eighty or one hundred ninety-four (180 or 194) calendar days after the award to the Developer of a nine percent (9%) tax credit or a four percent (4%) tax credit
- Article I (Term) - The Term of the DDA shall be one (1) year after the issuance of the Certificate of Occupancy.
- Section 2.1B (Exhibit F) – Established a Schedule of Performance matters that must be met prior to the sale of the Property.

- Section 2.2 (A)3 - Allows SAHA until through December 31, 2024 to receive an allocation of tax credits. If no alternative arrangement for the development of the site is agreed up, the DDA may be terminated.
- Section 2.2(G) - Allows the parties to Terminate the Agreement if the conditions in Section 2.2 (Financing of the Project) are not satisfied.
- Section 3.1 - Developer agrees to construct the Project utilizing 100% electrical appliances including heating and cooling, water heating and clothes dryers.
- Section 4.8B (Exhibit D) - Requires SAHA to enter into an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants which would require that a certain percentage of the units be restricted for affordability for 55 years.
- Section 5.1 - City agrees to provide SAHA with purchase loan note for 811 San Pablo Avenue in the amount of One Million One Hundred Eighty Thousand Dollars ($1,180,000) from the City.
- Section 5.2 - City will provide SAHA with a Construction Loan of Two Million Dollars ($2,000,000) from the Affordable Housing Fund.
- Section 5.3 - Interest and interest payments on the Purchase and Construction note will be repaid from residual receipts.
- Section 7.2 - Restricts SAHA from transferring or selling the project to another developer prior to its completion without the City's consent.
- Section 8.1 (Termination without Fault) – Establishes occurrences which the City or SAHA may terminate the agreement without fault.

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

Staff recommends that City Council approve the Disposition and Development Agreement for the development of affordable veteran housing at 811 San Pablo Avenue and authorize the City Manager to execute the Disposition and Development Agreement and associated documents.

FISCAL IMPACT

The Housing Successor Agency is providing a loan to SAHA in the amount of $3,180,000 ($1,180,000 land sale funded by the Purchase Loan and $2,000,000 Construction Loan funded by Housing Asset Funds) to be repaid from residual receipts over a 55-year term.

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Additionally, there will be some cost associated with the City Attorney's and staff's time in the negotiation and development of the Disposition and Development Agreement, which can be paid from the Housing Successor Fund. Council previously approved an agreement with RSG, Inc. for their services in reviewing SAHA's proposal.

ATTACHMENTS

A Resolution(s)
B Disposition and Development Agreement
C Staff report to the Planning Commission dated June 28, 2021

3799443.1

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ATTACHMENT A

RESOLUTION NO. 2021-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE RECOMMENDING APPROVAL OF THE DESIGN REVIEW (DR 21-05) TO CONSTRUCT 33 AFFORDABLE HOUSING UNITS AND MAKE SITE IMPROVEMENTS, LOCATED AT 811 SAN PABLO AVENUE (APN – 402-166-030) AND MAKING CERTAIN CEQA FINDINGS

WHEREAS, Satellite Affordable Housing Associates ("Developer") filed an application with the City of Pinole for a Comprehensive Design Review, for the purpose of constructing 33 affordable housing units and in accordance with Title 17, of the Pinole Municipal Code; and

WHEREAS, the Project site is located on the south side of San Pablo Ave approximately 200 feet west of Meadow Avenue (APN: 402-166-030); and

WHEREAS, the site has General Plan Land Use Designation of MUSA, Mixed-Use Sub-Area, a Specific Land Use Designation of Mixed Use, and a zoning of CMU, Commercial Mixed Use, and development; and

WHEREAS, the Developer has proposed 100% affordability for the units and has requested a density bonus as permitted by State Law, including a request for three (3) concessions/waivers; and

WHEREAS, the project will be subject to a Disposition Development Agreement which is before the City Council for approval at this meeting; and

WHEREAS, as required by Chapter 17.32 of the Pinole Zoning Ordinance the applicant is required to enter into an Affordable Housing Agreement for the inclusionary housing requirement; and

WHEREAS, the City Council shall serve as the authority to approve the entitlement requests, since at least one entitlement request associated with the project requires City Council approval and project permits, consideration shall be taken by the highest-level designated approving authority under Section 17.10.060 of the Pinole Municipal Code; and

WHEREAS, in compliance with California Environmental Quality Act (CEQA), the City prepared a Notice of Exemption pursuant to Section 15332, Infill Development Project, Government Code 65457, and CEQA Section 15182 Specific Plan Consistency, which is hereby incorporated by reference; and

WHEREAS, a notice of public hearing was distributed to all property owners within 1,000 feet of the project site and a notice was published in the June 25, 2021 edition of the West County Times; and

WHEREAS, the Planning Commission 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.

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ATTACHMENT A

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 hereby approves DR 21-05 subject to the Conditions of Approval, applicable to the project, and determines that the project is consistent with the following findings and other considerations, as provided in the Staff Report dated June 28, 2021 to Planning Commission and hereby incorporated by reference:

Findings

1. The proposed project is consistent with the objectives of the general plan and complies with applicable zoning regulations, planned development, master plan or specific plan provisions, improvement standards, and other applicable standards and regulations adopted by the city.

2. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

3. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans; and

4. Qualifying single-family residential, multi-family residential, and residential mixed-use projects shall comply with all relevant standards and guidelines in the city's currently adopted design guidelines for residential development.

Other Consideration in accordance with PMC Section 17.12.150 (H):

1. Considerations relating to site layout, the orientation and location of building, signs, other structures, open spaces, landscaping, and other development features in relation to the physical characteristics, zoning, land use of the site and surrounding properties have been made.

2. Considerations relating to traffic, safety, and traffic congestion, including the effect of the development plan on traffic conditions on abutting streets, the layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways, the adequacy of off-street parking facilities to prevent traffic congestion, and the circulation patterns within the boundaries of the development have been made.

3. Considerations necessary to ensure that the proposed development is consistent with the general plan and all applicable specific plans or other city plans, including, but not limited to, the density of the residential units have been made.

4. Considerations relating to the availability of city services, including but not limited to, water, sewer, drainage, police and fire, and whether such services are adequate based on upon city standards have been made.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pinole hereby recommends that the City Council find the approval of DR 21-05 and the sale of 811 San Pablo

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ATTACHMENT A

categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Infill Development Project, Government Code 65457 and CEQA Guidelines Section 15182 Specific Plan Consistency, as set forth in the notice of exemption on file with the City Clerk and incorporated herein by reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of July, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 6th day of July, 2021.

_____
Heather Iopu, CMC
City Clerk

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ATTACHMENT A

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PINOLE AND SATELLITE AFFORDABLE HOUSING ASSOCIATES FOR THE DEVELOPMENT OF THIRTY-THREE AFFORDABLE HOUSING UNITS AT 811 SAN PABLO AVENUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DISPOSITION AND DEVELOPMENT AGREEMENT AND A LOAN AGREEMENT AND REGULATORY AGREEMENT RELATED THERETO

WHEREAS, the City of Pinole (the "**City**") is the owner of certain property located at 811 San Pablo Ave. in the City, known as County Assessor's Parcel Number 402-166-030(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 Satellite Affordable Housing Associates (the "**Developer**") for construction of thirty-three (33) residential rental units (the "**Project**"); and

WHEREAS, The Property was appraised by Thomas E. Dum on December 17, 2020 at a market value of One Million One Hundred Eighty Thousand Dollars ($1,180,000) (the "**Purchase Price**"); and

WHEREAS, the City has agreed to provide a loan in the amount of the Purchase Price to Developer in the form of a residual receipts loan (the "**Purchase Loan**"); and

WHEREAS, the City has also agreed to provide a loan in the amount of Two Million Dollars ($2,000,000) (the "**Construction Loan**") to the Developer to assist with costs related to the construction of the Project; and

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ATTACHMENT A

WHEREAS, the Purchase Loan and the Construction Loan will be provided pursuant to a loan agreement (the "**Loan Agreement**") to be entered into between the Parties, which will be secured by a deed of trust (the "**Deed of Trust**") executed by Developer as trustor for the benefit of the City and recorded in the official records of Contra Costa County (the "**Official Records**")

WHEREAS, the City and the Buyer have negotiated a Disposition and Development Agreement (the "**DDA**"), 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 Developer; 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**"), which will restrict certain units in the Project to extremely-low and low-income households for a minimum of fifty-five years; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Disposition and Development Agreement and believes that the sale of the Property pursuant to the Disposition and Development 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 Disposition and Development Agreement, substantially in the form on file with the City Clerk and attached hereto as Exhibit A.

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

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

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ATTACHMENT A

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of July, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 6th day of July, 2021.

_____

Heather Iopu, CMC
City Clerk

3799446.1

ATTACHMENT B

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PINOLE

AND

SATELLITE AFFORDABLE HOUSING ASSOCIATES

Dated July ___, 2021

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ATTACHMENT B

DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PINOLE
AND SATELLITE AFFORDABLE HOUSING ASSOCIATES

This **DISPOSITION AND DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into as of July ___, 2021 (the "**Effective Date**") by and between the City of Pinole, a California municipal corporation (the "**City**") and Satellite Affordable Housing Associates, a California nonprofit public benefit corporation (the "**Developer**"). The City and the Developer are each referred to as a "**Party**" and collectively referred to herein as the "**Parties**." Capitalized terms have the definitions set forth in Article I or as otherwise set forth herein.

RECITALS

A. The City is the owner of certain property (the "**Property**") located at 811 San Pablo Ave. in the City of Pinole, California, known as County Assessor's Parcel Number 402-166-030, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property was originally purchased by the Redevelopment Agency of the City of Pinole (the "**Former Agency**") with funds from the Former Agency's low- and moderate-income housing fund.

C. On June 29, 2011 the legislature of the State of California adopted Assembly Bill x1 26 (as amended by AB 1484 and SB 107, the "**Dissolution Law**"), which amended provisions of the redevelopment law.

D. Pursuant to the Dissolution Law the Agency was dissolved on February 1, 2012 and the housing assets owned by the Former Agency were transferred to the City as housing successor to the Former Agency.

E. At the direction of the City Council, the City and the Developer have entered into negotiations pursuant to which the Developer will develop, construct, own and operate a Thirty-Three (33) unit affordable rental apartment project affordable to households earning sixty percent (60%) or less of area median income (the "**Project**").

F. The Property was appraised by Thomas E. Dum on December 17, 2020 at a market value of One Million One Hundred Eighty Thousand Dollars ($1,180,000) (the "**Purchase Price**").

G. The City has agreed to provide a loan in the amount of the Purchase Price to Developer in the form of a residual receipts loan (the "**Purchase Loan**").

H. The City has also agreed to provide a loan in the amount of Two Million Dollars ($2,000,000) (the "**Construction Loan**") to the Developer to assist with costs related to the construction of the Project.

I. The Purchase Loan and the Construction Loan will be provided pursuant to a loan agreement (the "**Loan Agreement**"), substantially in the form attached as Exhibit B, to be entered into between the Parties, which will be secured by a deed of trust (the "**Deed of Trust**"), substantially in the form attached as Exhibit C, executed by Developer as trustor for the benefit of the City and recorded in the official records of Contra Costa County (the "**Official Records**").

J. Pursuant to this Agreement, the Developer will also enter into an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants with the City (the "**Regulatory Agreement**," substantially in the form attached as Exhibit D, and together with this Agreement, the Loan Agreement and the Deed of Trust, the "**City Documents**") that will restrict the rent to an affordable cost on certain units located in the Project.

K. The purpose of this Agreement is to provide the terms and conditions under which the City will transfer the Property to the Developer and the Developer will develop, construct, own and operate the Project thereon.

L. The City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*., hereinafter "**CEQA**"), the required analysis of the environmental effects that would be caused by the Project and has determined that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15332, and that none of the exceptions to this exemption specified in CEQA Guidelines section 15300.2 are applicable to the Project.

M. The City Council has approved the disposition of the Property, subject to the terms and conditions set forth this Agreement.

N. The City has concluded that the Developer has the necessary expertise, skill and ability to carry out the commitments contained in this Agreement and that the development of the Property pursuant to this Agreement will further the goals of the City by providing affordable housing in the City.

ARTICLE I
DEFINITIONS

As used in this Agreement, the terms set forth herein have the following meanings:

"**CEQA**" means the California Environmental Quality Act, Sections 21000 et seq. of the Public Resources Code and the CEQA Guidelines set forth at 14 California Code of Regulations Sections 15000 et seq.

"**Certificate of Occupancy**" is defined in Section 3.14 of this Agreement.

"**City**" means the City of Pinole, California, a municipal corporation, organized under the laws of the State of California.

"**City Documents**" means this Agreement, the Loan Agreement, and the Affordable Housing Agreement, all by and between the Parties.

"**City Manager**" means the City Manager of the City.

"**Close of Escrow**" means the date, which date shall occur no later than one hundred eighty or one hundred ninety four (180 or 194) calendar days (or such later date approved by the California Tax Credit Allocation Committee) after the award to the Developer of a nine percent (9%) tax credit preliminary reservation or a four percent (4%) tax credit preliminary reservation, as determined by the awarding agency, on which the Grant Deed transferring rights to the Property from the City to the Developer is recorded in accordance with the provisions of this Agreement, or such later date as authorized by the City Manager.

"**Construction Cost**" means the total construction contract amount for construction of the Project.

"**Construction Loan**" means the Two Million Dollar ($2,000,000) loan to be provided to the Developer from low- and moderate-income funds held by the City.

"**Deed of Trust**" means that certain deed of trust executed by the Developer for the benefit of the City securing the Construction Loan and the Purchase Loan.

"**Developer**" means Satellite Affordable Housing Associates, having its offices at 1835 Alcatraz Ave., Berkeley, CA 94703, and any permitted nominee, assignee or successor in interest pursuant to this Agreement.

"**Effective Date**" means the date of this Agreement.

"**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by the Developer or the City.

"**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

"**Financing Plan**" means the Developer's plan for financing the construction and operation of the Project on the Property including all commitments from lenders and equity partners as submitted by the Developer and reviewed and approved by the City pursuant to the terms of Section 2.2.A.2 of this Agreement.

"**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos;

(4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

"**HCD**" means the California Department of Housing and Community Development.

"**Improvements**" means: (i) a thirty-three (33) unit affordable rental housing project consisting of studio, one, and two-bedroom units, (ii) one (1) manager unit, and (iii) on-site parking spaces.

"**Preliminary Site Plan**" is defined in Section 2.1C of this Agreement.

"**Project**" means the development and construction of the Improvements on the Property in one or more phases in accordance with the terms of this Agreement.

"**Property**" is defined in Recital A to this Agreement.

"**Purchase Loan**" mean the loan in the amount of One Million One Hundred Eighty Thousand Dollars ($1,180,000) from the City to the Developer for the purchase of the Property.

"**Regulatory Agreement**" is defined in Section 4.8.

"**Schedule of Performance**" means the timeline for the Project attached hereto as Exhibit F.

"**Scope of Development**" means the description of the Project and the conditions imposed on the construction of the Project as described in Exhibit E.

"**Term**" means one (1) year after issuance of the Certificate of Occupancy.

ARTICLE II
PROPERTY

2.1 Obligations of the Parties.

A. Developer Representations and Warranties. The Developer represents and warrants to the City as follows, and the Developer covenants that until expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the representations and warranties in this Section 2.1.A not to be true, the Developer shall immediately give written notice of such fact or condition to the City.

1. The Developer is a nonprofit public benefit corporation in good standing under the laws of the State of California. The Developer has full right, power and authority to undertake all obligations of the Developer as provided herein, and the execution, performance and delivery of this Agreement by the Developer has been duly authorized by all requisite actions. The Developer has duly authorized, executed and delivered this Agreement and the Developer has or will authorize, execute and deliver, within the times set forth therefor in the Schedule of Performance attached hereto as Exhibit F and incorporated herein by this reference, any and all other mutually acceptable agreements and documents required to be authorized, executed and delivered by the Developer in order to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes a valid and binding obligation of the Developer.

2. The Developer does not have any contingent financial obligations or any contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

3. There are no pending or, so far as is known to the Developer, threatened, legal proceedings to which the Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed in the documents submitted to the City which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

4. Except as otherwise disclosed to the City in writing, there is no action or proceeding pending or, to the Developer's best knowledge, threatened, looking toward the

dissolution or liquidation of the Developer, and there is no action or proceeding pending or, to the Developer's best knowledge, threatened by or against the Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Developer to carry out its obligations hereunder.

5. The Developer is not subject to or a party named in any bankruptcy proceeding.

B. Conditions Precedent. As a condition precedent to the sale by the City of the Property to the Developer, the conditions set forth in this Article II must first be met within the times set forth in the Schedule of Performance, attached hereto as Exhibit F, unless such time limit is extended (i) in accordance with the provisions of Section 9.7, or (ii) in accordance with the provisions of Section 3.18, or (iii) in writing by the City at the discretion of its City Manager.

Should the Developer fail to meet any predisposition requirement by the dates set forth in the Schedule of Performance, subject to the Developer's right to cure as described in Section 8.3 and subject to enforced delays as defined in Section 9.7, the City shall have the option, but not the obligation, to terminate this Agreement and neither party shall have any further rights or obligations hereunder, except as otherwise provided for in this Agreement.

C. Scope of Development and Preliminary Site Plan. Prior to the City's consideration of this Agreement, the Developer submitted to the City a proposed Scope of Development for the Project. The Scope of Development is described in Exhibit E attached hereto, and includes the construction of the Improvements. The preliminary site plan for the Project (the "**Preliminary Site Plan**") is attached hereto as Exhibit G, and shows the general location of the Improvements, including the location of the residential units, parking, open space, common areas, and sidewalks. The Parties understand that the Preliminary Site Plan shall be revised from time to time to take into consideration factors such as but not limited to, mitigation requirements of CEQA, if any, site constraints, funding requirements or "points" to make the Project more competitive, and financing. Each such revision, if any, shall be subject to the City's written approval.

D. Approvals; Permit Costs. The Developer shall, in good faith and with due diligence, take all commercially reasonable necessary steps to ensure that the construction activities will not be delayed and will proceed pursuant to the Schedule of Performance, subject

to Section 9.7. Necessary steps shall include, at a minimum, the timely submission of all documents, drawings and other information necessary for the issuance of all required building permits and other approvals necessary for construction of the Project.

E. Easements. The Developer hereby agrees to execute all appropriate documents providing for the recordation of easement agreements determined to be reasonably necessary by Developer and the City, at no cost to the City, for the public improvements to be constructed.

2.2 Disposition of the Property.

A. City Pre-Disposition Requirements. The provisions of this Section 2.2 set forth the conditions precedent to the City's obligation to sell the Property to the Developer.

1. No Default. There are no conditions, event or act which would constitute a breach or default under this Agreement or any other City document, or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

2. Preliminary Financing Plan and Financing Plan.

a. Within thirty (30) calendar days of the Effective Date, the Developer shall submit to the City for its review and approval its preliminary plan for the construction and permanent financing of the Project (the "**Preliminary Financing Plan**"). The Preliminary Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of Project development, including, without limitation, hard and soft construction costs, and shall include development and operating proformas which set out in detail the Developer's preliminary plan for financing the cost of development, construction and operation of the Project. The Parties acknowledge that the Preliminary Financing Plan is subject to change from time to time based on the funding sources, Project costs and other factors. Each such revision to the Preliminary Financing Plan shall be subject to City review and approval.

b. Prior to the conveyance of the Property, the Financing Plan shall indicate all sources of funds necessary to pay, when due, the estimated costs of Project development, including, without limitation, hard and soft construction costs, and shall be accompanied by evidence that such funds have been firmly committed by the Developer, equity investors or lending institutions, subject only to commercially reasonable conditions. The

Financing Plan shall include development and operating proformas which set out in detail the Developer's plan for financing the cost of development, construction and operation of the Project.

City staff shall promptly review the proposed Preliminary Financing Plan, revisions, and Financing Plan, and acting through the City Manager, the City shall approve such plan in writing within thirty (30) business days following receipt provided that the plan conforms to the requirements of this Article II and the City agrees such approval shall not be unreasonably withheld. If the City does not approve the Preliminary or final Financing Plan, the City shall set forth its objections in writing and notify the Developer of the reasons for its disapproval. The Developer shall thereafter submit a revised Preliminary or final Financing Plan that addresses the reasons for disapproval, and the City shall grant the Developer a reasonable extension of the time deadlines set forth in this Agreement as required to restructure the Preliminary or final Financing Plan. The City's approval of the final Financing Plan shall be a condition precedent to the City's obligation to convey the Property to the Developer. The City's approval shall not be unreasonably withheld or delayed. The City shall not have to right to withhold or delay its approval of the final Financing Plan as long as the final plan is consistent with the approved Preliminary Financing Plan.

If the Preliminary Financing Plan is not approved by the City in accordance with the terms of this Section 2.2, the City shall have the right , but not the obligation, to terminate this Agreement pursuant to the terms of Section 7.1.

3. Tax Credit Financing. The Developer anticipates that it will submit an application to the California Tax Credit Allocation Committee ("**TCAC**") for a preliminary tax credit reservation once all other local and State funding necessary to construct the Project has been committed. Upon award of a preliminary reservation from TCAC, the Developer shall exercise diligent good faith efforts to obtain a funding commitment from a reputable equity investor. Procurement of a TCAC preliminary reservation and an acceptable funding commitment from equity investors for the Project shall be conditions precedent to the City's obligation to convey the Property to the Developer.

If the Developer does not receive an allocation of tax credits by December 31, 2024, the City shall confer with the Developer in good faith for a period not to exceed ninety (90) calendar days (commencing on the date the Developer is notified that the Project did not obtain a TCAC commitment) to determine if a feasible and mutually acceptable alternate

arrangement can be made to extend the Agreement; provided however, if the Developer and the City cannot agree on a mutually acceptable alternate arrangement, then either Party shall have the right to terminate this Agreement upon written notice.

Prior to application to TCAC, the Developer shall also apply for all other necessary and available financing listed on the Financing Plan, attached hereto as Exhibit H.

4. Evidence of Availability of Funds. No later than the date shown in the Schedule of Performance, the Developer shall submit to the City evidence reasonably satisfactory to the City that (i) all conditions to the release and expenditure of the initial draw of funds described in the approved Financing Plan as the source of construction financing for the Project have been met or will be met upon conveyance of the Property to the Developer and that such funds will be available upon conveyance of the Property, (ii) all approvals, permits, and authorizations which are conditioned upon conveyance will be received promptly after conveyance, and (iii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon conveyance of the Property to the Developer subject to all lender-required conditions to the release of draws subsequent to the initial draw. Submission by the Developer, and approval by the City, which shall not be unreasonably withheld or delayed, of such evidence of funds availability and evidence of issuance of all required approvals, permits (or permit-ready letters) and authorizations shall be a condition precedent to the City's obligation to convey the Property to the Developer.

5. Execution and Delivery into Escrow. The Developer shall have executed and acknowledged and delivered to the City or into Escrow: (a) the Loan Agreement and any notes related thereto; (b) the Deed of Trust; (c) the Regulatory Agreement; (d) the Closing Costs; and (e) all other instruments and documents required in connection with the transactions contemplated by this Agreement. Copies of all loan documents required by other lenders shall be delivered to the City as soon as practical following closing.

6. Representations. All representations and warranties of the Developer contained herein or certificate delivered in connection with the transaction contemplated by this Agreement shall be true and correct in all material respects as of the Close of Escrow.

7. Authorization. The Developer shall have provided the City with certified copies of resolutions authorizing the Developer's execution of this Agreement (or similar

evidence of the Developer's authority to execute such documents reasonably acceptable to the City) and such additional certificates as the City shall reasonably require.

8. Insurance. The Developer shall have provided satisfactory evidence that the Developer has complied with the Developer's obligations regarding insurance identified in Section 3.9 to the extent such obligations must be satisfied by the Close of Escrow.

9. Land Use Entitlements. The City shall have approved the land use entitlements for the Development and Developer shall have approved the same, including without limitation all terms and conditions applicable thereto

B. Developer Pre-Disposition Requirements. The provisions of this Section 2.2 set forth the conditions precedent to the Developer's obligation to buy the Property from the City.

1. No Default. The City shall not be in default under the terms of this Agreement, and all representations and warranties of the City contained herein shall be true and correct in all material respects.

2. Title Policy. The Title Company (defined below) is prepared to issue to the Developer, at the Developer's cost, a policy of title insurance, insuring Developer's interest in the Property, subject only to (i) applicable building and zoning laws and regulations; (ii) assessments, conditions, covenants, restrictions or easements of record; (iii) utility easements to service the Property which do not interfere with its existing or intended use; (iv) the documents contemplated by this Agreement, including without limitation, the Deed of Trust, the Regulatory Agreement, and (v) such other title exceptions that the Developer shall have approved in its reasonable discretion (collectively, the "**Permitted Exceptions**").

