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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
NOVEMBER 16, 2021
VIA ZOOM TELECONFERENCE**

6:00 P.M.

DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS MEETING IS BEING VIA VIDEOCONFERENCING PURSUANT TO AB 361 - 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 and press *6 to unmute.

WAYS TO WATCH THE MEETING

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

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

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

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

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

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

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

2. LAND ACKNOWLEDGMENT

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

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

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

4. CONVENE TO A CLOSED SESSION

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

NONE

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

6. CITIZENS TO BE HEARD (Public Comments)

*Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting. **PLEASE SEE THE COVERSHEET OF THE AGENDA FOR INSTRUCTIONS ON HOW TO SUBMIT PUBLIC COMMENTS***

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations
None

B. Presentations / Recognitions

1. Employee Recognition

8. CONSENT CALENDAR

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

A. Approve the Minutes of the Meeting of November 2, 2021

B. Receive the October 30, 2021 – November 12, 2021 List of Warrants in the Amount of \$447,763.96 and the November 12, 2021 Payroll in the Amount of \$460,360.96

- C. Resolution Confirming Continued Existence of Local Emergency [Action: Adopt Resolution per Staff Recommendation (Casher)]
- D. Resolution Continuing Authorized Remote Teleconference Meetings Pursuant To AB 361 [Action: Adopt Resolution per Staff Recommendation (Casher)]
- E. Vista Woods Apartments – Affordable Housing Agreement [Action: Adopt Resolution per Staff Recommendation (Hanham)]
- F. Adopt A Resolution Authorizing The City Manager To Enter Into An Agreement With Motorola Communications Through Their Appointed Vendor, Red Cloud Wireless Voice And Data, To Purchase Equipment And Software Needed To Encrypt 70 Police Department Radios And With Contra Costa County Department Of Information Technology To Perform The Encryption Process At A Total Cost Of \$61,281.00 [Action: Adopt Resolution per Staff Recommendation (Gang)]

9. PUBLIC HEARINGS

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

- A. Ordinance Adding Chapter 8.10, Organics Reductions and Recycling Ordinance, To The Pinole Municipal Code [Action: Introduce Ordinance, Waive First Reading and Conduct Public Hearing (Casher)]

10. OLD BUSINESS

- A. Update On Measure X And The County Fire Chiefs' Request For Funding For Fire And Emergency Services [Action: Receive Report (Wynkoop)]

11. NEW BUSINESS

- A. Abandoned Vehicle Abatement Fee Reauthorization and Election [Action: Adopt Resolution per Staff Recommendation (Gang)]
- B. Proposed Amendment To The Fiscal Year (FY) 2021/22 Operating And Capital Budget Approving Additional Appropriations [Action: Adopt Resolution per Staff Recommendation (Guillory)]
- C. Support 100 Percent Zero-Emission New Vehicle Sales In California By 2030 [Action: Consider Approval of Resolution per Staff Recommendation (Kaur)]

12. 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

13. ADJOURNMENT to the Regular City Council Meeting of December 7, 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: November 12, 2021 at 12:00 P.M.

Heather Bell, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
November 2, 2021**

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

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Regular Meeting of the City Council to order at 5:02 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

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

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

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov. Code § 87105.

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member *
Anthony Tave, Council Member
Maureen Toms, Council Member
*Arrived at 6:25 p.m.

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Hector De La Rosa, Assistant City Manager
Lilly Whalen, Community Development Director
Markisha Guillory, Finance Director
Chris Wynkoop, Fire Chief
Misha Kaur, Senior Project Manager
Maria Picazo, Recreation Manager
Joseph Bingaman, Public Works Manager
Roxanne Stone, Management Analyst

City Clerk Heather Bell announced the agenda had been posted on Thursday, October 28, 2021 at 4:00 p.m. All legally required notice was provided.

Written comments had been received and posted to the agenda page of the City's website and distributed to the City Council and relevant staff in advance of the meeting.

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

4. CONVENE TO A CLOSED SESSION

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

None

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

There was no Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

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

Cordell Hindler, Richmond, requested a future agenda item for a presentation from Ken Kirkey with All Home regarding homelessness. He otherwise looked forward to in-person meetings in the Pinole Council Chambers.

Rafael Menis, Pinole, reported the month of November was Native American Heritage Month and it was important for the City to recognize the significance. He also reported Marin Clean Energy (MCE) would be holding a community training program, Rising Sun, to assist unskilled persons in the community with more information at risingsunopp.org/program/opportunity-build and on the MCE website. He further reported the City of Pinole was over 90 percent for initial vaccinations but not yet 90 percent fully vaccinated for COVID-19. He emphasized the importance of being fully vaccinated with booster shots. He also appreciated the written comments that had been provided for this meeting but one of the commenters had not been identified and he asked whether that person did not want their name attached to the comments.

Jeff Rubin, Pinole, reported the Pinole Historical Society would present the Veteran's Day Memorial and Flag Retirement Ceremony on Thursday, November 11, 2021 from 11:00 a.m. to Noon at Fernandez Park, with activities to be provided and involved community organizations identified. He invited everyone to participate and commemorate Veteran's Day with more information available by contacting him at (510) 724-9507 or via e-mail at pinolehistoricalsociety.org.

David Ruport, Jr. Pinole, also spoke to the Veteran's Day Memorial and Flag Retirement Ceremony, a time to thank families and military veterans and those serving the country. He spoke to his and his wife's military service, efforts to pay respect during local ceremonies, and urged everyone to pay their respect in the best way they could. He referred to the passing of Colin Powell, a 30-year Army Veteran, former National Security Advisor, Chairman of the Joints Chiefs

of Staff and Secretary of State, commended his military and public service, and referenced his numerous quotes, with more information available on-line.

Debbie Long, Pinole, commented the City Council had previously adopted a resolution confirming the Continued Existence of Local Emergency pursuant to authorization from Governor Newsom's executive orders, which allowed the City Council to continue to meet via Zoom but which had not prohibited in-person meetings. As of November 1, 2021, Contra Costa County had eased its mask mandates and in some cases in-person meetings had been re-opened. On October 27, 2021, Contra Costa County Supervisor John Gioia had held a Redistricting Workshop in the San Pablo City Hall with a Zoom link and in-person attendance had been available with a mask requirement. She suggested the City of Pinole should also open up the Council Chambers for in-person meetings. She recommended the City Council consider placing the declaration of the Continuation Existence of a Local Emergency under Old Business on the next meeting agenda to allow a discussion to take place.

Ms. Long also referenced the upcoming November 6, 2021 City Council Workshop to discuss American Rescue Plan Act (ARPA) funds. She understood the turnout for the October 9, 2021 ARPA workshop was not what the City Council had anticipated and suggested it was partly due to the Zoom format. She urged the City Council to allow the public the opportunity to provide comments in-person. She also disagreed with the Zoom format which allowed the City Council to tune people out, or off and that the Council might be doing the same. She urged the City Council to return to in-person meetings which was long overdue.

Ms. Long further commented that Council member Murphy did not stand for the flag during the Pledge of Allegiance, would not tell the community why he had refused to do so, and suggested he should at least hear why citizens were so passionate about the country's flag and reflect upon whether his personal views were of more value than the citizens he had been asked to represent.

Irma Ruport, Pinole, asked that the meeting be adjourned in honor of all United States Veterans and in memory of Colin Powell. As to the comments from the previous speaker, she noted a reason had already been given. She urged everyone to move forward on a positive note and learn from those who had gone before.

Christy Lamb Julian, Pinole, asked the status of United Against Hate Week (UAHW), and was informed by Mayor Martinez-Rubin that a proclamation for UAHW had been agendized for this meeting and the City Council had discussed the details of UAHW at a prior City Council meeting.

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. United Against Hate Week

The City Council read into the record a proclamation for United Against Hate Week (UAHW)

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

B. Presentations / Recognitions

None

8. CONSENT CALENDAR

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PUBLIC COMMENTS OPENED

Irma Ruport, Pinole, referenced Item 8J related to the suspension of building permit fee collection and the volume of comments on the NextDoor website regarding building permits. She asked how many building permits had yet to be processed, their status, and what the City Manager was doing to address this issue.

Rafael Menis, referred to Item 8D, the Quarterly Investment Report and asked for clarification on the trust investments as shown. He also asked for a clarification for Item 8E, Quarterly Financial Report of the figures shown for the Successor Agency loan repayment and how there would be a repayment to the City prior to the dissolution of the Successor Agency, which had not dissolved. For the same item, he asked for clarification of the street improvement funds and expenditures shown which were higher than the expenditures in the first quarter. With respect to Item 8G, the First Quarter Report on the implementation of Capital Improvement Plan (CIP) projects, he sought clarification of the figures shown with a negative value in Fiscal Year 2020/21 funds for city street improvements and a clarification of the information shown for the Sanitary Sewer Collection System Master Plan. For Item 8K related to a Settlement Agreement between the City and Police Department employees, he appreciated the City's effort to be fair-handed in this matter.

Christy Lamb Julian, Pinole, referenced the suspension of building permit fees and explained that a geotechnical engineer had come to her property and provided a report to the City Planner which required review prior to issuance of a building permit. She understood that building permits were waiting to be processed. She was currently in limbo and asked what was going to be done to resolve the situation.

Cordell Hindler, Richmond, spoke to Item 8F, the Quarterly Report on Implementation of the Strategic Plan and understood that Management Partners had been working on the Strategic Plan but he had an idea for a class and comp study, which idea he had raised during prior City Council meetings. He inquired of the status of that issue.

Roy Swearingen, Pinole, explained that he had tried to call in during the Citizens to be Heard portion of the meeting agenda, understood the City Council was discussing the Consent Calendar, but was pleased to see support for the upcoming Veteran's Day Ceremony and thanked the Ruports and Mr. Rubin for bringing the event to the attention of the public. He emphasized the importance of honoring the flag in this fashion and he hoped the community would participate.

Responding to the public comment, City Manager Murray explained that information had been shared on the City's Facebook page, by-weekly administrative report and the City website regarding building permit processing. There had been inaccurate information posted on the NextDoor website and he explained that there had never been a backlog of hundreds of building permits, although the City had received an exceptionally high number of building permits and residential renovation applications soon after the onset of the COVID-19 pandemic. New online tools had been implemented for building permits for application processing and the City had remained open for permit processing during the pandemic; however, the exceptionally high number of applications had increased the average permit processing timeline and the City had experienced the departure of two key staff members during this timeframe, which had created a backlog in the permit processing

The City had hired new staff and had brought in additional temporary assistance to address the backlog and the City's building plan reviewer had been asked to streamline the review as much as possible. The increase in residential renovations and building permit applications had been a regional phenomenon, and there were no outside resources the City may engage to supplement its permanent and temporary staff.

City Manager Murray explained that the backlog had been reduced to approximately 80 applications but noted that certain types of building permit applications, such as solar panels, were required by state law to be given priority. He expected the backlog to be eliminated entirely with normal processing timelines by the end of the calendar year. He emphasized that staff was doing its best and asked for patience and anyone interested in learning the status of their applications to contact staff.

Finance Director Markisha Guillory also provided responses to the comments from the public, and clarified the investments related to the Quarterly Investment Report involved issuer banks located in Canada. She clarified the investment policy limited foreign issues with the City within the guidelines at one percent. For the Quarterly Financial Report, there had been a loan agreement between the Successor Agency and Housing Department, with the repayment for the Supplemental Educational Revenue Augmentation Fund that had been built into the recognized obligation payment schedule. In response to the questions related to street improvements for that same item, she clarified this was the First Quarter Report for FY 2020-21 with the spending and encumbrances based on actual projects. Projects not completed in the last fiscal year would roll over to the next fiscal year.

City Manager Murray also clarified that one of the strategies included in the Strategic Plan was the development of an Employee Engagement Attraction Plan, which involved a classification and compensation analysis that was under way for all classifications at the City to be completed this fiscal year.

Senior Project Manager Misha Kaur further clarified the negative figures as shown for Fund 325 as part of the First Quarter Report on Implementation of CIP Projects that for the San Pablo Avenue Bridge Project, receipt of certain grants and reimbursements typically took place after a contract had been awarded, with other city funds programmed in the front end to finance the project until the City had received a credit back. The San Pablo Avenue Bridge Project would be funded through the California Local Highway Bridge Program (HBP) and when the City submitted for and received reimbursement the funds would be credited to Fund 325. Also, as to the development of the Sanitary Sewer Collection Master Plan, the contract had been awarded in

September 2020 and it took a while to execute contract documents for numerous reasons, with the first project as part of that Master Plan to include upgrades to Pinon Avenue, and with a focus on that project with the Master Plan anticipated to be completed through the end of this year.

Council member Toms asked that Item 8J be removed from the Consent Calendar for further discussion.

Ms. Stone reported there was additional public comment at this time.

Christy Lamb Julian, Pinole, asked if the Settlement Agreement between the City and Police Department Employees had been noticed in the public record for review. She also asked for additional copies of the UAHW posters that could be distributed throughout the community.

Debbie Long, Pinole, asked about the purpose of the payments listed in the warrants for Kennedy and Associates, Inc. and asked how the City would collect all backlogged building permit fees.

Council member Tave referenced the Quarterly Investment Report for the First Quarter ending September 30, 2021, and sought clarification of the increase in the Local Agency Investment Fund (LAIF).

City Manager Murray clarified the warrant expenditures related to Kennedy and Associates, Inc. were for a consulting firm that had helped the City with its storm water program including the storm water provisions of new development projects, with a new project located on Appian Way across from Pinole Middle School. The payment was for the review of the Storm Water Control Plan for that development.

Assistant City Manager Hector De La Rosa clarified that posters for UAHW were available at City Hall, Pinole Library, Senior Center and the Tiny Tots building and posters had been placed in the downtown area. The Settlement Agreement between the City and Police Department employees was public knowledge, with the exception of the working documents utilized for the Settlement Agreement itself, which had not been included in the staff report. He deferred to the City Attorney whether those documents were available to the public. The Settlement Agreement had negotiated value to conclude the Settlement Agreement, which was not tied to a specific dollar amount or specific individual.

In response to questions regarding the Quarterly Investment Report, Finance Director Guillory clarified the report was for the First Quarter Investment Summary with \$5.4 million as shown in the report, with all of the pool cash representing what had been spent in the first quarter, with the majority for the Successor Agency debt payment. The pool included all funds not just the General Fund. The increase in the LAIF involved around \$3.5 million in idle funds that would have otherwise sat in the regular Money Market bank account drawing minimal interest. The LAIF was liquid and could be drawn at any time.

City Manager Murray clarified the City used a standard tracking system to track payment of building permits through a budget/finance function in the same way payables were tracked.

Mayor Martinez-Rubin referenced Item 8A and requested an amendment to the first sentence of the fourth paragraph of the minutes of the October 9, 2021 Pinole City Council ARPA Workshop meeting to read:

City Manager Murray acknowledged the receipt of correspondence from Mr. Rupert.

And to the third sentence of the sixth paragraph of Page 13:

Bay Front Chamber of Commerce had provided assistance with outreach and education to local businesses and its membership.

PUBLIC COMMENTS CLOSED

- A. Approve the Minutes of the Meetings of October 9, 2021.
- B. Receive the October 16, 2021 – October 29, 2021 List of Warrants in the Amount of \$951,973.66 and the October 29, 2021 Payroll in the Amount of \$445,266.70.
- C. Resolution Confirming Continued Existence of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**
- D. Receive the Quarterly Investment Report for the First Quarter Ending September 30, 2021 **[Action: Receive Report per Staff Recommendation (Guillory)]**
- E. Receive the Fiscal Year (FY) 2021/22 First Quarter Financial Report **[Action: Receive Report per Staff Recommendation (Guillory)]**
- F. Receive the Quarterly Report on Implementation of the Strategic Plan for Fiscal Year (FY) 2021/22 First Quarter **[Action: Receive Report (Murray)]**
- G. Fiscal Year (FY) 2021/22 First Quarter Report on Implementation of Capital Improvement Plan (CIP) Projects **[Action: Receive Report per Staff Recommendation (Kaur)]**
- H. Placement of Liens on Delinquent Unpaid Waste Collection Charges Falling Delinquent Between May 2021 and August 2021, Considered at an Administrative Hearing on October 7, 2021 **[Action: Adopt Resolution per Staff Recommendation (Bell)]**
- I. Award Construction Contract for the San Pablo Avenue Rehabilitation Project (CIP Project #RO1801) **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**
- J. Resolution Directing Staff to Suspend Collection of the Building Permit Fees from November 3, 2021 Through April 30, 2022. **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**
- K. Approve and Authorize the City Manager to Execute a Settlement Agreement Between the City of Pinole and Police Department Employees **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

ACTION: Motion by Council member Toms/Mayor Pro Salimi to Approve Consent Calendar Items 8A through 8K, but with the removal of Item 8J, and subject to modification to Item 8A, as requested by the Mayor.

Vote: Passed 4-0-1
Ayes: Martinez-Rubin, Salimi, Tave, Toms
Noes: None
Abstain: None
Absent: Murphy

- J. Resolution Directing Staff to Suspend Collection of the Building Permit Fees from November 3, 2021 Through April 30, 2022 **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**

Council member Toms expressed concern waiving all building permits fees since the City would have to go back after the fact, collect fees after issuance, and since the Building Department was already backed up. Given the high volume of applications for new residential units, possibly those building permit fees could be deferred to avoid further delays in review.

City Manager Murray suggested that the matter of following up and collecting fees prior to final inspection would create a lot of work for staff and the process proposed would not bog down a labor intensive process. Since there was a need to be consistent for all parties, if a temporary suspension of the collection of building permit fees was considered until either the new Master Fee Schedule had been adopted or when someone wanted a final inspection that would ensure that all equally suited parties applying for a building permit would have the same approach. The resolution of approval included a provision that anyone desirous to have their building permit fees suspended do so in writing. Staff was hopeful this would be a straightforward process to collect the fees afterward.

City Manager Murray clarified that an applicant would be required to pay the building permit fee prior to obtaining final inspection even during the suspension period. If the fees were updated and ultimately lowered by the City Council, applicants would be rebated the difference in the amount. As an incentive for applicants to pay the building fees, they would be encouraged to hold off on the final inspection until the building permit fee had been paid.

City Manager Murray took the opportunity to introduce and welcome new Community Development Director Lilly Whalen and described her duties.

Community Development Director Lilly Whalen introduced herself to the City Council, and understood that all building permits would be impacted by the proposed suspension of fee collection including water heaters, reroofing applications and the like.

Consultant Farhad Mortazavi reiterated the comments offered by the City Manager on this topic.

City Manager Murray explained that staff felt strongly that all applicants must be treated in the same way, there was no basis to differentiate, and if the building permit fee collection was suspended it would be fair and appropriate in its application to all applicants.

Council member Tave suggested it was good to consider a suspension given the upcoming winter and the fact that applications may slow down. He agreed that the Master Fee Schedule should

be updated given there were many applications that could be considered over the counter but he wanted a larger discussion on permitting in the future. He asked of the number of permits anticipated between now and April and how staff would reestablish the trust with the community given the permit backlog.

City Manager Murray did not have a forecast that could be identified. He suggested this was a cash not a budget issue, and he did not expect all building permits due would be paid even if they were deferred. The City had the cash to navigate this period. He did not see there was a connection between the backlog of processing permits and a suspension of the building permit fee payments. He also commented that a lot of information had been provided to the City Council on the building permit process and he could not recall a request for a future agenda item for a discussion of that process other than an update that had been provided by staff during a prior City Council meeting. He reiterated the City had remained open during the pandemic but had experienced the departure of key staff. City staff was very lean but was on track to eliminate the backlog by the end of the year.

City Manager Murray stated a future agenda item could be considered on the City's permitting process at the direction of the Council, but again while the City's process was not unusual it was more challenging than it had been in the past due to the pandemic. He reiterated there had been misstatements in the public about the permit backlog situation but the City was on track to extinguish the backlog by the end of the year.

Council member Tave stated he would likely request a future agenda item to consider the City's permitting process since he would like to understand the process better.

In response to Council member Toms, City Manager Murray clarified the concerns with the building permits had been brought to the attention of staff by an applicant of a very large project, but that project had paid the same building permit fee as anyone who needed a building permit.

Council member Toms understood the City's building permit fees for larger projects were not consistent with neighboring jurisdictions, and City Manager Murray clarified the City's building permit fee was a straight percentage of the value of the project but Pinole did not use a tiered system.

Council member Toms again expressed concern suspending the building permit fees given that many contractors wanted to move on after a project was completed. She encouraged staff to accelerate the Master Fee Schedule update with a shorter return on the collection of the building permit fees, and stated it was staff's responsibility to be on top of these issues.

City Manager Murray recognized the desire for the Master Fee Schedule update to be completed sooner rather than later. He acknowledged that while a contractor may want to move on after completion of a project, the City would maintain communication with the property owner who would be responsible for the payment of the building permit fee even if the building permit was pulled by the contractor. He was confident the City would be able to collect the fees at the same level as had been done in the past and hoped that residents would be very informed of this temporary provision.

Mayor Martinez-Rubin supported the desire to minimize the burden on the property owner to the extent possible, particularly for smaller projects.

Mayor Martinez-Rubin also understood the many challenges over the past year. Speaking to the Now, Therefore Be it Resolved Clause (4) as shown in the resolution of approval contained in Attachment A to the staff report, she asked staff to clarify the following language:

As a part of the conditional suspension of collection of fees, the Community Development Department will continue to process, and issue permits under an agreement that will require applicants to repay building fees after the new fee is in place. Applicants that do not wish to sign the agreement may pay the existing applicable Building Permit Fees and receive a refund in the event that the new 2022 Building Permit Fees are a lesser amount.

Mayor Martinez-Rubin pointed out the language in that section would require applicants to “repay building fees” but she understood the intent was to suspend the collection of building permit fees with payment prior to the issuance of a building permit.