3. Financing Commitments.

a. The Developer has obtained all financing commitments necessary to construct, own and operate the Project, upon terms reasonably acceptable to the Developer, including the Purchase Loan from the City in the amount of One Million One Hundred Eighty Thousand Dollars ($1,180,000) and the Construction Loan in the amount of not to exceed Two Million Dollars ($2,000,000) pursuant to the Loan Agreement, and (i) all conditions to the release and expenditure of the initial draw of funds described in the approved Financing Plan as

the source of construction financing for the Project have been met or will be met upon conveyance of the Property to the Developer and that such funds will be available upon conveyance of the Property, (ii) all approvals permits, and authorizations which are conditioned upon conveyance will be received promptly after conveyance, and (iii) all construction financing (including draws subsequent to the initial draw of funds) will be available upon conveyance of the Property to the Developer subject to all lender-required conditions to the release of draws subsequent to the initial draw.

4. There are no changed conditions with respect to the permitted uses or condition of the Property which materially and adversely affect intended use of the Property or substantially increases the Developer's Project costs.

D. Escrow Opening. No later than thirty (30) business days after the Developer receives all financing necessary for the Project, Developer shall open an escrow account (an "**Escrow Account**") with Old Republic Title Company, located at 555 12th Street, Sruite 2000, Oakland, CA 94607 ("**Escrow Agent**"), to facilitate the transfer of the Property, subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. In the event any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. The Parties acknowledge and agree that the Developer shall utilize the Escrow Account for the Developer's purchase of the Property.

E. Conveyance of Property. The Developer acknowledges and agrees that: (i) no later than ninety (90) calendar days prior to the Close of Escrow, the Developer shall inspect the Property and the improvements located thereon, and shall examine the legal, environmental, zoning, land use, seismic, title, survey and physical characteristics and condition thereof; (ii) by acquiring a fee interest in the Property, the Developer shall be deemed to have approved of all such characteristics and conditions; (iii) the Property and the improvements thereon are to be conveyed to, and accepted by the Developer in their present condition "AS IS," "WHERE IS" AND WITH ALL FAULTS with no warranty expressed or implied regarding the condition of the soil, its geology, or the presence of known or unknown faults or Hazardous Materials, and no patent or latent defect or deficiency in the condition of the Property or the improvements thereon whether or not known or discovered, shall affect the rights of either the City or the Developer hereunder. The Developer shall rely solely upon its own independent investigation concerning

the physical condition of the Property and its compliance with applicable statutes, ordinances, rules and regulations. The City shall have no responsibility for site preparation, demolition, or any other removal or replacement of improvements on the Property. Within ninety (90) calendar days of the Effective Date of this Agreement, the City shall provide copies of any documents in their possession, reports, studies, investigations (environmental or otherwise) and other documents in the possession and control of the City, including all contracts and other documentation in connection with the City's site clearance and demolition work on the Property during the City's ownership of the Property.

It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil conditions of the Property and the suitability of such soil conditions for the construction of the Project by the Developer. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Property in a condition suitable for development of the Property.

F. Costs; Prorations. Each party will pay one-half of escrow fees and recording fees. Developer will pay title insurance and title report costs. The City will pay all governmental conveyance fees and all transfer taxes and pro-rated property taxes (the "**Closing Costs**"). 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 Developer, 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 Developer. City does not pay ad valorum property taxes.

G. Termination. If the conditions to closing set forth in Section 2.2 have not been satisfied or waived by the applicable Party by the Close of Escrow, then either Party which has fully performed under this Agreement may provide written notice to the nonperforming party of such condition and a right to cure, including a right to cure any liens, encumbrances, conditions or other defects on the title that are not Permitted Exceptions. If the nonperforming party fails to cure the condition preventing Close of Escrow by within ten (10) business days following receipt of such notice, then the non-defaulting party may provide written demand for the return of all funds and documents and notice of termination of this Agreement to Escrow Agent with a copy to all Parties in accordance with Section 9.4. Termination of this Agreement pursuant to this

Section 2.2 will be without prejudice as to any legal rights either Party may have against the other arising from this Agreement, including without limitation any rights to specific performance.

H. Other Conditions. The City shall not be liable for any real estate commissions or brokerage fees incurred by the Developer that may arise in connection with this Agreement or the conveyance of the Property.

I. Closing Procedure. Escrow Agent will close escrow for the Property as follows:

1. Record the Regulatory Agreement and the Deed of Trust with instructions for the County Recorder to deliver conformed copies of each such document with recording information indicated thereon to the Developer and to the City;

2. Instruct the Title Company to deliver the Title Policy to the Developer and the City Title Policy to City;

3. Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date and information endorsed thereon.

L. Title Documents/Title Insurance. Within seven (7) business days following the Effective Date, the City shall deliver or cause to be delivered to the Developer a preliminary title report ("**Preliminary Report**") on the Property issued by Old Republic Title Company, or some other title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility ("**Title Company**"), setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting the City's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by the Developer. The Developer shall approve or disapprove each Title Exception within thirty (30) calendar days of the Effective Date. The Developer's failure to object within such period shall be deemed to be an approval of the Title Exceptions.

If the Developer objects or is deemed to have disapproved any Title Exception, the City shall use its best efforts at the City's sole expense to remove from title or otherwise satisfy each such exception no later than Sixty (60) business days after the Developer's written objection and

such satisfaction shall be in a form that is reasonably satisfactory to the Developer. If the City fails to remove or satisfy any Title Exception to the satisfaction of the Developer, the Developer shall have the option, in its sole discretion, to terminate this Agreement or to accept title subject to such exception. In the event the Developer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of the Developer shall be returned to the Developer, and all rights and obligations hereunder shall terminate.

The Developer shall pay for all premiums for title insurance coverage, including, without limitation, charges for special endorsements. The Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Property and the Developer shall pay the entire premium for any such increase in coverage.

2.3 Indemnity, Hold Harmless, Waiver, Warranty.

A. Developer Indemnity. The Developer agrees, from and after the date of conveyance of the Property under this Agreement, to defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions, claims, losses, damages, fines, penalties, expenses, Environmental Response Costs or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), whenever arising, unless caused in whole or in part by the gross negligence or willful misconduct of any of the Indemnitees, resulting from or in connection with the construction of the Project by the Developer, the general contractor or any subcontractor or supplier of or to the Project, the Developer's occupancy or use of the Property or the Developer's performance or non-performance under or with respect to this Agreement or the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials, at, on, in, beneath or from the Property generated or released after the date of conveyance (collectively referred to as "**Contamination**"). The Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Developer's sole cost. If the Developer discovers Contamination or other materials subject to legal requirements or corrective action, the Developer shall immediately notify the City of the same.

B. Release and Waiver. The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials, at, on, in, beneath or from the Property, unless the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees. The provisions of this paragraph shall not apply to (i) the presence of such Hazardous Materials at, on, in, beneath or from the Property is caused in whole or in part by any of the Indemnitees after the Close of Escrow for the Property, (ii) any Contamination caused by the City during the City's ownership of the Property, (iii) the City's failure to disclose any known condition which the City is required to give to any transferee of the Property. Subject to the limitation set forth in the preceding sentence, the Developer hereby acknowledges that the aforementioned release includes Hazardous Material claims that the Developer does not know or suspect to exist as of the date hereof, and with respect to such Hazardous Materials claims or causes of action, the Developer affirmatively waives and relinquishes any right or benefit, to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section 2.3, the Developer further waives all such rights and benefits that the Developer may have under California law or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to claim that a general release does not extend to claims which the Developer does not know or suspect to exist in its favor at the time of executing the release, which if known by it would have materially affected its agreement with the City.

The Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

As such relates to this Section 2.3, the Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code, except for the limitations set forth in (i), (ii), and (iii) in this Section 2.3.B.

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Developer Initials

C. Materiality. The Developer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Developer for the benefit of the City set forth in this Agreement are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless the Developer's obligations were as provided for herein. The Developer further acknowledges and agrees that the paragraph which extends representations, warranties, indemnifications, and/or covenants of the Developer to the benefit of the City shall not be satisfied, waived or otherwise extinguished by the City's issuance of any Certification of Occupancy under Section 3.14 of this Agreement.

D. Warranty. The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before issuance of the Certificate of Completion, unless caused by the negligence of the City. The Developer warrants that the work as performed by the general contractor, subcontractor, or supplier will conform with the Preliminary Site Plan or any written authorized deviations therefrom.

2.4 Access. Prior to conveyance of Property from the City, representatives of the Developer shall have the right of access to the Property at all reasonable times, upon not less than two (2) business days written notice to the City, for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. While any of the activities described in this Section are taking place, the Developer shall maintain the insurance coverage's described in Section 3.9A (1), (2) and (3) and indemnify and hold the City harmless from any injury or damages arising out of any activity pursuant to this paragraph. The Developer shall have access to all data and information on the Property available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

Any preliminary work undertaken on the Property by the Developer prior to conveyance of the Property from the City shall be done only after written consent of the City staff and at the sole expense of the Developer, except that written consent shall not be required to conduct the Developer's due diligence investigations. The Developer shall save and protect the City against any claims resulting from such preliminary work, access or use of the Property. The City shall

have the right to receive copies of data, surveys and tests obtained or made by the Developer on the Property, subject to the rights of any third-party preparer of such documents, and provided that such documents shall be made available to the City without warranty or representation as to the accuracy of the contents by the Developer. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

2.5 CEQA Documentation. The Developer acknowledges that any required additional approvals by any other local, state or federal agency may require additional environmental review, and that any approval by the City shall not bind any other local, state or federal agency to approve the Project or to impose mitigation measures which are consistent with the terms of this Agreement or with the terms of any mitigation measures required. The City agrees to cooperate with the Developer to obtain all necessary approvals by providing all information and studies in the possession and control of the City.

2.6 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Property, the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of the City as set forth herein. The Developer shall, without limitation, apply for and secure, and pay when due all costs, charges and fees associated therewith, all permits and fees required by the City, and other governmental agencies with jurisdiction over the Improvements. City staff shall work cooperatively with the Developer to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements, and approvals. However, the execution of this Agreement does not constitute the granting of or a commitment to obtain, approve, or grant any required land use permits, entitlements, or approvals required by the City.

ARTICLE III
CONSTRUCTION AND DEVELOPMENT OF PROPERTY

3.1 Preliminary Site Plan. The Developer shall develop the Property and construct the Improvements in accordance with the Scope of Development, attached hereto as Exhibit E. The Parties agree that the Property and Improvements shall be developed as generally established in the Preliminary Site Plan, as set forth on Exhibit G attached hereto as the same

may be updated from time to time with the approval of the City. As set forth in the Scope of Development, at the request of the City and in order to reduce long-term green-house gas emissions from energy use, the Developer has agreed to construct the building with all electric appliances to including but not limited to ovens, cooktops, building heating and cooling, water heating and clothes dryers. Any material changes to the Preliminary Site Plan shall be subject to the approval of the City and shall be within the limitations of the Scope of Development and consistent with the overall plan for the development of the Property as provided in this Agreement. Neither party shall unreasonably withhold or delay consent to any material changes in the Preliminary Site Plan.

3.2 Related Documentation. In addition to the Site Plan, the Developer shall prepare all construction plans, drawings and related documents required to be submitted for approval by the City (or other governing body) for the construction of the Project. Nothing herein shall relieve the Developer of any obligation to submit any plans, drawings and related documents as required for permits or approvals required by the City or other public agencies.

3.3 City Approvals. The City shall have the right to review and approve material changes to the Preliminary Site Plan, as provided in Section 3.1. The Developer shall have the vested right to develop the Project on any areas or portions of the Property, subject to the terms and conditions of this Agreement and prior to the date of the issuance of the Certificate of Completion, in accordance with the Plan in effect as of the date of the execution of this Agreement by the City.

3.4 Costs of Development and Construction. The Developer shall pay all design, development and construction costs, whether foreseen or unforeseen, in a timely fashion. The City shall not be liable for any costs, including without limitation any costs of construction, except for incremental costs incurred by the Developer due solely to discretionary changes to the Project required by the City Council, or except as otherwise expressly set forth herein. Cost overruns or other costs in excess of the projected costs of developing the Property and constructing the Project shall be borne and paid for solely by the Developer from Project funds. In addition, any costs incurred by the Developer that are caused by or result from the negligence or failure of the Developer, or its contractors, agents or representatives, to act in a commercially reasonable manner shall be borne and paid for by the Developer and not by the City. Nothing in this Section is intended to prevent or limit the Developer from seeking payment or reimbursement from its contractors or other party that may be responsible for this cost.

3.5 Construction Plans Must Be Approved; Construction in Accordance with Plans and Approvals. The Developer shall not commence construction of the Project until the Developer has received all required permits from the City Building Department. The Developer shall construct the Project in accordance with the approved Construction Plans and all other permits and approvals granted by the City and/or the City pertaining to development of the Project, including but not limited to any conditions of approval ("**Conditions of Approval**"). The Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental agency having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental agency having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

3.6 Change in Construction Plans. If the Developer desires to make any material change in the Construction Plans, the Developer shall submit the proposed changes to the City for approval, which approval shall not be unreasonably withheld or delayed if the Construction Plans, as modified by any proposed change, conform to the requirements of this Agreement, the Scope of Development, the Project approvals and the Conditions of Approval. As used in the preceding sentence, "material change" means (i) any change for which approval of the City is required under the City's building approval process, (ii) any structural change, (iii) any change to the exterior of buildings, elevation, number of units, or increase or decrease of the square footage of the community buildings to the Project by more than 10%, or (iv) any single change order in excess of $50,000 or $100,000 in the aggregate. Unless such proposed change is rejected within ten (10) business days, the City shall be deemed to have approved such change. If rejected within such time period, the previously approved Construction Plans shall continue to remain in full force and effect. This Section shall not apply to any approvals required by the City Building Department in connection with any building, grading or other permits issued for the Project.

Any change in the Construction Plans required in order to comply with applicable law shall be deemed approved, so long as such changes do not substantially, nor materially, change the architecture, design, function, use, or other amenities of the Project as shown on the latest approved Construction Plans.

3.7 Defects in Plans. The City shall not be responsible to the Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans.

3.8 Construction Activities. No later than thirty (30) calendar days after Close of Escrow, the Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Project and the development of the Property within the times specified in the Schedule of Performance, or such extension of said dates as may be granted by the City in writing or as provided in Section 9.7 of this Agreement. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City staff.

During the period of construction, but not more frequently than once a month, the Developer shall submit to the City a written progress report of the construction when and as requested by the City. The report shall be in the form of a construction draw request generally submitted by general contractors with such additional detail as may reasonably be required by the City.

3.9 Insurance and Surety Obligations.

A. Insurance Obligations. Prior to the commencement of construction, except as otherwise stated herein, on the Property or any portion thereof, the Developer shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of the following insurance policies:

1. Workers' Compensation. During the term of this Agreement, the Developer shall fully comply with the terms of the laws of the State of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability the Developer may have for workers' compensation. Said policy shall also include employer's liability coverage no less than $1,000,000 per accident.

2. General Liability Insurance. The Developer shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of $2,000,000 per occurrence for bodily injury, personal injury, and

property damage. Said insurance shall provide (1) that the City and its officers, agents, and employees, shall be named as additional insured's under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the City or other named insured's will be called upon to cover a loss covered thereunder.

3. Automobile Liability Insurance. The Developer shall obtain at its sole cost and keep in full force and effect during the term of this Agreement automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the City, and its officers, agents, and employees, shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the City or other named insureds will be called upon to cover a loss covered thereunder.

4. Course of Construction Insurance. The Developer shall obtain at its sole cost and keep in full force and effect during the term of this Agreement Course of Construction insurance with policy limits no less than $5,000,000 with no coinsurance penalty provisions in the standard "Builders Risk" form policy. The City shall be named as loss payee and the insurer shall waive all rights of subrogation against the City.

5. Certificates of Insurance. The Developer shall file with the City, prior to commencement of construction on the Property or any portion thereof or prior to any access to or entry on the Property as authorized by this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days written notice to the City prior to the effective date of such cancellation, or change in coverage. The Developer shall deliver copies of the insurance policies to the City.

6. Other Requirements. Prior to the commencement of construction on the Property or any portion thereof, the Developer shall file with the City the City's standard endorsement form providing for each of the above requirements. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Property carries the same insurance required of the Developer in the amounts of coverage specified above. The Developer shall also require any contractor to obtain certificates of insurance from all subcontractors in scope of and in amount satisfactory to Developer.

3.10 Performance and Payment Bond(s).

A. Within the time specified in the Schedule of Performance, the Developer shall deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name the City as a co-obligee.

B. In lieu of such performance and payment bonds, the Developer may submit evidence satisfactory to the City of the Developer's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit, pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of the City required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to the City. Such evidence must be submitted in approvable form in sufficient time to allow the City to review and approve the information within the time specified in the Schedule of Performance.

3.11 City Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Property with twenty-four (24) hour notice without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Project. Such representatives of the City shall be those who are so identified in writing by the City Manager. The City shall indemnify the Developer and hold it harmless from any damage caused (including any reasonable damages or costs incurred by any wrongful delays caused by the City) or liability arising out of this right to access.

The Developer acknowledges that the City is under no obligation, and the City neither undertakes nor assumes any responsibility or duty, to the Developer or to any third party to in any manner review, supervise, or inspect the progress of construction or the operations of the Project. The Developer and all third parties shall rely entirely upon its or their own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is

solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Improvements or otherwise.

3.12 Prevailing Wages. To the extent required by law, Developer and all of the Developer's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. The Developer shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement.

If applicable, as provided in California Labor Code Section 1770 et seq., the hourly and daily rate of wages to be paid each of the classes of mechanics and worker employed in connection with construction of the Project shall not be less than the rate of such wages then

prevailing in Contra Costa County. If Prevailing Wages applies to any portion of this Project, the Developer agrees to and shall forfeit, as a penalty, the sums established and applicable pursuant to California Labor Code Section 1770 et seq. for each calendar day or portion thereof that each workman employed in connection with the Project is paid less than the rates designated in this paragraph for any work performed under this Agreement by the Developer or any subcontractors or agents of the Developer; or is not reported to the labor commissioner and the City as required pursuant to California Labor Code Section 1770 et seq. If the Developer fails to pay such penalty or restitution as required under California Labor Code Section 1770 et seq., the Developer shall pay the amount of the penalty to the City.

3.13 Equal Opportunity in Contracting Construction. During the construction of the Project, the Developer and all of the Developer's subcontractors shall not discriminate on the basis of race, religion, sex, or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work and shall require its contractors and subcontractors to refrain from discrimination on such basis.

3.14 Certificate of Occupancy. Promptly after completion of all construction and development of the Project (or if phased, a phase of the Project) the City shall furnish the Developer with a final certificate of occupancy (the "**Certificate of Occupancy**"). The final Certificate of Occupancy shall be conclusive determination of satisfactory completion of the construction of the Project and the other development obligations set forth in this Agreement in accordance with the provisions of this Agreement.

A Certificate of Occupancy shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the Project.

3.15 Compliance with Laws. The Developer shall carry out the construction of the Project in conformity with all applicable state, local and federal laws, ordinances, rules and regulations, including all applicable state and federal labor laws and standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq..

3.16 Indemnity. The Developer shall defend (with counsel approved by the City), indemnify and hold harmless the Indemnitees from and against any and all future claims arising from or in connection with the Developer's failure to comply with all applicable laws and regulations relating to the construction of the Project, including, without limitation, all applicable federal and state labor laws and standards, or in any other manner relating to development of the Project, or the Developer's activities or performance under this Agreement whether such activities or performance be by the Developer or by anyone directly or indirectly employed or contracted with or by the Developer and whether such claim shall accrue or be discovered before or after termination of this Agreement. The Developer's indemnity obligations under this Section 3.16 shall not extend to claims resulting from Indemnitees' gross negligence or willful misconduct.

3.17 Liens and Stop Notices. Until the recording of the Certificate on Completion, the Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of the Developer. If a claim of a lien or stop notice is given or recorded affecting the Project, the Developer shall within thirty (30) calendar days of such recording or service: (a) pay and discharge the same; or (b) effect the release thereof by recording and delivering to the Party entitled thereto a surety bond in sufficient form and amount or provide other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

3.18 Right of City to Satisfy Liens on the Property. After the conveyance of the Property, if the Developer fails to satisfy or discharge any lien or stop notice on the Property pursuant to Section 3.17 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at the Developer's expense and without further notice to the Developer. In such event the Developer shall be liable for and shall immediately reimburse the City for such paid lien or stop notice. Alternatively, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer. The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) calendar days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Improvements. The City may (but has no

obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property and the Improvements.

ARTICLE IV
USE OF THE PROPERTY

4.1 Uses. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and the duration of the Regulatory Agreement, the Developer and its successors and assignees shall devote the Property to the uses specified in this Agreement, and that the Property shall be used as an affordable housing development in accordance with the terms and conditions of the Regulatory Agreement. The covenants against discrimination specified in Section 4.5 of this Agreement shall be perpetual, the covenants pertaining to use and maintenance of the Property and the Improvements shall be in effect for the duration of the Regulatory Agreement and the covenants regarding low-income housing specified herein and in the Regulatory Agreement shall remain in effect for a term of fifty-five (55) years, commencing upon the issuance of a final Certificate of Occupancy for the Project.

4.2 Affordable Housing. The Property shall be used in compliance with all terms of the Regulatory Agreement.

4.3 Maintenance. The Developer shall maintain the Property, the Improvements and related landscaping and common areas in accordance with the Pinole Municipal Code in a manner consistent with community standards, and shall comply with all applicable federal, state and local laws and regulations pertaining to the Property. The Developer covenants that prior to completion of the Project, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards. The Developer shall maintain the Project in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, and landscaping, and from time to time make all necessary and proper repairs, renewals and replacements.

In the event that there arises at any time prior to the expiration of the term of the Regulatory Agreement, a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30)

calendar days from receipt of such notice to cure such condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such condition, or to pursue such other remedy available to the City and to receive from the Developer the City's cost in taking such action. The Parties further mutually understand and agree that the rights conferred upon the City expressly include the right to enforce or establish a lien or other encumbrance against the Property. The foregoing provisions shall be a covenant running with the land until the expiration of the term of the Regulatory Agreement, enforceable by the City, its successors and assigns. Nothing in the foregoing provisions shall preclude the Developer from making any alterations, additions, or other changes to the Project, provided that such changes comply with this Agreement and the approved construction plans, and with all necessary land use, building permits, and other approvals from the City.

To ensure Developer's continued maintenance of the Improvements, the Developer agrees to execute, acknowledge and record in the official records of Contra Costa County a maintenance agreement in form and substance satisfactory to the City.

4.4 Taxes and Assessments. The Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed to the Property and Improvements, or payable by the Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that the Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. The parties acknowledge that the Developer will apply for a welfare exemption from real property taxes.

4.5 Obligation to Refrain from Discrimination. The Developer 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 or the Improvements, nor shall the Developer 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.

4.6 Effect and Duration of Covenants. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Property or any part thereof.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Property, any parcel or subparcel, or in the Project Area. The City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

4.7 Rights of Access – Public Facilities.

A. The Developer shall construct public improvements, if any, as required under the City's conditions of approval for the Project.

B. Upon completion of the Project, the City, for itself and for the City and other public agencies, at their sole risk and expense, reserves the right to enter the Property or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public facilities located on the Property including any recorded easements in favor of the public or the City. Any such entry shall be made only after reasonable notice to the Developer, and the City shall indemnify and hold the Developer harmless from any claims or liabilities pertaining to any entry. Any damage or injury to the Property resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

4.8 Affordable Housing Obligations

A. City's Affordable Housing Purpose. The City has entered into this Agreement to facilitate the development of affordable housing and to increase the supply of affordable housing and housing for persons with special needs in the City, if feasible.

B. Regulatory Agreement. To assure that affordable units will be developed and maintained as provided in this Section 4.8, at Close of Escrow, the Developer and the City will record a Regulatory Agreement substantially in the form attached to this Agreement as Exhibit D (the "**Regulatory Agreement**") and fully incorporated herein. The City agrees to execute, and record at the Developer's cost, subordination agreements to subordinate the Regulatory Agreement to the Developer's construction and/or permanent loans for the Project if (i) such construction and/or permanent financing is provided by (a) the California Department of Housing and Community Development ("**HCD**"), the California Housing Financing Agency ("**CalHFA**"), HUD, or other public senior lender which requires by statute or regulation that regulatory agreements with local public entities be subordinated, or (b) in the case of tax-exempt bond financing, subordination of the Regulatory Agreement is required by such financing, or (ii) the Developer demonstrates to the satisfaction of the City that, compared to financing available to the Developer if Regulatory Agreement is subordinated, financing without such subordination will be offered on less favorable terms. In all cases, the City shall be entitled to notice and cure provisions contained in Health and Safety Code Section 33334.14(a)(4).

ARTICLE V
PURCHASE LOAN AND CONSTRUCTION LOAN

5.1 Purchase Loan. The City hereby agrees to provide the Purchase Loan in the form of a note in the amount of One Million One Hundred Eighty Thousand Dollars ($1,180,000). Simple interest will accrue on the outstanding principal balance of the Purchase Loan at a per annum rate of interest equal to three percent (3%) (or such interest rate as is necessary to meet the requirements of the tax investor), commencing on the Close of Escrow.

5.2 Construction Loan. The City hereby agrees to provide the Construction Loan in the form of a note in the amount of Two Million Dollars ($2,000,000). Simple interest will accrue on the outstanding principal balance of the Construction Loan at a per annum rate of

interest equal to three percent (3%) (or such interest rate as is necessary to meet the requirements of the tax investor), commencing on the Close of Escrow.

5.3 The Purchase Loan and the Construction Loan (collectively the "Loans") shall be governed by the terms and provisions of the Loan Agreement.

5.4 Annual Payments. The Developer shall make payments of principal and interest to the City in the amount of the City prorata percentage of residual receipts, as set forth in the Loan Agreement. Such annual payments shall be due and payable in arrears no later than [May 1] of each year with respect to the previous calendar year, commencing on [May 1st] of the first year after the City's issuance of a Certificate of Occupancy for the Improvements. The Developer shall provide the City with any documentation reasonably requested by the City to substantiate the Developer's determination of residual receipts. Repayments shall be credited first to interest, then to principal.

5.5 Payment in Full. Developer shall pay all outstanding principal and accrued interest on the Loans, in full, on the earliest to occur of (i) a Developer Event of Default for which the City exercises its right to cause the Loans indebtedness to become immediately due and payable, and (ii) fifty-five (55) years from the date of issuance of the Certificate of Occupancy.

5.6 Prepayment. Developer may pay the principal and any interest due on the Loans in advance of the time for payment thereof as provided in the Loan Agreement, without penalty.

ARTICLE IV
CONDITIONS AFFECTING THIRD PARTY INTERESTS IN THE PROPERTY

6.1 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments assessed and levied on the Property for any period subsequent to conveyance of title to the Property. The Developer shall not place or allow to be placed on the Property any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement. The Developer shall remove or have removed any levy or attachment on the Property (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to any sale pursuant to any such mortgage, trust deed, encumbrance or lien. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies

available to the Developer in respect thereto. Nothing herein shall prohibit the Developer from filing claims for welfare exemption.

6.2 Prohibition Against Transfer of Property, the Buildings or Structures Thereon and Assignment of Agreement. Except as provided in Section 7.2 or as otherwise provided in the Financing Plan approved by the City, prior to the issuance of a Certificate of Occupancy, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written approval of the City. This prohibition shall not apply to (a) transfers of Developer's interest in this Agreement to a limited partnership in which Developer or its affiliate is the general partner, (b) transfers of limited partnership interests in such limited partnership, and (c) transfers of the general partner interest to the Limited Partner (as defined in Section 9.22 below) or its assignee in the event the general partner is removed by the Limited Partner in accordance with the terms of the terms of the limited partnership agreement. This prohibition shall not be deemed to prevent the granting of easements, rights of way, licenses or permits to facilitate the development of the Property. The Developer shall have the right to enter into lease agreements prior to the issuance of a certificate of occupancy as long as the occupancy is contingent upon receiving the Certificate of Occupancy. In the absence of specific written agreement by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligations under this Agreement.

6.3 Security Financing; Rights of Holders.

A. No Encumbrances Except Mortgages, Deeds of Trust or Other Financing for the Project. Notwithstanding Sections 6.1 and 6.2 of this Agreement, mortgages, deeds of trust, regulatory agreement, covenants or any other form of conveyance required for any reasonable method of financing are permitted, but only for the purpose of securing loans of funds to be used for financing or refinancing the construction, reconstruction, rehabilitation of the Project and any other expenditures necessary and appropriate to develop, own and operate the Property in accordance with the provisions of this Agreement. The Developer shall notify the City in advance of any mortgage, deed of trust, or other form of conveyance for financing unless incorporated in the Financing Plan. Except as permitted in the Financing Plan approved by the City, the Developer shall not enter into any such conveyance for financing without the prior written approval of the City and shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or

attached thereto whether by voluntary act of the Developer or otherwise unless incorporated in the Financing Plan. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

B. Holder Not Obligated to Construct Project. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon other than those uses provided for or authorized by this Agreement.

No Mortgagee (including any Mortgagee who obtains title to the Developer's interest in the Property or any part thereof as a result of foreclosure proceedings or transfer in lieu of foreclosure) shall be obligated by the provisions of this Agreement to construct the improvements unless Mortgagee expressly assumes such obligation by written notice to the City. Whether or not a Mortgagee elects to assume the Developer's obligation to construct the Improvements, nothing in this Agreement shall be construed to permit such Mortgagee to construct any Improvements other than the Improvements authorized under this Agreement. If the Mortgagee elects to assume the Developer's obligation to construct the Improvements, the Mortgagee shall not be bound by the Schedule of Performance, provided that, upon assuming such obligation, the Mortgagee and the City shall execute a new Schedule of Performance and the Mortgagee shall complete the Improvements in accordance with the new schedule of performance. If, after acquiring the Developer's interest in the Property, the Mortgagee elects not to assume the Developer's obligation to complete the Improvements, the Mortgagee shall so notify the City within sixty (60) calendar days after the Mortgagee's acquisition of the Developer's interest in the Property, and the Mortgagee shall use good faith efforts to sell such interest within one hundred eighty (180) calendar days after delivery of such notice to a developer that will construct the improvements.

C. Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any security interest authorized by this Agreement who has previously made a written request to the City therefore. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within 30 calendar days after the receipt of the notice, to cure or

remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this paragraph shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of the Developer under this paragraph. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to the City. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project to which the lien of such holder relates and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such Project shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

D. Failure of Holder to Complete Improvements. In any case where, three months after a default by the Developer in completion of construction of the Improvements, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the Developer's interest in the Property has vested in the holder, the City, if it so desires, shall be entitled to the conveyance of such interest in the Property from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

1. The unpaid security interest debt at the time fee interest in the Property became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

2. All expenses with respect to the reconveyance;

3. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property and Project;

4. The costs of any authorized improvements made by such holder; and

5. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the debt and had the debt continued in existence to the date of payment by the City.

E. Right of City to Cure Security Interest Default. In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Property prior to completion of the Project and the holder has not exercised its option to complete the Project, the City may cure the default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Developer's interest in the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to develop the Property as authorized herein.

ARTICLE VII
CHANGES IN DEVELOPER

7.1 Changes only Pursuant to this Agreement. The qualifications, experience and expertise of the Developer are of particular concern to the City. It is because of these qualifications, experience and expertise that the City has entered into this Agreement. No voluntary or involuntary successor in interest to the Developer shall acquire any rights or powers under this Agreement, other than pursuant to a Transfer permitted in Section 7.2. Any attempt to assign this Agreement or transfer any interest of the Developer under this Agreement without the prior written consent of the City shall be null and void and shall confer no rights or privileges upon the purported assign.

7.2 Prohibition Against Transfer of Property and Assignment of Agreement Prior To Completion. Prior to the recording of the Certificate of Completion, the Developer shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease ("**Transfer**") of the whole or any part of the Property or the buildings or structures thereon or this Agreement without the prior written approval of the City which the

City may withhold in its sole and absolute discretion. This provision shall not apply to transfers after a foreclosure by a Third Party Lender.

If the Developer proposes a Transfer of the Property or a portion thereof, other than as authorized in the previous paragraph, the proposed transferee shall have the qualifications and financial resources necessary and adequate as may be reasonably determined by the City to fulfill the obligations undertaken in this Agreement by the Developer. Any transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the City shall expressly assume all of the obligations of the Developer under this Agreement relating to the Property and agree to be subject to all the conditions and restrictions to which the Developer is subject. There shall be submitted to the City for review all instruments and other legal documents proposed to affect any such Transfer; and if approved by the City its approval shall be indicated to the Developer in writing. This Section 7.2 shall not be deemed to prevent the granting of easements, rights of way, licenses or permits to facilitate the development of the Property.

In the absence of specific written agreement by the City, no Transfer by the Developer shall be deemed to relieve the Developer or any other party from any obligations under this Agreement.

ARTICLE VIII
DEFAULTS AND REMEDIES

8.1 Termination Without Fault. The occurrence of any of the following constitutes a basis for either Party to terminate this Agreement without fault of the other Party:

(a) The Developer, despite good faith and diligent efforts, is unable to satisfy all of the conditions precedent to the City's obligation to convey the Property to the Developer, set forth in Article II, by not later than the date set forth in the Schedule of Performance or such later date mutually agreed upon by the City and the Developer;

(b) The Developer is unable to obtain an allocation of tax credits, and the Parties do not agree upon an alternative means to finance the Project;

(c) The City, despite good faith and diligent efforts, is unable to convey the Property to the Developer because the Project is not approved for development pursuant to CEQA, and the Developer is otherwise entitled to such conveyance;

(d) The City fails to approve the Financing Plan pursuant to Section 2.2;

Upon the occurrence of any of the above-described events, and at the election of either Party, this Agreement may be terminated by written notice to the other Party. After termination, neither Party shall have any rights against, or liability to the other Party under this Agreement, except that the indemnification provisions of Sections 2.3 and 3.16 shall survive such termination and remain in full force and effect.

8.2 Fault of City. Except as to events constituting a basis for termination under Section 8.1, and provided further that the Developer has satisfied its obligations hereunder, the following events shall constitute an City Event of Default:

(a) The City, without good cause, fails to convey the Property to the Developer within the time and in the manner set forth in Section 2.2.D, and the Developer is otherwise entitled by this Agreement to such conveyance; or

(b) The City breaches any other material provision of this Agreement and fails to cure such breach within any applicable cure period.

Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City sixty (60) calendar days from receipt of such notice to cure or, if cure cannot be accomplished within sixty (60) calendar days, to commence to cure such breach, failure, or act. In the event the City does not then so cure within sixty (60) calendar days, or if the breach or failure is of such a nature that it cannot be cured within sixty (60) calendar days, the City fails to commence to cure within sixty (60) calendar days and thereafter diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) calendar days, then the Developer shall be afforded all of its rights at law or in equity, including the following remedies: (1) terminating this Agreement by delivery of written notice to the City (provided, however, that the indemnification provisions of Sections 2.3 and 3.16 shall survive such termination); and (2) reimbursement within sixty (60) days of all reasonable and verified expenditures made in

pursuing development of the Project as of the date of termination and (3) prosecuting an action for specific performance.

8.3 Fault of the Developer. Except as to events constituting a basis for termination under Section 8.1, and provided further that the City has satisfied its obligations hereunder, the following events in shall each constitute a Developer Event of Default:

(a) The Developer fails or refuses to satisfy, within the time and in the manner set forth in Article II, one or more of the conditions precedent to the City's obligation to convey the Property to the Developer;

(b) The Developer refuses to accept conveyance of the Property within the time periods and under the terms set forth in Article II;

(c) An Event of Default arises under any City Document other than this Agreement and remains uncured beyond any applicable cure period;

(d) An Event of Default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(e) The Developer fails to commence or complete construction of the Project within the times set forth in Article III, or abandons or suspends construction of the Project prior to completion of all construction for a period of sixty (60) calendar days after written notice of such abandonment or suspension;

(f) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VI;

(g) The Developer fails to maintain insurance on the Property and the Project as required pursuant to the City Documents and the Developer fails to cure such default within thirty (30) calendar days.

(h) Following conveyance of the Property to the Developer, subject to the Developer's right to contest the following charges pursuant to the City Documents, if the Developer fails to pay taxes or assessments due on the Property or the Project or fails to pay any

other charge that may result in a lien on the Property or the Project, and the Developer fails to cure such default within ten (10) calendar days.

(i) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or in any other City Document proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City interest in the Property or this Agreement;

(j) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for either of the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(k) The Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) calendar days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(l) The Developer shall have voluntarily suspended its business or the Developer's partnership shall have been dissolved or terminated; or

(m) If the Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 8.3 and unless a shorter cure period is specified for such default, the default continues for ten (10) calendar days in the event of a monetary default or thirty (30) calendar days in the event of a nonmonetary default after the date upon which the City shall have given written notice of the default to the Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) calendar days, a Developer Event of Default shall not arise hereunder if the Developer commences to cure the default within thirty (30) calendar days and thereafter

prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) calendar days after receipt of notice of the default.

Upon a Developer's Event of Default under this Agreement, the City shall provide written notice of the purported breach, and unless a shorter cure period is specified above or in the case of a Developer Event of Default arising under clauses (c) through (l) above, the Developer shall have thirty (30) calendar days after the date upon which the City shall have given written notice of the default to the Developer to cure such default; provided however, if the default is of a nature that it cannot be cured within thirty (30) calendar days, a Developer Event of Default shall not arise hereunder if the Developer commences to cure the default within thirty (30) calendar days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) calendar days after receipt of notice of the default.

8.4 Legal Actions. Upon the occurrence of a default and the expiration of the applicable cure period the non-defaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Any such legal actions shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California. Notwithstanding anything herein to the contrary, a party's right to recover damages in the event of a default shall be limited to recovery of actual damages and shall exclude consequential damages.

8.5 Remedies Cumulative; No Waiver. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Failure or delay by either Party in providing a notice of default shall not constitute a waiver of any default.

8.6 Construction Plans. If the Agreement is terminated pursuant to Section 8.3, the Developer shall deliver to the City, as a Project lender, but only if the City is a Project lender, copies of any development or construction plans the Developer has had prepared for the Project

on the Property, subject to the rights of any senior Project lender, the third-party preparer of such documents, and without representations or warranties by the Developer.

8.7 Rights of Mortgagees. Any rights of the City under this Article VIII shall not defeat, limit or render invalid any lease, mortgage, deed of trust or other security interest permitted by this Agreement or any rights provided for in this Agreement for the protection of holder of security interests in the Property.

ARTICLE IX
GENERAL PROVISIONS

9.1 Applicability. This Agreement shall remain as an encumbrance against the Property until expiration of the Term, at which point it shall have no further force or effect; provided, however, that any provisions herein that expressly provide for ongoing applicability, including Sections 2.3 and 3.16 shall survive the termination of this Agreement. The Parties agree to execute such document as may be necessary to remove this Agreement as an encumbrance upon title.

9.2 Holder To Be Notified. The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or shall provide written evidence that a copy of this Agreement was sent to the holder prior to its coming into any security right or interest in the Property.

9.3 Modifications To Agreement. The City shall not unreasonably withhold, delay or condition its consent to modifications of this Agreement requested by the Developer's lender or lenders or investors provided such modifications do not alter the City's substantive rights and obligations under this Agreement. Any requests for extensions or modifications of the Schedule of Performance may be determined by the City Manager, without approval by the City Council; however, the City Manager may forward the request to the City Council in his or her sole discretion.

9.4 Notices, Demands and Communications. Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt

requested or delivered personally, to the principal office of the City and the Developer as follows:

City: City of Pinole
2131 Pear St.
Pinole, CA 94564
Attn: City Manager

Developer: Satellite Affordable Housing Associates,
1835 Alcatraz Ave
Berkeley, CA 94703
Attn: Eve Stewart, Vice President of Real Estate Development

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 9.4.

9.5 Conflict of Interests. No member, official or employee of the City shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.6 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Developer or successor or on any obligation under the terms of this Agreement. No officer, director, employee, agent, member or partner of the Developer shall be personally liable for any breach of any obligation of the Developer.

9.7 Enforced Delay. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement or suits challenging approvals of this Project by the City); weather or soils conditions which will

necessitate delays; delays of any contractor, sub-contractor or supplier; acts of the other Party; unreasonable delays due to a lender identified in the Financing Plan not caused by the Developer, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. The Party claiming such extension shall send written notice of the extension to the other within thirty (30) calendar days from the commencement of the cause. The City and the Developer may also extend times of performance under this Agreement in writing by mutual agreement of the Developer and the City Manager unless the City Manager, in his or her reasonable discretion, refers the matter of extension to the City Council for its written approval. Any time period provided herein shall be extended by the period of an Enforced Delay.

9.8 Inspection of Books and Records. The City has the right at all reasonable times to inspect on a confidential basis the books, records and all other documentation of the Developer pertaining to its obligations under this Agreement, except those confidential and privileged records, including, but not limited to, financial information of investors, and financial information of the Developer or its affiliates unrelated to the Project. Notwithstanding the above limitation, upon reasonable prior written notice, the City will have the right to reasonable inspection of the financial records showing the development and construction of the Project on a confidential basis. The Developer also has the right at all reasonable times upon prior written notice to inspect the books, records and all other documentation of the City pertaining to its obligations under this Agreement.

9.9 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

9.10 Corporate Citizen. The City encourages the Developer to participate in civic activities sponsored by the City. The City urges the Developer to become involved with local civic organizations and to actively participate in community activities.

9.11 Development Changes. The City agrees that no amendment that changes the uses or development permitted on the Property or changes the restrictions or controls that apply to the Property or otherwise directly affect the use of the Property shall be made or become effective without the prior written consent of the Developer.

9.12 Amendments to this Agreement; Approvals. The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement (including any of the Attachments hereto) that may be made by any of the Parties hereto, lending institutions, the Developer's tax credit investors, bond counsel, or financial consultants to the City, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. The City Manager is hereby authorized to execute any such amendments to this Agreement on behalf of the City not otherwise requiring approval of the City Council. The City Manager is hereby further authorized to execute any and all approvals on behalf of the City required by this Agreement and to take all further actions and execute all documents necessary to perform the agreements of the City contained herein.

Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. Where this Agreement specifically refers to the City Council, then the approval, consent or waiver by said body is required. The City hereby authorizes the City Manager to deliver such approvals, consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City.

9.13 Reasonable Approvals. Unless the context indicates otherwise, where an action under this Agreement requires approval of a Party, such approval shall not be unreasonably withheld or delayed.

9.14 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

9.15 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.16 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the

Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorney's fees and costs incurred in such action.

9.17 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

9.18 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

9.19 Time is of The Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

9.20 Complete Understanding Of The Parties. This Agreement consists of the text of the Agreement and the attached Exhibits and constitutes the entire understanding and agreement of the Parties.

9.21 Good Faith. The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them and without detriment to the interests of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

9.22 Investor Limited Partner Provisions. The City agrees to the following provisions for the benefit of the Developer's or its successor's investor limited partner ("**Limited Partner**"):

(a) The City will give the Limited Partner a copy of any written notice that the City gives to the Developer under this Agreement;

(b) The City will give the Limited Partner fifteen (15) calendar days after the Limited Partner's receipt of such notice to cure a non-payment of any sum due under this Agreement;

(c) The City will give the Limited Partner thirty (30) calendar days after the limited partner's receipt of such notice to cure any other default under the Agreement or such additional time as needed if the Limited Partner is diligently proceeding to cure the default; and

(d) If the Limited Partner makes any such payment or otherwise cures such default within the timeframe set forth above, the City will accept such action as curing the respective default under the Agreement.

9.23 Estoppel Certificates. The City shall execute any estoppel certificates reasonably required by the Limited Partner or a Third Party Lender in connection with the financing of the Property.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY PINOLE

By: _____
Andrew Murray, City Manager

ATTEST:

By: _____
Heather Iopu, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Casher, City Attorney

SATELLITE AFFORDABLE HOUSING ASSOCIATES

By: _____
Its: _____

EXHIBIT A

Legal Description of Property

EXHIBIT B

LOAN AGREEMENT

EXHIBIT C

DEED OF TRUST

EXHIBIT D

REGULATORY AGREEMENT

EXHIBIT E

SCOPE OF DEVELOPMENT

EXHIBIT F

SCHEDULE OF PERFORMANCE

EXHIBIT G

PRELIMINARY SITE PLAN

EXHIBIT H

FINANCING PLAN

EXHIBIT I

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Pinole 2131 Pear St. Pinole, California 94564 Attn: City Manager This document is exempt from payment of a recording fee pursuant to. Government Code Section 27383.	

(Space Above for Recorder's Use Only)

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

Return to Agenda

ATTACHMENT C

Item E1

Memorandum

TO: **PLANNING COMMISSION MEMBERS**

FROM: **David Hanham, Planning Manager**

SUBJECT: **Satellite Affordable Housing Associates (SAHA) Apartment Complex**

DATE: **June 28, 2021**

Applicant: SAHA Ngan Mai 1835 Alcatraz Avenue Berkeley, CA 94703	**Property Owner:** City of Pinole 2131 Pear Street Pinole, CA 94564
File: Comprehensive Design Review – DR 21-05/PL20-0013	
Location: 811 San Pablo Avenue APNs: 402-166-030	
General Plan: MUSA, Mixed Use Sub Area Specific Plan: San Pablo /Service Sub-Area (SSA) / Commercial Mixed Use CMU Zoning: CMU, Commercial Mixed-Use	

BACKGROUND

The City of Pinole currently owns the property located at 811 San Pablo Avenue. The property was a part of the City's land holdings that were acquired through the Redevelopment Agency. The State ended Redevelopment Agencies with legislation in 2011. Thereafter, the property was transferred to the City as a housing asset. The City is required to use the property for an affordable housing project, or alternatively use the proceeds from any sale for affordable housing. The City has negotiated a Disposition and Development Agreement (DDA) with Satellite Affordable Housing Associates (SAHA), an affordable housing builder, to purchase 811 San Pablo for the purpose of constructing an affordable housing project. The City Council will be considering the DDA for approval at its July 6 meeting.

The SAHA group submitted a development application on February 16, 2021. The SAHA group is proposing to construct 33 affordable units (which includes on manager's unit) on the approximately 0.61 acres/26,572 sq ft. site. The project is proposed to utilize by-right state density bonus law provisions as described later in this report.

The Planning Commission Ad-Hoc Design Review Sub-Committee met on May 12, 2021 to discuss this project. The main issues that were discussed included parking, articulation of the east elevation, and the overall site utilization of the project. The Planning Commission- Sub-Committee wanted to look at moving the building to the western edge of the property to see if there could be additional parking added. However, given site constraints, additional parking was not found feasible.

PROJECT DESCRIPTION

The SAHA project will provide 100% affordable housing with 33 units for low-income households. The development will consist of 29 one-bedroom units and four (4) two-bedroom units, one of which will be the manager's unit. The ground floor comprises of a lobby with mailboxes, stairs, elevator, a spacious community room with a kitchen and a computer station, two property management offices, a resident services office, an exterior bike storage area, and a courtyard connecting to a community garden and children's playground. The parking entrance located along San Pablo Avenue will lead to an outdoor parking lot consisting of 16 parking spaces, including required accessible parking. Services and refuse functions for the building are proposed to be located in the front northeast corner of the building with gated access to San Pablo Avenue. The property will be managed by a team of SAHA Staff members who will provide management, maintenance, and resident services coordination.

Required Land Use Approval

Entitlements and city approvals for the project include Comprehensive Design Review, an Affordable Housing Regulatory Agreement, Disposition Development Agreement (DDA), and a California Environmental Quality Act determination. Pursuant to Table 17.10.060-1, of the Zoning Code of the City Pinole, a Comprehensive Design Review final approval is issued by the Planning Commission with an appeal to the City Council. However, the approvals for the DDA and the Affordable Housing Regulatory Agreement are issued by the City Council. Since the City Council has the final approval authority of for aspects of the project, the Planning Commission will be making a recommendation on the project to the City Council for final approval.

Figure 1 Site Location

1.

Direction from Project Site	Land Use
North	San Pablo Avenue/Commercial and Industrial Uses
West	Existing Commercial Building
South	Existing Single Family Residential
East	Existing Residential and Mixed Use

Site Parameters

The site is bound by San Pablo Avenue to the north. Surrounding land uses include a concrete material yard and the Pinole Shore Industrial area to the north across San Pablo Avenue a mixed use building to the east, and a Glass Company and U-Haul rental facility to the west. The site is adjacent to single and multi-family residential uses to the south. The project site is relatively level, with the high point in the southwest portion the property to the low point in the northeast of the property towards the San Pablo Avenue. Figure 1 of this report and Page A1.1 of the SAHA Development Package show the surrounding uses that are adjacent to the project area.

The site has been vacant for about 50 years. Previous uses of the site were for surface parking and a lumber yard. A small garage structure use to be located on the northeast side of the property. The concrete pad for the garage and driveway are still visible.

A sewer easement extends through the site which extends to Meadow Avenue. Construction of the project will require relocation of the sewer line through the surface parking lot and recordation of a new sewer easement to coincide with the relocated line. The current easement will be required to be vacated.

ANALYSIS

This section of the report will analyze SAHA's Comprehensive Design Review project request for consistency with the General Plan, the Three Corridors Specific Plan, and the Zoning Ordinance of the City of Pinole. As a part of the consistency evaluation and approval, the Planning Commission is required to make specific findings and other considerations consistent with Sections 17.12.150 (G) & (H) of the Pinole Zoning Code. In addition, the Commission will also review the by-right density bonus request for the project. Since the project is 100% affordable, the applicant is entitled to a density bonus of 80% above the permitted density and 4 concessions. The project is only asking for 3 concessions, so the project complies with basic height and setback requirements. The City may only deny a requested concession if the concession would either: 1) not result in identifiable and actual cost reductions, or 2)have a specific, adverse impact upon public health and safety. The density bonus request is outlined below:

Density Bonus Request:

Table 1
Density Bonus Request & Concessions

Zoning Standard	Municipal Code Requirement	Proposed	Request
Parking Standard Sect. 17.48.050	61	16	(concession) Under the Density Bonus law, the maximum number of parking spots that can be required for the project is 37. SAHA is requesting a further reduction of 21 parking spaces .
Open Space Sect. 17.24.030 (A) 1 &2	9,000 sq. ft. of improved usable space 80 sq ft of private open space per ground floor unit	5,700 sq ft of improved usable space	(concession) SAHA is requesting a reduction of 3,300 sq ft. of improved usable space. SAHA is also requesting not to provide the 80 sq ft. of private open space for ground floor units in favor of shared open space. The reason for that is because the only available location on site to provide additional open space would be on the roof. SAHA cannot utilize the roof due to supervision and resident liability. If the building footprint is reduced to provide more open space, the community room, service offices, and communal space

			would need to be relocated within the building. These spaces would be occupied spaces that would contribute to a height increase of the building, which would exceed the height requirement.
Density and Unit Total, Sect 17.24.020	20.1 – 30.0 units per acre 13-19 units	33 units including one unit for manager	(by-right) SAHA is requesting a by-right 80% density bonus with the 33 units that raises the permitted number of units to 54 units per acre. State law allows density bonuses up to 80% with project that are 100% affordable. The SAHA project is proposing a 100% affordable project.
Parking Lot Shade, Sect 17.44.060 (F)	60%	34%	(concession) SAHA is requesting a 26% decrease in parking lot shading. The reason for the reduction is the previously proposed Holly Oaks were too big and they are replacing with Brisbane Box trees that has a grow to a spread of 20' in diameter. The change will reduce the parking lot shade at 15 years to 34%.