City Manager Murray suggested that section be revised to read:

As a part of the conditional suspension of collection of fees, the Community Development Department will continue to process, and issue permits under an agreement that will require applicants to pay building fees after the new fee is in place. Applicants that do not wish to sign the agreement may pay the existing applicable Building Permit Fees and receive a refund in the event that the new 2022 Building Permit Fees are a lesser amount.

Council member Toms recommended the same section be further revised to read:

As a part of the conditional deferment of collection of fees, the Community Development Department will continue to process, and issue permits under an agreement that will require applicants to pay building fees after the new fee is in place. Applicants that do not wish to sign the agreement may pay the existing applicable Building Permit Fees and receive a refund in the event that the new 2022 Building Permit Fees are a lesser amount

City Attorney Casher explained from a practical standpoint the City would be suspending the collection of fees, either language could be considered, would be true, but suggested there was no legal significance to the language change.

ACTION: Motion by Council members Toms/Tave to Adopt a Resolution Directing Staff to Suspend Collection of the Building Permit Fees from November 3, 2021 Through April 30, 2022, subject to modification to Now, Therefore Be it Resolved Clause (4), to read:

As a part of the conditional suspension of collection of fees, the Community Development Department will continue to process, and issue permits under an agreement that will require applicants to pay building fees after the new fee is in place. Applicants that do not wish to sign the agreement may pay the existing applicable Building Permit Fees and receive a refund in the event that the new 2022 Building Permit Fees are a lesser amount.

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

ACTION: Motion by Council members Toms/Tave to hear Item 10B prior to Item 10A.

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

9. PUBLIC HEARINGS

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

None

10. OLD BUSINESS

- B. Update on Measure X and the County Fire Chiefs' Request for Funding for Fire and Emergency Services [**Action: Receive Report (Wynkoop)**]

Fire Chief Chris Wynkoop reported that the Contra Costa County Board of Supervisors (BOS) had been scheduled to discuss the allocation of Measure X funds based on the Measure X Advisory Committee's recommendations at the BOS meeting on November 2, 2021, but the BOS had subsequently rescheduled the item for its next meeting on November 16, 2021. Staff would provide a brief update and return to the City Council with a more detailed update on November 16 following the BOS meeting.

Contra Costa County Supervisor John Gioia appreciated the partnership between the Contra Costa County Fire Protection District (CCCFPD) and the Pinole Fire Department. He described the background of Measure X, a one-half cent sales tax measure approved by the voters in November 2020, with the establishment of the Measure X Advisory Committee to advise the BOS on the use of Measure X transactions and use tax funds.

Supervisor Gioia detailed the work of the Measure X Advisory Committee which had been charged to make recommendations by Priority Area, with the funds to be used for fire and emergency medical. The Measure X Advisory Committee had been due to make a presentation to the BOS on November 2, although the item had been continued to November 16. He had advocated improving fire service both in West and East Counties. At that time, a proposal would be made to support the reopening of the Pinole Valley Fire Station using \$2 million of annual allocation from the County revenue from Measure X, with the County and Pinole Fire Chiefs working on an operational model as to how that would work.

In addition, the Measure X Advisory Committee proposal would include a recommendation for \$4.5 million countywide for Wildland Fire Prevention, with \$2.5 million to be dedicated to year-round hand crews countywide where it was most needed to clear vegetation and reduce the fire risks in the areas of Wildland Urban Interface (WUI). The recommendation would also include \$2 million annually for larger fuel break projects and Supervisor Gioia stated he would advocate for some of the funding to be made available to homeowners who may need assistance to clear vegetation on their property.

Supervisor Gioia advised the BOS may take action on the proposed allocations at its November 16 meeting or it may continue the item. Interested parties were welcome to provide public input during that meeting. He added the staff report for the November 16 meeting would be made available to the City Council.

PUBLIC COMMENTS OPENED

Debbie Long, Pinole, thanked Supervisor Gioia for advocating \$2 million to homeowners who may need assistance to clear vegetation on their property which was long overdue given the overgrown brush in EL Sobrante and Pinole. Of the \$2 million recommended to be allocated to reopen Station No. 74, she asked whether the funds could be escalated given annual funding needs.

Supervisor Gioia advised that allocations would be revisited each year and he would raise the issue during the November 16 BOS meeting. The funding was not meant to be static but revisited each year. He clarified that not all of the \$2 million was meant to go to homeowners but for fuel reduction projects, some of which could involve payment to a contractor to conduct a major fuel reduction in areas most needed and a program to address that would assist homeowners.

Ms. Long understood the City of Orinda had used a mulching project in its community which had been a great success.

Rafael Menis, Pinole, asked if the structure of the staff report to be presented to the BOS for its November 16 meeting.

Supervisor Gioia explained that the purpose was to reopen the Pinole Valley Fire Station and the amount identified had been the outcome of mutual conversations between the Pinole and County Fire Chiefs. He did not anticipate the amount would be less than needed and again welcomed everyone to provide input at the BOS meeting.

Irma Ruport, Pinole, thanked Supervisor Gioia for contacting her since she had been upset about a recent newspaper article, which had reported that the Measure X Advisory Committee would only consider funds for East County Fire Stations. She thanked Supervisor Gioia and the County Fire Chiefs for considering the City of Pinole and making a presentation to the City Council and providing clarification. She urged residents to send e-mails and make contact with the BOS during its November 16 meeting, and emphasized the importance of reopening Fire Station No. 74, which had been closed for years.

Christy Lamb Julian, Pinole, was frustrated to learn that the one acre of land located behind her home was actually owned by the City. While there had been a non-profit program to assist homeowners to clear debris, the funding had been reduced significantly where the burden now fell on the homeowner for property she did not own. She asked what could be done to allocate more funds to assist homeowners to help the community as a whole given that fire seasons would only increase and be stronger and longer.

Supervisor Gioia acknowledged a recent article had led to the perception that the City of Pinole would not be funded and the article had not captured everything. He reiterated the \$4.5 million proposed to be allocated from Measure X funds would be for year-round hand crews and for hiring contractors for larger projects, bringing in equipment and providing a program to assist homeowners who may not be able to clear vegetation themselves.

The program would likely be set up with the CCCFPD in cooperation with local fire departments in terms of how the program would be administered and to identify the areas of greatest need.

Fire Chief Wynkoop emphasized the County Fire Chiefs collectively and collaboratively had prepared a composite proposal which benefitted the entire County.

PUBLIC COMMENTS CLOSED

Council member Toms reported she had tuned into a number of the Measure X Advisory Committee meetings with many of the discussions including advocates for East County Fire. She reported there had been a comprehensive request from the County Fire Chiefs with a total ask of \$28.85 million, and she hoped the BOS would approve the full ask. She had provided public comment during BOS meetings and had requested the BOS not segregate the funds by geography for East County. She emphasized the importance that the entire ask of the County Fire Chiefs proposal be allocated, and that Pinole residents were in support of Measure X for this very item.

ACTION: Motion by Council members Toms/Tave to direct staff to forward the same letter the City Council had forwarded to the Measure X Advisory Committee to the Contra Costa County Board of Supervisors.

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

Supervisor Gioia pointed out that Measure X would be for a 20-year period and he expected there would be an attempt to put it back on the ballot in the future. He suggested that extending the sales tax would be easier than getting the measure passed initially. He recognized the interest in maintaining fire services and the hope that Measure X revenue would only increase over time since sales taxes in Contra Costa County were relatively stable.

Mayor Martinez-Rubin asked that any assistance to homeowners also include not only monetary assistance but address the possible lack of physical capacity to do the work. She added that code enforcement knowledge should not be ignored and she hoped that discussions had been held between the Pinole Fire Chief and the Code Enforcement Officer in terms of informing conversations with the County Fire Chiefs.

The City Council looked forward to continued discussions with Supervisor Gioia, and he and Fire Chief Wynkoop were thanked for their comments.

A. **Plans for Annual Holiday Tree Lighting Event in 2021 [Action: Discuss and Provide Direction per Staff Recommendation (De La Rosa)]**

Recreation Manager Maria Picazo provided a PowerPoint presentation of the Annual Holiday Tree Lighting Event and outlined the activities that had been held pre-2020. The 2021 Annual Tree Lighting Event had been scheduled for Saturday, December 4, 2021 at Fernandez Park from 3:00 to 5:00 p.m., with the activities planned and sponsors identified. Everyone was invited to join in the festivities.

PUBLIC COMMENTS OPENED

Christy Lamb Julian, Pinole suggested allowing each school to provide a tree where students could decorate the tree and the sponsors could decorate their own tree in support of the community event. She asked whether or not that could be considered.

Ms. Picazo confirmed such a request had been made by a member of the community. Staff had looked into whether it could be provided but due to the power source in the community corner at Fernandez Park there was not sufficient power to light the main tree and any additional trees.

City Manager Murray understood that ornament decorating stations had been provided at prior events and asked staff whether the ornaments could be used to decorate the tree, and Ms. Picazo explained that the decorating stations used in the past had involved ornaments that had been taken home and it was rare that decorations were left behind. She was uncertain the ornaments to be provided would sustain weather conditions and while it would be a nice addition, it was something staff would have to evaluate further.

Christy Lamb Julian suggested a printout of an ornament that could be decorated, laminated and placed on the tree, which would not have to be illuminated. Such participation would bring the community together and be a community building project, particularly due to the challenges of the pandemic. She reiterated her prior recommendation and suggested an artificial tree could be donated for such use.

PUBLIC COMMENTS CLOSED

Council member Toms looked forward to an outside gathering this year, liked the ideas offered by the public, and suggested staff had contacts with most of the Parent Teacher Associations (PTAs) where some classes may consider a class ornament program or gather with friends at the Annual Holiday Tree Lighting ceremony. She otherwise asked what plans had been put in place in the event of inclement weather on December 4.

Ms. Picazo confirmed if there was rain during the December 4 event, the activities planned would have to be canceled and the tree lighting potentially rescheduled.

Council member Toms suggested Ms. Picazo provide her e-mail to members of the public to provide an opportunity to discuss the event further, and Ms. Picazo provided her e-mail for the record at mpicazo@ci.pinole.ca.us

Assistant City Manager De La Rosa added the City was still within the mask and social distancing requirement and if the event had to be moved indoors it would not comply with the Health Orders related to confined spaces.

Mayor Martinez-Rubin supported ongoing and necessary measures to minimize exposure to COVID-19.

Council member Murphy thanked staff for the continued success with the Food Bank distribution and events at Fernandez Park. He asked whether or not the City had a volunteer process for such events given there were people who wanted to become involved.

Ms. Picazo stated at this time volunteers were not needed for the event. Normally, a volunteer would be required to go through an application process with the Human Resources Department. A volunteer group from the local high school and Recreation Department staff would be involved in the Annual Holiday Tree Lighting but as they continued to build such events it was hoped they would return to the possibility of more community involvement.

Assistant City Manager De La Rosa suggested as the Community Development Department was expanded, it could consider expanding the use of volunteers for community events and any other services provided by the City.

Council member Murphy suggested it would be valuable to have a volunteer database that could be used in the future and for the public to be more informed as to how to become involved in community events.

City Manager Murray reported Sorell Consulting, which was developing the Communication and Engagement Plan, would be looking into a more robust volunteer program including a volunteer database.

Council member Tave asked whether there were solar options for additional trees, and Ms. Picazo suggested that could be something to be considered in the future.

In response to Council member Murphy, Assistant City Manager De La Rosa confirmed the City was working with Pinole TV to film the event and he would have to find out whether it would be broadcast live or be edited.

Mayor Pro Tem Salimi asked why full electrical capacity could not be installed in the park to allow more trees to be illuminated. He did not see it would be a hardship to accommodate more trees.

Assistant City Manager De La Rosa reiterated the tree lighting itself would occur at the community corner, with limited electrical capacity. A generator would have to be brought in to illuminate more trees.

Public Works Manager Joseph Bingaman described the power capabilities at Fernandez Park and at the community corner. The community corner had only one outlet and lighting more than the main tree would present an issue. Other outlets in Fernandez Park would provide an opportunity for something to be developed.

Mayor Martinez-Rubin suggested staff discuss the options that were feasible based on the ideas from the public and inform the City Council what was feasible.

Ms. Stone advised there were more public comments at this time.

Mayor Martinez-Rubin advised that the public comment had been closed. Additional comments from the public related to the holiday festivities could be submitted to the Recreation Manager and staff's e-mail address was again identified for the record. She recalled in the past that swags had been suspended over San Pablo Avenue to announce upcoming holiday events and she asked whether that would be done again.

Assistant City Manager De La Rosa explained that swags had not been planned for this year and a banner would have to be purchased in the future and placed along those lines.

City Manager Murray expressed the willingness to look into whether the swag that had been used in the past was available for use. He agreed it would add to the festive atmosphere of the downtown. If one could be secured for this year at a reasonable place, he would see that it got done.

Mayor Martinez-Rubin suggested alternatively that whatever recycled banners that had been placed along some of the light posts for different seasons of the year also be considered. She emphasized the need to recognize all of the sponsors that had been involved in this event since their involvement reflected what was necessary to pull off a community-oriented celebration. She hoped to integrate some of the ideas offered by the public to reflect the event's significance to building a sustainable community and the diversity of how the winter holidays were celebrated in the community.

11. NEW BUSINESS

None

12. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Martinez-Rubin reported she had attended meetings of the Mayors' and Supervisors Conference and East Bay Division of the League of California Cities, and briefed the Council on the discussions including an overview of the County Climate Action Plan (CAP) and presentation from the Contra Costa Transportation Authority (CCTA) on different projects to increase mobility and address issues with the I-80 Corridor. She asked everyone to continue to adhere to public health guidance related to COVID-19 guidelines.

B. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

Council member Tave stated he had been reappointed to the Government Transparency Labor Relations Committee for the League of California Cities; encouraged residents to make their voices heard regarding the use of Measure X funds at the November 16 BOS meeting; and reminded everyone of the upcoming ARPA Community Workshop scheduled for Saturday, November 6, with information on the City website and social media. He encouraged the community to be aware of the road conditions after recent rainy weather, particularly along I-80.

Council member Murphy reported he was currently in Glasgow, Scotland for the UN Climate Change Conference (COP26) and was proud the City was funding many climate action projects in that small cities represented the frontline for climate action. He also reported he had spoken with KQED about climate change and thanked staff for their assistance in putting that forward.

Council Member Murphy continued to encourage the public to keep providing public comment during City Council and BOS meetings. He also reported that MCE would be holding an Executive Committee meeting on Friday, November 5 at 12:15 p.m., which meeting was open to the public. Council member Toms reiterated her recommendation for support for the BOS to approve the full request of the County Fire Chiefs regarding the use of Measure X funds.

D. Council Requests for Future Agenda Items

Mayor Pro Tem Salimi requested a future agenda item for a discussion of a Charter City and real estate transfer taxes as a means to fill the gap needed to open Fire Station No. 74, or as an option approval of a parcel tax.

Fire Chief Wynkoop reported that nothing had been penciled out, all of the details still needed to be clarified, but with the current fire budget and potential funds from Measure X, it would roughly be in the ballpark to open both fire stations.

Mayor Pro Tem Salimi withdrew his request at this time with the clarification provided by the Fire Chief.

Council member Tave requested a future agenda item to provide a presentation differentiating the building permits for small, medium and large applications from those of the customer/resident experience in order to provide a comprehensive understanding of the existing work load for building permits. He sought clarity on the process to allow residents to know what to expect when applying for a building permit.

Mayor Pro Tem Salimi supported the request.

In response to the Mayor, City Manager Murray confirmed that information on the existing building permit process could be posted on the City website. The new Community Development Director would also likely have some thoughts on where there could be opportunities for process modifications. Said information could be provided in whatever form the City Council desired.

Council member Toms would be interested in that information but did not want to take personnel away from processing building permits just to update the City Council. She suggested when staff had the opportunity to catch up that would be the appropriate time to provide a report.

Council member Tave suggested the report could be provided after January 2022, and the City Manager suggested a date certain for staff to return with a report. He suggested the February timeframe would provide enough time for the Community Development Director to identify opportunities or modifications. He clarified the update to the Master Fee Schedule would not change the process in that the fees to be collected for different projects at different points would remain the same. Details on the permit process could be provided in February and if the City Council desired a follow-up report after the Master Fee Schedule had been updated and implemented that could be considered as a separate item.

Mayor Martinez-Rubin agreed that an orientation on the permit process be presented to the City Council by the Community Development Director and other staff members involved to be presented to the City Council at its second meeting in February 2022, as well as integration of what had happened on the other side of the intake desk. Consensus given.

Mayor Pro Tem Salimi requested the December City Council meeting be held in-person, particularly since there would be City Council reorganization at that meeting.

Mayor Martinez-Rubin saw no need to meet in-person and emphasized her opinion that the meetings remain in the Zoom format at this time to minimize exposure to COVID-19.

City Manager Murray expected the City Council would like a small COVID-19 safe in-person session for the City Council transition. He did not expect an actual City Council meeting would be held in-person.

City Clerk Bell confirmed there would be an opportunity to have an in-person meeting for the City Council meeting of December 7, 2021 if the City Council directed staff to do that, an opportunity to hold the meeting virtually and a separate event that would be ceremonious for the City Council transition.

Mayor Pro Tem Salimi reiterated his request that the December City Council meeting be held in-person.

City Manager Murray reported if an in-person meeting was held on December 7, three Council members would have to be physically present to meet in-person and two Council members would be able to participate remotely, and that a hybrid format would still be possible.

City Attorney Casher confirmed that possibility and explained that an Item for Assembly Bill (AB) 361 would be brought forward on the agenda at the next regular meeting of the City Council scheduled for November 16, with a discussion as to whether or not to have the City Council meetings remain virtual. That would allow the opportunity to discuss whether or not to continue with virtual meetings or meet in-person on December 7.

Council member Toms asked the City Attorney to clarify whether or not City Council members who wanted to participate live must be vaccinated which should be part of the discussion during the November 16 meeting.

E. City Manager Report / Department Staff

City Manager Murray reported residents had been provided a mailer about the second ARPA workshop scheduled for Saturday, November 6; the Veteran's Day Ceremony had been scheduled for Thursday, November 11 in Fernandez Park; and residents had been provided a mailer requesting participation in the Local Road Safety Plan. Also, options for the design of the replacement bridge over San Pablo Avenue would be discussed as part of a Community Workshop planned for early December 2021. He again welcomed Community Development Director Whalen to the management team.

F. City Attorney Report

City Attorney Casher reported the Municipal Code Update Subcommittee would meet on Wednesday, November 3 to discuss updates to the code enforcement lien process, Fireworks Ordinance, encroachment permit requirements, codifying the Code of Ethics in the Pinole Municipal Code (PMC), Preservation Ordinance, and Senate Bill (SB) 1383, with all ordinances to come to the full City Council for approval via public hearings.

Mayor Pro Tem Salimi asked that the meeting be adjourned in memory of Joshua Tilton, a resident of Pinole.

Mayor Martinez-Rubin offered her condolences to the Tilton Family. She also recognized a request from the public to adjourn the meeting in memory of all veterans who had lost their lives to wars and conflicts and she asked that the meeting also adjourn in memory of all veterans.

13. ADJOURNMENT to the Special City Council Workshop of November 6, 2021 in Remembrance of Amber Swartz and in Memory of Pinole resident Joshua Tilton and All Veterans.