General Plan Consistency

The property located at 811 San Pablo has a General Plan Land Use Designation of MUSA, Mixed Use Sub-Area (10.1 to 50 du/ac). MUSA is defined as encouraging mixed residential and commercial development that is united by transit and pedestrian improvements. This land use designation allows all types of commercial and residential as either a single use or a combination with other allowable commercial and residential uses.

The project helps to implement numerous policies within different elements of the General Plan including the Community Character Element, Land Use and Economic Development Element, Circulation Element, Health and Safety Element, the Natural Resources and Open Space Element, and the Sustainability Element. Applicable policies are provided below.

Community Character Element

POLICY CC.1.1 All new development and redevelopment shall adhere to the basic principles of high-quality urban design and architecture including, but not limited to, human-scaled design, pedestrian orientation, and interconnectivity of street layout, siting buildings to highlight important intersections, entryways, focal points and landmarks.

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

Land Use and Economic Development Element

POLICY LU.3.2 Ensure high quality site planning, architecture and landscape design for all new residential development, renovation or remodel

POLICY LU.4.1 Ensure all new development, renovation or remodeling preserves and strengthens Pinole's residential neighborhoods by requiring projects to be harmoniously designed and integrated with the existing neighborhood.

POLICY LU.4.2 Maintain the character and long-term viability of the City's residential areas by ensuring that residential projects are well designed and consistent with challenging development constraints.

Housing Element

POLICY H 2.1 Enhance neighborhood identity and sense of community by designing new housing to have a sensitive transition of scale and compatibility in form with the existing neighborhood.

POLICY H.2.3 PROMOTE HIGH QUALITY DESIGN. Provide stable, safe, and attractive neighborhoods through high quality architecture, site planning, and amenities that: (1) reduce the perception of bulk; (2) recognize existing street patterns; CHAPTER 6 HOUSING 6.0-96 CITY OF PINOLE GENERAL PLAN (3) enhance the sense of place; (4) minimize the visual impact of parking and garages; and (5) use quality building materials.

POLICY H.3.4 PROVIDE ADEQUATE TRANSPORTATION FACILITIES AND SERVICES. Provide adequate transportation alternatives which improve accessibility of residential neighborhoods to the community and beyond, while maintaining neighborhood integrity. The following are specific policies to reduce traffic on residential streets and improve available transportation alternatives: • Encourage a variety of transportation modes to serve existing neighborhoods. • Plan new commercial development around the use of certain arterial corridors and in close proximity to new residential development. • Foster pedestrian oriented neighborhoods. • Maintain and improve AC Transit and WestCat services, including the implementation of BART Express Service.

POLICY H.4.1 PROVIDE A CHOICE OF HOUSING. Provide a mix of sizes and housing types to meet the needs of Pinole's diverse population. Specific examples include traditional single family homes, second units, mixed use developments, infill development, accessible housing, and transitional and emergency housing. Opportunities must be available for lower, moderate, and above-moderate income households reflecting available job opportunities in close proximity to Pinole. Available housing choices should also strive to minimize transportation needs.

POLICY H.4.4 SUPPORT THE DEVELOPMENT OF AFFORDABLE HOUSING. Maintain appropriate land use regulations and other development tools to encourage development of affordable housing opportunities throughout the City.

Circulation Element

- POLICY CE.1.4 Encourage maximum utilization of the existing public transit system and alternate modes of transportation in Pinole.
- POLICY CE.8.1 Require development to provide pedestrian walkways that are safe, interconnected, and accessible by all members of the community.
- POLICY CE.8.4 Encourage the location of basic shopping and services within walkable distances to residential areas.

Health and Safety Element

- POLICY HS.6.1 Promote and encourage walking and bicycling as viable forms of transportation to services, shopping and employment.
- POLICY HS.7.3 Reduce the transport of runoff and surface pollutants off site.

Natural Resources and Open Space Element

- POLICY OS.3.6 Minimize Environmental Impacts. Encourage development patterns which minimize impacts on the City's biological, visual, and cultural resources, and integrate development with open space areas.

ACTION OS.8.8.6 Require new development projects to incorporate facilities and measures to treat stormwater before discharge from the site. The facilities shall be included in required Stormwater Control Plans and sized to meet NPDES permit requirements. Projects shall protect water quality by incorporating Low Impact Development (LID) design to detain, treat, and infiltrate runoff by minimizing impervious area; such as use of pervious pavements and green roofs, disperse runoff to landscaped areas; and/or route runoff to rain gardens, cisterns, swales, and other small-scale facilities distributed throughout the project area.

Sustainability Element

POLICY SE.8.7 Work to improve Pinole's pedestrian and bicycle infrastructure and to meet the needs of all pedestrians and bicyclists.

Specific Plan and Zoning Consistency

The SAHA project is located in the Three Corridor Specific Plan. The project has a CMU, Commercial Mixed Use Specific Plan Designation and a CMU, Commercial Mixed Use zoning designation. By developing the

SAHA project, the City is replacing a vacant and underutilized parcel in a mixed-use area with new residential and increasing residential density area along the San Pablo Corridor.

The Specific Plan allows for a 100% residential project within the CMU Zone District. However, the project must enter into an Affordable Housing Agreement and when that development includes community benefits as specified in the General Plan.

The proposed project includes features to improve pedestrian access from the project to San Pablo Avenue. Landscape upgrades are proposed within the project site that include tree and shrub plantings as well as new landscaping along San Pablo Avenue.

The Specific Plan includes policies to help fulfill the plan's objectives. The proposed project helps to implement the Specific Plan policies provided below.

Table 2 Land Use Policies of the Three Corridor Specific Plan	
Land Use Policy 1	Provide for a variety of housing types throughout the plan areas.
Land Use Policy 3	Provide affordable housing within he plan areas consistent with the City's General Plan
Land Use Policy 6	Actively promote the "revitalization" of underutilized land.
Land Use Policy 8	Encourage the development of mixed use office buildings in proximity to existing transit stops

Overall Design of the Project DR-21-05

The scale and detail of the building were designed to contextually blend with this section of San Pablo Avenue streetscape, which is a blend of newer and older buildings with varied setbacks and varied building forms. Ground street level offices are carefully places to ensure unit privacy and a given commercial storefront appeal to blend into the diversity of services provided along San Pablo Avenue. To activate the San Pablo corridor in keeping with priorities and principles set forth in Pinole's Three Corridor Specific Plan, the design places the lobby and entrance, service office, and property management office along the project frontage, featuring storefront windows and a minimal setback. The building entrance and lobby will provide a welcoming and secure point-of-entrance for residents and visitors alike. A spacious multi-purpose community room is located just off of the lobby, which in turn is connected via an outdoor pathway to a large patio terrace/courtyard in the rear of the property to facilitate indoor/outdoor activities. Residential units are located on the first through fourth floors; the upper floors are fully accessible and served by an elevator.

Generous landscaping is incorporated to create a sense of being built into the surroundings and allows for a softer transition from the heavier street traffic. In order to achieve the character built within Pinole, the building has been laid out to ensure the parking and many of the units are tucked behind the main façade

which becomes the feature to assist in defining the project and achieving the goal to fit into the distinct identity of Pinole. The proposed site plan includes large green space at the south end of the site that is designed for shared community use and programmed with amenities such as a children's play area, and community garden beds.

Findings:

1.The proposed project is consistent with the objectives of the general plan and complies with applicable zoning regulations, planned development, master plan or specific plan provisions, improvement standards, and other applicable standards and regulations adopted by the city;

General Plan, Specific Plan and Zoning Regulations:

As stated above in this report, General Plan and Specific Plan goals, policies, and action items have been identified to satisfy consistency with this project, the City of Pinole General Plan, and the Three Corridor Specific Plan. As described above, this project is asking for some concessions that are permitted under state density bonus law. The proposed project is consistent with the Three Corridor Specific Plan as well as the Zoning Ordinance of the City of Pinole.

Building Architecture

The architecture for the project includes a mix of materials and colors. The mix of materials and colors will be used will provide a modern looking building. The building will be a mixture of stucco, horizontal hardie siding with fiber cement board and batten materials that give the building a wood look and finish.
Another feature that is being used on this project is the office style windows in the front of the windows to give the building a mixed use look from the street. Design components can be found on Page A-5 of the Design and Development Plan Set.

Landscape Plan

The landscape plan includes the removal of the existing trees on the project site and replacement with new trees. A conceptual landscape plan is provided with potential tree, shrub and ground cover choices that are drought tolerant and well-suited to Pinole's climate. Much of the proposed new landscape material is proposed inside the complex with some landscaping along San Pablo Avenue. As described in the Landscape Plan on page, L2.01, they are prescribing to plant 40 trees plus shrubs and ground cover. This project will be replacing approximately 16 existing trees. Based on the layout of the plan, the trees will need to be removed. There are no heritage trees on the site.

Density Bonus/Affordable Housing

As stated above, this Project is zoned CMU, Commercial Mixed-Use. The maximum density for this area is 30 units per acre. The Parcel is 0.61 acres. Based on the zoning and the size of the parcel, SAHA is allowed to build a maximum of 19 units. All residential projects in the City are required to have an affordable housing component. Section 17.32.020 requires that 15 percent of the propose project shall be affordable and 40 percent of that number is required for very low income. Based on the 19 units, SAHA is required to

provide 3 units for 80 percent of median income and 2 of those units are required to be for persons making 120 percent of median income. The project exceeds the Municipal Code requirements for affordability.

SAHA is proposing that 19 units would be available for people making sixty percent (60%) of the area median income or less. By SAHA proposing that all of the units are affordable, State Law allows for an 80 percent maximum density bonus. SAHA is requesting the maximum density bonus which allows SAHA to build 33 units. The density bonus request is consistent with state law density bonus requirements.

When a project is using a density bonus, the applicant is allowed concessions and waivers from the City to relieve SAHA of burdens of the City Codes. SAHA is requesting three (3) concessions of City Standards. The concessions are listed below:

> *Concession 1 – SAHA is requesting a further reduction of parking stalls. SAHA is proposing 16 parking stalls.* Under the Density Bonus law, the maximum number of parking spots that can be required for the project is 37. *This concession would eliminate an additional 21 of the required parking stall for this project.*
>
> *Concession 2 – SAHA is requesting that a reduction of usable open space per unit. SAHA is proposing 5,700 sq. ft. of usable open space. This concession would eliminate 3,300 sq. ft. of usable open space. The Zoning Code requires a maximum 80 sq. ft. of private open space per unit at the ground floor. Based on the design of the project, the only available location on the site for additional space is on the roof. SAHA cannot utilize the roof for open space due to supervision and resident liability.*
>
> *Concession 3 – SAHA is requesting a reduction in parking lot shade. The Zoning Code requires this project to provide a minimum of 60% of shading for pedestrian, and this was met with the proposed Holly Oak in the first revision of the plan. Due to space concerns, the project is proposing to replace the oak trees with Brisbane Box Trees, which will grow to a spread of 20' feet in diameter. The change reduces the shade cover from 60% to 34%. SAHA is requesting a concession for a 24% reduction in parking lot shade.*

Conclusion: Based on the statements above, the concessions requested by the applicant are consistent with state law allowances for density bonus concessions.

2. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation;

San Pablo Avenue is the main access for this project. All of the improvements to San Pablo have been installed. The project will be required to have right-in and right-out with no left turns directly into the project. There is an existing median directly in front of the project that prohibits left outs and left ins to the project area. However, there is a left turn lane on eastbound San Pablo at the intersection of Meadow and San Pablo Avenue. This access will allow residents to go west on San Pablo. There is also a left-hand turn lane on westbound San Pablo to allow residents to make a U-turn to access the project. The project is proposing 16 bicycle stalls, 10 in the rear of the property and 6 in the front. The project is also proposing

separate entrances in the front of the building and the rear of the building for pedestrian access. San Pablo Avenue has improved curb, gutter, and sidewalk for pedestrian access in front of the project area. There is a cross walk with high-visibility striping and pedestrian crossing signage on the west leg of the San Pablo/Meadow Avenue intersection with stop controls for the north and south bound traffic. There are future street projects that will create a pedestrian refuge median to be installed within the crosswalk area. Bicycle lane striping is also proposed on San Pablo Avenue. Page A2.0 shows the separation of bicycles, vehicles, pedestrian entrances and the improved area of San Pablo Avenue.

Conclusion: Based on the discussion above, the proposed project with not create conflicts with vehicular, bicycle or transportation modes of circulation.

3. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans.

The Project layout has most of the amenities within the gated area as seen on page A2.2 of the project plan, the project's site layout as well as the landscaping, lighting, and other development features are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans. The project plans submitted with the application provide the landscaping and lighting plan that is consistent with the General Plan, Three Corridor Specific Plan, and Pinole Zoning Ordinance regulations.

Conclusion: Based on the above discussion, the site layout and development features are compatible with and complement the existing surrounding environment and ultimate character of the area.

4. Qualifying single-family residential, multi-family residential, and residential mixed-use projects shall comply with all relevant standards and guidelines in the city's currently adopted design guidelines for residential development.

SAHA is proposing a multi-family project within the Three Corridors Specific Plan area. The Three Corridors Specific Plan includes design guidelines for multi-family residential projects which include design standards for massing, landscape, setbacks and exterior building design. the design that SAHA has proposed has included elements that are consistent with the Three Corridors Specific Plan. The CMU, Commercial Mixed-Use requires a site to develop a density of between 20.1 and 30 dwelling units per acre. The proposed project maximizes the density with a density bonus and exceeds the 30 dwelling units per acre.

Conclusion – Based on the discussion above, the project is consistent with the Three Corridors Specific Plan design guidelines.

In conducting comprehensive design review, the designated approving authority shall consider the following:

1. Considerations relating to site layout, the orientation and location of building, signs, other structures, open spaces, landscaping, and other development features in relation to the physical characteristics, zoning, and land use of the site and surrounding properties.

The Development Package dated 4/22/2021 as well as the assessment of the project above shows that the project has been designed to consider all of the development features applicable to the project site and surrounding properties. Project orientation along San Pablo Avenue and stepped massing of the building away from San Pablo Avenue creates a visually appealing building. Compliance with 15' side and rear setbacks provide for separation between the project and surrounding structures.

Conclusion: Based on the discussion in the staff report and above, considerations relating to site layout and other design features in relation to the physical characteristics of the site and surrounding properties have been made.

2. Considerations relating to traffic, safety, and traffic congestion, including the effect of the development plan on traffic conditions on abutting streets, the layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways, the adequacy of off-street parking facilities to prevent traffic congestion, and the circulation patterns within the boundaries of the development.

As shown on page A2.0, the ingress and egress for the project is approximately 175 feet from the intersection of San Pablo and Meadow Avenue. Due to the median located in San Pablo Avenue, the vehicular traffic is required to make right-in and right-out movement. The traffic coming from this project is minimal due to the 16 off-street parking stalls. The layout of the site allows for the driveway to be at the most western part of the property, which allow the maximum distance from the intersection of Meadow and San Pablo. The concession of eliminating 45 parking stalls will eliminate on-site conflict within in the development.

Conclusion: Based on the discussion above and in the staff report, the project design addresses and considered traffic, safety, traffic congestion and the effect of the development on traffic conditions on abutting streets (Meadow Avenue). The project also includes appropriately designed vehicle and pedestrian entrance, exits, driveways and walkways. Parking facilities are provided consistent with the requested density bonus concession.

3. Considerations necessary to ensure that the proposed development is consistent with the general plan and all applicable specific plans or other city plans, including, but not limited to, the density of residential units.

As stated above in this report, General Plan and Specific Plan goals, policies, and action items have been identified to satisfy consistency with this project and the City of Pinole General Plan, and the Three Corridor Specific Plan. The project is also consistent with state density bonus law for the density of the residential units

Conclusion: Based on the discussion in the staff report and above, the project is consistent with the General Plan and the Three Corridors Specific Plan.

4. Considerations relating to the availability of city services, including, but not limited to, water, sewer, drainage, police and fire, and whether such services are adequate based upon city standards.

Based on discussions with City Staff and a review of available utility information, this project has availability of water, sewer, drainage, police and fire. The Applicant will be required to install the new green infrastructure in compliance with the most current Contra Costa Clearwater Program Guidelines Program as required under the current Regional Water Quality Control Permit. The Project will also be required to add Trash Capture Devices basins the parking lot prior to the issuance of a building permit for compliance

Conclusion: Based on the discussion above and information in the staff report, city services are available and adequate to serve the site.

ENVIRONMENTAL REVIEW

CEQA provides several "categorical exemptions" which are applicable to categories of projects and activities that the Lead Agency has determined generally do not pose a risk of significant impacts on the environment. The project consists of a residential project within the developed urban area of the city of Pinole. The project is exempt under Section 15332 of the State CEQA Guidelines (Class 32-Infill Development Projects) and under Government Code section 65457 and State CEQA Guidelines Sec. 15182 (Specific Plan Consistency). The detail of these exemptions is located in Attachment 2 of this report.

AFFORDABILITY AGREEMENT AND DISPOSITION AND DEVELOPMENT AGREEMENT

Section 17.32 of the Pinole Zoning Ordinance requires affordable housing projects to enter into an Affordable Housing Agreement. The Affordable Housing Agreement shall be made a condition of the discretionary planning entitlements for all qualifying projects granted a density bonus. The Affordable Housing Agreement shall include an affordable housing plan and shall be reviewed and approved by the City Council. The Affordable Housing Agreement also includes the duration of the affordability in conformance with the requirements of the Pinole Zoning Code, Pinole Municipal Code, and State Law.

A Disposition Development Agreement (DDA) is an agreement between a developer (SAHA) and the City which sets forth terms and conditions under which the City can sell land to a private developer. For this project, the City has owned this property for decades under the Redevelopment Agency. Since the dissolution of Revelopment Agencies in 2011, the City has held the property as a housing asset and is required to use or sell the land for affordable housing purposes.

Both of these agreements are approved by the City Council, and are not reviewed by the Planning Commission. However, the Planning Commission is required to find that the sale of the property is consistent with the General Plan. The sale of this property is consistent with the General Plan for the reasons described above.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions after holding a public hearing.

Adopt Resolution 21-09 recommending approval to the City Council for a Comprehensive Design Review and CEQA-Notice of Exemption, and finding that the disposition of 811 San Pablo conforms with the General Plan

ATTACHMENTS

1. Draft Resolution 21-09 – with Exhibit A, Conditions of Approval.
2. CEQA Determination -- Notice of Exemption
3. Development Plan Package date April 22, 2021 (under separate cover)
4. Draft Deposition & Development Agreement
5. Draft Affordability Agreement

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PLANNING COMMISSION RESOLUTION 21-09
WITH EXHIBIT A: CONDITIONS OF APPROVAL

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE RECOMMENDING APPROVAL TO THE CITY COUNCIL FOR A COMPREHENSIVE DESIGN REVIEW (DR 21-05) TO CONSTRUCT 33 AFFORDABLE UNITS AND MAKE SITE IMPROVEMENTS, LOCATED AT 811 SAN PABLO AVENUE (APN – 402-166-030) AND FINDs THAT THE DISPOSITION OF 811 SAN PABLO AVENUE CONFORMS WITH THE GENERAL PLAN

WHEREAS, Eve Stewart, (SAHA), (Applicant) filed an application with the City of Pinole for a Comprehensive Design Review, for the purpose of constructing 33 affordable housing units and in accordance with Title 17, of the Pinole Municipal Code; and

WHEREAS, the Project site is located on the south side of San Pablo Ave approximately 200 feet west of Meadow Avenue (APN: 402-166-030); and

WHEREAS, the site has General Plan Land Use Designation of MUSA, Mixed-Use Sub-Area, a Specific Land Use Designation of Mixed Use, and a zoning of CMU, Commercial Mixed Use, and development; and

WHEREAS, the applicant has proposed 100% affordability for the units and has requested a density bonus as permitted by State Law, including a request for three (3) concessions/waivers; and

WHEREAS, the project is subject to a Disposition Development Agreement due to the City of Pinole owning the property; and

WHEREAS, as required by Chapter 17.32 of the Pinole Zoning Ordinance the applicant is required to enter into an Affordable Housing Agreement for the inclusionary housing requirement; and

WHEREAS, the City Council shall serve as the authority to approve the entitlement requests, since at least one entitlement request associated with SAHA Apartment Complex requires City Council approval and project permits, consideration shall be taken by the highest-level designated approving authority under Section 17.10.060 of the Pinole Municipal Code; and

WHEREAS, in compliance with California Environmental Quality Act (CEQA), the City prepared a Notice of Exemption pursuant to Section 15332, Infill Development Project, Government Code 65457, and CEQA Section 15182 Specific Plan Consistency, which is hereby incorporated by reference; and

WHEREAS, a notice of public hearing was distributed to all property owners within 1,000 feet of the project site and a notice was published in the June 18, 2021 edition of the West County Times; and

WHEREAS, the Planning Commission has held a duly noticed public hearing considered

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all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

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 Planning Commission of the City of Pinole hereby recommends that the City Council approve DR 21-05 subject to the Conditions of Approval, applicable to the entire SAHA Apartment Complex, attached as Exhibit A to this Resolution, and determines that the project is consistent with the following findings and other considerations, as provided in the Staff Report dated June 28, 2021 to Planning Commission and hereby incorporated by reference:

Findings

1. The proposed project is consistent with the objectives of the general plan and complies with applicable zoning regulations, planned development, master plan or specific plan provisions, improvement standards, and other applicable standards and regulations adopted by the city.

2. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

3. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans; and

4. Qualifying single-family residential, multi-family residential, and residential mixed-use projects shall comply with all relevant standards and guidelines in the city's currently adopted design guidelines for residential development.

Other Consideration in accordance with Section 17.12.150 (H):

1. Considerations relating to site layout, the orientation and location of building, signs, other structures, open spaces, landscaping, and other development features in relation to the physical characteristics, zoning, land use of the site and surrounding properties have been made.

2. Considerations relating to traffic, safety, and traffic congestion, including the effect of the development plan on traffic conditions on abutting streets, the layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, driveways, and walkways, the adequacy of off-street parking facilities to prevent traffic congestion, and the circulation patterns within the boundaries of the development have been made.

3. Considerations necessary to ensure that the proposed development is consistent with the general plan and all applicable specific plans or other city plans, including, but not limited to, the density of the residential units have been made.

4. Considerations relating to the availability of city services, including but not limited to, water, sewer, drainage, police and fire, and whether such services are adequate based on

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upon city standards have been made.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pinole hereby recommends that the City Council find the approval of DR 21-05 and the sale of 811 San Pablo categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Infill Development Project, Government Code 65457 and CEQA Guidelines Section 15182 Specific Plan Consistency, as set forth in the notice of exemption on file with the City Clerk and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pinole hereby concludes that the disposition of the 811 San Pablo conforms to the City of Pinole General Plan pursuant to Government Code section 65402, based upon the substantial evidence presented to the Planning Commission during its meeting on June 27, 2021.

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PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 28th day of June 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Timothy Banuelos, Chair, 2021-2022

ATTEST:

_____
David Hanham, Planning Manager

3792648.1

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Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review request for SAHA Apartments (APN 402-166-030), as shown on the project plans date-stamped received June 14, 2021, unless otherwise conditioned. The proposed project shall be built in a manner consistent with all applicable federal, state, and local regulations.	On-Going	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.	On-Going	Development Services Department	
3.	All building permit drawings and subsequent construction shall substantially conform to the approved drawings and application materials. Any modifications must be reviewed by the Planning Manager who shall determine whether the modification requires additional review and approval by the Planning Commission.	On-Going	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	Prior to Issuance of Building Permits			
4.	LANDSCAPE AND FENCING PLAN – The applicant shall prepare and submit a final full detailed landscape, fencing and irrigation plan for review and approval by the Development Services Department prior to the issuance of building permits. The landscape, fencing and irrigation plan shall include the number, type, and size of all proposed new trees, shrubs, and groundcover specimens. Any new fencing or gate design details shall be included within the building construction plans. All proposed plantings shall be drought-tolerant and well-suited to the City's climate zone. The detailed landscape, fencing and irrigation plan shall be consistent with all applicable requirements of the Municipal Code including Chapter 17.44. The detailed landscape plan shall ensure that: a. All shrubs shall be a minimum 5-gallon size. b. Light-colored, high albedo materials or vegetation shall be installed for at least fifty percent of all sidewalks, patios, and driveways. Specific design material information and specifications for the permeable pavers and crushed rock shall be included within the final landscape plan.	Prior to Issuance of Building Permits	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	c. High water use turf grasses and other similar plantings shall only be utilized in high-use areas with high visibility or functional needs. When only drought-tolerant turf grasses are used, the turf area shall be limited to twenty-five percent (25%) of all irrigated, landscaped areas. When non-drought-tolerant turf grasses or a combination of non-drought-tolerant and drought-tolerant turf grasses is used, the turf area shall be limited to fifteen percent (15%) of all irrigated, landscaped areas. d. At least twenty-five percent (25%) of the lot area and no more than forty percent (40%) of the front yard area shall be non-pervious surface. Additionally, at least ninety percent (90%) of the plants selected in non-turf areas shall be well suited to the climate of the region and require minimal water once established. Up to ten percent (10%) of the plants may be of a non-drought-tolerant variety, provided they are grouped together and can be irrigated separately e. Tree protection measures provided by a certified arborist shall be included in the landscape plan.			
5.	WATER EFFICIENT LANDSCAPING – The Applicant shall demonstrate compliance with Water Efficient Landscaping requirements, pursuant to Pinole Municipal Code Chapter 15.54, including submittal of a Landscape	Prior to Issuance of Building	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	Documentation Package as described in Chapter 15.54 and consistent with State Water Efficient Landscape Ordinance provisions.	Permits		
6.	PARKING LOT LIGHTING – Lights shall be provided in the parking area. All lighting used to illuminate such parking facilities shall be approved by the Development Services Department. Any lighting used shall be so arranged as to reflect the light away from adjoining residential areas or public streets. Lighting shall be installed with the intent to provide only as much light as is necessary for public safety and shall satisfy the requirements of Chapter 17.46	Prior to Issuance of Building Permits	Development Services Department	
7.	REFUSE AREA DESIGN AND SERVICE – The project shall provide for service by Republic Services. The area and access to trash, recycling and green waste containers shall be approved in advance by Republic Services.	Prior to Issuance of Building Permits	Development Services Department	
8.	MECHANICAL EQUIPMENT – 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 screened from view. All wall mounted heating units or air conditioners shall be flush-mounted.	Prior to Issuance of Building Permits	Development Services Department	
9.	DRAINAGE PLANS - The applicant shall prepare a construction drainage plan and final drainage plan for Development Services Department review and approval. The construction drainage plan will show how drainage will be handled during construction. The final drainage plan will	Prior to Issuance of Building	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	show how drainage will be handled after construction is complete. Site design shall avoid drainage of water from one property onto another property and shall be subject to approval by the City Engineer.	Permits		
10.	AFFORDABLE HOUSING AGREEMENT –The Applicant shall execute the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and record the document in the Official Records of Contra Costa County.	Prior to Issuance of Grading Permits or Building Permits	Development Services Department	
11.	CULTURAL RESOURCES – Prior to the issuance of any construction permit, the Applicant shall submit a plan and report detailing how on-site monitoring shall be carried out on the site as requested by a local tribe. Monitoring activities shall be carried out per the report, and inspection notes shall be submitted to the City prior to issuance of an occupancy permit for the building.	Prior to Issuance of Grading Permits or Building Permits	Development Services Department	
12.	CULTURAL RESOURCES - Prior to the issuance of any construction permit, construction plans shall include a requirement (via notation) indicating that if historic and/or cultural resources or human remains are encountered during construction or other site work, all such work shall be halted immediately within the area of discovery and the contractor shall immediately notify the City of the discovery. In such case, the applicant	Prior to Issuance of Grading Permits or Building Permits	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	shall retain, at their own cost, the services of a qualified archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the City for review and approval a report of the findings and method of curation or protection of the resources. Further construction work within the vicinity of the discovery, as identified by the qualified archaeologist, shall not be allowed until the preceding steps have been taken.			
13.	PRE-CONSTRUCTION WASTE MANAGEMENT PLAN - The applicant shall complete a pre-construction waste management plan. Forms can be obtained from the Development Services Department.	Prior to Issuance of Building Permits	Development Services Department	
14.	PERMITS, BONDS, AND INSURANCE - The applicant shall obtain an encroachment permit, posting the required bonds and insurance, for any work to be done in the City's right-of-way. This encroachment permit shall be obtained prior to the issuance of a building permit and prior to any work being done in the City's right-of-way.	Prior to Issuance of Building Permits	Development Services Department	
15.	DEVELOPMENT IMPACT FEES - The applicant shall pay all applicable development impact fees prior to issuance of the building permit.	Prior to Issuance of Building Permits	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
16.	EROSION CONTROL PLAN – The applicant shall submit an erosion control plan in accordance with the City's Grading Ordinance (PMC §15.36.190) 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 (PMC §08.20) the applicant shall submit: 1. Storm Water Pollution Prevention Plan (SWPPP) 2. Strom Water Control Plan (SCP) Certified by an Architect or Engineer. 3. Operation and Maintenance.	Prior to Issuance of Grading Permits or Building Permits	Development Services Department	
17.	MATERIAL HAULING - The applicant shall submit a proposed material hauling route and schedule. All material hauling activities including, but not limited to, adherence to approved route, hours of operation, dust control and street maintenance shall be the responsibility of the applicant (as per Section 15.36.080 of the Municipal Code). Violation of the applicable may be cause for suspension of work.	Prior to Issuance of Building Permits	Development Services Department	
18.	WATER SUPPLY SYSTEM - Prior to issuance of a building permit 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, if applicable, shall provide required fire flows at all stages.	Prior to Issuance of Building Permit	Fire Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
19.	SEWER CONNECTION - The project is within the service area of the Pinole/Hercules Water Pollution Control Plant. The proposed project shall have a unique connection to the public sewer collection system. The connection to the sewer system will require a permit from the City of Pinole, the payment of sewer user fees, and payment of a sewer connection fee prior to the issuance of building permits.	Prior to Issuance of Building Permit	Development Services Department	
20.	CONDITIONS ON PLANS - These project conditions of approval listed below under the heading "During Construction and Prior to Occupancy" shall appear on the building plans.	Prior to Issuance of Building Permit	Development Services Department	
	During Construction and Prior to Occupancy			
21.	CERTIFIED GRADED PAD - A California-Licensed Engineer shall certify that the graded construction pad for the proposed dwelling unit has been adequately compacted and designed to support the proposed dwelling unit.	During Construction	Development Services Department	
22.	CONSTRUCTION SITE INFORMATION – A construction contact person's name, mobile phone number, and email address shall be posted on the project site during the duration of construction. The property address shall be clearly marked during the project construction process.	During Construction	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
23.	CONSTRUCTION ACTIVITY - The building permit holder shall ensure the following provisions to control noise, dust, and construction debris nuisance occur during construction: A. Building construction activities shall occur only between 7:00A.M. and 5:00 P.M., Monday through Friday on non-federal holidays. Interior construction work may occur between 9:00A.M. and 6:00P.M. on weekends if requested and approved by the City as allowed under Chapter 15.02 of the City Municipal Code. B. All construction vehicles shall be properly maintained and equipped with exhaust mufflers and meet State and Federal standards. C. Newly disturbed soil surfaces shall be watered down regularly throughout the day and any construction grading activity shall be discontinued in wind conditions greater than 10 miles per hour. D. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation. E. All excavated or silty materials shall be covered with a tarp during transit to and from the site.	During Construction	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
	F. All construction debris shall be covered with a tarp during transit from the site. G. The construction site shall be maintained in an orderly fashion and litter shall be contained and properly disposed of on a daily basis.			
24.	SITE MAINTENANCE - The construction site shall be cleaned of garbage and debris on a daily basis and maintained in an orderly fashion. All construction equipment shall be secured at the end of each day of construction.	During Construction	Development Services Department	
25.	INSPECTIONS - The applicant shall notify the Development Services Department at least forty-eight (48) hours prior to starting any work pertaining to on-site drainage facilities, grading, or paving, as well as any work in the City's right-of-way as per Section 15.36.230 of the Municipal Code. 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	
26.	ACCESS TO SAN PABLO AVENUE - Project construction vehicles and vehicles belonging to construction workers shall not block access to San Pablo Avenue or any other public roadway.	During Construction	Development Services Department	

Exhibit A
Planning Commission Resolution 21-09 CONDITIONS OF APPROVAL

		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
27.	SIDEWALK, CURB AND GUTTER REPAIR - The applicant shall repair and replace to existing City standards, any sidewalk, curb and gutter abutting the project site.	Prior to Occupancy	Development Services Department	
28.	POST-CONSTRUCTION WASTE MANAGEMENT Report - The applicant shall complete a post-construction waste management report prior to issuance of a certificate of occupancy.	Prior to Occupancy	Development Services Department	
29.	ADDRESSING - Prior to issuance of a “Certificate of Occupancy” or final building inspection approved illuminated numbers and addresses shall be installed in compliance with Section 15.02.050 of the Municipal Code.	Prior to Occupancy	Development Services Department	
30.	EASEMENTS – The Applicant shall complete recordation of all new, modified, or removed easements on the project site.	Prior to Occupancy	Development Services Department	
31.	LANDSCAPING CERTIFICATE OF COMPLETION – A Certificate of Completion shall be submitted by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor certifying that the landscape project has been installed per the approved Landscape Documentation Package	Prior to Occupancy	Development Services Department	

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Satellite Affordable Housing Associates

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Project Location

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Project Specifics

- Project sits on .61 acres/26,571.6 sq. ft.
- Project has MUSA, Mixed Use Sub-Are, General Plan Land Use designation
- Project has Mixed-Use Sub-Area – San Pablo Ave Corridor, Three Corridor Specific Plan designation
- Project has a Commercial Mixed Use Zoning Ordinance designation

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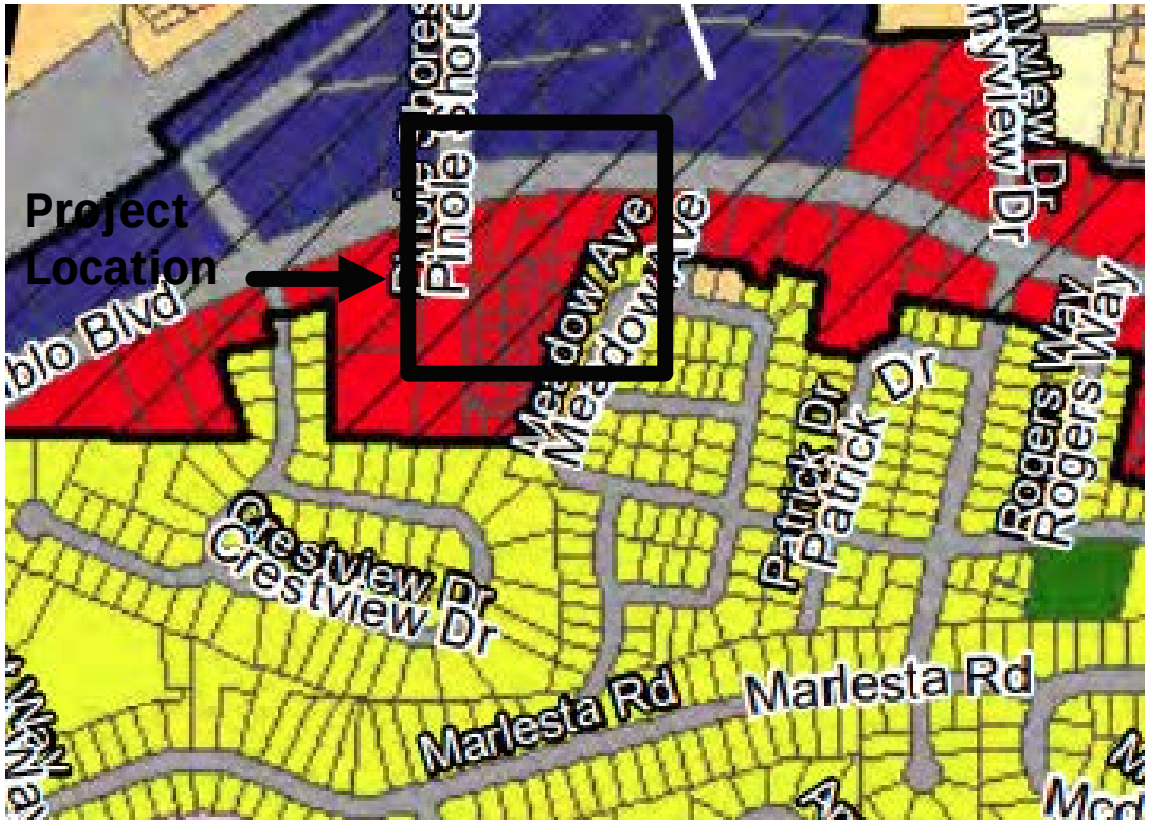
General Plan Land Use Designation



MUSA - Mixed Use Sub-Area (10.1- 50 DU/AC)

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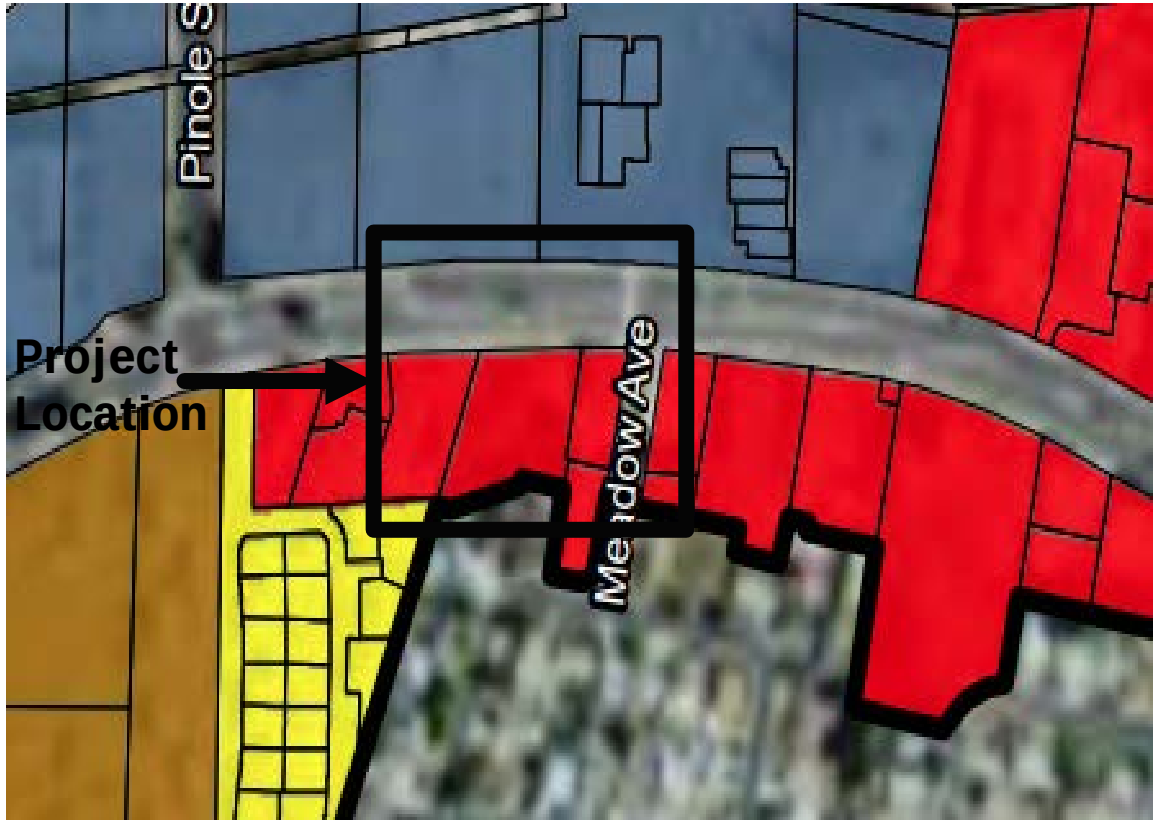
Three Corridor Specific Plan Land Use Designation



San Pablo Corridor

Mixed Use Sub-Area

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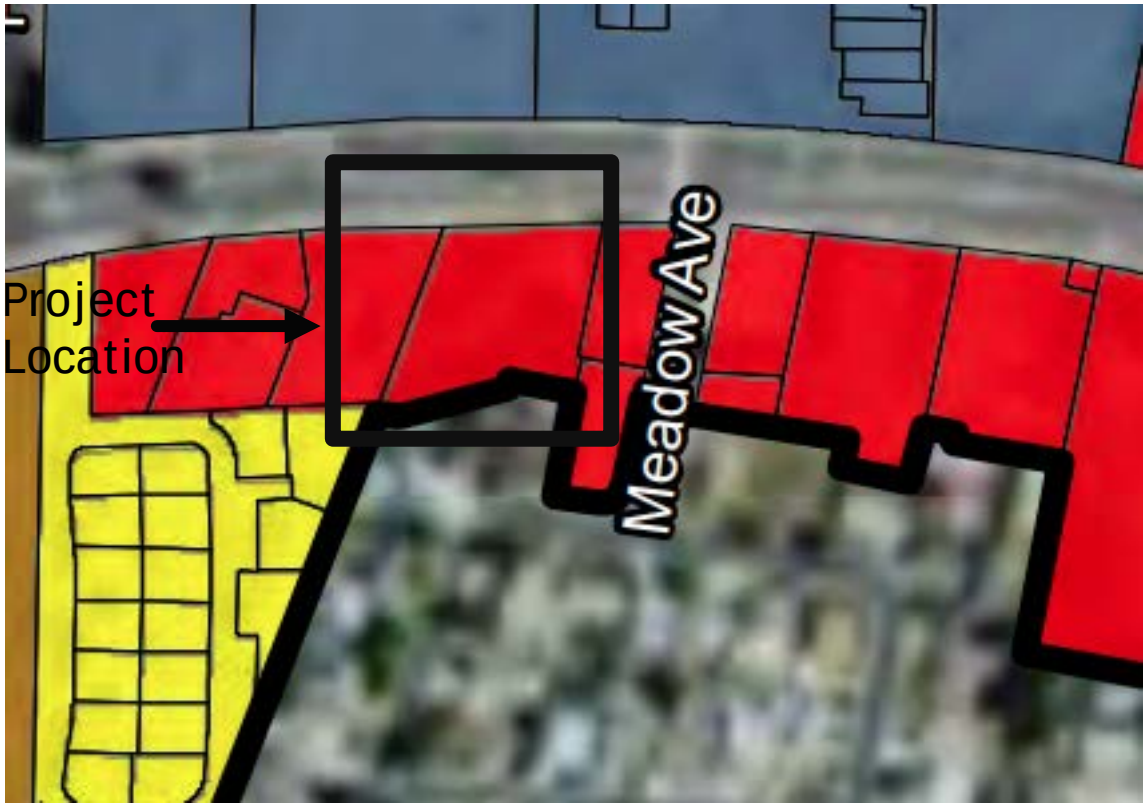
Zoning Ordinance Designation



CMU - Commercial Mixed Use (20.1 - 30.0 du/acre; min 51% commercial

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Project Statistics

- SAHA is proposing to construct 33 multi-family residential units 32 Family Units and one (1) manager unit for a total of 30,680 sq. ft.
- SAHA is proposing to build 29 one bedroom (589 sq ft) and four (4) two-bedroom units (879 sq. ft)
- SAHA is proposing 16 vehicle parking stalls and 22 bike racks (6 racks are located in the front portion of the property and 16 racks are located in the rear portion of the property underneath a covered structure.
- SAHA is proposing XXX square feet of landscaping and open space.

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Development Standards

Standard	Requirement	Proposed
Height	50’ Maximum*	50’
Setbacks	Front - 0-10 ft Side – 0 except when adjacent to existing residential then it is 15 ft. Rear – 0 except when adjacent to existing residential then it is 15 ft.	3.5 feet front setback 15 feet side adjacent to residential to the east of the project. 15 feet rear adjacent to residential to the rear
Parking – One Bedroom Unit Two Bedroom Unit	1.5 spaces per dwelling unit (garage enclosed or covered) and .3 spaces per unit for visitor parking. 2 assigned spaces per dwelling unit (1 space must be garaged enclosed or covered) and .3 space per dwelling unit for visitor parking. Total parking required – 51 resident parking stalls and 10 visitor stalls	**SAHA is proposing 16 parking stalls.

* Special Height Requirement- any additional stories above the 3rd story must be set back at one-to-one height to setback ratio, or a 45-degree slope
** SAHA is requesting a concession of 58 parking stalls due to the Density Bonus for the project.

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Development Standards, cont.

Standard	Requirement	Proposed
Open Space	1. 80 sq ft of private open space 2. 300 sq ft per unit of improved usable space = 9,900	0 sq ft private open space* 3,225 sq ft of improved usable space**
Density Bonus	Applicant Request	SAHA is proposing an 80% density bonus in compliance with new State Law on density bonus

- SAHA is asking for a concession for private open space

** SAHA is asking for a concession for improved usable space

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Density Bonus Request

- SAHA is proposing an 100% affordable housing project
- SAHA is proposing an 80% density bonus for its project compatible with State Law
- Due to the 100% affordability factor, SAHA is eligible for concessions from the City.
- SAHA is requesting three (3) concessions for this project. (Parking, Usable Open Space and Private Open Space Standards)

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Concession Requests

- As Stated Above, SAHA is asking for a concession for the following items:
- Parking – SAHA is asking for relief of 58 parking stalls. Under Density Bonus Law, the City can only require 37 parking stalls. This concession would eliminate 21 of the required parking stalls.
- Open Space – SAHA is asking for relief of 3,300 sq ft of usable open space and the 80 sq ft of private open space. Based on the design of the project, the only available location on the site for additional space is on the roof. SAHA cannot utilize the roof without adding another story due to supervision and resident liability.
- Parking Lot Shade – SAHA is asking relief for 26% of the parking shade required due to the Oak Trees being proposed will grow to big for the project area and they are proposing to use Brisbane Box Trees.

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CITY COUNCIL REPORT

8B

DATE: JULY 6, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: AMENDING DEFINITION OF "OFFICES, BUSINESS AND PROFESSIONAL" IN SECTION 17.22.020(F)(40) OF THE PINOLE MUNICIPAL CODE AND CHAPTER 11, DEFINITIONS, IN THE THREE CORRIDORS SPECIFIC PLAN

RECOMMENDATION

The Planning Commission and staff recommends that the City Council conduct a public hearing for the first reading and introduction of an ordinance approving an amendment to the definition of "Offices, Business and Professional" in Municipal Code Section 17.22.020(F)(40) and Chapter 11, Definitions, in the Three Corridors Specific Plan (Specific Plan).

BACKGROUND

The need for an amendment to the Zoning Code, Title 17 of the Municipal Code, was identified by the owner/applicant of 2300 Henry Avenue. The property has a General Plan Land Use Designation of Service Sub-Area (SSA) and is within Old Town Sub-Area of the Three Corridors Specific Plan. The property has a Specific Plan designation of Public/Quasi-Public/Institutional (PQI). The Zoning for 2300 Henry Avenue is PQI, Public/Quasi-Public/Institutional.

From 1999 through 2013, this building was used as a dental office. From 2013 through 2017 the building was used for a tax office, and from 2017 through 2020 the building was used for both a tax office and a medical consultation office. However, the medical portion of the office did not include the performing of medical procedures. The medical consultation business left the building in 2021.

REVIEW & ANALYSIS

The General Plan and Three Corridors Specific Plan allow for a wide range of uses throughout the corridors. Over the years, the Pinole Valley Road Corridor has attracted most of the medical, dental, and eye care uses and facilities. Some of those uses include Kaiser, East Bay Ophthalmology, DaVita Dialysis, and several dental offices.

In 2010, when the General Plan and Specific Plan were developed, Pinole Valley Road was divided into three sub-areas:

1. Old Town (Pinole Valley Road North from Henry Avenue to Pear Street/Tennant Ave and the west side of Pinole Valley Road from Tennant to Rafaela)
2. Service Area (Pinole Valley Road south from Henry Avenue to Estrella Court
3. Corridor Area (Pinole Valley Road to Simas).

The building located at 2300 Henry is located in the Old Town portion of the Pinole Valley Road Corridor.

Within the Old Town Sub-Area, there are only three identified designations and zoning areas:

1. MDR, Medium Density Residential
2. CMU, Commercial Mixed Use
3. PQI, Public/Quasi/Public/Institutional

The building located at 2300 Henry is zoned PQI.

The intersection of Henry Avenue and Pinole Valley Road serves as a transition from the Old Town Sub-Area and the Service Sub-Area and the PQI zoning to OPMU, Office Professional Mixed Use zoning. In 2010, the actual land uses on the Old Town side of Henry Avenue/Pinole Valley Road were an office building (1249 Pinole Valley Road) and Collins Elementary School, with a dental office located at 2300 Henry Avenue.

The issue with these two properties is that 1249 Pinole Valley Road is zoned OPMU, and 2300 Henry is zoned PQI. As shown above, the OPMU zoning designation is not one of the land use designations or zones in the Old Town Area. Staff is assuming that 2300 Henry was inadvertently lumped into the school property zoning of PQI, even though the building has historically been used as a professional office or a dental office since it was built.