At 8:09 p.m., Mayor Martinez-Rubin adjourned the meeting to the Special City Council Workshop of November 6, 2021 in Remembrance of Amber Swartz and in Memory of Pinole resident Joshua Tilton and All Veterans.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

8B WARRANT LISTING By Vendor Name

Payment Dates 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: AIR10 - AIRGAS USA, LLC					
9118643257	97521	11/05/2021	100-231-42107	OXYGEN USP M22	35.88
Vendor AIR10 - AIRGAS USA, LLC Total:					35.88
Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT					
2021-22-104	97572	11/12/2021	100-231-42107	FIRE APPARATUS REPAIR AND SERVICE	6,336.40
Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:					6,336.40
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 102821	97573	11/12/2021	100-222-42201	PD DRINKING WATER SERVICE 10/19/21	136.90
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					136.90
Vendor: ALL14 - ALLSTAR FIRE EQUIPMENT, INC.					
235415	97522	11/05/2021	100-231-42107	SCOTT COMPRESSOR SERVICE	1,092.85
Vendor ALL14 - ALLSTAR FIRE EQUIPMENT, INC. Total:					1,092.85
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378VK	97523	11/05/2021	525-118-43101	FD MESSAGING SERVICES NOV 2021	43.63
Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:					43.63
Vendor: 2263 - ANDREW CORWIN					
110821 REIMBURSEMENT	97574	11/12/2021	100-231-42301	REIMBURSEMENT FOR ACLS/PALS CERTIFICATION	500.00
Vendor 2263 - ANDREW CORWIN Total:					500.00
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
4700C	97524	11/05/2021	100-345-42108	FERNANDEZ/PV PARK TWICE PER MONTH PEST CONTROL	250.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					250.00
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
76569	97575	11/12/2021	100-222-42108	KEY DUPLICATION	109.64
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					109.64
Vendor: ATT01 - AT&T					
287274105793X10282021	97576	11/12/2021	215-341-43101	PW I80 MOBILITY PROJECT 9/21-10/20/21	77.82
287277095767X10282021	97576	11/12/2021	215-341-43101	PW I80 MOBILITY PROJECT 9/21-10/20/21	77.22
Vendor ATT01 - AT&T Total:					155.04
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001315230	97577	11/12/2021	100-112-42514	LEGAL CLASSIFIED ADS OCTOBER 2021	144.90
0001315230	97577	11/12/2021	377-342-47205	LEGAL CLASSIFIED ADS OCTOBER 2021	975.60
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					1,120.50
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6185270	97525	11/05/2021	209-552-43804	LUNCH PROGRAM FOOD SUPPLIES	699.89
6189608	97525	11/05/2021	209-552-43804	LUNCH PROGRAM FOOD SUPPLIES	796.79
6189965	97525	11/05/2021	209-552-43804	LUNCH PROGRAM FOOD SUPPLIES	12.25
6193416	97525	11/05/2021	209-552-43804	LUNCH PROGRAM FOOD SUPPLIES	789.08
6197279	97525	11/05/2021	209-552-43804	LUNCH PROGRAM FOOD SUPPLIES	875.50

WARRANT LISTING

Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
6197280	97525	11/05/2021	209-551-42515	FOOD SUPPLIES FOR HOLIDAY TREE LIGHTING	55.80
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,229.31
Vendor: CAL04 - CALCON SYSTEMS, INC.					
49801	97526	11/05/2021	500-641-42107	FLOW CALIBRATIONS	2,079.50
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					2,079.50
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
AUGUST 2021	97527	11/05/2021	100-231-41008	FIREFIGHTERS LONG TERM DISABILITY AUG 2021	265.50
NOV 2021	97527	11/05/2021	100-231-41008	FIREFIGHTERS LONG TERM DISABILITY NOV 2021	324.50
OCT 2021	97527	11/05/2021	100-231-41008	FIREFIGHTERS LONG TERM DISABILITY OCT 2021	265.50
SEPT 2021	97527	11/05/2021	100-231-41008	FIREFIGHTERS LONG TERM DISABILITY SEPT 2021	265.50
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					1,121.00
Vendor: 2265 - CALIFORNIA ASSOCIATION OF PUBLIC INFORMATION OFFICIALS					
14113	97578	11/12/2021	100-111-42401	MEMBERSHIP RENEWAL- PROFESSIONAL THROUGH 11/18/22	275.00
Vendor 2265 - CALIFORNIA ASSOCIATION OF PUBLIC INFORMATION OFFICIALS Total:					275.00
Vendor: CAL74 - CALIFORNIA MUNICIPAL STATISTICS, INC.					
21102009	97579	11/12/2021	100-115-42101	DIRECT/OCVERLAPPING DEBT STATEMENT 6/30/21	500.00
Vendor CAL74 - CALIFORNIA MUNICIPAL STATISTICS, INC. Total:					500.00
Vendor: CAR30 - CAROLLO ENGINEERS INC					
FB14781-7	97528	11/05/2021	500-642-47201	SANITARY SEWER COLLECTION SYSTEM MASTER PLAN AUG21	28,230.50
Vendor CAR30 - CAROLLO ENGINEERS INC Total:					28,230.50
Vendor: CCP03 - CCP INDUSTRIES					
IN02864093	97529	11/05/2021	500-641-44410	FLUORESCENT YLW-GRN PANTS/JACKET	182.54
Vendor CCP03 - CCP INDUSTRIES Total:					182.54
Vendor: CIT08 - CITY MECHANICAL, INC					
75428	97580	11/12/2021	100-345-42101	COMMUNICATION ROOM UNIT REPLACEMENT	10,000.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					10,000.00
Vendor: 1568 - CITY PRINT & MAIL					
29926	97530	11/05/2021	217-117-42101	ARPA POSTCARD	6,869.64
Vendor 1568 - CITY PRINT & MAIL Total:					6,869.64
Vendor: COM20 - COMCAST					
101421CH	97531	11/05/2021	100-117-43105	CITY HALL BUSINESS CABLE SERVICE 10/19-11/18/21	29.84
101421FD	97531	11/05/2021	100-231-43105	FD BUSINESS CABLE SERVICE 10/19-11/18/21	49.55
101621PD	97531	11/05/2021	100-222-43105	PD BUSINESS CABLE SERVICE 10/21-11/20/21	170.84
101821TINYTOTS	97531	11/05/2021	525-118-43101	TINY TOTS BUSINESS INTERNET 10/23-11/22/21	130.15
110121 I80MOBILITY	97581	11/12/2021	215-341-43101	PW I80 MOBILITY PROJECT BUS INTERNET 11/5-12/4/21	236.31
Vendor COM20 - COMCAST Total:					616.69
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
72930033	97532	11/05/2021	100-221-42101	PHYSICAL LEVEL 2-Z. GANG	386.50
73004208	97532	11/05/2021	100-221-42101	PHYSICAL LEVEL 2-C. MICHEL	386.50
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					773.00
Vendor: CON93 - CONCORD UNIFORMS LLC					
18809	97533	11/05/2021	100-222-44410	PD UNIFORM CLOTHING	363.48

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18820	97582	11/12/2021	100-222-44410	PD UNIFORMS	321.30
Vendor CON93 - CONCORD UNIFORMS LLC Total:					684.78
Vendor: CON10 - CONTRA COSTA COUNTY POLICE CHIEFS' ASSOCIATION					
21-17	97583	11/12/2021	100-221-42401	PD MEMEBERSHIP DUES FISCAL YEAR 21/22	775.00
Vendor CON10 - CONTRA COSTA COUNTY POLICE CHIEFS' ASSOCIATION Total:					775.00
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
704381	97584	11/12/2021	200-342-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES SEPT 2021	12,408.55
704381	97584	11/12/2021	310-347-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES SEPT 2021	452.93
704381	97584	11/12/2021	310-348-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES SEPT 2021	147.37
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					13,008.85
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
18625	97534	11/05/2021	100-221-42107	PD 2018 FORD FUSION OIL CHANGE	50.00
18710	97534	11/05/2021	100-221-42107	PD FRONT BRAKE ROTORS 2013 FORD LIC 1301236	394.35
18711	97534	11/05/2021	100-221-42107	PD TIMING CHAIN/WATER PUMP 2017 FORD EXPLORER	1,947.99
18712	97534	11/05/2021	100-221-42107	PD SUSPENSION 2014 FORD EXPLORER LIC 1325721	922.04
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					3,314.38
Vendor: 2258 - CRISTINA AHLSTRAND					
102621 REIMBURSEMENT	97535	11/05/2021	209-554-44301	GAS FOR VAN	77.12
102621 REIMBURSEMENT 10	97535	11/05/2021	209-554-42514	POPCORN FOR MOVIE NIGHT	33.98
102621 REIMBURSEMENT 2	97535	11/05/2021	209-554-44301	GAS FOR SEDAN	20.00
102621 REIMBURSEMENT 3	97535	11/05/2021	209-554-42514	WATER/CANDY NATIONAL NIGHT OUT	115.31
102621 REIMBURSEMENT 4	97535	11/05/2021	209-554-42514	HALLOWEEN EVENT SUPPLIES	34.22
102621 REIMBURSEMENT 5	97535	11/05/2021	209-554-42514	HALLOWEEN SUPPLIES	17.56
102621 REIMBURSEMENT 6	97535	11/05/2021	209-554-42514	PIZZA FOR VOLUNTEERS	54.60
102621 REIMBURSEMENT 7	97535	11/05/2021	209-554-42514	BALLOONS FOR NATIONAL NIGHT OUT	16.46
102621 REIMBURSEMENT 8	97535	11/05/2021	209-554-42514	CANDY FOR MOVIE NIGHT	74.95
102621 REIMBURSEMENT 9	97535	11/05/2021	209-554-42514	CANDY FOR MOVIE NIGHT	29.98
Vendor 2258 - CRISTINA AHLSTRAND Total:					474.18
Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC					
2109019	97536	11/05/2021	106-343-47201	PRELIMINARY ENGINEERING AND DESIGN SERVICES AUG 21	4,778.00
2109067	97536	11/05/2021	325-342-47205	PRELIMINARY ENGINEERING AND DESIGN SERVICES SEP 21	3,060.00
2109068	97536	11/05/2021	500-641-42101	PRELIMINARY ENGINEERING AND DESIGN SERVICES SEP 21	672.00
2109077	97536	11/05/2021	106-343-47201	PRELIMINARY ENGINEERING AND DESIGN SERVICES SEP 21	9,434.00
Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total:					17,944.00
Vendor: 2264 - DANIEL HOUTS					
110821 REIMBURSEMENT	97585	11/12/2021	100-231-42301	REIMBURSEMENT FOR ACLS/PALS/BLS CERTIFICATION	700.00
Vendor 2264 - DANIEL HOUTS Total:					700.00
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
536419	97537	11/05/2021	100 116 42101	FINGERPRINTS SEPTEMBER 2021	32.00
536419	97537	11/05/2021	100-221-42101	FINGERPRINTS SEPTEMBER 2021	328.00

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536419	97537	11/05/2021	100-221-42110	FINGERPRINTS SEPTEMBER 2021	162.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					522.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL220374	97586	11/12/2021	200-342-42101	SIGNALS AND LIGHTING JULY-SEPT 2021	1,179.98
SL220374	97586	11/12/2021	310-347-42101	SIGNALS AND LIGHTING JULY-SEPT 2021	377.27
SL220374	97586	11/12/2021	310-348-42101	SIGNALS AND LIGHTING JULY-SEPT 2021	345.30
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					1,902.55
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84237913	97538	11/05/2021	100-10601	CORP YARD UNLEADED GAS 550.1 GALLONS 10/19/21	2,413.73
84248120	97538	11/05/2021	100-10601	CORP YARD UNLEADED GAS 624.7 GAL 10/26/21	2,793.73
84249342	97587	11/12/2021	100-10602	FD DIESEL FUEL 55.8 GALLONS 10/27/21	330.70
84257962	97587	11/12/2021	100-10601	CORP YARD UNLEADED GAS 568.6 GALLONS 11/2/21	2,593.71
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					8,131.87
Vendor: EBM01 - EBMUD					
20575-092921	97539	11/05/2021	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	161.58
31773-092921	97539	11/05/2021	100-343-43102	2887 SIMAS AVE	161.58
32841-092421	97539	11/05/2021	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	7,907.14
39199-091021	97539	11/05/2021	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	487.12
56324-092421	97539	11/05/2021	100-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	3,602.90
Vendor EBM01 - EBMUD Total:					12,320.32
Vendor: FIS01 - FISHER SCIENTIFIC					
7952306	97540	11/05/2021	500-641-44303	POT IODIDE SOL 5%W/V 1L	131.84
8267626	97540	11/05/2021	500-641-44303	ACETATE BUFF PH 4 1L	135.77
Vendor FIS01 - FISHER SCIENTIFIC Total:					267.61
Vendor: GRA03 - GRAINGER					
9081332778	97541	11/05/2021	500-641-44306	WWTP OUTER AIR FILTER	29.61
Vendor GRA03 - GRAINGER Total:					29.61
Vendor: 1112 - GRAY-BOWEN-SCOTT					
21214	97542	11/05/2021	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	10,063.75
21245	97542	11/05/2021	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	6,080.00
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					16,143.75
Vendor: HAC01 - HACH COMPANY					
12678814	97543	11/05/2021	500-641-44305	HYDROCHLORIC ACID/NITRIFICATION INHIBITOR	885.76
12681710	97543	11/05/2021	500-641-44305	IODINE STD SOLN 1000ML	43.85
12688502	97543	11/05/2021	500-641-44305	GLASS FIBER FILTER 47MM	115.21
Vendor HAC01 - HACH COMPANY Total:					1,044.82
Vendor: 2262 - HANNAH BORTHWICK					
110921 REIMBURSEMENT	97588	11/12/2021	209-555-36405	SUMMER 2021 COOKING ROUND THE WORLD CANCELLED	173.00
Vendor 2262 - HANNAH BORTHWICK Total:					173.00
Vendor: HDL01 - HDL COREN AND CONE					
SIN010322	97544	11/05/2021	100-115-42101	CONTRACT SERVICES PROPERTY TAX JULY-SEPT 2021	2,125.00

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SIN012232	97589	11/12/2021	100-115-42101	CONTRACT SERVICES PROP TAX OCT-DEC 2021	2,125.00
Vendor HDL01 - HDL COREN AND CONE Total:					4,250.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
093021 STATEMENT	97545	11/05/2021	100-110-41002	DENTAL TRUST PREMIUMS OCT 2021	498.18
093021 STATEMENT	97545	11/05/2021	100-111-41002	DENTAL TRUST PREMIUMS OCT 2021	518.03
093021 STATEMENT	97545	11/05/2021	100-112-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	100-113-41002	DENTAL TRUST PREMIUMS OCT 2021	53.45
093021 STATEMENT	97545	11/05/2021	100-115-41002	DENTAL TRUST PREMIUMS OCT 2021	383.56
093021 STATEMENT	97545	11/05/2021	100-116-41002	DENTAL TRUST PREMIUMS OCT 2021	53.45
093021 STATEMENT	97545	11/05/2021	100-221-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	100-221-41002	DENTAL TRUST PREMIUMS OCT 2021	1,368.89
093021 STATEMENT	97545	11/05/2021	100-222-41002	DENTAL TRUST PREMIUMS OCT 2021	53.45
093021 STATEMENT	97545	11/05/2021	100-222-41002	DENTAL TRUST PREMIUMS OCT 2021	302.54
093021 STATEMENT	97545	11/05/2021	100-223-41002	DENTAL TRUST PREMIUMS OCT 2021	1,089.51
093021 STATEMENT	97545	11/05/2021	100-231-41002	DENTAL TRUST PREMIUMS OCT 2021	1,137.20
093021 STATEMENT	97545	11/05/2021	100-341-41002	DENTAL TRUST PREMIUMS OCT 2021	106.90
093021 STATEMENT	97545	11/05/2021	100-343-41002	DENTAL TRUST PREMIUMS OCT 2021	921.44
093021 STATEMENT	97545	11/05/2021	100-465-41002	DENTAL TRUST PREMIUMS OCT 2021	114.62
093021 STATEMENT	97545	11/05/2021	105-221-41002	DENTAL TRUST PREMIUMS OCT 2021	820.57
093021 STATEMENT	97545	11/05/2021	105-231-41002	DENTAL TRUST PREMIUMS OCT 2021	53.45
093021 STATEMENT	97545	11/05/2021	105-231-41002	DENTAL TRUST PREMIUMS OCT 2021	189.71
093021 STATEMENT	97545	11/05/2021	106-222-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	106-231-41002	DENTAL TRUST PREMIUMS OCT 2021	114.62
093021 STATEMENT	97545	11/05/2021	209-551-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	209-552-41002	DENTAL TRUST PREMIUMS OCT 2021	106.90
093021 STATEMENT	97545	11/05/2021	209-554-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	212-461-41002	DENTAL TRUST PREMIUMS OCT 2021	134.47
093021 STATEMENT	97545	11/05/2021	500-641-41002	DENTAL TRUST PREMIUMS OCT 2021	948.94
093021 STATEMENT	97545	11/05/2021	500-642-41002	DENTAL TRUST PREMIUMS OCT 2021	241.37
093021 STATEMENT	97545	11/05/2021	505-119-41002	DENTAL TRUST PREMIUMS OCT 2021	268.94
093021 STATEMENT	97545	11/05/2021	998-20105	DENTAL TRUST PREMIUMS OCT 2021	322.39
093021 STATEMENT	97545	11/05/2021	998-20105	DENTAL TRUST PREMIUMS OCT 2021	114.62
110321	97590	11/12/2021	100-110-41002	DENTAL TRUST PREMIUMS NOVEMBER 2021	498.18

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
110321	97590	11/12/2021	100-111-41002	DENTAL PREMIUMS NOVEMBER 2021	518.03
110321	97590	11/12/2021	100-112-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	100-113-41002	DENTAL PREMIUMS NOVEMBER 2021	53.45
110321	97590	11/12/2021	100-115-41002	DENTAL PREMIUMS NOVEMBER 2021	383.56
110321	97590	11/12/2021	100-116-41002	DENTAL PREMIUMS NOVEMBER 2021	53.45
110321	97590	11/12/2021	100-221-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	100-221-41002	DENTAL PREMIUMS NOVEMBER 2021	1,368.89
110321	97590	11/12/2021	100-222-41002	DENTAL PREMIUMS NOVEMBER 2021	53.45
110321	97590	11/12/2021	100-222-41002	DENTAL PREMIUMS NOVEMBER 2021	302.54
110321	97590	11/12/2021	100-223-41002	DENTAL PREMIUMS NOVEMBER 2021	1,204.13
110321	97590	11/12/2021	100-231-41002	DENTAL PREMIUMS NOVEMBER 2021	1,137.20
110321	97590	11/12/2021	100-341-41002	DENTAL PREMIUMS NOVEMBER 2021	106.90
110321	97590	11/12/2021	100-343-41002	DENTAL PREMIUMS NOVEMBER 2021	921.44
110321	97590	11/12/2021	100-465-41002	DENTAL PREMIUMS NOVEMBER 2021	114.62
110321	97590	11/12/2021	105-221-41002	DENTAL PREMIUMS NOVEMBER 2021	820.57
110321	97590	11/12/2021	105-231-41002	DENTAL PREMIUMS NOVEMBER 2021	189.71
110321	97590	11/12/2021	105-231-41002	DENTAL PREMIUMS NOVEMBER 2021	53.45
110321	97590	11/12/2021	106-222-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	106-231-41002	DENTAL PREMIUMS NOVEMBER 2021	114.62
110321	97590	11/12/2021	209-551-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	209-552-41002	DENTAL PREMIUMS NOVEMBER 2021	106.90
110321	97590	11/12/2021	209-554-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	212-461-41002	DENTAL PREMIUMS NOVEMBER 2021	134.47
110321	97590	11/12/2021	500-641-41002	DENTAL PREMIUMS NOVEMBER 2021	814.47
110321	97590	11/12/2021	500-642-41002	DENTAL PREMIUMS NOVEMBER 2021	241.37
110321	97590	11/12/2021	505-119-41002	DENTAL PREMIUMS NOVEMBER 2021	268.94
110321	97590	11/12/2021	998-20105	DENTAL PREMIUMS NOVEMBER 2021	-81.02
110321	97590	11/12/2021	998-20105	DENTAL PREMIUMS NOVEMBER 2021	114.62
				Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:	20,755.84
Vendor: HIL03 - HILLTOP FORD					
FOCS356346	97546	11/05/2021	100-221-42107	PD 2019 FORD TRUCK UNIT 801 COIL BOOTS/FAN BELT	89.20
				Vendor HIL03 - HILLTOP FORD Total:	89.20

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN012558	97547	11/05/2021	217-117-42101	ECONOMIC DEVELOPMENT SERVICES JULY-AUG 2021	6,340.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					6,340.00
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
6035 3225 0315 0413 102121	97591	11/12/2021	100-222-44306	AGENCY WIDE HOME DEPOT PURCHASES	211.32
6035 3225 0315 0413 102121	97591	11/12/2021	100-343-44306	AGENCY WIDE HOME DEPOT PURCHASES	120.25
6035 3225 0315 0413 102121	97591	11/12/2021	100-345-44306	AGENCY WIDE HOME DEPOT PURCHASES	304.88
6035 3225 0315 0413 102121	97591	11/12/2021	209-557-44306	AGENCY WIDE HOME DEPOT PURCHASES	146.88
6035 3225 0315 0413 102121	97591	11/12/2021	500-641-44306	AGENCY WIDE HOME DEPOT PURCHASES	154.83
6035 3225 0315 0413 102121	97591	11/12/2021	500-642-44306	AGENCY WIDE HOME DEPOT PURCHASES	289.37
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,227.53
Vendor: MOO14 - ISSAC MOORE					
102921	97548	11/05/2021	209-552-43802	SENIOR CENTER EXERCISE CLASSES	180.00
Vendor MOO14 - ISSAC MOORE Total:					180.00
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
102921	97549	11/05/2021	209-552-43802	SENIOR CENTER BALANCE AND YOGA CLASSES	110.60
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					110.60
Vendor: 1611 - JANICE M. BYER					
102921	97550	11/05/2021	209-552-43802	SENIOR CENTER EXERCISE CLASSES	540.00
Vendor 1611 - JANICE M. BYER Total:					540.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
8874	97592	11/12/2021	209-554-42108	PYC MONTHLY JANITORIAL SERVICES NOVEMBER 2021	456.00
8875	97592	11/12/2021	209-552-42108	SENIOR CENTER MONTHLY JANITORIAL SERVICES NOV 2021	422.00
8876	97592	11/12/2021	209-552-43810	SENIOR CENTER KITCHEN JANITORIAL SERVICES NOV 2021	405.00
8877	97592	11/12/2021	209-553-42108	TINY TOTS MONTHLY JANITORIAL SERVICES NOV 2021	377.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,660.00
Vendor: 1630 - JOHN AND CLAIRE INVESTIGATIONS					
1262	97593	11/12/2021	100-222-42101	BACKGROUND REPORT PREPARATION WILLIAMS	150.00
1263	97593	11/12/2021	100-222-42101	PHS REVIEW/FILE SET UP FODOR	617.10
1265	97593	11/12/2021	100-222-42101	BACKGROUND INTERVIEWS	562.50
Vendor 1630 - JOHN AND CLAIRE INVESTIGATIONS Total:					1,329.60
Vendor: 1641 - JOSUE ARDON					
101321 CONTRACT	97551	11/05/2021	100-222-42201	PD FILMING/EDITING BALANCE DUE	350.00
Vendor 1641 - JOSUE ARDON Total:					350.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000030581	97594	11/12/2021	500-641-44302	WPCP SLUDGE REMOVAL 10/19-10/31/21	4,865.22
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,865.22

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Vendor: 1567 - KEN GRADY CO INC					
4971A	97552	11/05/2021	500-641-44306	05-0104	61.16
Vendor 1567 - KEN GRADY CO INC Total:					61.16
Vendor: BRE09 - KYLE BRECKENRIDGE					
110821 REIMBURSEMENT	97595	11/12/2021	100-221-42301	HOTEL COSTS FOR SUPERVISORY COURSE MONTEREY	2,290.90
Vendor BRE09 - KYLE BRECKENRIDGE Total:					2,290.90
Vendor: LAK01 - LAKESHORE					
271727102021	97596	11/12/2021	209-553-42514	WINTER/HOLIDAY DECORATIONS	336.57
Vendor LAK01 - LAKESHORE Total:					336.57
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
S2297742.001	97553	11/05/2021	100-343-44306	COMBUSTIBLE LEAK DETECTOR	390.78
Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:					390.78
Vendor: CUR03 - LN CURTIS & SONS					
INV533734	97554	11/05/2021	100-221-47101	PD SAFARI CUSTOM	1,233.76
Vendor CUR03 - LN CURTIS & SONS Total:					1,233.76
Vendor: 1638 - MORTON II YOUTH SPORTS					
1264	97597	11/12/2021	209-555-36405	JR ACADEMY CAMP 6/21-6/25/21	779.10
Vendor 1638 - MORTON II YOUTH SPORTS Total:					779.10
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1634364	97598	11/12/2021	100-231-42107	SCBA FLOW TEST/BATTERIES	118.30
IN1634942	97598	11/12/2021	100-231-42107	REG ASY, 2013, QD	1,817.99
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					1,936.29
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV002162	97599	11/12/2021	100-110-41005	EAP PROGRAM 7/21-9/21	58.35
INV002162	97599	11/12/2021	100-111-41005	EAP PROGRAM 7/21-9/21	46.68
INV002162	97599	11/12/2021	100-112-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	100-113-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	100-115-41005	EAP PROGRAM 7/21-9/21	35.01
INV002162	97599	11/12/2021	100-116-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	100-117-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	100-221-41005	EAP PROGRAM 7/21-9/21	186.72
INV002162	97599	11/12/2021	100-222-41005	EAP PROGRAM 7/21-9/21	35.01
INV002162	97599	11/12/2021	100-223-41005	EAP PROGRAM 7/21-9/21	140.04
INV002162	97599	11/12/2021	100-231-41005	EAP PROGRAM 7/21-9/21	116.70
INV002162	97599	11/12/2021	100-341-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	100-343-41005	EAP PROGRAM 7/21-9/21	81.69
INV002162	97599	11/12/2021	100-465-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	105-221-41005	EAP PROGRAM 7/21-9/21	81.69
INV002162	97599	11/12/2021	105-231-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	106-222-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	106-231-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	204-227-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	209-551-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	209-552-41005	EAP PROGRAM 7/21-9/21	23.34
INV002162	97599	11/12/2021	209-553-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	209-554-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	212-461-41005	EAP PROGRAM 7/21-9/21	35.01
INV002162	97599	11/12/2021	212-462-41005	EAP PROGRAM 7/21-9/21	11.67
INV002162	97599	11/12/2021	500-641-41005	EAP PROGRAM 7/21-9/21	105.03
INV002162	97599	11/12/2021	500-642-41005	EAP PROGRAM 7/21-9/21	35.01
INV002162	97599	11/12/2021	505-119-41005	EAP PROGRAM 7/21-9/21	23.34
INV002210	97599	11/12/2021	100-221-46201	UNMET LIABILITY DEDUCTIBLE SEPT 2021	169.70
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					1,336.70

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Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1368212	97555	11/05/2021	100-221-41008	PD LONG TERM DISABILTY SEPT 2021	415.80
1368212	97555	11/05/2021	100-221-41008	PD LONG TERM DISABILTY SEPT 2021	29.70
1368212	97555	11/05/2021	100-223-41008	PD LONG TERM DISABILTY SEPT 2021	215.00
1368212	97555	11/05/2021	105-221-41008	PD LONG TERM DISABILTY SEPT 2021	118.80
1370452	97555	11/05/2021	100-221-41008	PD LONG TERM DISABILTY OCT 2021	29.70
1370452	97555	11/05/2021	100-221-41008	PD LONG TERM DISABILTY OCT 2021	415.80
1370452	97555	11/05/2021	100-223-41008	PD LONG TERM DISABILTY OCT 2021	215.00
1370452	97555	11/05/2021	105-221-41008	PD LONG TERM DISABILTY OCT 2021	118.80
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					1,558.60
Vendor: 2007 - NATIONAL AUTO FLEET GROUP					
WF2280-B	97556	11/05/2021	160-342-47104	ADD'L SALES TAX FROM TRUCK PURCHASE	166.90
Vendor 2007 - NATIONAL AUTO FLEET GROUP Total:					166.90
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	33.47
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	32.74
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	12.06
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	-48.25
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	-54.77
102821 1083841	97600	11/12/2021	100-343-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	116.68
102821 1083841	97600	11/12/2021	100-345-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	-39.47
102821 1083841	97600	11/12/2021	207-344-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	28.51
102821 1083841	97600	11/12/2021	209-557-44306	CITY WIDE AUTO PARTS/SUPPLIES ACCOUNT PAID IN FULL	9.87
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					90.84
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
61028	97601	11/12/2021	310-347-42108	EBMUD WATER TEST	497.62
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					497.62
Vendor: BOW05 - PATRICK BOWIE					
110821 REIMBURSEMENT	97602	11/12/2021	500-642-42101	REIMBURSEMENT FOR DOT PHYSICAL	115.00
Vendor BOW05 - PATRICK BOWIE Total:					115.00
Vendor: PET08 - PET FOOD EXPRESS CORP					
24-2110PN	97557	11/05/2021	100-221-42514	PD DOG FOOD	47.73
27-2109PN	97557	11/05/2021	100-221-42514	PD DOG FOOD	47.73
Vendor PET08 - PET FOOD EXPRESS CORP Total:					95.46

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Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: PGE01 - PG&E					
101421-3029	97558	11/05/2021	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	119.20
101821-0813	97558	11/05/2021	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	55.04
101821-2506	97558	11/05/2021	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	30.30
101821-2969	97558	11/05/2021	201-343-43103	600 TENNENT AVE BLACKIES STORAGE	19.04
101821-3537	97558	11/05/2021	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	83.21
101821-3850	97558	11/05/2021	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	107.72
101821-3914	97558	11/05/2021	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	416.83
101821-4612	97558	11/05/2021	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	34.44
101821-5274	97558	11/05/2021	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	48.52
101821-6969	97558	11/05/2021	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	110.60
101821-9985	97558	11/05/2021	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	132.13
101921-0217	97558	11/05/2021	100-345-43103	TENNENT & PARK ST CLUB HOUSE	19.77
101921-0923	97558	11/05/2021	100-110-43103	2131 PEAR ST	71.87
101921-0923	97558	11/05/2021	100-111-43103	2131 PEAR ST	94.57
101921-0923	97558	11/05/2021	100-112-43103	2131 PEAR ST	104.03
101921-0923	97558	11/05/2021	100-115-43103	2131 PEAR ST	259.12
101921-0923	97558	11/05/2021	100-116-43103	2131 PEAR ST	75.66
101921-0923	97558	11/05/2021	100-117-43103	2131 PEAR ST	841.66
101921-0923	97558	11/05/2021	100-343-43103	2131 PEAR ST	1,567.95
101921-0923	97558	11/05/2021	200-342-43103	2131 PEAR ST	274.25
101921-0923	97558	11/05/2021	212-461-43103	2131 PEAR ST	113.48
101921-0923	97558	11/05/2021	212-462-43103	2131 PEAR ST	285.60
101921-0923	97558	11/05/2021	285-464-43103	2131 PEAR ST	94.57
101921-4065	97558	11/05/2021	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	574.14
101921-4368	97558	11/05/2021	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	133.44
101921-5137	97558	11/05/2021	209-557-43103	2450 SIMAS AVE SWIM CTR	2,708.08
101921-7509	97558	11/05/2021	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	58.63
101921-7964	97558	11/05/2021	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.33
102021-0081	97558	11/05/2021	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	76.08
102021-0209	97558	11/05/2021	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	79.89
102021-0466	97558	11/05/2021	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	9.52
102021-0466	97558	11/05/2021	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	14.29
102021-2793	97558	11/05/2021	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	80.92
102021-3311	97558	11/05/2021	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	99.18
102021-4193	97558	11/05/2021	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	56.76
102021-5127	97558	11/05/2021	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	113.72
102021-5374	97558	11/05/2021	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	90.86

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Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
102021-5387	97558	11/05/2021	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	45.35
102021-7114	97558	11/05/2021	200-342-43103	2429 SAN PABLO AVE	74.28
102021-8086	97558	11/05/2021	200-342-43103	N/S BORDER CITY OF PINOLE	105.47
102021-9824	97558	11/05/2021	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	103.24
102121-1121	97558	11/05/2021	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	69.32
102121-1233	97558	11/05/2021	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	79.43
102121-2620	97558	11/05/2021	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	102.80
102121-8687	97558	11/05/2021	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	90.86
102621-8511	97603	11/12/2021	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.67
102621-9929	97603	11/12/2021	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	65.54
102721-4256	97603	11/12/2021	500-641-43103	11 TENNANT AVE	67,744.19
102721-4430	97603	11/12/2021	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	10.45
102721-7547	97603	11/12/2021	100-222-43103	880 Tennent Ave-Public Safety Facility	3,663.22
102721-7547	97603	11/12/2021	100-223-43103	880 Tennent Ave-Public Safety Facility	732.64
102721-7547	97603	11/12/2021	100-231-43103	880 Tennent Ave-Public Safety Facility	2,930.57
102721-9961	97603	11/12/2021	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,938.18
102821-6521	97603	11/12/2021	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	95.38
102821-6897	97603	11/12/2021	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	61.24
Vendor PGE01 - PG&E Total:					87,989.23
Vendor: JAR01 - PINOLE GOODYEAR					
032212	97561	11/05/2021	100-231-42107	FD 2019 FORD TRUCK OIL CHANGE	101.04
Vendor JAR01 - PINOLE GOODYEAR Total:					101.04
Vendor: QUI11 - QUINCY ENGINEERING, INC.					
20-2830.00-16	97562	11/05/2021	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES FOR SPA BRIDGE	92,101.42
Vendor QUI11 - QUINCY ENGINEERING, INC. Total:					92,101.42
Vendor: 2025 - RAY MORGAN COMPANY, LLC.					
3487295	97563	11/05/2021	525-118-42107	COPIER CONTRACT BASE/USAGE CHARGES 9/15-10/14/2021	1,219.01
Vendor 2025 - RAY MORGAN COMPANY, LLC. Total:					1,219.01
Vendor: 1617 - RICHMOND ROD AND GUN CLUB, INC					
3393	97604	11/12/2021	100-221-42511	BAY #7 RENTAL 11/22 7-11AM	200.00
Vendor 1617 - RICHMOND ROD AND GUN CLUB, INC Total:					200.00
Vendor: J&O01 - RUBBER DUST INC.					
144076	97564	11/05/2021	100-231-42107	VALVE STEM REPAIR	360.43
144077	97564	11/05/2021	100-231-42107	6.0 METAL VALVE STEM EXTENSION	110.43
Vendor J&O01 - RUBBER DUST INC. Total:					470.86
Vendor: 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS					
34738	97565	11/05/2021	276-344-47205	HAZEL ST STORM DRAIN PHASE 1 AUG 2021	4,830.00
34827	97565	11/05/2021	276-344-47205	HAZEL ST STORM DRAIN PHASE 1 SEPT 2021	840.00
Vendor 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS Total:					5,670.00

WARRANT LISTING

Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1714 - SHERRI D. LEWIS					
CC05PINOLE-FY2021/22	97605	11/12/2021	100-112-42101	CITY COUNCIL MEETING MINUTES JULY 20, 2021	562.50
CC07PINOLE-FY2021/22	97605	11/12/2021	100-112-42101	CITY COUNCIL MEETING MINUTES SEPT 21, 2021	600.00
CC08PINOLE-FY2021/22	97605	11/12/2021	100-112-42101	CITY COUNCIL MEETING MINUTES 10/9/21 ARPA COMM WKS	675.00
Vendor 1714 - SHERRI D. LEWIS Total:					1,837.50
Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.					
311015005	97566	11/05/2021	100-343-44306	SAFETY CHAINS/HOOKS	638.82
Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:					638.82
Vendor: 2259 - SIGNS BY SCOTT					
3562	97567	11/05/2021	209-551-42515	FALL-DUMPSTER DAY PLASTIC SIGNS	125.93
Vendor 2259 - SIGNS BY SCOTT Total:					125.93
Vendor: SOM03 - SOME MORE SOUND, LLC					
SO-000016	97606	11/12/2021	505-119-47105	AUDIO MATRIX PROCESSOR	2,731.52
Vendor SOM03 - SOME MORE SOUND, LLC Total:					2,731.52
Vendor: SQU00 - SQUARE DEAL GARAGE					
36785	97568	11/05/2021	100-221-42107	PD 2017 FORD OIL CHANGE UNIT 811	52.32
Vendor SQU00 - SQUARE DEAL GARAGE Total:					52.32
Vendor: 1709 - T J K M					
0051577	97569	11/05/2021	325-342-47205	LOCAL ROAD SAFETY PLAN AUG 2021	5,948.57
0051677	97569	11/05/2021	325-342-47205	LOCAL ROAD SAFETY PLAN SEP 2021	1,918.77
Vendor 1709 - T J K M Total:					7,867.34
Vendor: 1253 - TARAH ORNELAS					
666	97607	11/12/2021	209-552-43809	SENIOR CENTER NEWSLETTER PRINTING	299.35
Vendor 1253 - TARAH ORNELAS Total:					299.35
Vendor: UNI38 - UNIVAR USA INC					
49534926	97608	11/12/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,637.98
49545909	97608	11/12/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,698.34
Vendor UNI38 - UNIVAR USA INC Total:					10,336.32
Vendor: USB06 - US BANK					
102221 STATEMENT	97609	11/12/2021	100-20018	CITY CREDIT CARD BILLING	31,207.21
456412139	97610	11/12/2021	525-118-42107	CANON COPIER PAYMENTS	2,709.86
Vendor USB06 - US BANK Total:					33,917.07
Vendor: 2261 - VIGILANT SOLUTIONS					
40018 RI	97611	11/12/2021	100-221-42106	ANNUAL SUBSCRIPTION FEE MAY 2021-APRIL 2022	4,725.00
Vendor 2261 - VIGILANT SOLUTIONS Total:					4,725.00
Vendor: VIS01 - VISION SERVICE PLAN					
813294673	97570	11/05/2021	100-110-41003	VISION PREMIUMS OCTOBER 2021	74.44
813294673	97570	11/05/2021	100-111-41003	VISION PREMIUMS OCTOBER 2021	74.44
813294673	97570	11/05/2021	100-112-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	100-113-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	100-115-41003	VISION PREMIUMS OCTOBER 2021	55.83

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Payment Dates: 10/30/2021 - 11/12/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
813294673	97570	11/05/2021	100-116-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	100-221-41003	VISION PREMIUMS OCTOBER 2021	334.98
813294673	97570	11/05/2021	100-222-41003	VISION PREMIUMS OCTOBER 2021	55.83
813294673	97570	11/05/2021	100-223-41003	VISION PREMIUMS OCTOBER 2021	186.10
813294673	97570	11/05/2021	100-231-41003	VISION PREMIUMS OCTOBER 2021	241.93
813294673	97570	11/05/2021	100-341-41003	VISION PREMIUMS OCTOBER 2021	55.83
813294673	97570	11/05/2021	100-343-41003	VISION PREMIUMS OCTOBER 2021	130.27
813294673	97570	11/05/2021	100-465-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	105-221-41003	VISION PREMIUMS OCTOBER 2021	111.66
813294673	97570	11/05/2021	105-231-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	106-222-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	106-231-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	209-551-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	209-552-41003	VISION PREMIUMS OCTOBER 2021	37.22
813294673	97570	11/05/2021	209-554-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	212-461-41003	VISION PREMIUMS OCTOBER 2021	18.61
813294673	97570	11/05/2021	212-462-41003	VISION PREMIUMS OCTOBER 2021	37.22
813294673	97570	11/05/2021	500-641-41003	VISION PREMIUMS OCTOBER 2021	167.49
813294673	97570	11/05/2021	500-642-41003	VISION PREMIUMS OCTOBER 2021	55.83
813294673	97570	11/05/2021	505-119-41003	VISION PREMIUMS OCTOBER 2021	37.22
813294673	97570	11/05/2021	998-20106	VISION PREMIUMS OCTOBER 2021	37.22
813515193	97570	11/05/2021	100-110-41003	VISION PREMIUMS NOVEMBER 2021	74.44
813515193	97570	11/05/2021	100-111-41003	VISION PREMIUMS NOVEMBER 2021	74.44
813515193	97570	11/05/2021	100-112-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	100-113-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	100-115-41003	VISION PREMIUMS NOVEMBER 2021	55.83
813515193	97570	11/05/2021	100-116-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	100-221-41003	VISION PREMIUMS NOVEMBER 2021	334.98
813515193	97570	11/05/2021	100-222-41003	VISION PREMIUMS NOVEMBER 2021	55.83
813515193	97570	11/05/2021	100-223-41003	VISION PREMIUMS NOVEMBER 2021	204.71
813515193	97570	11/05/2021	100-231-41003	VISION PREMIUMS NOVEMBER 2021	241.93
813515193	97570	11/05/2021	100-341-41003	VISION PREMIUMS NOVEMBER 2021	18.61

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
813515193	97570	11/05/2021	100-343-41003	VISION PREMIUMS NOVEMBER 2021	130.27
813515193	97570	11/05/2021	100-465-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	105-221-41003	VISION PREMIUMS NOVEMBER 2021	111.66
813515193	97570	11/05/2021	105-231-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	106-222-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	106-231-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	209-551-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	209-552-41003	VISION PREMIUMS NOVEMBER 2021	37.22
813515193	97570	11/05/2021	209-554-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	212-461-41003	VISION PREMIUMS NOVEMBER 2021	18.61
813515193	97570	11/05/2021	212-462-41003	VISION PREMIUMS NOVEMBER 2021	37.22
813515193	97570	11/05/2021	500-641-41003	VISION PREMIUMS NOVEMBER 2021	167.49
813515193	97570	11/05/2021	500-642-41003	VISION PREMIUMS NOVEMBER 2021	55.83
813515193	97570	11/05/2021	505-119-41003	VISION PREMIUMS NOVEMBER 2021	37.22
813515193	97570	11/05/2021	998-20106	VISION PREMIUMS NOVEMBER 2021	-37.22
Vendor VIS01 - VISION SERVICE PLAN Total:					3,666.17
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
102921	97571	11/05/2021	209-552-43802	SENIOR CENTER GENTLE YOGA CLASSES	132.65
Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:					132.65
Grand Total:					447,763.96

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	129,195.60
105 - Measure S -2006	2,718.96
106 - MEASURE S-2014	14,807.96
160 - EQUIPMENT RESERVE	166.90
200 - Gas Tax Fund	15,272.36
201 - Restricted Real Estate Maintenance Fund	410.27
204 - Police Grants	11.67
207 - NPDES Storm Water Fund	28.51
209 - Recreation Fund	15,386.27
212 - Building & Planning	826.36
215 - Measure C and J Fund	421.65
217 - American Rescue Plan Act Fund	13,209.64
276 - Growth Impact Fund	5,670.00
285 - Housing Land Held for Resale	94.57
310 - Lighting & Landscape Districts	1,934.06
325 - City Street Improvements	119,172.51
377 - Arterial Streets Rehabilitation Fund	975.60
500 - Sewer Enterprise Fund	119,506.34
505 - Cable Access TV	3,381.47
525 - Information Systems	4,102.65
998 - Payroll Clearing	470.61
Grand Total:	447,763.96

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	7,801.17
100-10602	Gas Tanks/Fire Station	330.70
100-110-41002	Emp Benefits/Dental	996.36
100-110-41003	Emp Benefits/Vision Care	148.88
100-110-41005	Emp Benefits/Employee A...	58.35
100-110-43103	Utilities/Electricity & Pow...	71.87
100-111-41002	Emp Benefits/Dental	1,036.06
100-111-41003	Emp Benefits/Vision Care	148.88
100-111-41005	Emp Benefits/Employee A...	46.68
100-111-42401	Dues & Pub/Memberships	275.00
100-111-43103	Utilities/Electricity & Pow...	94.57
100-112-41002	Emp Benefits/Dental	268.94
100-112-41003	Emp Benefits/Vision Care	37.22
100-112-41005	Emp Benefits/Employee A...	11.67
100-112-42101	Prof Svcs/Professional Ser...	1,837.50
100-112-42514	Admin Exp/Special Depart	144.90
100-112-43103	Utilities/Electricity & Pow...	104.03
100-113-41002	Emp Benefits/Dental	106.90
100-113-41003	Emp Benefits/Vision Care	37.22
100-113-41005	Emp Benefits/Employee A...	11.67
100-115-41002	Emp Benefits/Dental	767.12
100-115-41003	Emp Benefits/Vision Care	111.66
100-115-41005	Emp Benefits/Employee A...	35.01
100-115-42101	Prof Svcs/Professional Ser...	4,750.00
100-115-43103	Utilities/Electricity & Pow...	259.12
100-116-41002	Emp Benefits/Dental	106.90
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-41005	Emp Benefits/Employee A...	11.67
100-116-42101	Prof Svcs/Professional Ser...	32.00
100-116-43103	Utilities/Electricity & Pow...	75.66
100-117-41005	Emp Benefits/Employee A...	11.67
100-117-43103	Utilities/Electricity & Pow...	841.66