The applicant has had a number of clients looking for a dental office at this location due to its past history. To determine the best course of action, staff reviewed the following options that would allow for the reinstatement of a dental office:

Option 1: Major General Plan/Specific Plan/Zoning Ordinance Amendment for both 1249 Pinole Valley Road and 2300 Henry Avenue

This option would allow the City to amend the zoning at the intersection. However, based on the changes, it may trigger new impacts under CEQA that were not previously analyzed in the General Plan/Specific Plan Environmental Impact Report. Potential new impacts could include impacts to the intersection and the surrounding uses due to land use intensification. The range of uses would need to identify and analyzed. Due to the complexity and potential new environmental considerations, staff did not find this option worth pursuing.

Option 2: General Plan/Specific Plan/Zoning Ordinance Amendment for 2300 Henry Avenue

This option would only address the zoning issue with 2300 Henry Avenue. In this option, the only zoning that would be consistent for both the dental office and the professional office would be CMU, Commercial Mixed Use. By changing the zoning to CMU, the site could transition to any of the uses that are included in the CMU Zone District. These uses include restaurants, retail, and hotels/motels as permitted uses and vehicle services, bars & night clubs, and alcoholic beverage sales with Conditional Use Permits. The change of uses that would take place with this amendment would also require new environmental analysis. In addition, these additional uses may not be desirable given the interface of the property to the school and residential uses to the west. Due to the potential of this option to add uses that may not be appropriate by changing the zoning, this option was found to be problematic by staff.

Option 3: Amend the definition of "Offices, Business and Professional" contained in the Zoning Code and Three Corridors Specific Plan to add dental offices as part of the use

This option has a very narrow scope in that by amending the definition, it would not change the zoning, or the land use table listed in the Specific Plan for Pinole Valley Road. It would allow dental offices within a PQI zone district, which is currently not allowed. The change would affect all of the PQI zoned properties in that dental offices would be allowed as a professional office. In addition, changing this definition will also make dental offices allowed on all other parcels in the City on which "Offices, Business and Professional" is a permitted use. Staff has reviewed the Zoning Code and does not believe this change will cause any negative impacts. Medical Services – General (which includes dental offices) is already a permitted use on most parcels where "Offices, Business and Professional" is allowed.

After reviewing all of these options, staff is recommending Option 3 for the following reasons:

1. By just changing the definition to add dental office to the Offices, Business and Professional definition, it will allow a use that has been allowed in the past.
2. The addition of this land use will not negatively impact surrounding land uses and will not impact the school.
3. It does not conflict with other zoning districts, because in all of the other non-residential zoning districts, dental offices are allowed under the Medical Services, General definition.

4. Currently, all of the properties that are zoned PQI have a public use. There are no vacant parcels that have a PQI zoning designation.

The Planning Commission considered and approved the proposed amendment to the Municipal Code and Three Corridors Specific Plan at its meeting of May 24, 2021

FISCAL IMPACT

Approving this Ordinance will not have a fiscal impact.

ATTACHMENT(S)

Attachment A: Draft City Council Ordinance

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ATTACHMENT A

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE AMENDING THE DEFINITION OF "OFFICES, BUSINESS AND PROFESSIONAL" IN SECTION 17.22.020(F)(40) OF THE PINOLE MUNICIPAL CODE AND CHAPTER 11, DEFINITIONS, OF THE THREE CORRIDOR SPECIFIC PLAN

WHEREAS, Chapter 17.18 of the Pinole Municipal Code currently establishes the framework for zoning districts within the City of Pinole and their relationship to the City's General Plan land use categories; and

WHEREAS, Chapter 17.22 of the Pinole Municipal Code currently establishes the framework allowed land uses within the City of Pinole and their relationship to the City's General Plan land use categories; and

WHEREAS, the City adopted a Three Corridors Specific Plan on November 16, 2010 to plan development within portions of San Pablo Avenue, Pinole Valley Road, and Appian Way corridors: and

WHEREAS, The Zoning Code (Title 17 of the Municipal Code) and the Three Corridors Specific Plan are intended to serve as tools for implementing the City's General Plan in a manner that protects the public health, safety, and welfare of residents and businesses of Pinole; and is intended to facilitate prompt review of development proposals and provide for public information, review, and comment on development proposals that influence the community's quality of life; and is also intended to ensure compatibility between residential and non-residential development and adjacent land uses; and

WHEREAS, the City is proposing to change the definition of "Offices, Business and Professional" contained in the Zoning Code and Three Corridor Specific Plan in order to include dental offices; and

WHEREAS, the proposed amendments will allow dental offices to operate on any parcel on which "Offices, Business and Professional" is an allowed use; and

WHEREAS the Planning Commission held a duly noticed public hearing related to the proposed Zoning Code and Specific Plan amendment on May 24, 2021; and

WHEREAS, after close of the public hearing, the Planning Commission considered all public comments received both before and during the public hearing, the presentation by city staff, the staff

report, and all other pertinent documents regarding the proposed amendments and voted to recommend the City Council adopt an ordinance approving the proposed Zoning Code and Specific Plan amendments by a vote of 7-0; and

WHEREAS, the City Council held a duly noticed public hearing to consider the proposed amendments to the Zoning Code and Specific Plan on June 15, 2021, at which time all interested persons had the opportunity to be heard; and

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

WHEREAS, the City Council finds that the proposed amendments to the Zoning Code are consistent with and support the Pinole General Plan and Three Corridors Specific Plan, as amended, by supporting economic development through the provision of additional high-quality services; and

WHEREAS, the City Council desires to adopt the proposed changes to the Zoning Code.

NOW THEREFORE, BE IT RESOLVED, that the Pinole City Council does here ordain as follows :

Section 1. Recitals --The above recitals are true and correct and made a part of this Ordinance

Section 2. Municipal Code Amendment. Section 17.22.020 (F) (40) of the Pinole Municipal Code is hereby amended to read as follows (with additions <u>underlined</u>):

"40. *OFFICES, BUSINESS AND PROFESSION*- This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies, management consulting), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, <u>dental</u>, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see "Medical Services, General"); temporary offices, or offices that are incidental and accessory to another business or sales activity that is the primary use (see "Offices, Accessory"). Outdoor storage of materials is prohibited."

Section 3. Specific Plan Amendment. The Definition of "Office – Business and Professional" contained in Chapter 11, Definitions, of the Three Corridors Specific Plan is hereby amended to read as follows (with additions <u>underlined</u>): "Office – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, <u>dental</u>, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer

programming, photography studios). This use does not include medical offices (see "Medical Services") Outdoor storage of materials is prohibited."

Section 4. Severability.

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

Section 6. California Environmental Quality Act ("CEQA").

The proposed amendments are exempt from CEQA based on the rule set forth in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a minor text amendments and addition, it can be seen with certainty that there is no possibility that the proposed amendments to the Zoning Code and Three Corridors Specific Plan will have a significant effect on the environment.

Section 7. Effective Date.

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

Section 8. Publication.

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

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PASSED AND ADOPTED by the City Council of the City of Pinole on this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Norma Rubin-Martinez, Mayor 2021-2022

ATTEST:

_____

Heather Iopu, City Clerk

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CITY COUNCIL REPORT

9A

DATE: JULY 6, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: COUNCIL MEMBER REQUESTS FOR ADDITIONAL APPROPRIATIONS IN FISCAL YEAR (FY) 2021/22

RECOMMENDATION

Staff recommends that the City Council discuss additional appropriations for fiscal year (FY) 2021/22, beyond those included in the adopted FY 2021/22 Operating and Capital Budget, and adopt a resolution approving any additional appropriations the City Council would like to add at this time.

BACKGROUND

At its meeting on June 29, 2021, the City Council adopted the FY 2021/22 Operating and Capital Budget. It included a number of items in addition to those included in the revised final proposed budget. Although the City Council adopted the budget at that meeting, the Council's consideration of additional appropriations for FY 2021/22 was cut short. As such, to allow the Council to complete its consideration of additional appropriations for FY 2021/22, an agenda item of "Council Member Requests for Additional Appropriations in Fiscal Year (FY) 2021/22" has been placed on the City Council agenda for the meeting of July 6, 2021.

REVIEW AND ANALYSIS

At its meeting on June 15, 2021, the City Council directed staff to include in the FY 2021/22 Operating and Capital Budget several Capital Improvement Plan (CIP) projects including the following to be funded by unassigned fund balances in the General Fund, Measure S 2014 Fund, and the Solid Waste Fund:

- General Fund unassigned fund balance:
    - Faria House renovations ($1,400,000);
    - Emergency Power for Critical Facilities ($200,000);
    - Brandt Court Improvements ($170,000);
    - Recycled Water Master Planning ($200,000);

- Measure S 2014 unassigned fund balance:
    - Municipal Broadband ($60,000); and
- Solid Waste Fund:
    - Installation of High Capacity Trash Bins ($425,000).

During the integration of the new CIP projects into the FY 2021/22 budget, only the costs for the first year of the five-year CIP were budgeted. Since then, the FY 2021/22 budget has been amended to include the total cost for each of the new CIP projects.

At is meeting on June 29, 2021, the City Council adopted the FY 2021/22 budget including several new initiatives as detailed in the table below. In sum, the adopted FY 2021/22 budget includes the following:

- The revised final proposed budget;
- All funded Capital Improvement Plan (CIP) projects fully funded in FY 2021/22;
- Removal of the Faria House renovations; and
- City Council additions from its meeting on June 29, 2021.

The resulting ending fund balances at June 30, 2022 are estimated as follows:

	General Fund	Measure S 2006	Measure S 2014	Total
Estimated Fund Balance, July 1	$6,409,284	$1,988,935	$4,327,864	$12,726,083
Revised Final Proposed FY 2021/22 Budget:				
Revenue Total	17,290,542	2,163,746	2,173,000	
Expenditure Total	19,366,711	2,528,352	3,552,871	
Net Operating Results	(2,076,169)	(364,606)	(1,379,871)	
Estimated Fund Balance, June 30	**4,333,115**	**1,624,329**	**2,947,993**	**8,905,437**
Capital Improvement Plan (CIP) Projects Moved to FY 2021/22:				
Emergency Power for Critical Facilities	200,000			
Municipal Broadband			60,000	
Recycled Water Master Planning	200,000			
Total CIP Projects Moved to FY 2021/22	**400,000**	**-**	**60,000**	**460,000**
6/29/21 City Council Additions:				
Total compensation benchmarking study for management and confidential employees	20,000			
Economic development	80,000			
Weatherization/energy efficiency program	250,000			
Defund Faria House renovations	(500,000)			
Two Community Safety Officers from part time to full time			100,000	
On-call consultants for capital projects			150,000	
Revitalization Reserve			10,000	
Business Development/Community Help Reserve			10,000	
Total 6/29/21 City Council Additions	**(150,000)**	**-**	**270,000**	**120,000**
Adopted FY 2021/22 Operating and Capital Budget :				
Revenue Total	17,290,542	2,163,746	2,173,000	
Expenditure Total	19,616,711	2,528,352	3,882,871	
Net Operating Results	(2,326,169)	(364,606)	(1,709,871)	**(4,400,646)**
Revised Estimated Fund Balance, June 30	**$4,083,115**	**$1,624,329**	**$2,617,993**	**$8,325,437**

Additionally, staff added back 0.75 full-time equivalent (FTE) to the Public Community Television Fund, which was inadvertently removed during the budget development process. This increases the City's total FTEs for FY 2021/22 from 123.63 to 124.38, as reflected in the Budgeted Positions (FTE) summary.

FISCAL IMPACT

The adopted FY 2021/22 Operating and Capital Budget uses approximately $2.3 million of General Fund unassigned fund balance, $364,606 of Measure S 2006 unassigned fund balance, and $1.7 million of Measure S 2014 unassigned fund balance, for a total of $4.4 million. It should be noted that this does not include any use of the City's $8.7 million General Reserve. For all other funds, anticipated revenues are projected to equal or exceed projected expenditures. In some cases, fund balances are proposed to be used, as shown in the budget summaries of the FY 2021/22 Operating and Capital Budget.

Any additional appropriations that the City Council makes from unassigned fund balance would impact the balances noted above.

ATTACHMENTS

A – Resolution Approving Additional Appropriations in Fiscal Year (FY) 2021/22

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ATTACHMENT A

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING ADDITIONAL APPROPRIATIONS FOR FISCAL YEAR (FY) 2021/22

WHEREAS, the City Manager has presented a Revised Final Proposed Fiscal Year (FY) 2021/22 Operating and Capital Budget for the City of Pinole; and

WHEREAS, the City Council has held a public meeting on the matter of the Revised Final Proposed Fiscal Year (FY) 2021/22 Operating and Capital Budget and has discussed the individual department and fund budgets with City staff members; and

WHEREAS, the City Council has solicited public input on the Revised Final Proposed Fiscal Year (FY) 2021/22 Operating and Capital Budget; and

WHEREAS, the City Council approved a resolution adopting the final Fiscal Year (FY) 2021/22 Operating and Capital Budget at its meeting of June 29, 2021, which included the Revised Final Proposed Fiscal Year (FY) 2021/22 Operating and Capital Budget and a number of amendments approved by the City Council at the meeting of June 29, 2021; and

WHEREAS, the Adopted Fiscal Year (FY) 2021/22 Operating and Capital Budget established the following appropriation by fund:

100	General Fund	$19,616,711
105	Measure S - 2006 Fund	2,528,352
106	Measure S - 2014 Fund	3,882,871
160	Equipment Reserve Fund	279,000
200	Gas Tax Fund	895,365
201	Restricted Real Estate Maintenance Fund	26,000
203	Public Safety Augmentation Fund	204,574
205	Traffic Safety Fund	20,261
206	Supplemental Law Enforcement Svc Fund	104,188
207	NPDES Storm Water Fund	420,685
209	Recreation Fund	1,542,048
212	Building & Planning Fund	1,727,753
213	Refuse Management Fund	140,858
214	Solid Waste Fund	761,445
215	Measure C and J Fund	937,189
225	Asset Seizure-Adjudicated Fund	86,562
276	Growth Impact Fund	258,000
285	Housing Land Held for Resale Fund	228,798
310	Lighting & Landscape District Fund	62,125
317	Pinole Valley Caretaker Fund	14,755
324	Public Facilities Fund	70,000
325	City Street Improvements Fund	1,133,105
327	Park Grants (Measure WW) Fund	189,758
377	Arterial Streets Rehabilitation Fund	775,297
500	Sewer Enterprise Fund	9,265,093
505	Cable Access TV Fund	570,763

525	Information Systems Fund	1,011,527
750	Recognized Obligation Retirement Fund	194,899

TOTAL OPERATIONS BUDGET $46,947,982

WHEREAS, estimated revenues and transfers anticipated to fund appropriations for expenditures for the FY 2021/22 Fiscal Year are presented in Exhibit A (Budget Summaries). Any changes to the established control limits will be subject to approval by resolution of the City Council; and

WHEREAS, all positions listed in the "Budgeted Positions (FTE)" (Exhibit B) are hereby authorized positions; and

WHEREAS, the Council's consideration of additional appropriations for FY 2021/22 at its meeting of June 29, 2021 was cut short; and

WHEREAS, to allow the Council to complete its consideration of additional appropriations for FY 2021/22, an agenda item of "Council Member Requests for Additional Appropriations in Fiscal Year (FY) 2021/22" has been placed on the City Council agenda for the meeting of July 6, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that the following additional appropriations for FY 2021/22 are hereby incorporated into the FY 2021/22 Operating and Capital Budget:

1. [*Specific Appropriations to be Added by the City Council during the July 6 meeting*]

PASSED AND ADOPTED this **6th** day **July 2021,** by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **6th** day of **July, 2021.**

_____

Heather Iopu, CMC

City Clerk

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Exhibit A

Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Revenue, Expenditures, and Fund Balance by Fund

	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 100 - General Fund									
Revenue									
311 - Property Taxes	4,615,198	3,837,167	4,514,755	4,146,109	4,146,109	2,720,329	4,146,109	4,230,122	2%
Basic 1% Property Tax	*2,300,253*	*2,461,344*	*2,595,604*	*2,856,109*	*2,856,109*	*1,563,476*	*2,856,109*	*3,072,882*	8%
RPTTF and Passthrough Payments	*2,314,944*	*1,375,823*	*1,919,151*	*1,290,000*	*1,290,000*	*1,156,853*	*1,290,000*	*1,157,240*	-10%
312 - Sales and Use Taxes	3,875,926	3,994,720	3,788,080	3,345,879	3,991,200	2,720,755	3,991,200	4,224,661	6%
313 - Utility Users Tax	1,926,796	1,812,844	1,809,832	1,896,000	1,896,000	1,375,581	1,896,000	1,915,000	1%
314 - Franchise Taxes	747,625	735,311	750,002	750,000	750,000	606,495	750,000	779,000	4%
315 - Other Taxes	880,271	884,902	826,504	785,000	785,000	645,641	785,000	800,000	2%
Other Tax/Transient Occupancy Tax	*513,368*	*485,499*	*444,453*	*410,000*	*410,000*	*305,785*	*410,000*	*418,000*	2%
Other Tax/Business License	*366,903*	*399,403*	*382,051*	*375,000*	*375,000*	*339,855*	*375,000*	*382,000*	2%
321 - Intergovernmental Taxes	1,732,370	1,836,501	1,952,717	2,006,163	2,006,163	1,009,595	2,006,163	2,082,883	4%
322 - Federal Grants			-		322,800	-	322,800	-	-100%
323 - State Grants	32,401	109,993	40,193	45,000	45,000	8,731	45,000	40,000	-11%
324 - Other Grants	47,026	57,026	47,026	47,026	287,857	240,831	287,857	47,026	-84%
332 - Permits	98,312	57,354	65,987	66,700	66,700	60,642	66,700	68,700	3%
341 - Review Fees	41,002	44,484	13,730	27,000	27,000	26,385	27,000	28,000	4%
342 - Other Fees	73,632	69,934	41,929	39,500	39,500	20,007	39,500	40,694	3%
343 - Abatement Fees	720	15,893	46,060	13,800	13,800	3,172	13,800	7,000	-49%
351 - Fines and Forfeiture	41,279	51,741	16,874	36,050	36,050	8,366	20,000	22,050	-39%
361 - Public Safety Charges	60,812	42,563	4,051	33,548	33,548	27,227	33,548	33,548	0%
361 - Public Safety Charges/Dispatch	*910,437*	*924,755*	*1,255,962*	*1,272,567*	*1,272,567*	*979,686*	*1,272,567*	*1,306,248*	3%
370 - Interest and Investment Income	34,244	209,773	176,093	100,000	100,000	15,379	100,000	100,000	0%
381 - Rental Income	97,027	89,500	89,661	89,896	89,896	64,889	89,896	89,896	0%
383 - Reimbursements	63,306	92,767	23,257	15,000	15,928	71,985	78,928	15,928	0%
384 - Other Revenue	148,062	7,077	47,205	8,100	8,100	2,901	8,100	5,100	-37%
392 - Proceeds from Sale of Property	10,017,210	1,290	13,855	1,000	56,197	83,209	83,209	601,000	969%
393 - Loan/Bond Proceeds	-	1,500,000	500,000	-	-	55,197	55,197	-	0%
Revenue Total	**25,443,655**	**16,375,596**	**16,023,772**	**14,724,338**	**15,989,415**	**10,747,004**	**16,118,574**	**16,436,856**	**3%**
399 - Transfers In	-	6,290,688	-	-	-	-	-	-	
399 - Transfers In from Section 115 Pension Fund	-	-	-	882,013	882,013	476,366	882,013	853,686	-3%
Sources Total	**25,443,655**	**22,666,285**	**16,023,772**	**15,606,351**	**16,871,428**	**11,223,370**	**17,000,587**	**17,290,542**	**2%**
Expenditures									
Division: 110 - City Council Total:	143,788	141,626	163,703	145,482	173,382	143,813	173,382	176,609	2%
Division: 111 - City Manager Total:	118,949	163,510	206,565	437,043	539,543	468,364	588,592	562,708	4%
Division: 112 - City Clerk Total:	189,036	235,966	183,241	250,145	250,145	174,298	250,145	450,391	80%
Division: 113 - City Treasurer Total:	10,560	10,866	8,592	6,779	9,479	5,679	9,479	8,692	-8%
Division: 114 - City Attorney Total:	269,917	308,240	462,151	149,136	384,136	226,796	302,393	310,200	-19%
114 - City Attorney Services	*480,746*	*509,176*	*721,388*	*464,010*	*699,010*	*375,835*	*501,113*	*564,000*	-19%
114 - City Attorney Indirect Cost Allocations	*(210,829)*	*(200,935)*	*(259,237)*	*(314,874)*	*(314,874)*	*(149,039)*	*(198,720)*	*(253,800)*	-19%
Division: 115 - Finance Department Total:	425,502	482,018	477,675	510,212	537,712	419,755	537,712	554,890	3%
Division: 116 - Human Resources Total:	325,655	392,207	430,578	276,434	308,934	178,584	308,934	493,624	60%
Division: 117 - General Government Total:	1,298,657	1,544,324	1,704,538	1,701,069	1,701,069	1,051,394	1,701,069	1,709,113	0%
Administrative Total	**2,782,063**	**3,278,757**	**3,637,043**	**3,476,300**	**3,904,400**	**2,668,683**	**3,871,706**	**4,266,227**	**9%**
Division: 221 - Police Operations Total:	3,061,895	3,624,605	3,306,132	4,219,201	4,286,801	2,722,665	3,630,220	4,260,699	-1%
Division: 222 - Police Support Services Total:	855,587	902,310	908,771	1,109,191	1,109,191	631,400	841,867	1,194,650	8%
Division: 223 - Dispatch WBCC Total:	1,641,573	1,718,128	1,878,391	1,920,952	2,042,352	1,458,734	1,944,979	2,077,089	2%
Division: 231 - Fire Total:	2,441,039	2,716,433	3,195,023	4,471,322	4,605,122	3,371,461	4,495,281	3,925,759	-15%
Public Safety Total	**8,000,094**	**8,961,475**	**9,288,317**	**11,720,666**	**12,043,466**	**8,184,259**	**10,912,347**	**11,458,197**	**-5%**
Division: 341 - Administration/Engineering Total:	143,054	183,755	273,487	161,065	161,065	103,357	161,065	726,404	351%
Division: 342 - Road Maintenance Total:	35,943	50,173	28,451	64,283	64,283	17,503	64,283	225,288	250%
Division: 343 - Facility Maintenance Total:	419,159	480,771	457,490	416,636	416,636	339,643	489,124	693,760	67%
Division: 345 - Park Maintenance Total:	185,510	226,290	228,811	284,823	284,823	167,350	284,823	482,887	70%
Public Works Total	**783,666**	**940,988**	**988,239**	**926,807**	**926,807**	**627,854**	**999,295**	**2,128,339**	**130%**
Division: 461 - Planning Total:	8,206	9,072	4,683	10,021	10,021	6,662	10,021	167,938	1576%
Division: 465 - Code Enforcement Total:	-	70,924	169,010	217,180	217,180	114,769	161,907	201,949	-7%
Community Development Total	**8,206**	**79,996**	**173,693**	**227,201**	**227,201**	**121,430**	**171,928**	**369,887**	**63%**
Division: 551 - Recreation Admin Total								115,000	0%
Division: 554 - Youth Center Total:	132	-	-	-	-	-	-		0%
Division: 557 - Swim Center Total:	196	-	-	-	-	-	-		0%
Recreation Total	**328**	**-**	**-**	**-**	**-**	**-**	**-**	**115,000**	**0%**
481 - Debt Service	572,923	523,631	536,120	555,000	556,107	556,107	556,107	576,107	4%
Sub-Total	**12,147,280**	**13,784,846**	**14,623,412**	**16,905,973**	**17,657,980**	**12,158,334**	**16,511,383**	**18,913,756**	**7%**
499 - Transfers Out	34,095	21,225,833	562,558	702,955	729,762	144,058	729,762	702,955	-4%
Expenditure Total:	**12,181,375**	**35,010,680**	**15,185,971**	**17,608,928**	**18,387,742**	**12,302,392**	**17,241,145**	**19,616,711**	**7%**
Fund: 100 - General Fund Net Results	**13,262,279**	**(12,344,395)**	**837,802**	**(2,002,578)**	**(1,516,315)**	**(1,079,022)**	**(240,558)**	**(2,326,170)**	
Fund Balance, July 1	**6,319,750**	**19,582,029**	**5,812,041**	**6,649,843**	**6,649,843**		**6,649,843**	**6,409,284**	
Fund Balance, June 30	**19,582,029**	**7,237,635**	**6,649,843**	**4,647,265**	**5,133,528**		**6,409,284**	**4,083,114**	

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Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Revenue, Expenditures, and Fund Balance by Fund