Account Summary

Account Number	Account Name	Payment Amount
100-117-43105	Utilities/Cable	29.84
100-20018	Accounts Payable/CalCard	31,207.21
100-221-41002	Emp Benefits/Dental	3,006.72
100-221-41003	Emp Benefits/Vision Care	669.96
100-221-41005	Emp Benefits/Employee A...	186.72
100-221-41008	Emp Benefits/Long Term ...	891.00
100-221-42101	Prof Svcs/Professional Ser...	1,101.00
100-221-42106	Prof Svcs/Software Maint...	4,725.00
100-221-42107	Prof Svcs/Equipment Mai...	3,455.90
100-221-42110	Prof Svcs/Fingerprinting	162.00
100-221-42301	Travel & Training/Conf-Re...	2,290.90
100-221-42401	Dues & Pub/Memberships	775.00
100-221-42511	Admin Exp/Equipment Re...	200.00
100-221-42514	Admin Exp/Special Depart	95.46
100-221-46201	Insurance/General Liability	169.70
100-221-47101	FF&E/Equipment	1,233.76
100-222-41002	Emp Benefits/Dental	711.98
100-222-41003	Emp Benefits/Vision Care	111.66
100-222-41005	Emp Benefits/Employee A...	35.01
100-222-42101	Prof Svcs/Professional Ser...	1,329.60
100-222-42108	Prof Svcs/Building-Structu...	109.64
100-222-42201	Office Expense	486.90
100-222-43103	Utilities/Electricity & Pow...	3,663.22
100-222-43105	Utilities/Cable	170.84
100-222-44306	Other Materials Supp/Ma...	211.32
100-222-44410	Safety Clothing	684.78
100-223-41002	Emp Benefits/Dental	2,293.64
100-223-41003	Emp Benefits/Vision Care	390.81
100-223-41005	Emp Benefits/Employee A...	140.04
100-223-41008	Emp Benefits/Long Term ...	430.00
100-223-43103	Utilities/Electricity & Pow...	732.64
100-231-41002	Emp Benefits/Dental	2,274.40
100-231-41003	Emp Benefits/Vision Care	483.86
100-231-41005	Emp Benefits/Employee A...	116.70
100-231-41008	Emp Benefits/Long Term ...	1,121.00
100-231-42107	Prof Svcs/Equipment Mai...	9,973.32
100-231-42301	Travel & Training/Conf-Re...	1,200.00
100-231-43103	Utilities/Electricity & Pow...	2,930.57
100-231-43105	Utilities/Cable	49.55
100-341-41002	Emp Benefits/Dental	213.80
100-341-41003	Emp Benefits/Vision Care	74.44
100-341-41005	Emp Benefits/Employee A...	11.67
100-343-41002	Emp Benefits/Dental	1,842.88
100-343-41003	Emp Benefits/Vision Care	260.54
100-343-41005	Emp Benefits/Employee A...	81.69
100-343-43102	Utilities/Water	161.58
100-343-43103	Utilities/Electricity & Pow...	1,651.16
100-343-44306	Other Materials Supp/Ma...	1,241.78
100-345-42101	Prof Svcs/Professional Ser...	10,000.00
100-345-42108	Prof Svcs/Building-Structu...	250.00
100-345-43102	Utilities/Water	11,671.62
100-345-43103	Utilities/Electricity & Pow...	730.99
100-345-44306	Other Materials Supp/Ma...	265.41
100-465-41002	Emp Benefits/Dental	229.24
100-465-41003	Emp Benefits/Vision Care	37.22
100-465-41005	Emp Benefits/Employee A...	11.67
105-221-41002	Emp Benefits/Dental	1,641.14
105-221-41003	Emp Benefits/Vision Care	223.32

Account Summary

Account Number	Account Name	Payment Amount
105-221-41005	Emp Benefits/Employee A...	81.69
105-221-41008	Emp Benefits/Long Term ...	237.60
105-231-41002	Emp Benefits/Dental	486.32
105-231-41003	Emp Benefits/Vision Care	37.22
105-231-41005	Emp Benefits/Employee A...	11.67
106-222-41002	Emp Benefits/Dental	268.94
106-222-41003	Emp Benefits/Vision Care	37.22
106-222-41005	Emp Benefits/Employee A...	11.67
106-231-41002	Emp Benefits/Dental	229.24
106-231-41003	Emp Benefits/Vision Care	37.22
106-231-41005	Emp Benefits/Employee A...	11.67
106-343-47201	Improvements/Building	14,212.00
160-342-47104	FF&E/Vehicles	166.90
200-342-42101	Prof Svcs/Professional Ser...	13,588.53
200-342-43103	Utilities/Electricity & Pow...	1,683.83
201-343-43103	Utilities/Electricity & Pow...	410.27
204-227-41005	Emp Benefits/Employee A...	11.67
207-344-44306	Other Materials Supp/Ma...	28.51
209-551-41002	Emp Benefits/Dental	268.94
209-551-41003	Emp Benefits/Vision Care	37.22
209-551-41005	Emp Benefits/Employee A...	11.67
209-551-42515	Admin Exp/Special Events	181.73
209-552-41002	Emp Benefits/Dental	213.80
209-552-41003	Emp Benefits/Vision Care	74.44
209-552-41005	Emp Benefits/Employee A...	23.34
209-552-42108	Prof Svcs/Building-Structu...	422.00
209-552-43103	Utilities/Electricity & Pow...	2,938.18
209-552-43802	Program Cost/Class Fees	963.25
209-552-43804	Program Cost/Food Progr...	3,173.51
209-552-43809	Program Cost/Newsletter	299.35
209-552-43810	Program Cost/Center Mai...	405.00
209-553-41005	Emp Benefits/Employee A...	11.67
209-553-42108	Prof Svcs/Building-Structu...	377.00
209-553-42514	Admin Exp/Special Depart	336.57
209-554-41002	Emp Benefits/Dental	268.94
209-554-41003	Emp Benefits/Vision Care	37.22
209-554-41005	Emp Benefits/Employee A...	11.67
209-554-42108	Prof Svcs/Building-Structu...	456.00
209-554-42514	Admin Exp/Special Depart	377.06
209-554-43103	Utilities/Electricity & Pow...	9.52
209-554-44301	Other Materials Supp/Fuel	97.12
209-555-36405	Recreation Chg/Summer P..	952.10
209-557-43103	Utilities/Electricity & Pow...	2,708.08
209-557-44306	Other Materials Supp/Ma...	156.75
209-559-43103	Utilities/Electricity & Pow...	574.14
212-461-41002	Emp Benefits/Dental	268.94
212-461-41003	Emp Benefits/Vision Care	37.22
212-461-41005	Emp Benefits/Employee A...	35.01
212-461-43103	Utilities/Electricity & Pow...	113.48
212-462-41003	Emp Benefits/Vision Care	74.44
212-462-41005	Emp Benefits/Employee A...	11.67
212-462-43103	Utilities/Electricity & Pow...	285.60
215-341-43101	Utilities/Telephone	391.35
215-341-43103	Utilities/Electricity & Pow...	30.30
217-117-42101	PROF SVCS/Professional S...	13,209.64
276-344-47205	Improvements/Streets	5,670.00
285-464-43103	Utilities/Flectricity & Pnw	94.57
310-347-42101	Prof Svcs/Professional Ser...	830.20

Account Summary

Account Number	Account Name	Payment Amount
310-347-42108	Prof Svcs/Building-Structu...	497.62
310-347-43103	Utilities/Electricity & Pow...	103.24
310-348-42101	Prof Svcs/Professional Ser...	492.67
310-348-43103	Utilities/Electricity & Pow...	10.33
325-342-47205	Improvements/Streets	119,172.51
377-342-47205	Improvements/Streets	975.60
500-641-41002	Emp Benefits/Dental	1,763.41
500-641-41003	Emp Benefits/Vision Care	334.98
500-641-41005	Emp Benefits/Employee A...	105.03
500-641-42101	Prof Svcs/Professional Ser...	672.00
500-641-42107	Prof Svcs/Equipment Mai...	2,079.50
500-641-43103	Utilities/Electricity & Pow...	67,744.19
500-641-44302	Other Materials Supp/Slu...	4,865.22
500-641-44303	Other Materials Supp/Ch...	10,603.93
500-641-44305	Other Materials Supp/Lab...	1,044.82
500-641-44306	Other Materials Supp/Ma...	245.60
500-641-44410	Safety Clothing	182.54
500-642-41002	Emp Benefits/Dental	482.74
500-642-41003	Emp Benefits/Vision Care	111.66
500-642-41005	Emp Benefits/Employee A...	35.01
500-642-42101	Prof Svcs/Professional Ser...	115.00
500-642-43102	Utilities/Water	487.12
500-642-43103	Utilities/Electricity & Pow...	113.72
500-642-44306	Other Materials Supp/Ma...	289.37
500-642-47201	Improvements/Building	28,230.50
505-119-41002	Emp Benefits/Dental	537.88
505-119-41003	Emp Benefits/Vision Care	74.44
505-119-41005	Emp Benefits/Employee A...	23.34
505-119-43103	Utilities/Electricity & Pow...	14.29
505-119-47105	FF&E/Equipment (not-cap...	2,731.52
525-118-42107	Prof Svcs/Equipment Mai...	3,928.87
525-118-43101	Utilities/Telephone	173.78
998-20105	Sal & Ben Payable/Dental ...	470.61
998-20106	Sal & Ben Payable/Vision ...	0.00
Grand Total:		447,763.96

Project Account Summary

Project Account Key	Payment Amount	
None	434,554.32	
21711742101ER2101	13,209.64	
Grand Total:		447,763.96

Approved By:



Date:

11/10/2021



CITY COUNCIL REPORT

8C

DATE: NOVEMBER 16, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, 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 sixty (60) days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every fourteen (14) days.

The City Council has confirmed the continued existence of the local emergency repeatedly since the emergency was first declared, including most recently on November 2, 2021. This staff report discusses the current status of the COVID-19 pandemic and the emergency declaration, and whether the local emergency declaration should continue.

DISCUSSION

Current Case & Vaccination Trends

There have now been over 100,172 cases of COVID-19 within the County and approximately 1028 deaths. The case rate within the County for vaccinated individuals is approximately 4 new case per day per 100,000 people. The case rate within the County for unvaccinated individuals is approximately 18 cases per day per 100,000.

In Pinole, the rate of new cases over the last 14 days is approximately 24 new cases per 100,000 people. This pattern is consistent with trends throughout Contra Costa County and California of case rates declining from extreme highs that occurred in late August.

Administration of the COVID-19 vaccine has been very successful in Contra Costa County, but progress has mostly stopped. The County estimates that over 82.6% of residents over the age of 5 have now received the first dose of the vaccine, and around 77.6% are fully vaccinated. Over approximately 1.86 million vaccinations have already been administered in the County. These numbers have only increased slightly over the last month.

Everyone over the age of 5 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 Pinole Municipal Code, the City may declare an emergency to respond to conditions of disaster or of extreme peril to the safety of persons and property within Pinole. There are three main reasons for a City to adopt an emergency declaration, each of which is addressed below. 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 exist that actively threaten the public health, safety or welfare in the

community. Both the State and County's emergency declarations remain in effect, and there have been no indication that either order will be terminated soon. Continuing to renew the emergency declaration helps communicate to the public that the COVID-19 emergency persists and that it remains necessary to continue to take safety precautions.

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

5013660.1

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, there have now been over 100,000 cases of COVID-19 and approximately 1028 deaths within the County; and

WHEREAS, the case rate within the County for vaccinated individuals is approximately 4 new case per day per 100,000 people and the case rate within the County for unvaccinated individuals is approximately 18 cases per day per 100,000; and

WHEREAS, case rates have been steady over the last two weeks; and

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

WHEREAS, the public health and safety concerns for persons and property within the

City as a consequence of the global spread of COVID-19 continue to exist; and

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of November, 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 16th day of November, 2021.

Heather Bell, CMC
City Clerk

5013658.1



CITY COUNCIL REPORT

8D

DATE: NOVEMBER 16, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

**SUBJECT: RESOLUTION CONTINUING AUTHORIZED REMOTE
TELECONFERENCE MEETINGS PURSUANT TO AB 361**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the continued use of remote teleconference meetings pursuant to AB 361, maintaining the Resolution Authorizing Remote Teleconference Meeting adopted on October 19, 2021.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for the anticipated broader spread of the novel coronavirus disease 2019 ("COVID-19"). On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. Both the State and local emergency declaration remain in effect.

All meetings of the City Council and the City's other legislative bodies, such as the Planning Commission, are open and public, as required by the Ralph M. Brown Act (Government Code section 54950 *et seq.*). Any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means in order to slow the spread of COVID-19. As a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and other City legislative bodies. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, repealed the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative bodies to continue to conduct meetings via teleconferencing without

complying with certain Brown Act provisions under specified conditions and includes a requirement that the City Council make specified findings. AB 361(2021) took effect October 1, 2021. Pursuant to AB 361 (2021), legislative bodies are allowed to continue to meet remotely during a declared state of emergency. In addition, remote meetings are only allowed when state or local health officials have imposed or recommended measures to promote social distancing, or when the legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

On October 19, 2021, the City Council adopted a Resolution Of The City Council Of The City Of Pinole Authorizing Remote Teleconference Meetings Pursuant To AB 361 upon a finding that: (i) the State of Emergency continues to directly impact the ability of the members to meet safely in person, and (ii) State or local officials continue to impose or recommend measures to promote social distancing. On November 2, 2021, the City Council requested a future agenda item to discuss the return to in-person meetings on November 16th, and staff indicated that this agenda item would be an opportunity to do so.

In order to continue to hold remote meetings the City Council must reconsider whether these conditions under AB 361 exist, every thirty (30) days. The City Council must find that either: (i) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (ii) State or local officials continue to impose or recommend measures to promote social distancing. Thus, the City Council will have a standing opportunity to discuss a return to in-person meetings every thirty (30) days.

DISCUSSION

Since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County. As a result, the State of Emergency as declared by the Governor and City Council continue in existence. The City Council has confirmed the continued existence of the local emergency.

Health officials continue to recommend measures to slow the spread of COVID-19. Specifically, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household. On August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing. Subsequent exceptions or exemptions to the health order have been made for persons participating in certain religious activities, performers and public speakers in venues where everyone eligible to receive a COVID-19 vaccine is fully vaccinated, and certain organized gatherings in indoor settings that are not open to the general public. These exceptions or exemptions do not apply here. Additionally, COVID-19 continues to

present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City's legislative bodies hold in person meetings.

On September 20, 2021, the Contra Costa County Health Officer issues recommendations for safely holding public meetings but strongly recommended the use of online meetings as it presents the lowest risk of transmission of COVID-19. The proposed resolution re-affirms the necessary findings in order for the City Council, and all of the City's other legislative bodies, to continue to hold remote teleconference meetings pursuant to AB 361. Staff is prepared to return to an in-person hybrid meeting format at the direction of the City Council.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution.

ATTACHMENTS

- A. Resolution Authorizing Continued Remote Teleconference Meetings Pursuant to AB 361

5012675.1

CITY OF PINOLE

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

WHEREAS, all City of Pinole (“City”) meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for an anticipated broader spread of the novel coronavirus disease 2019 (“COVID-19”); and

WHEREAS, on March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32, and the City Council has continued to confirm the continued existence of the local emergency; and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and meetings of all City legislative bodies, such as the Planning Commission; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, repealed the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. ; and

WHEREAS, on September 20, 2021, Governor Newsom issued Executive Order N-15-21, delaying the full application of AB 361 (2021) until 11:59 p.m. October 1, 2021;

WHEREAS, in order for legislative bodies to continue to conduct meetings via teleconferencing pursuant to AB 361 (2021), a proclaimed State of Emergency must exist; and

WHEREAS, AB 361 (2021) further requires that State or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body

determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City of Pinole, specifically, Governor Newsom has declared a State of Emergency due to COVID-19 and the City Council has confirmed the continued existence of the local emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

WHEREAS, on August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued Health Order No. COVID19-51, for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least six (6) feet from others outside of the household; and

WHEREAS, because of the rise in cases due to the Delta variant of COVID-19, the City Council is concerned about the health and safety of all individuals who intend to attend City Council meetings and meetings of the City’s other legislative bodies; and

WHEREAS, the City Council desires to provide a way for the Council, staff, and members of the public to participate in meetings remotely, without having to attend meetings in person; and

WHEREAS, the City Council hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City’s legislative bodies hold in person meetings; and

WHEREAS, the City shall ensure that it’s meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings; and

WHEREAS, on October 19, 2021, the City Council adopted Resolution Of The City Council Of The City Of Pinole Authorizing Remote Teleconference Meetings Pursuant To AB 361; and

WHEREAS, AB 361 (2021) allows City Council to continue to conduct meetings via teleconference upon a finding every thirty (30) days thereafter that a State of Emergency continues to exist which either continues to directly impact the ability of members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City Council has reconsidered the need to conduct meetings remotely within thirty (30) days of the Resolution and finds the need continues to exist.

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

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:
 - a) The City Council has reconsidered the circumstances of the State of Emergency; and
 - b) The State of Emergency, as declared by the Governor and the City, continues to exist, directly impacting the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
 - c) The CDC continues to recommend physical distancing of at least six (6) feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Delta variant, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. The City Council and all of the City's other legislative bodies may continue to meet remotely in compliance with AB 361 (2021), in order to better ensure the health and safety of the public.
4. The City Council will revisit the need to conduct meetings remotely within thirty (30) days of the adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of November, 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 16th day of November, 2021.

Heather Iopu, CMC
City Clerk

5012673.1



CITY COUNCIL REPORT

8E

DATE: NOVEMBER 16, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: VISTA WOODS APARTMENTS – AFFORDABLE HOUSING AGREEMENT

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving an Affordable Housing Agreement for the Vista Woods Apartment Complex to be developed at 600 Roble Avenue.

BACKGROUND

Pinole Ventures, LP, the owner of the properties at 600 Roble Avenue, 1109 San Pablo Avenue and 1230 San Pablo Avenue submitted a development application on March 30, 2021, to construct 179 affordable units for seniors on the three parcels totaling approximately 2.01 acres (87,555 square feet). The project area is bordered by San Pablo Avenue, Roble Avenue, Encina Avenue, and Madrone Way. The project utilized by right State density bonus law provisions to receive an 80% density bonus.

The Planning Commission Sub-Committee met on May 12, 2021, to review and discuss the project. The main issues discussed included parking, articulation of the east elevation, the density of the project and the overall utilization of the site. The Planning Commission Sub-Committee provided direction to the applicant regarding altering the Encina Drive elevation and adding additional landscaping. The Sub-Committee also requested that the applicant determine if it was feasible to add additional vehicular parking spaces. However, given site constraints, additional parking was not found feasible.

The Planning Commission conducted a duly-noticed hearing on the project at its regular meeting of September 27, 2021, and adopted Planning Commission Resolution 21-11, approving a Design Review Permit and Notice of Exemption for the Vista Woods Apartments Complex. The project was entitled to an 80% density bonus under State law, which was approved with the project entitlements. Condition of Approval No. 11 requires the applicant to “execute the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and record the document in the Official Records of Contra Costa County.”

On August 24, 2021, the applicant subsequently applied for a Building Permit to construct the Vista Woods Apartments Complex.

REVIEW & ANALYSIS

The Vista Woods Apartment Complex project will provide all 179 housing units as affordable units. Pinole Municipal Code (PMC) Chapter 17.32 regulates affordable housing requirements and Chapter 17.38 regulates density bonus requests. PMC Section 17.32.050 (D) requires that an Affordable Housing Agreement shall be made a condition of the discretionary planning entitlements for all qualifying projects granted a density bonus, fee subsidy, fee deferral, or design modifications. The City's regulations require that the Affordable Housing Agreement include an affordable housing plan and be reviewed and approved by the City Council. Additionally, affordable housing units produced pursuant to the requirements of PMC Section 17.32.050 must be legally restricted to occupancy by households of the income levels for which the units were designated pursuant to, and in conformance with, the requirements of the Zoning Ordinance, any other applicable city regulation, and State law.

PMC Section 17.32.020 (A) requires that for all rental or ownership residential developments of four or more dwelling units located in the city, at least 15% of the units must be constructed and offered for sale or rent as an affordable housing unit. Furthermore, 40% of the affordable units must be affordable for very low-income households. These requirements apply to the "base" units for a project before any units are applied through the addition of a density bonus.

State Density Bonus Law (Section 65915 of the California Government Code) was recently amended with an effective date of January 1, 2021. The Vista Woods Project qualifies for incentives and exemptions due to following:

1. The project is 100% deed restricted affordable to low-income households
2. The project is 100% deed restricted dwelling units to senior housing aged 62 and above.
3. The site is within ½ mile of a bus stop with service greater than 8 times a day.

Due to the above conditions, California Government Code Section 65915 entitles the Vista Woods Complex project to the following by-right requests that are automatically granted:

- Zero Parking Required
- 80% Maximum Density Bonus
- Four (4) incentive/concessions
- Waivers of development standards

The Vista Woods project proposes a 100% senior citizen housing development on a site which encompasses 2.01 acres. The General Plan Land Use designation for the project site is Mixed-Use Sub-Area (MUSA) and the Specific Plan and Zoning Designation for the project site is Very High Density Residential (R-4), where the minimum density is 35.1 units per acre and the maximum density is 50 units per acre. Staff's assessment of the project's requirement for affordable housing and the density bonus request is provided in Table 1 below. Table 1 shows that the proposed project is consistent with the City's regulations and State Law provisions.

TABLE 1: VISTA WOODS COMPLEX UNIT CALCULATIONS

Category	Zoning Ordinance or State Law Requirements	Project Specifications ¹
Base Density	71-101 Base Units (Minimum 35.1 units/acre - Maximum 50 units/acre)	101 base units
General Requirements for Affordable Housing	15% of total base units must be affordable	16 affordable units <i>101 units x 15% = 15.15, round up)</i>
	40% of affordable units must be affordable to very low-income households	7 of the 16 affordable units must be affordable to very low-income households <i>(16 units x 40% = 6.4 units, round up)</i>
Density Bonus	81 additional units allowed <i>(101 base units x 80% density bonus = 80.8, round up)</i>	79 Additional Units provided
Total Units	182 units allowed <i>(81 additional units + 101 base units = 181.8 units, round up)</i>	179 units <i>(78 additional units + 101 base units = 179 units, round up)</i>

The Project will consist of of sixteen (16) studio apartments, one-hundred and twenty-seven (127) one-bedroom apartments, and thirty-four (34) two-bedroom apartments. Seven (7) of the units will be restricted for occupancy by Very Low-Income Households, one hundred and thirty five (135) of the units will be restricted for occupancy by Low Income Households, and thirty five (35) of the units will be restricted for occupancy by Moderate-Income Households. Very-Low-income households have a household income of no more than 50% of the area median income (AMI) for Contra Costa County. Low Income households have a household income of no more than 80% of AMI. Moderate Income households have a household income of no more than 120% of AMI. There will also be two managers units. Rent in the income restricted units will be based

on the tenant's household income and formulas established by State law. The rent restriction applicable to the project will last for 55 years.

FISCAL IMPACT

There will be no direct fiscal impact to the city by approving this agreement. The City may incur occasional staff costs to monitor the Developer's compliance with the Agreement.

ATTACHMENT(S)

- A. Draft City Council Resolution with Exhibit A

ATTACHMENT A

RESOLUTION NO. 2021-XX WITH EXHIBIT A: AFFORDABLE HOUSING AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING AN AFFORDABLE HOUSING AGREEMENT FOR PINOLE VENTURE, LP FOR THE VISTA WOODS APARTMENT COMPLEX LOCATED AT 600 ROBLE AVENUE, 1106 SAN PABLO AVENUE & 1230 SAN PABLO AVE (APNs 402-023-007, 402-023-003 & 402-023-002)

WHEREAS, on March 30, 2021, Pinole Venture, LP (Applicant) filed an application with the City of Pinole for a Comprehensive Design Review for the purpose of constructing 179 affordable housing units for seniors at a project site located on the north side of San Pablo Avenue on properties identified as APNs 402-023-007 (600 Roble Avenue), 402-023-003 (1106 San Pablo Avenue), & 402-023-002 (1230 San Pablo Avenue); and

WHEREAS, the site has a General Plan Land Use of Mixed-Use Sub-Area (MUSA) and has a Specific Plan Land Use Designation and Zoning Designation of Very High Density Residential (R-4); and

WHEREAS, the Pinole Municipal Code section 17.12.150 (B) (1) states: "New single and multi-family residential development requires Comprehensive Design Review approval; and

WHEREAS, the Planning Commission of the City of Pinole adopted Planning Commission Resolution 21-11 approving a Comprehensive Design Review Permit, Notice of Exemption, and a Density Bonus at its regular meeting of September 27, 2021, with Conditions of Approval; and

WHEREAS, the project is receiving a density bonus pursuant to Government Code section 65915 because 100% of the units in the project will be deed restricted as affordable housing; and

WHEREAS, Pinole Municipal Code section 17.32.020 (A) requires at least 15% of the units must be constructed and offered for rent as an affordable housing unit, and 40% of such affordable units must be affordable for very low-income households; and

WHEREAS, the project will consist of 7 very low-income units, 135 low income units, and 35 moderate income units; and

WHEREAS, Pinole Municipal Code Section 17.32.050 (D) requires the City Council to review and approve an Affordable Housing Agreement along with an affordable housing plan as a condition of approval of all discretionary planning entitlements which are granted a density bonus; and

WHEREAS, Condition of Approval No. 11 in Planning Commission Resolution 21-11

requires an Affordable Housing Agreement to be approved by the City Council prior to issuance of a building permit and

WHEREAS, the City Council has held a hearing considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Pinole approve an Affordable Housing Agreement attached as Exhibit A to this Resolution and determines that this project has complied with Condition of Approval No. 11 in Planning Commission Resolution 21-11.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **16th** day of **November 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 **16th day of November 2021**

Heather Bell, CMC
City Clerk

Recording requested by and when
recorded mail to:

City of Pinole
2131 Pear Street
Pinole, CA 94564
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN: 402-166-030

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF PINOLE

AND

PINOLE VENTURE LP

Dated November __, 2021

EXHIBITS

- A: Property Description
- B: Unit Mix, Rent and Occupancy Restrictions
- C: Insurance Requirements

DRAFT

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is entered into effective as of _____, 2021 (the “**Effective Date**”) by and between the City of Pinole, a California municipal corporation (the “**City**”) and Pinole Venture LP, a California limited partnership (“**Developer**”). City and Developer are hereinafter collectively referred to as the “**Parties**.”

RECITALS

A. Developer is the owner of certain property (the “**Property**”) located at 600 Roble Avenue, 1106 San Pablo Avenue, & 1230 San Pablo Avenue. in the City of Pinole, California, known as County Assessor’s Parcel Numbers 402-023-007, 402-230-003, and 402-023-002, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Developer intends to construct, own and operate on the Property a 179-unit affordable housing development for very low, low and moderate income households (the “**Project**”). The City’s Planning Commission approved Comprehensive Design Review for the Project on September 27, 2021. The City is not providing any financial assistance for the Project, and the Project is not being developed, constructed, or acquired, as those terms are defined in California Health and Safety Code Section 37001.5, by the City.

C. The Project is subject to Section 17.32.020 of the City’s Zoning Ordinance the (“**Ordinance**”). The Project is also subject to California Government Code Section 65915, and received an 80% density bonus pursuant to Section 65915(b)(1)(g) (“**Super Density Bonus**”).

D. The Ordinance requires that 15% of the Project units (excluding any units approved as a density bonus) be affordable to low-income households, with 40% of such units being affordable to very low income households. Consequently, the Project will include: nine (9) units available for occupancy by low income households as defined in California Health and Safety Code Section 50079.5 (“**Low Income Households**”) at rents affordable to such households as defined in California Health and Safety Code Section 50053(b)(3) and; seven (7) units available for occupancy by very low income households as defined in California Health and Safety Code Section 50105 (“**Very Low Income Households**”) at rents affordable to such households as defined in California Health and Safety Code Section 50053(b)(2).

E. The Super Density Bonus, allowed for the 101 base units in the Project to be increased to 179 units, because Government Code Section 65915(g) allows for an 80% density bonus if all units (excluding the managers units) are for Low Income Households, except that twenty percent (20%) of the units may be for moderate income households as defined in Health and Safety Code 50052.5 (the “**Moderate Income Household**”). With respect to rents, the Super Density Bonus requires that the rent for twenty percent (20%) of units be affordable, as defined in Health and Safety Code 50053. The remaining units shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

F. The Parties are entering into this Agreement to memorialize the requirements of the Ordinance and the Super Density Bonus as applied to the Project and have agreed to enter into and record this Agreement in order to satisfy the conditions described in the foregoing Recitals. The purpose of this Agreement is to regulate and restrict the occupancy and rents of the Project’s

Restricted Units for the benefit of the Project occupants. The covenants in this Agreement are intended to run with the land and be binding on Developer and Developer's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.
 - 1.1 **"Area Median Income"** or **"AMI"** means the area median income for Contra Costa County, California, adjusted for household size, determined periodically by the California Department of Housing and Community Development (**"HCD"**) as published in Section 6932 of Title 25 of the California Code of Regulations (**"Regulations"**) or successor provision published pursuant to California Health and Safety Code Section 50093(c). If HCD ceases to make such determination, Area Median Income shall be the median income applicable to Contra Costa County, with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Pinole that HUD may hereafter adopt in connection with such Act.
 - 1.2 **"Eligible Household"** means a Very Low Income Household, a Low Income Household or a Moderate Income Household.
 - 1.3 **Low Income Household** is defined in Recital D.
 - 1.4 **"Moderate Income Household"** is defined in Recital E.
 - 1.5 **"Qualifying Rents"** means the affordable rents for the Restricted Units as set forth in Exhibit B.
 - 1.6 **"Rent"** shall mean the total of monthly payments by the tenants of a Restricted Unit for the following: use and occupancy of the Restricted Unit and land and associated facilities (provided that parking will not be included in the Rent, which may be separately assessed if an Eligible Household elects to pay for a parking space); any separately charged fees or service charges assessed by Developer that are required of all tenants, other than security deposits; an allowance for utilities paid by the tenant calculated as set forth below and including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable, internet, or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the tenant on a non-optional basis. Utility allowances shall equal the utility allowance published by the Housing Authority of Contra Costa County, or if no such allowance is published, by a similar public agency approved by the City.

- 1.7** “**Rent-Restricted**” means a dwelling unit for which the gross Rent charged for such unit does not exceed the Qualifying Rent.
- 1.8** “**Restricted Unit**” means a dwelling unit which is reserved for occupancy at a Qualifying Rent by an Eligible Household in accordance with this Agreement.
- 1.9** “**Very Low-Income Household**” is defined in Recital D.
- 2.** Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the construction and operation of a 179-unit affordable rental housing development, including two managers units, in compliance with this Agreement. Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City. Notwithstanding the foregoing or anything to the contrary contained herein, this Agreement is not intended to prevent, and developer will comply with any Project financing terms that require greater affordability restrictions than those imposed hereby.
- 2.1** Affordability Requirements.
- 2.1.1** For a term of fifty-five (55) years commencing upon the date of issuance of a final certificate of occupancy for the Project, no fewer than 179 dwelling units in the Project shall be both Rent-Restricted and occupied (or if vacant, available for occupancy) by Eligible Households. The size and mix of the Restricted Units are set forth in Exhibit B.
- 2.1.2** In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number required as specified in this Section and in Exhibit B, Developer shall rectify the condition by renting the next available dwelling unit(s) of equivalent size in the Project to Eligible Household(s) to meet the requirements of Section 2.1.1 and Exhibit B.
- 2.2** Rents for Restricted Units.
- 2.2.1** Rents for Restricted Units shall be limited to Qualifying Rents. The initial Rent schedule for all Restricted Units and used by the Developer must be provided to the City no later than thirty (30) days after the initial occupancy of the Restricted Units. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's adjusted income increases to exceed the Qualifying Rent for such Restricted Unit.
- 2.2.2** If upon recertification of a tenant's income, the Developer determines that tenant's adjusted income has increased higher than Very Low Income

Household, Low Income Household or Moderate Income Household, as applicable, Developer may raise the Qualifying Rent accordingly after providing tenant with sixty (60) days advance written notice of such increase; and if the Developer has raised such rent then the Developer shall rent the next available unit of equivalent size to a Very Low Income Household, Low Income Household or Moderate Income Household, to meet the requirements of Exhibit B.

2.3 Unit Sizes, Preferences.

2.3.1 The Restricted Units shall consist of sixteen (16) studio apartments, one-hundred and twenty seven (127) one bedroom apartments, and thirty-four (34) two-bedroom apartments, as set forth in Exhibit B.

2.4 Manager's Unit. Two (2) dwelling units in the Project may be used as a resident manager's unit, and shall be exempt from the occupancy and rent restrictions set forth in Sections 2.1 and 2.2 of this Agreement. One manager's unit shall be a two (2) bedroom unit and one manager's unit shall be a one-bedroom unit.

2.5 No Condominium Conversion. Developer shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project during the term of this Agreement.

2.6 Non-Discrimination; Compliance with Fair Housing Laws.

2.6.1 Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and rental of the units in the Project. Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.6.2 Non-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 and the Project, 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. Nothing in this Section will prohibit lawful senior housing.

2.7 Reporting Requirements.

2.7.1 Tenant Certification. Developer or Developer's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

- (a) The identity and age of each member of the household; and
- (b) Total household income.

2.7.2 Developer shall retain such certificates for not less than three (3) years, and upon City's request, shall make the originals available for inspection by City and shall provide copies of such certificates to City.

2.8 Annual Report; Inspections. Developer shall submit an annual report ("Annual Report") to the City in form satisfactory to City, together with a certification that the Project is in compliance with the requirements of this Agreement.

2.8.1 Developer shall submit to the City such Annual Report:

- (a) Not later than the ninetieth (90) day after the close of each fiscal year of the City; or such other date as maybe requested by City; and
- (b) Within fifteen (15) days after receipt of a written request, any other information or completed forms requested by City in order to comply with reporting requirements of the State of California.

2.8.2 The Annual Report shall, at a minimum, include the following information for each dwelling unit in the Project:

- (a) Unit number;
- (b) Current rent and other charges;
- (c) Dates of any vacancies during the previous year;
- (d) Number of people residing in the unit;
- (e) Total household income of residents;
- (f) Documentation of source of household income; and
- (g) The information required by Section 2.7.1.

2.8.3 Upon City's request, Developer shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to show compliance with this Agreement. The

Annual Report shall conform to the format requested by City; provided however, during such time that the Project is subject to a regulatory agreement restricting occupancy and/or rents pursuant to requirements imposed in connection with the use of federal low-income housing tax credits or tax-exempt financing, Developer may satisfy the requirements of this Section by providing City with a copy of compliance reports required in connection with such financing.

- 2.9** On-site Inspection. Developer shall permit representatives of City to enter and inspect the Property and the Project during reasonable business hours in order to monitor compliance with this Agreement upon 24-hours advance notice of such visit to Developer or to Developer's management agent.
- 2.10** Additional Information. Developer shall provide any additional information reasonably requested by City. The City shall have the right to examine and make copies of all books, records, or other documents of the Developer which pertain to the Project.
- 2.11** Records. The Developer shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of tenants. All tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the City in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years, and for any period during which there is an audit undertaken by the City pursuant to the Grant Agreement.
- 2.12** Rent Increases Upon Foreclosure. If a lender forecloses on the Project or accepts a deed in lieu of foreclosure, the lender and/or its transferees shall have the right to increase rents and income targeting applicable to the Moderate Income Units to the extent permitted by, and subject to the requirements of, Section 10337(a)(3) of the regulations promulgated by the California Tax Credit Allocation Committee for affordable housing projects receiving an allocation of tax credits. The provisions of this Section are subject to Section 6 below.

3. Term of Agreement.

- 3.1** Term of Restrictions. This Agreement shall remain in effect through the 55th anniversary of the issuance of the final certificate of occupancy for the Project.
- 3.2** Effectiveness Succeeds Conveyance of Property and Repayment of Loans. This Agreement shall remain effective and fully binding for the full term hereof regardless of:

- 3.2.1** Any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein,

- 3.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge the terms of this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

4. Binding Upon Successors; Covenants to Run with the Land.

- 4.1 Developer hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Property or the Project (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Developer hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.
- 4.2 Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.
- 4.3 The provisions of this Section 4 are subject to Article 6.

5. Property Management; Repair and Maintenance; Marketing.

- 5.1 Management Responsibilities. Developer shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property or the Project.
- 5.2 Repair, Maintenance and Security. Throughout the term of this Agreement, Developer shall at its own expense, maintain the Property and the Project in good

physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations.

- 5.3 Marketing and Management Plan.** Not later than 180 calendar days following the issuance of the first building permit for the Project, Developer shall submit for City review and approval, a plan for marketing and managing the Property (“Marketing and Management Plan”). The Marketing and Management Plan shall address in detail how Developer plans to market the Restricted Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Developer’s tenant selection criteria, and how Developer plans to certify the eligibility of Eligible Households. The Plan shall also describe the management team and shall address how the Developer and the management entity plan to manage and maintain the Property and the Project. The Plan shall include the proposed management agreement and the form of rental agreement that Developer proposes to enter into with Project tenants. Developer shall abide by the terms of the Marketing and Management Plan in marketing, managing, and maintaining the Property and the Project, and throughout the term of this Agreement, shall submit proposed material modifications to City for its review and approval.
- 5.4 Approval of Amendments.** If City has not responded to any submission of the Management and Marketing Plan, the proposed management entity, or a proposed amendment or change to any of the foregoing within 30 days following City’s receipt of such plan, proposal or amendment, the plan, proposal or amendment shall be deemed approved by City.
- 5.5 Fees, Taxes, and Other Levies.** Developer shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies, including without limitation possessory interest taxes, if applicable, imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency, subject to Developer’s right to contest such charges in good faith and by appropriate proceedings.
- 6. Recordation; Subordination.** This Agreement shall be recorded in the Official Records of Contra Costa County. Developer hereby represents, warrants and covenants that with the exception of easements of record, if any, and the CalHFA Regulatory Agreement (as defined in Section 6.2 hereof) absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Property in position superior to this Agreement, upon the request of City, Developer hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request. Notwithstanding anything to the contrary in this Agreement, the City will subordinate this Agreement to the construction and permanent finance from the California Housing Finance Agency, (“CalHFA”), together with documents related thereto.

6.1 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred. The provisions of this Section are subject to Section 6 above.

6.2 CalHFA Regulatory Agreement. The parties hereto acknowledge that the Developer, U.S. Bank National Association, as trustee, and CalHFA are entering into that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "CalHFA Regulatory Agreement") with respect to the Property and the issuance of tax-exempt financing and further agree that as long as the CalHFA Regulatory Agreement is in effect, to the extent of any conflicting provisions between the CalHFA Regulatory Agreement and this Agreement, the CalHFA Regulatory Agreement shall control. That notwithstanding, the fact that this Agreement and the CalHFA Regulatory Agreement provide for greater, lesser or different obligations or requirements shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

7. Default and Remedies.

7.1 Events of Default.

7.1.1 Developer's default in the performance of any term, provision or covenant under this Agreement and the continuation of such default for thirty (30) days following the date upon which City shall have given written notice of the default to Developer, or if the nature of any such default is such that it cannot be cured within 30 days, Developer's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default with due diligence and in good faith, shall constitute an event of default hereunder ("Event of Default").

7.2 Remedies.

7.2.1 If within the applicable cure period, Developer fails to cure a default or fails to commence to cure and diligently pursue completion of a cure, as applicable, or if a cure is not possible, City may proceed with any of the following remedies:

- (a)** Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining,

abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

- (b) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;
- (c) Pursue any other remedy allowed at law or in equity.

7.2.2 Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

7.2.3 Any cure tendered by a partner of the Developer will be accepted as if made by the Developer.

8. Indemnification.

8.1 Notwithstanding the insurance coverage required hereunder, Developer shall defend, indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the “**Indemnified Parties**”) harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as a result of:

8.1.1 Developer's failure to perform any obligation as and when required by this Agreement;

8.1.2 Any failure of Developer's representations or warranties to be true and complete in all material respects when made; or

8.1.3 Any act or omission by Developer, or any of Developer's contractors, subcontractors, agents, employees, licensees or suppliers with respect to the Project or the Property, except to the extent that such losses are caused by the gross negligence or willful misconduct of such Indemnified Party.

8.2 Developer shall pay immediately upon an Indemnified Party's demand any amounts owing under the indemnity provided under this Section. The duty of Developer to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising in connection with the Project or the Property with counsel reasonably approved by City. Developer's duty to indemnify the Indemnified Parties shall survive the expiration or earlier termination of this Agreement.

9. Miscellaneous.

9.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

9.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

9.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section.

9.3.1 All such notices shall be sent by:

- (a) Personal delivery, in which case notice is effective upon delivery;
- (b) Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;
- (c) Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (d) Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that
 - (i) A duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or
 - (ii) A transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

9.3.2 All such notices shall be sent to:

City: City of Pinole
2321 Pear St.
Pinole, CA 94563
Attention: City Manager

Developer: Pinole Venture LP, a California limited partnership
2711 N. Sepulveda BLVD #526
Manhattan Beach, CA 90266
Attention: Ben Kurzius

With a copy to: MCI Vista Woods, L.P.
c/o Merchants Capital Investments, LLC
410 Monon Boulevard
5th Floor
Carmel, Indiana 46032
Attn: Julie Sharp

- 9.4** Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.
- 9.5** Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.
- 9.6** Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the governing board of the City.
- 9.7** Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.
- 9.8** Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.
- 9.9** Time is of the Essence. Time is of the essence in the performance of this Agreement.
- 9.10** Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
- 9.11** Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.
- 9.12** Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

- 9.13** Entire Agreement; Exhibits. This Agreement, together with the City Documents contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference.
- 9.14** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY OF PINOLE,
a California Municipal Corporation

By: _____
Andrew Murray, City Manager

Name: _____
City Manager

ATTEST:

By: _____
Heather Iopu, City Clerk

APPROVED AS TO FORM:

By: _____
Eric Casher, City Attorney

Pinole Venture LP, a California limited partnership

By: _____
[NAME]

Its: [TITLE]

SIGNATURES MUST BE NOTARIZED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COUNTY OF _____)
)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

Exhibit A
LEGAL DESCRIPTION

DRAFT

Exhibit B

UNIT MIX, RENT AND OCCUPANCY RESTRICTIONS

7 units in the Project will be occupied by (or if vacant available for occupancy by) for Very Low Income Households (the “Very Low Income Units”)

135 units in the Project will be occupied by (or if vacant available for occupancy by) for Low Income Households (the “Low Income Units”)

35 units in the Project will be occupied by (or if vacant available for occupancy by) for Moderate Income Households (the “Moderate Income Units”) or below

Very Low Income Units, Low Income Units, and Moderate Income Units will be disbursed across the various unit size types in approximately the same proportions as the overall unit size type allocation.

Qualifying Rents:

Rents for the Very Low Income Units will be $1/12^{\text{th}}$ of 30% times 50% of area median income adjusted for family size appropriate for the unit.

Rents for 9 Low Income Units will be $1/12^{\text{th}}$ of 30% times 60% of area median income adjusted for family size appropriate for the unit.

Rents for 10 of the remaining Low Income Units and Moderate Income Units will be set at an affordable rent as defined in Section 50053 of the Health and Safety Code. Rent for the remaining units shall be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

DRAFT



CITY COUNCIL REPORT

8F

DATE: NOVEMBER 16, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: NEIL H. GANG, POLICE CHIEF

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA COMMUNICATIONS THROUGH THEIR APPOINTED VENDOR, RED CLOUD WIRELESS VOICE AND DATA, TO PURCHASE EQUIPMENT AND SOFTWARE NEEDED TO ENCRYPT 70 POLICE DEPARTMENT RADIOS AND WITH CONTRA COSTA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY TO PERFORM THE ENCRYPTION PROCESS AT A TOTAL COST OF \$61,281.00.