	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 105 - Measure S 2006 Fund									
Revenue									
312 - Sales and Use Taxes	2,165,664	2,146,708	1,951,039	1,825,669	2,046,000	1,448,031	2,046,000	2,142,000	5%
370 - Interest and Investment Income	12,796	24,151	35,471	20,000	20,000	4,636	9,000	20,000	0%
383 - Reimbursements	49,765	-	-	-	1,746	4,000	4,000	1,746	0%
Revenue Total:	**2,228,225**	**2,170,860**	**1,986,510**	**1,845,669**	**2,067,746**	**1,456,667**	**2,059,000**	**2,163,746**	**5%**
399 - Transfers In from Section 115 Pension Fund	-	-		294,558		182,670			0%
Sources Total	**2,228,225**	**2,170,860**	**1,986,510**	**2,140,227**	**2,067,746**	**1,639,337**	**2,059,000**	**2,163,746**	**5%**
Expenditures									
Division: 115 - Finance Department Total:	1,392	616	2,246	2,433	2,433	300	2,433	2,450	1%
Division: 221 - Police Operations Total:	1,216,568	1,428,127	1,476,686	1,402,432	1,408,432	1,043,568	1,363,753	1,514,158	8%
Division: 222 - Police Support Services Total:								330,510	0%
Division: 223 - Dispatch WBCC Total:	143,088	-	1,955	-				-	0%
Division: 231 - Fire Total:	714,030	743,819	1,018,699	760,659	760,659	277,335	489,754	681,234	-10%
Expenditure Total:	**2,075,079**	**2,172,561**	**2,499,586**	**2,165,524**	**2,171,524**	**1,321,203**	**1,855,940**	**2,528,352**	**16%**
Fund: 105 - Measure S -2006 Net Results	**153,146**	**(1,702)**	**(513,076)**	**(25,297)**	**(103,778)**	**318,134**	**203,060**	**(364,606)**	
Fund Balance, July 1	**2,667,103**	**2,820,249**	**2,298,951**	**1,785,875**	**1,785,875**		**1,785,875**	**1,988,935**	
Fund Balance, June 30	**2,820,249**	**2,818,547**	**1,785,875**	**1,760,578**	**1,682,097**		**1,988,935**	**1,624,329**	
Fund: 106 - Measure S 2014 Fund									
Revenue									
312 - Sales and Use Taxes	2,121,226	2,139,620	1,950,798	1,825,669	2,046,000	1,453,491	2,046,000	2,142,000	5%
370 - Interest and Investment Income	15,527	35,583	77,760	30,000	30,000	13,775	30,000	30,000	0%
383 - Reimbursements	-	600	-	-	1,000	1,000	1,000	1,000	0%
Revenue Total:	**2,136,753**	**2,175,803**	**2,028,558**	**1,855,669**	**2,077,000**	**1,468,266**	**2,077,000**	**2,173,000**	**5%**
399 - Transfers In from Section 115 Pension Fund	-	-		96,887	-	532	532		0%
Sources Total	**2,136,753**	**2,175,803**	**2,028,558**	**1,952,556**	**2,077,000**	**1,468,798**	**2,077,532**	**2,173,000**	**5%**
Expenditures									
Division: 110 - City Council Total:	-	12,800	46,600	-	5,900	5,900	5,900	5,900	0%
Division: 114 - City Attorney Total:	77,078	25,282	27,318	-					0%
Division: 115 - Finance Department Total:	4,192	1,450	2,246	2,433	2,433	300	2,433	2,450	1%
Division: 117 - General Government Total:	763,888	544,918	692,500	693,000	693,000	591,250	693,000	715,500	3%
Division: 118 - Information Systems Total:	81,334	54,964	21,748	42,600	36,700	-	-	102,600	180%
Administrative Total	**926,492**	**639,414**	**790,412**	**738,033**	**738,033**	**597,450**	**701,333**	**826,450**	**12%**
Division: 221 - Police Operations Total:	38,254	15,695	363,908	110,000	110,000	54,616	72,821	110,000	0%
Division: 222 - Police Support Services Total:	-	-	67,734	83,641	83,641	72,132	95,831	211,513	153%
Division: 223 - Dispatch WBCC Total:	-	-	25,000	-			-		0%
Division: 231 - Fire Total:	199,863	298,801	301,089	444,489	444,489	227,892	314,833	445,249	0%
Public Safety Total	**238,117**	**314,497**	**757,731**	**638,130**	**638,130**	**354,640**	**483,485**	**766,762**	**20%**
Division: 341 - Administration/Engineering Total:	47,073	15,147	-	64,255	64,255	44,015	64,255	215,458	235%
Division: 342 - Road Maintenance Total:	-	-	29,210	140,000	206,000	46,590	55,907	322,708	57%
Division: 343 - Facility Maintenance Total:	59,727	227,101	131,848	344,064	906,064	120,263	159,310	960,301	6%
Division: 344 - NPDES Storm Drain Total:	-	7,061	13,759	175,000	367,000	2,472	10,000	217,000	-41%
Division: 345 - Park Maintenance Total:	4,223	74,897	358,722	85,000	690,242	27,156	36,208	490,242	-29%
Public Works Total	**111,023**	**324,207**	**533,539**	**808,319**	**2,233,561**	**240,497**	**325,680**	**2,205,709**	**-1%**
Division: 461 - Planning Total:	-	-	14,030	-				20,000	0%
Division: 465 - Code Enforcement Total:	-	-	29,430	-					0%
Community Development Total	**-**	**-**	**43,460**	**-**	**-**	**-**	**-**	**20,000**	**0%**
Division: 551 - Recreation Administration Total:	8,130	-	-	-					0%
Division: 552 - Senior Center Total:	-	-	-	23,000	30,000	-	-	51,000	70%
Division: 553 - Tiny Tots Total:	-	-	14,593	550	757	-	-	2,950	290%
Division: 554 - Youth Center Total:	-	-	-	-	8,200	-	-	10,000	22%
Recreation Total	**8,130**	**-**	**14,593**	**23,550**	**38,957**	**-**	**-**	**63,950**	**64%**
Expenditure Total:	**1,283,762**	**1,278,117**	**2,139,735**	**2,208,032**	**3,648,681**	**1,192,587**	**1,510,498**	**3,882,871**	**6%**
Fund: 106 - MEASURE S-2014 Net Results	**852,991**	**897,686**	**(111,177)**	**(255,476)**	**(1,571,681)**	**276,211**	**567,034**	**(1,709,871)**	
Fund Balance, July 1	**2,148,863**	**3,001,854**	**3,872,007**	**3,760,830**	**3,760,830**		**3,760,830**	**4,327,864**	
Fund Balance, June 30	**3,001,854**	**3,899,540**	**3,760,830**	**3,505,354**	**2,189,149**		**4,327,864**	**2,617,993**	
Fund: 150 - General Reserve Fund									
Revenue									
370 - Interest and Investment Income	14,183	151,668	319,153			29,170	333,515		
399 - Transfers In	200,000	4,600,806					948,601		
Revenue Total:	214,183	4,752,474	319,153	-	-	29,170	1,282,116	-	
Expenditures									
Expenditure Total:									
Fund: 150 - General Reserve Net Results	**214,183**	**4,752,474**	**319,153**	**-**	**-**	**29,170**	**1,282,116**	**-**	
Fund Balance, July 1	**2,171,306**	**2,385,489**	**7,137,963**	**7,457,116**	**7,457,116**		**7,457,116**	**8,739,232**	
Fund Balance, June 30	**2,385,489**	**7,137,963**	**7,457,116**	**7,457,116**	**7,457,116**		**8,739,232**	**8,739,232**	
Fund: 160 - Equipment Reserve Fund									
Revenue									
384 - Other Revenue					-	43,459	43,459		
399 - Transfers In	-	-	85,000	85,000	85,000	85,000	85,000	85,000	0%
Revenue Total:	**-**	**-**	**85,000**	**85,000**	**85,000**	**128,459**	**128,459**	**85,000**	**0%**
Expenditures									
Division: 221 - Police Operations Total:	-	33,936	-	-					
Division: 342 - Road Maintenance Total:					194,000	-	-	194,000	
Division: 345 - Park Maintenance Total:	-	82,303	-	80,000	80,000	-	-	80,000	0%
Division: 461 - Planning Total:	-	-	-	5,000	5,000	-	-	5,000	0%
Expenditure Total:	**-**	**116,239**	**-**	**85,000**	**279,000**	**-**	**-**	**279,000**	**0%**
Fund: 160 - EQUIPMENT RESERVE Net Results	**-**	**(116,239)**	**85,000**	**-**	**(194,000)**	**128,459**	**128,459**	**(194,000)**	
Fund Balance, July 1	**146,188**	**146,188**	**29,949**	**114,949**	**114,949**		**114,949**	**243,408**	
Fund Balance, June 30	**146,188**	**29,949**	**114,949**	**114,949**	**(79,051)**		**243,408**	**49,408**	

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	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 200 - Gas Tax Fund									
Revenue									
321 - Intergovernmental Taxes	519,757	754,674	789,998	861,465	861,465	538,023	861,465	906,667	5%
370 - Interest and Investment Income	1,973	5,879	18,024	5,000	5,000	1,888	3,600	5,000	0%
383 - Reimbursements					7,636	7,636	7,636	7,636	0%
Revenue Total:	**521,730**	**760,554**	**808,022**	**866,465**	**874,101**	**547,547**	**872,701**	**919,303**	**5%**
Expenditures									
Division: 341 - Administration/Engineering Total:					1,449	2,023	2,023		-100%
Division: 342 - Road Maintenance Total:	-	403,967	577,100	514,175	1,606,607	1,096,928	1,606,607	895,365	-44%
Expenditure Total:	**-**	**403,967**	**577,100**	**514,175**	**1,606,607**	**1,096,928**	**1,606,607**	**895,365**	**-44%**
Fund: 200 - Gas Tax Fund Net Results	**521,730**	**356,586**	**230,922**	**352,290**	**(732,506)**	**(549,381)**	**(733,906)**	**23,938**	
Fund Balance, July 1	**276,470**	**798,200**	**696,522**	**927,444**	**927,444**		**927,444**	**193,538**	
Fund Balance, June 30	**798,200**	**1,154,787**	**927,444**	**1,279,734**	**194,938**		**193,538**	**217,476**	
Fund: 201 - Restricted Real Estate Maintenance Fund									
Revenue									
342 - Other Fees	3,625	1,825	475	3,175	3,175	475	475	3,175	0%
381 - Rental Income	5,784	70,833	3,787	36,816	36,816	34,150	36,816	36,816	0%
Revenue Total:	**9,409**	**72,658**	**4,262**	**39,991**	**39,991**	**34,625**	**37,291**	**39,991**	**0%**
Expenditures									
Division: 343 - Facility Maintenance Total:	28,681	19,413	24,476	37,175	37,175	12,902	37,175	26,000	-30%
Expenditure Total:	**28,681**	**19,413**	**24,476**	**37,175**	**37,175**	**12,902**	**37,175**	**26,000**	**-30%**
Fund: 201 - Restricted RE Maintenance Fund Net Result	**(19,272)**	**53,245**	**(20,213)**	**2,816**	**2,816**	**21,724**	**116**	**13,991**	
Fund Balance, July 1	**152,858**	**133,586**	**186,832**	**166,618**	**166,618**		**166,618**	**166,734**	
Fund Balance, June 30	**133,586**	**186,832**	**166,618**	**169,434**	**169,434**		**166,734**	**180,725**	
Fund: 203 - Public Safety Augmentation Fund									
Revenue									
321 - Intergovernmental Taxes	164,543	202,489	185,306	170,266	170,266	126,708	170,266	170,266	0%
370 - Interest and Investment Income	1,442	3,201	7,117	2,500	2,500	1,281	2,500	2,500	0%
Revenue Total:	**165,985**	**205,691**	**192,423**	**172,766**	**172,766**	**127,989**	**172,766**	**172,766**	**0%**
Expenditures									
Division: 221 - Police Operations Total:	149,159	131,658	179,741	189,512	189,512	113,792	189,512	204,574	8%
Expenditure Total:	**149,159**	**131,658**	**179,741**	**189,512**	**189,512**	**113,792**	**189,512**	**204,574**	**8%**
Fund: 203 - Public Safety Augmentation Fund Net Resu	**16,826**	**74,032**	**12,682**	**(16,746)**	**(16,746)**	**14,197**	**(16,746)**	**(31,808)**	
Fund Balance, July 1	**262,300**	**279,126**	**353,158**	**365,840**	**365,840**		**365,840**	**349,094**	
Fund Balance, June 30	**279,126**	**353,158**	**365,840**	**349,094**	**349,094**		**349,094**	**317,286**	
Fund: 204 - Police Grants Fund									
Revenue									
323 - State Grants			9,197						0%
324 - Other Grants	328,000	328,000	300,500	150,000					0%
384 - Other Revenue		120							0%
Revenue Total:	**328,000**	**328,120**	**309,697**	**150,000**	**-**	**-**	**-**	**-**	**0%**
399 - Transfers In	-	-		-	26,807	2,621			-100%
Sources Total	**328,000**	**328,120**	**309,697**	**150,000**	**26,807**	**2,621**	**-**	**-**	**-100%**
Expenditures									
Division: 227 - Police Grants Total:	324,671	255,638	304,023	152,305	152,305	102,033			-100%
Expenditure Total:	**324,671**	**255,638**	**304,023**	**152,305**	**152,305**	**102,033**	**-**	**-**	**-100%**
Fund: 204 - Police Grants Net Results	**3,329**	**72,482**	**5,674**	**(2,305)**	**(125,498)**	**(99,412)**	**-**	**-**	
Fund Balance, July 1	**44,013**	**47,342**	**119,824**	**125,498**	**125,498**		**-**	**-**	
Fund Balance, June 30	**47,342**	**119,824**	**125,498**	**123,193**	**0**		**-**	**-**	
Fund: 205 - Traffic Safety Fund									
Revenue									
351 - Fines and Forfeiture	32,107	35,181	46,640	45,000	45,000	17,593	45,000	45,000	0%
370 - Interest and Investment Income	673	1,541	3,821	1,500	1,500	757	1,500	1,500	0%
Revenue Total:	**32,780**	**36,722**	**50,461**	**46,500**	**46,500**	**18,350**	**46,500**	**46,500**	**0%**
Expenditures									
Division: 227 - Police Grants Total:	9,579	7,674	6,399	19,719	19,719	565	19,719	20,261	3%
Expenditure Total:	**9,579**	**7,674**	**6,399**	**19,719**	**19,719**	**565**	**19,719**	**20,261**	**3%**
Fund: 205 - Traffic Safety Fund Net Results	**23,201**	**29,048**	**44,062**	**26,781**	**26,781**	**17,786**	**26,781**	**26,239**	
Fund Balance, July 1	**110,991**	**134,192**	**163,240**	**207,302**	**207,302**		**207,302**	**234,083**	
Fund Balance, June 30	**134,192**	**163,240**	**207,302**	**234,083**	**234,083**		**234,083**	**260,322**	
Fund: 206 - Supplemental Law Enforcement Svc Fund									
Revenue									
323 - State Grants	100,000	148,747	155,948	100,000	156,727	156,727	156,727	156,727	0%
370 - Interest and Investment Income	622	1,769	4,955	1,600	1,600	1,092	1,600	1,600	0%
Revenue Total:	**100,622**	**150,515**	**160,903**	**101,600**	**158,327**	**157,818**	**158,327**	**158,327**	**0%**
Expenditures									
Division: 227 - Police Grants Total:	92,612	101,008	60,196	97,897	97,897	70,862	97,897	104,188	6%
Expenditure Total:	**92,612**	**101,008**	**60,196**	**97,897**	**97,897**	**70,862**	**97,897**	**104,188**	**6%**
Fund: 206 - Supplemental Law Enforcement Svc Fund N	**8,009**	**49,507**	**100,707**	**3,703**	**60,430**	**86,956**	**60,430**	**54,139**	
Fund Balance, July 1	**111,087**	**119,096**	**168,604**	**269,310**	**269,310**		**269,310**	**329,740**	
Fund Balance, June 30	**119,096**	**168,604**	**269,310**	**273,013**	**329,740**		**329,740**	**383,879**	

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	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 207 - NPDES Storm Water Fund									
Revenue									
321 - Intergovernmental Taxes	295,916	251,004	259,103	273,132	324,505	9,365	273,132	323,978	0%
370 - Interest and Investment Income	151	29	(190)	150	150	48	150	150	0%
384 - Other Revenue	378	-		-					0%
Revenue Total:	**296,445**	**251,032**	**258,913**	**273,282**	**324,655**	**9,412**	**273,282**	**324,128**	**0%**
Expenditures									
Division: 117 - General Government Total:						2,222	2,222		0%
Division: 342 - Road Maintenance Total:								28,874	0%
Division: 344 - NPDES Storm Drain Total:	273,919	304,913	289,103	377,717	377,717	203,438	274,676	391,844	4%
Expenditure Total:	**273,919**	**304,913**	**289,103**	**377,717**	**377,717**	**205,660**	**274,676**	**420,718**	**11%**
Fund: 207 - NPDES Storm Water Fund Net Results	**22,526**	**(53,881)**	**(30,190)**	**(104,435)**	**(53,062)**	**(196,248)**	**(1,394)**	**(96,590)**	
Fund Balance, July 1	**77,976**	**100,502**	**46,622**	**16,432**	**16,432**		**16,432**	**15,038**	
Fund Balance, June 30	**100,502**	**46,622**	**16,432**	**(88,003)**	**(36,630)**		**15,038**	**(81,552)**	
Fund: 209 - Recreation Fund									
Revenue									
Division: 551 - Recreation Administration									
Division: 551 - Recreation Administration Total:	25,530	17,950	490,358	18,550	10,915	4,138	5,500	17,550	61%
Division: 552 - Senior Center Total:	372,734	384,153	270,294	339,200	31,664	18,305	24,401	224,220	608%
Division: 553 - Tiny Tots Total:	195,505	200,673	110,474	164,722	27,425	18,457	24,609	140,125	411%
Division: 554 - Youth Center Total:	54,157	36,277	26,713	34,065	5,700	1,336	1,781	34,340	502%
Division: 555 - Day Camp Total:	37,419	25,551	14,406	17,820				20,790	0%
Division: 556 - Performing Arts Total:	49,794	46,784	2,630	-					0%
Division: 557 - Swim Center Total:	47,556	57,208	76,407	52,300	24,503	14,002	18,669	139,953	471%
Division: 558 - Memorial Hall Total:	5,000	1,250	10,982	7,832	-	2,500	3,333	7,594	0%
Division: 559 - Tennis Total:	410	370	674	500	-	32	42	350	0%
Revenue Total:	**788,106**	**770,216**	**1,002,938**	**634,989**	**100,207**	**58,769**	**78,335**	**584,922**	484%
399 - Transfers In	33,888	307,214		651,831	651,831	157,642	651,831	608,331	-7%
399 - Transfers In from Section 115 Pension Fund	-	-		11,704					0%
Sources Total	**821,994**	**1,077,430**	**1,002,938**	**1,298,524**	**752,038**	**216,411**	**730,166**	**1,193,253**	**59%**
Expenditures									
Division: 551 - Recreation Administration Total:	151,958	179,931	195,133	275,691	272,696	184,996	272,696	534,654	96%
Division: 552 - Senior Center Total:	428,472	467,615	438,540	497,560	182,601	136,263	182,601	448,819	146%
Division: 553 - Tiny Tots Total:	110,816	131,602	133,396	141,281	87,545	74,346	87,545	149,744	71%
Division: 554 - Youth Center Total:	146,125	149,165	140,656	215,255	93,545	81,778	93,545	216,749	132%
Division: 555 - Day Camp Total:	4,438	3,195	2,087	57,407	49,970	14,702	49,970	64,317	29%
Division: 556 - Performing Arts Total:	39,624	46,868	221	-					0%
Division: 557 - Swim Center Total:	81,201	92,194	81,400	99,950	96,477	57,596	96,477	111,167	15%
Division: 558 - Memorial Hall Total:	3,869	5,092	10,587	7,380	11,741	10,877	11,741	10,900	-7%
Division: 559 - Tennis Total:	3,100	2,310	6,359	4,000	4,708	3,928	4,708	5,700	21%
Expenditure Total:	**969,602**	**1,077,973**	**1,008,380**	**1,298,524**	**799,283**	**564,486**	**799,283**	**1,542,050**	**93%**
Fund: 209 - Recreation Fund Net Results	**(147,608)**	**(543)**	**(5,442)**	**-**	**(47,246)**	**(348,075)**	**(69,117)**	**(348,797)**	
Fund Balance, July 1	**192,778**	**45,170**	**63,585**	**58,143**	**58,143**		**58,143**	**(10,974)**	
Fund Balance, June 30	**45,170**	**44,627**	**58,143**	**58,143**	**10,898**		**(10,974)**	**(359,771)**	
Fund: 212 - Building & Planning Fund									
Revenue									
315 - Other Taxes	159	21	2	-	-	-			0%
323 - State Grants	-	-		160,000	160,000	-	160,000	205,000	28%
332 - Permits	762,459	386,019	310,704	342,000	342,000	210,200	342,000	487,000	42%
341 - Review Fees	262,891	226,729	353,919	255,000	255,000	169,556	255,000	850,000	233%
342 - Other Fees	81,516	85,479	63,816	50,700	50,700	30,581	50,700	50,700	0%
343 - Abatement Fees	6,500	-		-	-	-			0%
344 - Impact Fees	-	3,524		-	-	1,443	1,443		0%
370 - Interest and Investment Income	5,445	8,569	12,265	7,000	7,000	(422)		7,000	0%
383 - Reimbursements	-	-	7,360	-	-	-			0%
384 - Other Revenue	19,857	3,998	(449)	6,000	6,000	-		6,000	0%
Revenue Total:	**1,138,827**	**714,339**	**747,616**	**820,700**	**820,700**	**411,359**	**809,143**	**1,605,700**	**96%**
399 - Transfers In from Section 115 Pension Fund	-	-							0%
Sources Total	**1,138,827**	**714,339**	**747,616**	**820,700**	**820,700**	**411,359**	**809,143**	**1,605,700**	**96%**
Expenditures									0
Division: 461 - Planning Total:	276,037	423,288	431,016	499,903	499,903	270,393	344,039	838,219	68%
Division: 462 - Building Inspection Total:	754,848	565,775	645,050	811,435	811,435	375,296	496,156	889,537	10%
Division: 465 - Code Enforcement Total:	-	31		-					0%
Expenditure Total:	**1,030,885**	**989,094**	**1,076,066**	**1,311,338**	**1,311,338**	**645,688**	**840,196**	**1,727,755**	**32%**
Fund: 212 - Building & Planning Net Results	**107,942**	**(274,755)**	**(328,450)**	**(490,638)**	**(490,638)**	**(234,329)**	**(31,053)**	**(122,055)**	
Fund Balance, July 1	**653,652**	**761,594**	**486,839**	**158,389**	**158,389**		**158,389**	**127,337**	
Fund Balance, June 30	**761,594**	**486,839**	**158,389**	**(332,248)**	**(332,248)**		**127,337**	**5,281**	

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Budget Summaries - Revenue, Expenditures, and Fund Balance by Fund