RECOMMENDATION

It is recommended the City Council approve and authorize the City Manager to enter into an agreement with Motorola Communications through Red Cloud Wireless Voice and Data to purchase equipment and software to encrypt the police department radios with Contra Costa County Department of Information Technology (CCCDoIT) performing the encryption process. Staff recommends appropriating \$61,281 from the General Fund unassigned fund balance to cover the cost.

BACKGROUND

In October of 2020, the California Department of Justice issued a mandate that all California Law Enforcement Agencies take steps to ensure the confidentiality of Personal Identifying Information (PII) and Criminal Justice Information (CJI) being broadcast across radio channels in accordance with FBI regulations and in compliance with California Law Enforcement Telecommunication Systems (CLETS) requirements. A plan to comply was required to be sent to the DOJ by December 31, 2021, in order to continue accessing CLETS.

The two available options are to digitally encrypt all of the police radios to protect the PII and CJI from being heard by unauthorized people, or transmit all PII and CJI information via cell phone or computer terminal.

On September 9th, 2021, Pinole PD, through Motorola's designated vendor Red Cloud Wireless Voice and Data, received a quote for the purchase of the necessary hardware and software to upgrade all 70 police radios at a cost of \$103,880. As an

incentive to enter into an agreement by November 30th, 2021, Motorola reduced the cost to \$52,010.00 plus tax (\$5070.98). Contra Costa County Communications, who performs all the maintenance on Pinole PD radios agreed to perform the upgrade for a total of \$4,200.00 (\$60 per radio).

REVIEW AND ANALYSIS

Every law enforcement agency in Contra Costa County and Alameda County belongs to a Joint Powers Authority (JPA) known as EBRCSA (East Bay Regional Communications System Authority). When the encryption mandate came out the EBRCSA advised agencies they were working with DOJ to mitigate the impact of this decision and extend the timeline to 30 months due to the massive undertaking just within our two counties (14,000 radios).

Additionally, as with any State mandated change, unless funding is specifically excused, the State is required to pay for the mandate. EBRCSA advised the funding was not determined, and it was still possible the State would include the funding in the FY21/22 State budget; however, Staff now knows it was not. The recommendation from EBRCSA is that every law enforcement agency begin encrypting their respective radios in order to meet the *unfunded* State mandate. EBRCSA estimates it will take 27 months to get to every radio covered by the JPA and has notified the State of their timeline.

In order to comply with the mandate Staff has to send a written compliance plan to the Department of Justice no later than December 31, 2021 including either an agreement with Motorola for encryption or detailing a written process for transmitting PII and CJI via some method other than over unencrypted airwaves.

The alternative to encrypting the police radios is to transmit all PII and CJI with Dispatch and other mobile units via cellular phones. Aside from the fact this is inherently dangerous for the officers in the field, dividing their attention between suspects and cellphones, our dispatch center does not have the staffing needed to maintain radio communications and phone communication simultaneously with three different police agencies.

Motorola Communications is the sole source capable of encrypting the Motorola police radios used by every agency in the EBRCSA JPA due to the proprietary nature of the equipment. In speaking with Motorola Communications, Staff learned that the price reduction deadline of November 30th, 2021 is fixed in place, however, the City does not need to have the encryption work completed by then in order to qualify for the discounted price plan. Motorola only requires the City to enter into an agreement with their vendor to have the work completed by a specific pre-agreed upon future date. As an example, the City of Walnut Creek recently entered into an agreement with Motorola with a date in March of 2022 to have the work completed.

FISCAL IMPACT

The total cost for the encryption equipment, software, and labor is \$61,281.00 and will result in an expenditure from the FY 2021/22 General Fund unassigned fund balance.

ATTACHMENTS

- A. Resolution
- B. Quote from Red Cloud Wireless Voice and Data
- C. Quote from CCCDoIT

RESOLUTION NO. 2021-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS
THROUGH THEIR APPOINTED VENDOR, RED CLOUD WIRELESS VOICE AND DATA, TO
PURCHASE EQUIPMENT AND SOFTWARE NEEDED TO ENCRYPT 70 POLICE
DEPARTMENT RADIOS AND WITH CONTRA COSTA COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY TO PERFORM THE ENCRYPTION PROCESS AT A TOTAL
COST OF \$61,281.00**

WHEREAS, the Pinole Police Department uses two-way radios on the East Bay Regional Communications System Authority for Police operations including Dispatch services; and

WHEREAS, California Department of Justice issued a mandate that all California Law Enforcement Agencies take steps to ensure the confidentiality of Personal Identifying Information (PII) and Criminal Justice Information (CJI) being broadcast across radio channels in accordance with FBI regulations and in compliance with California Law Enforcement Telecommunication Systems (CLETS) requirements; and

WHEREAS, in order to comply with the mandate, staff is proposing a General Fund unassigned fund balance expenditure of \$61,281 for the purchase of equipment and software to encrypt 70 Police Department radios;

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

Section 1: Authorizes the City Manager to contract with Motorola Solutions through Red Cloud Wireless Voice and Data for encryption equipment and software with labor performed by Contra Costa County Department of Information Technology; and

Section 2: Authorizes an amendment to the FY 2021/22 General Fund of an expenditure to unassigned fund balance in the amount of \$61,281.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of November 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 16th day of November, 2021.

Heather Bell, CMC
City Clerk

ATTACHMENT B



Motorola, Inc., in Care of Red Cloud, Inc
2850 Camino Diablo
Walnut Creek, Ca. 94597

Pinole PD
Attn: Matt Avery



MOTOROLA SOLUTIONS CONFIDENTIAL INFORMATION

APX Portable and Mobile Encryption Upgrades

<u>Qty.</u>	<u>Model</u>	<u>Description</u>	<u>List</u>	<u>PROMO</u>	<u>Extended</u>
70	CA00182AR	AES ENCRYPTION	\$633.00	\$317.00	\$22,190.00
70	Q498AX	ASTRO 25 OTAR WITH MULTIKEY	\$851.00	\$426.00	\$29,820.00
LIST PRICE					\$103,880.00
PROMOTIONAL PRICE					\$52,010.00
Sub-total					\$52,010.00
Sales Tax -9.75%					\$5,070.98
Total					\$57,080.98

TERMS: EBRCSA MOTOROLA AES PROMOTION

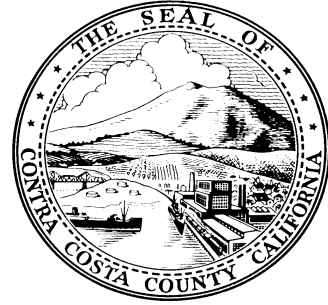
TERMS: Net 30 D Net 30 days from shipment
VALIDITY: Quote valid through 11/30/21 Unless Extension is approved by Motorola Solutions
PHONE: 925 250-0737
ADDRESS: Motorola Inc. in Care of Red Cloud, Inc.
2850 Camino Diablo, Walnut Creek, Ca. 94597

QUOTED BY: Ke
Dick Fasi
Red Cloud, Inc.
510-428-0635 Office
510-420-0882 Fax
925 250-0737
dfasi@redcloudinc.com

DATE: September 9, 2021

Contra Costa County
Department of Information Technology

30 Douglas Drive
Martinez, California 94553-4068
V: 925-313-1200



TeleCommunications

30 Douglas Drive
Martinez, California 94553-4068
V: 925-957-7700
F: 925-646-2111

Date October 18, 2021

TO: Pinole PD

FROM: County Radio Shop

SUBJECT: Estimated Labor Quote for AES Encryption Upgrades

Estimated labor cost to upgrade the Pinole PD APX Motorola radios to AES and Multikey Encryption with OTAR capabilities is \$60/radio. Pinole currently has 70 radios in need of these upgrades, which comes to \$4,200. **Total estimate labor cost to upgrade all Pinole PD radios to the State mandated AES encryption is \$4,200.** This quoted estimate assumes that the radios will be provided to us in a timely manner. If that may not be the case, then I would estimate the labor cost at **\$5,000.**

Bob Antony
Communications Equipment Specialist
Contra Costa County, CA
925-383-6241



CITY COUNCIL REPORT

9A

DATE: NOVEMBER 16, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT CITY ATTORNEY

**SUBJECT: ORDINANCE ADDING CHAPTER 8.10, ORGANICS REDUCTIONS
AND RECYCLING ORDINANCE, TO THE PINOLE MUNICIPAL CODE**

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of an Ordinance to add Chapter 8.10, Organics Reductions and Recycling Ordinance, to the Pinole Municipal Code.

BACKGROUND

The Short-Lived Climate Pollutants Act of 2016 ("SB 1383") establishes methane reduction targets as part of a larger statewide strategy to combat climate change and reduce greenhouse gas ("GHG") emissions. To achieve this goal, SB 1383 establishes a statewide target of a 75% reduction in disposal of organic waste in landfills, coupled with a 20% increase in edible food recovery by 2025. SB 1383 establishes the California Department of Resources Recycling and Recovery ("CalRecycle") as the regulatory authority to achieve the organic waste disposal reduction targets. CalRecycle has adopted regulations implementing SB 1383 (the "SB 1383 Regulations").

The SB 1383 Regulations require local jurisdictions that provide solid waste collection to, by January 1, 2022, adopt an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations. These Regulations impose significant new requirements on local jurisdictions to achieve the state goals, including new local waste reduction policies and programs, procurement of recycled content paper and recovered organics, outreach and education, monitoring and record keeping, and enforcement. Failure by local jurisdictions to undertake their SB 1383 responsibilities could result in significant fines imposed by CalRecycle.

The proposed Ordinance would satisfy the City's obligation to adopt an ordinance to implement SB 1383 by January 1, 2022. The proposed Ordinance is closely based on a model ordinance prepared by CalRecycle. This item was originally considered by the City Council at its October 19 meeting. However, in order to provide Republic

Services, the City's franchised hauler, with additional time to review the draft ordinance, the item was continued to a date uncertain.

DISCUSSION

The proposed Ordinance would add Chapter 8.10 to the Pinole Municipal Code. The Ordinance establishes requirements for seven (7) different types of entities: Single-family Generators, Commercial Generators & Multi-family Generators, Edible Food Generators, Food Recovery Organizations and Services, Regulated Haulers, and Facility Operators and Self-haulers. In addition, the Ordinance includes provisions regarding inspections, investigations, waivers, and enforcement of the requirements contained therein.

Requirements for Generators

Generators are required to source-separate and place materials (landfill/garbage, recycling, and organics/compost) in designated containers and not contaminate materials placed in the containers. Commercial and multi-family generators must provide containers for organics/compost and recycling in all areas (excluding restrooms) where disposal containers for trash are provided. Generators that generate minimal amounts of organics/compost or don't have the space to place organics containers may be granted waivers for these requirements. Generators that are not subscribed to the City's franchised collection service and instead self-haul to an approved disposal site must comply with separate requirements.

Edible Food Recovery

Commercial Edible Food Generators must comply with certain requirements to ensure that edible food that would otherwise be disposed of is safely recovered to the maximum extent possible. Specifically, Commercial Edible Food Generators must recover surplus edible food and have a contract in place with a food recovery organization or service to accept the surplus edible food. There are additional requirements to ensure that edible food is prepared, packaged, labeled, handled, stored, distributed, and transported safely, and that appropriate records are kept. This requirement goes into effect on January 1, 2022, for Tier One Commercial Edible Food Generators (grocery stores and supermarkets) and January 1, 2024, for Tier Two Commercial Edible Food Generators (large restaurants and other large food providers). Food recovery organizations, such as food banks, must keep records and report annually to their jurisdictions the amount of food collected.

Requirements for Solid Waste Haulers and Facility Operators

The Ordinance establishes a number of requirements for the City's solid waste hauler. Most significantly, the hauler must transport source separated recyclable materials and source separated organics/compost materials only to facilities that can properly recover these materials. Additionally, the hauler must assist in the dissemination of education materials to residential and commercial customers, as

well as properly train employees. Haulers must also conduct or comply with contamination minimization efforts and inform generators when contamination is observed. The City currently has an exclusive franchise agreement with Republic Services for the collection of trash, recyclables, and organic waste.

Monitoring and Enforcement

The SB 1383 Regulations require the City to enforce all of the requirements of the proposed Ordinance. In order to minimize enforcement efforts, there will be ongoing education and outreach to all businesses and residents to provide information on collection services participation requirements, contamination standards, and overall SB 1383 compliance. Enforcement for commercial business generators, franchised haulers, and self-haulers will begin on January 1, 2022. Enforcement for all other entities will not begin until January 1, 2024. The City is required to engage in certain monitoring activities to ensure that violations of the Ordinance are identified, and corrective action is taken.

Procurement

The SB 1383 Regulations require the City to procure recycled organic products equivalent to 0.08 tons per resident to stimulate demand for the anticipated increase in recycled organic products that will be generated due to the SB 1383 Regulations. For Pinole, this equates to using and/or purchasing for deployment elsewhere approximately 1,600 tons of recycled organic products per year. Examples of recycled organic products include compost, mulch, renewable natural gas, or electricity from biomass. Renewable natural gas production in California is very limited, and most of the gas/electricity produced is already used or sold. Therefore, it is anticipated that the City will need to meet the bulk of its procurement mandate through compost and mulch purchases, the volume of which will far exceed the City's typical annual need. This problem is being faced by most jurisdictions. The City is currently working on creative ideas to meet its procurement requirements under SB 1383. The ordinance also includes requirements for mulch sold or provided to the City.

SB 1383 also requires the procurement of recycled content paper. The recycled content paper rules mandate that jurisdictions must require all businesses from which it purchases paper products to certify in writing a minimum 30% of post-consumer material in its paper products sold or offered to the jurisdiction. Most paper and janitorial supplies purchased by the City meet the 30% post-consumer requirement. Staff will prepare an update to the City's procurement policy for Council's approval at a subsequent meeting and implement the required policy and procedures among all City departments to ensure compliance with this mandate.

Implementation

Although state law requires the City to adopt the proposed Ordinance, the City is authorized to assign many of its responsibilities under the Ordinance to other entities

to perform. The City is currently in ongoing discussions with Republic Services and RecycleMore regarding implementation of the SB 1383 Regulations to determine what responsibilities each entity will perform. Pinole must maintain the implementation records and report annually to CalRecycle. If necessary, the City can amend Chapter 8.10 in the future to reflect the realities of implementation.

Republic Services provided the City with a number of comments and edits regarding the original draft ordinance, which were carefully considered by the City. Many, but not all, of the requested changes were incorporated into the current proposed ordinance. In reviewing the proposed edits, there was a focus on ensuring the City retained flexibility to implement SB 1383. The proposed ordinance, including the comments from Republic Services, was reviewed by the Municipal Code Update Subcommittee, which recommended the updated ordinance be forwarded to the City Council for consideration and approval.

FISCAL IMPACT

There will be a fiscal impact from adopting the proposed Ordinance and complying the SB 1383 Regulations. However, the exact amount of that impact is unknown and will depend on what responsibilities under the Ordinance are carried out by the City, Republic Services, and RecycleMore. It is likely that some of these costs will be paid for by an increase in solid waste collection rates. An increase in the maximum permitted solid waste collection rates will require the approval of the City Council.

ATTACHMENTS

- A. Ordinance to add Chapter 8.10, Organics Reductions and Recycling Ordinance, to the Pinole Municipal Code

CITY COUNCIL ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PINOLE ADDING CHAPTER 8.10, “ORGANICS REDUCTION AND RECYCLING”,
TO THE PINOLE MUNICIPAL CODE TO REDUCE THE AMOUNT OF ORGANIC AND
RECYCLABLE MATERIALS DEPOSITED IN LANDFILLS**

WHEREAS, with certain state laws require cities, counties, and special districts providing solid waste collection services to adopt ordinances and take other measures to reduce the amount of organic and recyclable materials deposited in landfills from commercial and residential generators, more specifically the Short-Lived Climate Pollutants Organic Waste Reduction regulations adopted pursuant to Senate Bill 1383 (Statutes of 2016) set forth in the California Code of Regulations (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require cities, counties, and special districts providing solid waste collection services to, by January 1, 2022, adopt and enforce an ordinance or other enforceable mechanism applicable to residents and businesses generating or processing solid waste to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, the purpose of this Ordinance is to comply with the requirements of the SB 1383 Regulations; and

WHEREAS, the City Council desires to adopt this Ordinance in order to reduce the amount of organic and recyclable materials deposited into landfills.

THE CITY COUNCIL OF THE CITY OF PINOLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

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

SECTION 2. Municipal Code Amendment.

The City Council hereby amends the Municipal Code to include Chapter 8.10, Organics Reduction and Recycling, to read as contained in Exhibit A, attached hereto and incorporated herein.

SECTION 3. Enforcement Agency Authorization

The City Council may, by resolution, authorize and designate other entities to carry out responsibilities under Chapter 8.10, to the extent allowed by the SB 1383 Regulations and applicable law, and no amendment of Chapter 8.10 shall be required.

SECTION 4. CEQA.

This Ordinance is adopted pursuant to CalRecycle's SB 1383 Regulations. The SB 1383 Regulations were the subject of a program environmental impact report (EIR) prepared by CalRecycle, and except for provisions which maintain the already established requirements of the Waste Management Authority's Ordinance Requiring Actions to Reduce Landfilling of Recyclable and Organic Solid Wastes from Businesses, Multifamily Residences, and Self-Haulers (Ordinance 2012-1; also known as the Mandatory Recycling Ordinance) which currently apply in the City, the activities to be carried out under this Ordinance are entirely within the scope of the SB 1383 Regulations and that EIR. No mitigation measures identified in the EIR are applicable to the City's enactment of this Ordinance. Moreover, none of the conditions requiring a subsequent or supplemental EIR, as described in Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163, have occurred. The EIR therefore adequately analyzes any potential environmental effects of the Ordinance and no additional environmental review is required. On a separate and independent basis, the Ordinance is exempt from CEQA pursuant to Section 15308, Class 8 of the CEQA Guidelines of as an action that will not have a significant impact on the environment and as an action taken by a regulatory agency for the protection of the environment, specifically, for the protection of the climate. There are no unusual circumstances that would cause this Ordinance to have a significant effect on the environment.

Section 5. 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. 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 7. Publication.

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

PASSED AND ADOPTED by the City Council of the City of Pinole on this ____ day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Norma Martinez-Rubin, Mayor

ATTEST:

Heather Ipou, City Clerk

EXHIBIT A
CHAPTER 8.10
ORGANICS REDUCTIONS AND RECYCLING ORDINANCE

8.10.010	Purpose and Title
8.10.020	Definitions
8.10.030	Requirements for Single-Family Generators
8.10.040	Requirements for Commercial Businesses
8.10.050	Waivers for Generators
8.10.060	Requirements for Commercial Edible Food Generators
8.10.070	Requirements for Food Recovery Organizations and Services
8.10.080	Requirement for Haulers and Facility Operators
8.10.090	Self-Hauler Requirements
8.10.100	Compliance with CalGreen Recycling Requirements
8.10.110	Model Water Efficient Landscaping Ordinance
8.10.120	Procurement Requirements
8.10.130	Inspections and Investigations
8.10.140	Enforcement

8.10.010 Purpose and Title

The City finds and declares:

- (a) This chapter shall be entitled “Organics Reduction and Recycling Ordinance.”
- (b) The purpose of this Ordinance is to reduce the amount of organic and recyclable materials deposited in landfills from commercial and residential generators in accordance with applicable law, including SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, and the regulations adopted to implement such laws.
- (c) The City Council may, by resolution, authorize and designate other entities to carry out responsibilities under Chapter 8.10, to the extent allowed by applicable law, and no amendment of Chapter 8.10 shall be required.

8.10.020 Definitions

The following definitions govern the use of terms in this Ordinance:

- (a) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (b) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (c) “City” means the City of Pinole.

- (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (f) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (g) “Compliance Review” means a review of records by a Jurisdiction to determine compliance with this ordinance.
- (h) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (i) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (j) “C&D” means construction and demolition debris.
- (k) “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, the Franchise Hauler, a private entity, or a combination of those entities.
- (l) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (m) “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (n) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or the Designee for collection services
- (o) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (p) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (q) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed of, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (r) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (s) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (t) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (u) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (v) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes and milk cartons.
- (w) “Food Waste” means Food Scraps and Food-Soiled Paper, in combination or separately.
- (x) “Franchise Hauler” means such persons, firms or corporations collecting and delivering for disposal, recycling or processing Solid Waste originating in the City and doing so under a contract or franchise agreement with the City.
- (y) “Garbage” means those elements of the Solid Waste stream designated for the “Garbage Container”, and excludes hazardous waste, Excluded Waste, materials designated for the “Organics Container” or “Recycling Container” or materials which have been separated for reuse.
- (z) “Garbage Container” has the same meaning as “Gray Container” in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Garbage.
- (aa) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

- (bb) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (cc) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (dd) “Inspection” means a site visit where a Jurisdiction reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ee) “Enforcement Official” means the city manager, or his or her designee, or an authorized Designee.
- (ff) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (gg) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (hh) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ii) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3

to be taken to a High Diversion Organic Waste Processing Facility. or as otherwise defined in 14 CCR Section 17402(a)(11.5).