	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 213 - Refuse Management Fund									
Revenue									
323 - State Grants	66,513	66,161	111,950	60,060	60,060	46,116	60,060	60,060	0%
370 - Interest and Investment Income	4,071	6,383	7,176	6,000	6,000	1,014	6,000	6,000	0%
392 - Proceeds from Sale of Property	-	700		-	-	-		-	0%
Revenue Total:	**70,584**	**73,244**	**119,125**	**66,060**	**66,060**	**47,130**	**66,060**	**66,060**	**0%**
Expenditures									
Division: 344 - NPDES Storm Drain Total:	-	307,432		-					
Division: 346 - Waste Reduction Total:	99,211	103,347	93,143	126,417	126,417	77,737	126,417	140,858	11%
Expenditure Total:	**99,211**	**410,778**	**93,143**	**126,417**	**126,417**	**77,737**	**126,417**	**140,858**	**11%**
Fund: 213 - Refuse Management Fund Net Results	**(28,628)**	**(337,535)**	**25,983**	**(60,357)**	**(60,357)**	**(30,608)**	**(60,357)**	**(74,798)**	
Fund Balance, July 1	**713,366**	**684,738**	**309,195**	**335,178**	**335,178**		**335,178**	**274,821**	
Fund Balance, June 30	**684,738**	**347,204**	**335,178**	**274,821**	**274,821**		**274,821**	**200,023**	
Fund: 214 - Solid Waste Fund									
Revenue									
370 - Interest and Investment Income	3,876	10,164	27,628	8,000	8,000	5,861	8,000	8,000	0%
383 - Reimbursements	247,457	314,229	375,749	360,000	360,000	281,999	360,000	360,000	0%
Revenue Total:	**251,333**	**324,392**	**403,377**	**368,000**	**368,000**	**287,860**	**368,000**	**368,000**	**0%**
Expenditures									
Division: 342 - Road Maintenance Total:					237,800	-		336,445	41%
Division: 343 - Facility Maintenance Total:	-	3,003		20,000					0%
Division: 345 - Parks Maintenance Total:								425,000	
Expenditure Total:	**-**	**3,003**	**-**	**20,000**	**-**	**-**	**-**	**761,445**	**0%**
Fund: 214 - Solid Waste Fund Net Results	**251,333**	**321,390**	**403,377**	**348,000**	**368,000**	**287,860**	**368,000**	**(393,445)**	
Fund Balance, July 1	**582,031**	**833,364**	**1,154,754**	**1,558,131**	**1,558,131**		**1,558,131**	**1,926,131**	
Fund Balance, June 30	**833,364**	**1,154,754**	**1,558,131**	**1,906,131**	**1,926,131**		**1,926,131**	**1,532,686**	
Fund: 215 - Measure C and J Fund									
Revenue									
324 - Other Grants	366,959	379,583	405,252	380,000	390,147	390,147	390,147	390,147	0%
370 - Interest and Investment Income	5,004	9,353	23,857	8,000	8,000	6,354	8,000	8,000	0%
Revenue Total:	**371,963**	**388,936**	**429,109**	**388,000**	**398,147**	**396,501**	**398,147**	**398,147**	**0%**
Expenditures									
Division: 117 - General Government Total:	-	47,049		48,930	48,930	48,930	48,930	48,930	0%
Division: 341 - Administration/Engineering Total:	127,060	77,280	82,819	113,668	113,668	82,035	113,668	120,487	6%
Division: 342 - Road Maintenance Total:	-	-	18,651	30,000	616,000	-		765,772	24%
Division: 343 - Facility Maintenance Total:	6,947	25,542		2,000	2,000	-	2,000	2,000	0%
Expenditure Total:	**134,006**	**149,871**	**101,471**	**194,598**	**780,598**	**130,965**	**164,598**	**937,189**	**20%**
Fund: 215 - Measure C and J Fund Net Results	**237,957**	**239,065**	**327,638**	**193,402**	**(382,451)**	**265,537**	**233,549**	**(539,042)**	
Fund Balance, July 1	**1,016,913**	**1,254,870**	**1,493,935**	**1,821,573**	**1,821,573**		**1,821,573**	**2,055,122**	
Fund Balance, June 30	**1,254,870**	**1,493,935**	**1,821,573**	**2,014,975**	**1,439,122**		**2,055,122**	**1,516,080**	
Fund: 225 - Asset Seizure-Adjudicated Fund									
Revenue									
351 - Fines and Forfeiture	1,251	2,989	5,000						0%
370 - Interest and Investment Income	826	1,339	2,139			238	500		0%
Revenue Total:	**2,077**	**4,328**	**7,139**	**-**	**-**	**238**	**500**	**-**	**0%**
Expenditures									
Division: 221 - Police Operations Total:	18,216	32,639	23,079					86,562	0%
Expenditure Total:	**18,216**	**32,639**	**23,079**	**-**	**-**	**-**	**-**	**86,562**	**0%**
Fund: 225 - Asset Seizure-Adjudicated Fund Net Results	**(16,139)**	**(28,311)**	**(15,940)**	**-**	**-**	**238**	**500**	**(86,562)**	
Fund Balance, July 1			**102,502**	**86,562**	**86,562**		**86,562**	**87,062**	
Fund Balance, June 30			**86,562**	**86,562**	**86,562**		**87,062**	**500**	
Fund: 276 - Growth Impact Fund									
Revenue									
344 - Impact Fees		81,747	33,716			32,090	32,090	229,834	0%
370 - Interest and Investment Income		733	1,842			481	525		0%
Revenue Total:	**-**	**82,480**	**35,557**	**-**	**-**	**32,572**	**32,615**	**229,834**	**0%**
Expenditures									
Division: 344 - NPDES Storm Drain Total:				8,000	8,000			258,000	3125%
Expenditure Total:	**-**	**-**	**-**	**8,000**	**8,000**	**-**	**-**	**258,000**	**3125%**
Fund: 276 - Growth Impact Fund Net Results	**-**	**82,480**	**35,557**	**(8,000)**	**(8,000)**	**32,572**	**32,615**	**(28,166)**	
Fund Balance, July 1			**73,367**	**108,924**	**108,924**		**108,924**	**141,539**	
Fund Balance, June 30			**108,924**	**100,924**	**100,924**		**141,539**	**113,373**	
Fund: 285 - Housing Assets for Resale Fund									
Revenue									
342 - Other Fees	4,700	-		-					0%
370 - Interest and Investment Income	13,610	128,942	62,291	50,000	50,000	7,517	12,000	50,000	0%
381 - Rental Income	72,253	-		-	-	-			0%
384 - Other Revenue	5,500	5,795	750	-	-	-			0%
392 - Proceeds from Sale of Property	-	1,150		-	-	-			0%
393 - Loan/Bond Proceeds	15,024	156,645	44,892	55,000	1,805,000	52,694	1,805,000	1,683,692	-7%
Revenue Total:	**111,086**	**292,531**	**107,933**	**105,000**	**1,855,000**	**60,211**	**1,817,000**	**1,733,692**	**-7%**
Expenditures									
Division: 461 - Planning Total:								77,740	0%
Division: 464 - Housing Administration Total:	563,889	170,110	69,688	174,903	174,903	25,571	35,000	151,058	-14%
Expenditure Total:	**563,889**	**170,110**	**69,688**	**174,903**	**174,903**	**25,571**	**35,000**	**228,798**	**31%**
Fund: 285 - Housing Assets for Resale Net Results	**(452,803)**	**122,421**	**38,245**	**(69,903)**	**1,680,097**	**34,640**	**1,782,000**	**1,504,894**	
Fund Balance, July 1	**1,220,745**	**767,942**	**890,363**	**928,608**	**928,608**		**928,608**	**2,710,608**	
Fund Balance, June 30	**767,942**	**890,363**	**928,608**	**858,705**	**2,608,705**		**2,710,608**	**4,215,502**	

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Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Revenue, Expenditures, and Fund Balance by Fund

	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 310 - Lighting & Landscape District Fund									
Revenue									
321 - Intergovernmental Taxes	34,798	36,854	39,746	42,780	42,780	23,389	42,780	54,768	28%
383 - Reimbursements						14,491	14,491	7,500	0%
399 - Transfers In	5,000	5,000		-					0%
Revenue Total:	**39,798**	**41,854**	**39,746**	**42,780**	**42,780**	**37,880**	**57,271**	**62,268**	**46%**
Expenditures									
Division: 347 - Landscape & Lighting PVR North Total:	17,784	17,776	18,297	21,380	21,380	11,910	15,880	32,315	51%
Division: 348 - Landscape & Lighting PVR South Total:	12,838	17,668	19,875	21,400	21,400	29,068	38,757	29,810	39%
Expenditure Total:	**30,622**	**35,444**	**38,172**	**42,780**	**42,780**	**40,978**	**54,637**	**62,125**	**45%**
Fund: 310 - Lighting & Landscape Districts Net Results	**9,176**	**6,410**	**1,575**	**-**	**-**	**(3,098)**	**2,634**	**143**	
Fund Balance, July 1	**10,302**	**19,478**	**30,613**	**32,188**	**32,188**		**32,188**	**34,821**	
Fund Balance, June 30	**19,478**	**25,887**	**32,188**	**32,188**	**32,188**		**34,821**	**34,964**	
Fund: 317 - Pinole Valley Caretaker Fund									
Revenue									
381 - Rental Income	15,000	15,000	15,000	15,000	15,000	11,250	15,000	15,000	0%
Revenue Total:	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**11,250**	**15,000**	**15,000**	**0%**
Expenditures									
Division: 345 - Park Maintenance Total:	15,546	14,589	15,360	14,867	14,867	10,772	14,867	14,755	-1%
Expenditure Total:	**15,546**	**14,589**	**15,360**	**14,867**	**14,867**	**10,772**	**14,867**	**14,755**	**-1%**
Fund: 317 - Pinole Valley Caretaker Fund Net Results	**(546)**	**411**	**(360)**	**133**	**133**	**478**	**133**	**245**	
Fund Balance, July 1	**185**	**(361)**	**51**	**(309)**	**(309)**		**(309)**	**(176)**	
Fund Balance, June 30	**(361)**	**51**	**(309)**	**(176)**	**(176)**		**(176)**	**69**	
Fund: 324 - Public Facilities Fund									
Expenditures									
Division: 343 - Facility Maintenance Total:	22,738	39,230	50	60,000	60,000			60,000	0%
Division: 345 - Park Maintenance Total:	-	-		10,000	10,000			10,000	0%
Expenditure Total:	**22,738**	**39,230**	**50**	**70,000**	**70,000**	**-**	**-**	**70,000**	**0%**
Fund: 324 - Public Facilities Fund Net Results	**(22,738)**	**(39,230)**	**(50)**	**(70,000)**	**(70,000)**	**-**	**-**	**(70,000)**	
Fund Balance, July 1	**607,023**	**584,285**	**545,055**	**545,005**	**545,005**		**545,005**	**545,005**	
Fund Balance, June 30	**584,285**	**545,055**	**545,005**	**475,005**	**475,005**		**545,005**	**475,005**	
Fund: 325 - City Street Improvements Fund									
Revenue									
323 - State Grants	-	5,183	535	-	-	36,348	36,348		0%
351 - Fines and Forfeiture	1,000	-	18	-	-	-			0%
383 - Reimbursements	-	20,609		-	-	1,417	1,417		0%
399 - Transfers In	225,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	0%
Revenue Total:	**226,000**	**225,792**	**250,553**	**250,000**	**250,000**	**287,764**	**287,765**	**250,000**	**0%**
Expenditures									
Division: 342 - Road Maintenance Total:	1,781	57,421	45,622	1,779,103	1,335,698	207,310	276,413	1,133,105	-15%
Expenditure Total:	**1,781**	**57,421**	**45,622**	**1,779,103**	**1,335,698**	**207,310**	**276,413**	**1,133,105**	**-15%**
Fund: 325 - City Street Improvements Net Results	**224,219**	**168,371**	**204,930**	**(1,529,103)**	**(1,085,698)**	**80,455**	**11,352**	**(883,105)**	
Fund Balance, July 1	**745,266**	**969,485**	**1,089,984**	**1,294,914**	**1,294,914**		**1,294,914**	**1,306,266**	
Fund Balance, June 30	**969,485**	**1,137,856**	**1,294,914**	**(234,189)**	**209,216**		**1,306,266**	**423,161**	
Fund: 327 - Parks Grants (Measure WW) Fund									
Revenue									
370 - Interest and Investment Income	146	266	533	-	-	84	84	-	
Revenue Total:	**146**	**266**	**533**	**-**	**-**	**84**	**84**	**-**	
Expenditures									
Division: 345- Park Maintenance Total:	-	-	-	189,758	189,758	-	-	189,758	0%
Expenditure Total:	**-**	**-**	**-**	**189,758**	**189,758**	**-**	**-**	**189,758**	**0%**
Fund: 327 - Parks Grants (Measure WW) Fund Net Resu	**146**	**266**	**533**	**(189,758)**	**(189,758)**	**84**	**84**	**(189,758)**	
Fund Balance, July 1	**24,493**	**24,638**	**24,904**	**25,437**	**25,437**		**25,437**	**25,522**	
Fund Balance, June 30	**24,638**	**24,904**	**25,437**	**(164,321)**	**(164,321)**		**25,522**	**(164,236)**	
Fund: 377 - Arterial Streets Rehabilitation Fund									
Revenue									
383 - Reimbursements	-	35,631							0%
399 - Transfers In	250,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	0%
Revenue Total:	**250,000**	**235,631**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**0%**
Expenditures									
Division: 342 - Road Maintenance Total:	-	1,302	125,202	796,000	643,281	219,732	292,977	775,297	21%
Expenditure Total:	**-**	**1,302**	**125,202**	**796,000**	**643,281**	**219,732**	**292,977**	**775,297**	**21%**
Fund: 377 - Arterial Streets Rehabilitation Fund Net Res	**250,000**	**234,329**	**124,798**	**(546,000)**	**(393,281)**	**30,268**	**(42,977)**	**(525,297)**	
Fund Balance, July 1	**165,454**	**415,454**	**649,783**	**774,581**	**774,581**		**774,581**	**731,604**	
Fund Balance, June 30	**415,454**	**649,783**	**774,581**	**228,581**	**381,300**		**731,604**	**206,307**	

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Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Revenue, Expenditures, and Fund Balance by Fund

	FY 2017/18 Actual	FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Original Budget	FY 2020/21 Revised Budget	FY 2020/21 Actual Thru Mar-21	FY 2020/21 Projected Year-end	FY 2021/22 Proposed	Prop to Rev Percent Change
Fund: 500 - Sewer Enterprise Fund									
Revenue									
344 - Impact Fees	26,894	-		-	-	-			0%
363 - Sewer Enterprise Charges	6,494,206	7,210,207	7,093,734	7,535,971	7,728,471	4,411,589	7,728,471	7,797,500	1%
370 - Interest and Investment Income	47,274	109,003	277,807	113,000	100,000	44,584	100,000	100,000	0%
383 - Reimbursements	-	1,479		-	-	22,717			0%
384 - Other Revenue	-	148		-	-	-			0%
Revenue Total:	**6,568,375**	**7,320,836**	**7,371,541**	**7,648,971**	**7,828,471**	**4,478,889**	**7,828,471**	**7,897,500**	**1%**
399 - Transfers In from Section 115 Pension Fund	-	-							0%
Sources Total	**6,568,375**	**7,320,836**	**7,371,541**	**7,648,971**	**7,828,471**	**4,478,889**	**7,828,471**	**7,897,500**	**1%**
Expense									
Division: 641 - Sewer Treatment Plant/Shared Total:	5,940,532	3,822,279	3,996,185	4,756,727	5,243,926	2,764,346	5,243,926	5,463,995	4%
Division: 642 - Sewer Collections Total:	908,691	892,637	906,883	2,531,388	3,399,288	656,766	3,399,288	2,191,594	-36%
Division: 644 - WPCP Equipment/Debt Service Total:	233,270	215,195	612,491	518,866	1,607,970	1,608,049	1,608,049	1,609,506	0%
Expense Total:	**7,082,492**	**4,930,110**	**5,515,558**	**7,806,981**	**10,251,183**	**5,029,161**	**10,251,263**	**9,265,095**	**-10%**
Fund: 500 - Sewer Enterprise Fund Net Results	**(514,118)**	**2,390,726**	**1,855,983**	**(158,010)**	**(2,422,713)**	**(550,272)**	**(2,422,792)**	**(1,367,595)**	
Fund Balance, July 1	**10,868,491**	**10,354,373**	**17,928,844**	**19,784,827**	**19,784,827**		**19,784,827**	**17,362,035**	
Fund Balance, June 30	**10,354,373**	**12,745,099**	**19,784,827**	**19,626,817**	**17,362,114**		**17,362,035**	**15,994,440**	
Fund: 505 - Cable Access TV Fund									
Revenue									
314 - Franchise Taxes	36,910	32,702	28,833	35,000	26,486	19,506	26,486	52,972	100%
365 - Cable TV Charges	220,758	188,351	191,537	313,695	134,010	137,947	171,125	316,956	137%
383 - Reimbursements					-	341	341		0%
384 - Other Revenue	3,330	4,020	3,000	3,600	3,600	-		5,000	39%
399 - Transfers In	84,095	132,303	147,804	160,124	160,124	14,729	182,679	160,124	0%
Revenue Total:	**345,093**	**357,375**	**371,175**	**512,419**	**324,220**	**172,523**	**380,631**	**535,052**	**65%**
399 - Transfers In from Section 115 Pension Fund	-	-		26,890					0%
Sources Total	**345,093**	**357,375**	**371,175**	**539,309**	**324,220**	**172,523**	**380,631**	**535,052**	**65%**
Expense									
Division: 119 - Cable Access TV Total:	338,612	357,375	374,875	539,309	445,606	292,112	380,631	377,325	-15%
Division: 120 - Cable Access-Community Services Total:								4,419	0%
Division: 121 - Cable Access-Contract Services Total:								189,020	0%
Expense Total:	**338,612**	**357,375**	**374,875**	**539,309**	**445,606**	**292,112**	**380,631**	**570,763**	**28%**
Fund: 505 - Cable Access TV Net Results	**6,481**	**-**	**(3,700)**	**-**	**(121,386)**	**(119,590)**	**(0)**	**(35,711)**	
Fund Balance, July 1	**(38,016)**	**(31,535)**	**(31,535)**	**(35,235)**	**(35,235)**		**(35,235)**	**(35,235)**	
Fund Balance, June 30	**(31,535)**	**(31,535)**	**(35,235)**	**(35,235)**	**(156,621)**		**(35,235)**	**(70,947)**	
Fund: 525 - Information Systems Fund									
Expense									
Division: 118 - Information Systems Total:	479,441	609,715	795,641	802,890	802,890	475,419	802,890	1,011,527	26%
461 - Indirect cost allocations	(472,846)	(609,715)	(795,641)	(802,890)	(802,890)	(475,419)	(802,890)	(1,011,527)	26%
Expense Total:	**6,595**	**-**	**-**	**-**	**-**	**(0)**	**-**	**-**	**0%**
Fund: 525 - Information Systems Surplus (Deficit):	**(6,595)**	**-**	**-**	**-**	**-**	**0**	**-**	**-**	
Fund Balance, July 1	**(189,574)**	**(196,169)**	**(196,169)**	**(196,169)**	**(196,169)**		**(196,169)**	**(196,169)**	
Fund Balance, June 30	**(196,169)**	**(196,169)**	**(196,169)**	**(196,169)**	**(196,169)**		**(196,169)**	**(196,169)**	
Fund: 700 - Pension Fund									
Revenue									
370 - Interest and Investment Income		924,669	1,010,988			2,004,493	2,120,754		0%
399 - Transfers In		16,287,510							0%
Revenue Total:	**-**	**17,212,179**	**1,010,988**	**-**	**-**	**2,004,493**	**2,120,754**	**-**	**0%**
Expense									
Division: 117 - General Government Total:		52,921	81,434			748,692	2,018,945		0%
Expense Total:	**-**	**52,921**	**81,434**	**-**	**-**	**748,692**	**2,018,945**	**-**	**0%**
Fund: 700 - Pension Fund Net Results	**-**	**17,159,258**	**929,554**	**-**	**-**	**1,255,801**	**101,809**	**-**	
Fund Balance, July 1		**-**	**17,159,258**	**18,088,812**	**18,088,812**		**18,088,812**	**18,190,621**	
Fund Balance, June 30		**17,159,258**	**18,088,812**	**18,088,812**	**18,088,812**		**18,190,621**	**18,190,621**	
Fund: 750 - Recognized Obligation Retirement Fund									
Revenue									
311 - Property Taxes	250,000	250,000	250,000	250,000	250,000	265,900	265,900	250,000	0%
370 - Interest and Investment Income	15,739	26,800	82,725	-		3,228	3,521		0%
384 - Other Revenue	-	1,232		-					0%
393 - Loan/Bond Proceeds	86,435	16,096	14,452	-		9,777	9,777		0%
Revenue Total:	**352,174**	**294,128**	**347,176**	**250,000**	**250,000**	**278,905**	**279,198**	**250,000**	**0%**
Expense									
Division: 463 - Successor Agency to RDA Total:	269,150	237,071	300,640	250,000	250,000	275,588	279,088	194,897	-22%
Expense Total:	**269,150**	**237,071**	**300,640**	**250,000**	**250,000**	**275,588**	**279,088**	**194,897**	**-22%**
Fund: 750 - Recognized Obligation Retirement Fund Ne	**83,023**	**57,057**	**46,536**	**-**	**-**	**3,317**	**110**	**55,103**	

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Exhibit B

Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Budgeted Positions (FTE)

Department	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
CITY MANAGER					
City Manager	1.00	1.00	1.00	1.00	1.00
Assistant City Manager	0.00	0.00	0.00	1.00	0.00
Management Analyst	0.00	0.00	0.00	1.00	1.00
Administrative Assistant	0.00	0.00	0.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	1.00	1.00	1.00	4.00	3.00
CITY CLERK					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	0.00	0.00	0.00	0.00	1.00
Administrative Assistant, *part-time*	0.48	0.48	0.48	0.48	0.48
Total Full-Time Equivalents (FTEs)	1.48	1.48	1.48	1.48	2.48
FINANCE DEPARTMENT					
Finance Director	1.00	1.00	1.00	1.00	1.00
Accountant	0.00	1.00	1.00	1.00	1.00
Accounting Specialist	2.00	1.00	1.00	1.00	1.00
Accounting Technician, *part-time*	0.00	0.48	0.48	0.48	0.48
Accounting Intern, *part-time/temporary*	0.48	0.00	0.00	0.00	0.00
Total Full-Time Equivalents (FTEs)	3.48	3.48	3.48	3.48	3.48
HUMAN RESOURCES					
Assistant City Manager	1.00	1.00	1.00	0.00	0.00
Human Resources Director	0.00	0.00	0.00	0.00	1.00
Human Resources Specialist	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	2.00	2.00	2.00	1.00	2.00
GENERAL GOVERNMENT					
Management Analyst	1.00	1.00	1.00	0.00	0.00
Total Full-Time Equivalents (FTEs)	1.00	1.00	1.00	0.00	0.00
POLICE DEPARTMENT					
SWORN					
Police Chief	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00	2.00
Police Sergeant	6.00	6.00	6.00	6.00	6.00
Police Officer	19.00	19.00	19.00	19.00	19.00
Sub-total Sworn	28.00	28.00	28.00	28.00	28.00
NON-SWORN					
Administrative Secretary	1.00	1.00	1.00	1.00	1.00
Community Safety Specialist	0.96	0.96	1.00	1.00	1.00
Community Service Officer	0.96	0.96	0.96	0.96	0.96
Crossing Guards, *part-time/temporary*	0.50	0.50	0.50	0.50	0.50
Dispatcher	11.00	11.00	11.00	11.00	11.00
Lead Dispatcher	0.00	1.00	1.00	1.00	1.00
Police Property Specialist	1.00	1.00	1.00	1.00	1.00
Police Records Specialist	2.00	2.00	2.00	2.00	2.00
Sub-total Non-Sworn	17.42	18.42	18.46	18.46	18.46
Total Full-Time Equivalents (FTEs)	45.42	46.42	46.46	46.46	46.46

Return to Agenda

Fiscal Year (FY) 2021/22 Operating and Capital Budget
Budget Summaries - Budgeted Positions (FTE)

Department	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
FIRE DEPARTMENT					
SWORN					
Fire Chief	1.00	1.00	1.00	1.00	1.00
Battalion Chief	1.00	1.00	1.00	1.00	1.00
Fire Captain	3.00	3.00	3.00	3.00	5.00
Fire Engineer	3.00	3.00	3.00	3.00	3.00
Fire Fighter/Paramedic	3.00	3.00	3.00	3.00	3.00
Fire Fighter	3.00	3.00	3.00	3.00	3.00
Sub-total Sworn	14.00	14.00	14.00	14.00	16.00
NON-SWORN					
Administrative Assistant	0.48	0.00	0.00	0.00	0.00
Management Analyst	0.00	1.00	1.00	1.00	1.00
Sub-total Non-Sworn	0.48	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	14.48	15.00	15.00	15.00	17.00
PUBLIC WORKS					
Development Services Director/City Engineer	0.50	0.50	0.50	0.50	1.00
Management Analyst	0.00	0.00	0.00	0.00	1.00
Administrative Assistant	1.00	1.00	1.00	0.00	0.00
Environmental Analyst	1.00	1.00	1.00	1.00	1.00
Environmental Assistant	1.00	1.00	1.00	1.00	1.00
Park Caretaker	0.25	0.25	0.25	0.25	0.25
Public Works Manager	1.00	1.00	1.00	1.00	1.00
Public Works Maintenance Supervisor	2.00	2.00	2.00	2.00	3.00
Public Works Maintenance Workers	7.00	7.00	7.00	7.00	8.00
Public Works Specialist	1.00	1.00	1.00	1.00	1.00
Senior Project Manager	1.00	1.00	1.00	1.00	1.00
Treatment Plant Manager	1.00	1.00	1.00	1.00	1.00
WWTP Maintenance Mechanic	1.00	1.00	1.00	1.00	2.00
WWTP Operator	5.00	5.00	5.00	5.00	5.00
Water Pollution Control Plant Intern	0.46	0.46	0.46	0.46	0.46
Water Pollution Control Plant Operation Supervisor	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	24.21	24.21	24.21	23.21	27.71
COMMUNITY DEVELOPMENT					
Community Development Director	0.50	0.50	0.50	0.50	1.00
Planning Manager	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspector	0.00	0.00	0.00	1.00	1.00
Permit Technician	1.48	1.48	2.00	2.00	2.00
Senior Building Inspector	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	4.98	4.98	5.50	6.50	7.00
COMMUNITY SERVICES DEPARTMENT					
RECREATION					
Community Services Director	0.00	0.00	0.00	0.00	1.00
Recreation Manager	1.00	1.00	1.00	1.00	1.00
Cook, *part-time/regular*	0.75	0.75	0.75	0.75	0.75
Recreation Coordinator	2.60	2.60	2.60	2.60	2.60
Recreation Leader	2.88	2.88	2.88	2.88	2.88
Recreation Leader [Tiny Tots]	1.13	1.13	1.13	1.13	1.13
Rental Facility Custodian, *part-time/temporary*	1.65	1.65	1.65	1.65	1.65
Senior Recreation Leader	1.50	1.50	1.50	1.50	1.50
Sub-total Recreation	11.50	11.50	11.50	11.50	12.50
PINOLE COMMUNITY TELEVISION (PCTV)					
Cable Access Coordinator	1.00	1.00	1.00	1.00	1.00
Cable Access Technician	1.00	1.00	1.00	1.00	1.00
Cable Equipment Operators	0.75	0.75	0.75	0.75	0.75
Sub-total Cable Access Television	2.75	2.75	2.75	2.75	2.75
Total Full-Time Equivalents (FTEs)	14.25	14.25	14.25	14.25	15.25
GRAND TOTAL ALL DEPARTMENTS	**112.30**	**113.82**	**114.38**	**115.38**	**124.38**