- (jj) “Multi-Family Residential Complex-” or “Multi-Family” means, for purposes of SB 1383 compliance requirements, being of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family Complex does not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses for purposes of SB 1383 compliance.
- (kk) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (ll) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (mm) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (nn) “Organics Container” has the same meaning as “Green Container” in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Organic Waste designated for Compost processing, including Food Waste and landscape and pruning waste accepted in the City’s Organic Waste Collection program, and other organic materials as determined by the City as acceptable for the Organics Container
- (oo) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and organic carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (pp) “Organic Waste Generator” means a person or entity that is responsible for the initial generation or accumulation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (qq) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (rr) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (ss) “Prohibited Container Contaminants” includes means the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organic Waste for the Organics e Container; (iii) /discarded materials placed in the Garbage Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Wastes not correctly placed in in the Organics Container and/or Recycling Container; and, (iv) Excluded Waste placed in any container.
- (tt) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (uu) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (vv) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (ww) “Recycling Container” has the same meaning as “Blue Container” in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (xx) “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
- (yy) “Regional or County Agency Enforcement Official” means a regional or county agency enforcement official, designated by the City with responsibility for enforcing the ordinance in conjunction or consultation with City’s Enforcement Official.
- (zz) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (aaa) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- (bbb) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ccc) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection

methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

- (ddd) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (eee) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (fff) “Self-Hauler” means a generator, that hauls Solid Waste, Organic Waste or recyclable materials it has generated, using its own vehicles and equipment, driven by the generator or its employees, to an appropriate approved materials processing or disposal facility. Self-hauler also includes a person who “back-hauls” waste,). “Back-haul” means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees, vehicles and equipment..
- (ggg) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (hhh) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
 - (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

- (iii) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing.
- (jjj) “Source Separated Recycling Container Organic Waste” means Source Separated Organic Waste that can be placed in a Recycling Container that is designated and limited to the collection of those and Non-Organic Recyclable as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (kkk) “Source Separated Organic Waste” means Source Separated Organic Waste materials that can be placed in a Organics Container that is specifically intended for the separate collection of Organic Waste materials by the generator, excluding Source Separated Recycling Container Organic Waste, textiles and carpets, Non-Compostable Paper.
- (lll) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Recycling Container Organic Waste.
- (mmm) “State” means the State of California.
- (nnn) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (ooo) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(ppp) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(qqq) “Uncontainerized Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects yard waste that is placed in a pile, tie-bundled or bagged for collection at the curb in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(rrr) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.10.030 Requirements for Single-Family Generators

Except Single-Family generators that meet the Self-Hauler requirements in Section 8.10.090 of this Ordinance, Single-Family Organic Waste Generators shall comply with the following requirements:

(a) Shall subscribe to City’s Organic Waste collection services for all Organic Waste generated as described below in Subsection (b). City shall have the right to review the commodity type, number and size of a generator’s containers to evaluate adequacy of capacity provided for each commodity type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust their service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste materials by preventing or reducing their Organic Waste, managing Organic Waste

materials on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (b) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Organic Waste, including Food Waste, in the Organics Container for this purpose; Source Separated Recyclable Materials in the Recycling Container for this purpose; and Garbage in the Garbage Container for this purpose. Generators shall not place Garbage into the Recycling or Organics Containers.

8.10.040 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Complexes, shall:

- (a) Subscribe to City's collection services and comply with requirements of those services as described below in subsection (b), except Commercial Businesses that meet the Self-Hauler requirements in Section 8.10.090 of this Ordinance. City shall have the right to review the commodity type, number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.
- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 8.10.090 of this Ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generators shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Garbage in the Garbage Container. Generator shall not place Garbage into the Recycling or Organics.(c) Supply and allow access to adequate commodity type, number, size and location of collection containers with sufficient labels or colors (conforming with subsection (d)(1) and (d)(2) below) for employees, contractors, tenants, and customers' use, consistent with City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.10.090.
- (c) Excluding Multi-Family Residential Complexes, provide containers of sufficient capacity and numbers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers' on-site disposal of materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

- (1) A body or lid that conforms with the following container colors, with either lids conforming to these color requirements or bodies conforming to these color requirements, or both lids and bodies conforming to these color requirements: gray or black containers for Garbage, blue containers for Recycling Containers, and green containers for Organics Containers. SB 1383 compliant container colors provided through the Franchise Hauler collection service provided by City. - Commercial Businesses are not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (2) Container shall have labels or imprinted text that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (d) Multi-Family Residential Complexes are not required to comply with container placement requirements or labeling requirement in subsection (d) pursuant to 14 CCR Section 18984.9(b).
- (e) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Complexes, prohibit employees from placing materials in a container not designated for those materials per the City's Franchise Hauler's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.10.090.
- (f) Excluding Multi-Family Residential Complexes , periodically inspect Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- (h) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Garbage (when applicable) and the location of containers and the rules governing their use at each property.
- (i) Provide or arrange access for the City or its Designee to their properties during all Inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.
- (j) Accommodate and cooperate with any Remote Monitoring program established by a the City or its Designee for Inspection of the types of materials placed in containers for Prohibited Container Contaminants to evaluate generator's compliance with this ordinance.

- (k) At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Recycling, Organics, and Garbage Containers for the purpose of monitoring the contents of Containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in Containers subject to written notification to or approval by the City or its Designee.
- (l) If a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 8.10.090 of this ordinance.
- (m) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.10.060.

8.10.050 Waivers for Generators

- (a) De Minimis Waivers. Upon application by a customer, the City may waive a Commercial Business' obligation (including Multi-Family Residential Complexes) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below of 20 gallons of Organic Waste materials as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:
 - (1) Submit an application, on the form provided by the City or Designee, specifying the Organic Materials collection services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total combined Solid Waste collection service is less than two cubic yards per week and Organic Waste comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (C) For the purposes of subsections (A) and (B) above, total Solid Waste shall be the sum of weekly Garbage, Source Separated Recyclable Materials, and Source Separated Organic Waste measured in cubic yards.
 - (3) Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case the waiver will be rescinded.

- (4) If the waiver is granted, provide written verification of continued eligibility for de minimis waiver to City every 5 years.
- (b) **Physical Space Waivers** Upon customer application, the City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Complexes) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, the Franchised Hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Recyclable and Organic Waste collection requirements of this ordinance.
A Commercial Business or property owner may request a physical space waiver through the following process:
 - (1) Submit an application form, provided by the City of its Designee, specifying the type(s) of collection services for which they are requesting a compliance waiver.
 - (2) Provide documentation that the premises lacks adequate space for Recyclables and Organics Containers including documentation from the Franchise Hauler, licensed architect, licensed engineer, or other person authorized by the City.
 - (3) If the waiver is granted, provide written verification to the City of continued eligibility for a physical space waiver every five years.
- (c) The City Manager, or his or her designee, shall be responsible for the review and approval of waivers pursuant to this Section. The City Manager may adopt guidelines for the review and approval of such waivers.

8.10.060 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators shall provide, upon request, a Food Recovery report to the City that includes the information in Section (c)(5). Entities shall provide the requested information within 60 days of the request.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).
- (e) Nothing in this Ordinance prohibits a Commercial Edible Food Generator from donating Edible Food directly to end recipients for consumption, pursuant to Health and Safety Code Section 114432(a).

8.10.060 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 31, 2023, and no later than every March 31 thereafter, submit a report covering the period of January 1 to December 31 of the previous calendar year.

- (e) Food Recovery Capacity Planning. In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide, upon request, information and consultation to the City regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.10.080 Requirement for Haulers and Facility Operators

(a) Requirements for Haulers

- (1) The City's Franchise Hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City shall be deemed to meet the following requirements:
 - (A) Through written notice to the City annually on or before March 31, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Organic Waste, and Mixed Waste.
 - (B) Transport Source Separated Recyclable Materials, Source Separated Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste (i) to a Community Composting site, (ii) in conformance with a post-collection services agreement to which the City and/or the Franchise Hauler is a party, or (iii) lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, this ordinance, and all other applicable laws, regulations and rules.
- (2) The Franchised Hauler collecting Organic Waste shall:
 - (A) Up to four times per year, provide reports to the City on Commercial Business account information and service levels in a form to be specified by the City.
 - (B) Assist in the dissemination of SB 1383 educational materials to Single-Family and Commercial Business accounts.
 - (C) Conduct or comply with Container Contamination minimization efforts such as Route Reviews or waste evaluations. Inform generators when Container Contamination is observed by the franchised hauler.

- (D) If requested by the City, assist generators with verification of physical space constraints when generator submits an application for a physical space waiver.
 - (E) Provide Commercial Business accounts with interactive assistance such as employee trainings, in a virtual or in-person format, when Recycling Container collection service or Composting Container collection service is added, or upon request.
- (3) The Franchised Hauler has been designated the exclusive authorized collector for all Solid Waste generated or accumulated within the boundaries of the City, including Garbage, Recyclable Materials and Organic Waste. No other person or commercial enterprise shall be permitted to operate a collection system within the City. No Single-Family, Multi Family Complex or Commercial Business Generator may contract with another commercial enterprise or person for the collection of such materials.
 - (4) No person may collect, transport, or convey discarded Single-Family or Commercial Garbage, Recyclable Materials or Organic Waste where any fee, net fee or other remuneration whatsoever is charged or accepted for the collection, transportation, conveyance, processing or disposal of such material, including discounted fees, without holding a franchise from the City. This excludes collection of materials associated with services paid for and provided by a company as an incidental part of a total service offered by that company rather than as a hauling service as determined by the City, and excludes Excluded Waste such as tires, and hazardous waste.
 - (5) It is unlawful for any person other than the Franchised Hauler to collect or inspect Recyclable materials, Organic Waste or Garbage placed on City curbs in public use containers for collection.

(b) Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities located within the City that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the ~~City~~ shall respond within 60 days.
- (2) Community Composting operators located within the City, upon City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.10.090 Self-Hauler Requirements

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Commercial Business Self-Haulers shall haul their Source Separated Recyclable Materials to a recycling facility that recovers those materials; and haul their Source Separated Organic Waste to an approved Solid Waste facility that processes or recovers Source Separated Organic Waste or to a High Diversion Organic Waste Processing Facility; and haul their Garbage to a fully permitted Solid Waste facility .
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Complexes) shall keep a record of the amount of Organic Waste delivered to each approved Solid Waste facility, that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.10.090(c) to City if requested.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 8.10.090(c) and (d).

8.10.100 Compliance with CalGreen Recycling Requirements

Persons applying for a permit from the City for new construction and building additions and alternations shall comply with all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, which have been adopted by the City pursuant to Chapter 15.08 of this Code.

8.10.110 Model Water Efficient Landscaping Ordinance

All landscape projects in the City shall comply with Chapter 15.54, Water Efficient Landscaping, of this Code as applicable. Chapter 15.54 codifies the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

8.10.120 Procurement Requirements

- (a) All vendors providing Paper Products and Printing and Writing Paper shall:
 - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
 - (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (b) Mulch Standards. Any mulch sold or otherwise provided to City in connection with City's compliance with the State of California's Recovered Organic Waste Product Procurement Target requirements set forth in section 18993.1 of Title 14 of the California Code of Regulations shall:
 - (1) Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in subsections 17852(a)(24.5)(A)1. through 3 of Title 14 of the California Code of Regulations; and
 - (2) Be produced at one of more of the following:
 - (A) A compostable material handling operation or facility as defined in section 17852(a)(12) of Title 14 of the California Code of Regulations, other than a chipping and grinding operation or facility as defined in Section 17852(a)(10) of Title 14 of the California Code of Regulations, that is permitted or authorized under this division; or
 - (B) A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31) of Title 14 of the California Code of Regulations, respectively, that is permitted or authorized under this division; or
 - (C) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

8.10.130 Inspections and Investigations

- (a) City, Franchise Hauler representatives and/or City's designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses

(including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City or Franchise Hauler to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this ordinance, City or Franchised Hauler may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to this ordinance.

- (b) A person or entity subject to the requirements of this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee, Franchised Hauler or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a City or Franchised Hauler during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City or Franchise Hauler representatives, City's designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) The City or Franchised Hauler shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.10.140 Enforcement

- (a) Violation of any provision of this ordinance may constitute grounds for issuance of a Notice of Violation and assessment of a fine in the discretion of the Enforcement Official. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures for imposition of administrative fines are hereby incorporated by reference in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations.

(c) Except as otherwise specified herein, the procedures for issuance of the Notice of Violation and the assessment of fine shall be those procedures set forth in Chapter 8.25.

(d) Process for Enforcement

- (1) The City, Franchised Hauler and/or its Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring).
- (2) City and Franchised Hauler may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (4) City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City is authorized to commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's standard procedures.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the penalty shall be \$250 to \$500 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this ordinance if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required starting on January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this ordinance, as needed.

(j) Delegation

The City Council may, by resolution, authorize and designate other entities to carry out responsibilities under this Chapter, to the extent allowed by applicable law, and no amendment of this Chapter shall be required.



CITY COUNCIL REPORT

10A

DATE: NOVEMBER 16, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

**SUBJECT: UPDATE ON MEASURE X AND THE COUNTY FIRE CHIEFS' REQUEST
FOR FUNDING FOR FIRE AND EMERGENCY SERVICES**

RECOMMENDATION

City staff recommends that City Council receive an update from staff regarding Contra Costa County Measure X and 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 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

In July of 2021, Council submitted a letter (Attachment A) to the Advisory Board supporting the County Chiefs' proposal. The Contra Costa County Board of Supervisors was scheduled to discuss allocation of Measure X funds, based on the Advisory Board's recommendations, at their meeting on November 2, 2021. At the Pinole City Council meeting on October 19, 2021, Council requested an agenda item asking City staff to update Council on the Board of Supervisors' discussion. The Board of Supervisors subsequently rescheduled the item for their next meeting on November 16, 2021, however, Supervisor John Gioia attended the November 2 Pinole City Council meeting and provided some information on the Board of Supervisors' decision-making process. Council subsequently submitted a follow-up support letter (Attachment B) to the County Board of Supervisors. City staff will report out on November 16 regarding the significant aspects of the Board's discussion of Measure X allocation, provided that said discussion takes place earlier that day as scheduled.

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.”*

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 this update. 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 broader County fire agency integration effort.

ATTACHMENTS

Attachment A	Council Letter of Support to the Measure X Advisory Board for Measure X Funding for Fire and Emergency Services
Attachment B	Council Letter of Support to the County Board of Supervisors for Measure X Funding for Fire and Emergency Services



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 Centers in Pinole and San Pablo, 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.

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,

A handwritten signature in blue ink, reading "Norma Martínez-Rubin". The signature is fluid and cursive, with the first name "Norma" and last name "Martínez-Rubin" clearly legible.

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



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: November 8, 2021

To: Honorable Members of the Contra Costa County Board of Supervisors

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 Centers in Pinole and San Pablo, 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.

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 Board to approve the County Chiefs' proposal as requested.

Sincerely,



Norma Martínez-Rubin
Mayor
City of Pinole

cc. County Administrator Nino
County Finance Director Driscoll
Contra Costa County Executive Fire Chiefs



CITY COUNCIL REPORT

11A

DATE: NOVEMBER 16, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: NEIL H. GANG, CHIEF OF POLICE

**SUBJECT: ABANDONED VEHICLE ABATEMENT FEE REAUTHORIZATION
AND ELECTION**

RECOMMENDATION

It is recommended that the City Council approve a Resolution to reauthorize the Abandoned Vehicle Abatement to collect fees from a County fee collected for every vehicle registered in the County.

BACKGROUND

In 1991, Contra Costa County and the cities within the County created the Contra Costa County Abandoned Vehicle Abatement Service Authority (Authority). The purpose of creating the Authority was to collect revenue from the State to remove abandoned vehicles from the community. All cities within the County participate in the Authority and are represented by city staff. The County is represented by the County Department of Conservation and Development, which also provides administrative support to the Authority.

For the past thirty (30) years, this partnership between the County and the cities has generated millions of dollars in revenue to remove abandoned vehicles from communities in Contra Costa County. In the fiscal year ending June 30, 2020, The Authority received approximately \$1.1 M and facilitated the removal of 1,228 abandoned vehicles within Contra Costa County.

DISCUSSION

Revenue received by the Authority from the State comes from a \$1 fee (Fee) collected for each vehicle, and an additional \$2 fee collected for certain commercial vehicles, registered in the County. State law requires this Fee be reauthorized at the local level every ten (10) years. Reauthorization requires approval by the County Board of Supervisors, by a two-thirds vote, and approval by a majority of the cities having a majority of the incorporated population within the county. The Fee is set to expire on April 30, 2022. This resolution would authorize the extension of the Fee until April 30, 2032.

The Fee also needs to be reauthorized by the voters of Contra Costa County. In 2010, the voters of California approved Proposition 26, which amended the definition of a “tax.” The Fee collected to fund the Authority’s activities is a special tax under Prop 26, and that extension of the Fee requires an election and approval by two-thirds (2/3) of County voters. Therefore, this resolution would authorize the Authority to submit a ballot measure to the County for inclusion on the June 7, 2022 election ballot, which is the next available election date. The cost of the election will be paid for from the revenues of the Authority.

To date, at least seven (7) other counties have proposed similar tax measure for abandoned vehicle abatement programs. Five measures have passed (Amador, Butte, Calaveras, Humboldt, Mendocino), and two measures have failed (Fresno and San Benito) resulting in program termination. At least five (5) counties have voluntarily terminated their programs (Orange, Napa, San Diego, San Mateo, Shasta). Several more counties are considering ballot measures during the current the 10-year reauthorization period. In the event a local measure to extend the Fee is not passed on the June 7, 2022

FISCAL IMPACT

None



CITY COUNCIL REPORT

11B

DATE: NOVEMBER 16, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

**SUBJECT: PROPOSED AMENDMENT TO THE FISCAL YEAR (FY) 2021/22
OPERATING AND CAPITAL BUDGET APPROVING ADDITIONAL
APPROPRIATIONS**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the Fiscal Year (FY) 2021/22 Operating and Capital Budget to incorporate staff-recommended additional appropriations and potentially Council Member-recommended additional appropriations.

BACKGROUND

City staff monitors budget activity throughout the fiscal year to ensure that revenues are on track and that appropriations are sufficient to support City service levels and programs. Typically, the originally adopted budget is amended after the first six months of the fiscal year, referred to as the “mid-year” budget review, to make necessary changes to revenues and expenditures. However, sometimes it is necessary to modify the budget at points other than the mid-year to carry out Council direction or meet operational needs.

The City Council adopted the FY 2021/22 Operating and Capital Budget at its meeting on June 29, 2021. Since then, the City Council has directed staff to undertake some new projects, which will require new appropriations to carry out. City staff has also identified some additional appropriations that it believes are time sensitive. City staff has described those additional appropriations below.

In addition, when the City Council was deliberating and finally adopted the original FY 2021/22 Operating and Capital Budget in June 2021, the City Council included some specific appropriations requested by Council Members. That process was truncated due to time constraints. This agenda item to consider additional appropriations on November 16, 2021 is an opportunity for Council Members to request additional appropriations that were not discussed in June 2021 due to time constraints.

REVIEW & ANALYSIS

The FY 2021/22 budget originally adopted on June 29, 2021 included the use of General Fund unassigned fund balance in the amount of \$2.46 million. During the first quarter of FY 2021/22, the City Council approved additional appropriations of \$138,130 from fund balance for some professional services. This increased the budgeted use of unassigned fund balance to \$2.60 million. Since then, staff has identified several more items needing appropriations, and recommends using unassigned fund balance in the General Fund and Measure S 2006 and 2014 Funds for Council consideration. If the recommended adjustments are approved, the projected ending balance will be \$2.22 million in the General Fund (see Table 1 below) and \$6.28 million in the General Fund and Measure S 2006 and 2014 Funds combined (see Table 2 below).

Most of the additional appropriations are one-time expenditures, and therefore meet the City's policy of using one-time resources, such as fund balance, for one-time expenditures. If there are any associated on-going operations and/or maintenance costs, they will be programmed in future years' operating budgets.

Table 1

General Fund	FY 2021/22 Original Budget	FY 2021/22 Current Budget	FY 2021/22 YTD Actuals	FY 2021/22 YTD Actuals w/ Encumb.	% of Budget	Recommended Adjustments	Projected Year-End
Revenues	\$ 17,290,542	\$ 17,290,542	\$ 1,388,664	\$ 1,388,664	8%	\$ -	\$ 17,290,542
Expenditures	19,754,153	19,892,283	4,132,292	4,152,056	21%	1,120,415	21,012,698
Net surplus/deficit	(2,463,611)	(2,601,741)	\$(2,743,627)	\$(2,763,391)			(3,722,156)
Beginning Fund Balance	5,937,352	5,937,352					5,937,352
Ending Fund Balance	\$ 3,473,741	\$ 3,335,611					\$ 2,215,196

Table 2

General Fund and Measure S 2006 and 2014	FY 2021/22 Original Budget	FY 2021/22 Current Budget	FY 2021/22 YTD Actuals	FY 2021/22 YTD Actuals w/ Encumb.	% of Budget	Recommended Adjustments	Projected Year-End
Revenues	\$ 21,627,288	\$ 21,627,288	\$ 1,772,921	\$ 1,772,921	8%	\$ -	\$ 21,627,288
Expenditures	26,149,670	26,287,800	4,878,259	5,290,180	19%	1,867,415	28,155,215
Net surplus/deficit	(4,522,382)	(4,660,512)	\$(3,105,337)	\$(3,517,258)			(6,527,927)
Beginning Fund Balance	12,803,691	12,803,691					12,803,691
Ending Fund Balance	\$ 8,281,309	\$ 8,143,179					\$ 6,275,764

Table 3 below illustrates the budget adjustments as proposed by City departments followed by detailed explanations for each request.

Table 3

	Department	Description of Request	Expenditure Amount	Recommended Funding Source
1	General Government	Transfer out to General Reserve Fund to meet Reserve Policy level of 50% of the City's annual General Fund ongoing operating expenditures	\$ 949,715	General Fund
2	Community Development	Consultant to complete the Greenhouse Gas (GHG) (\$40,000) emission inventory and Climate Action Plan (CAP) (\$120,000)	160,000	General Fund
3	Community Services	Replace Community Services Director with Assistant City Manager	-	General Fund
4	City Manager	Reclass Management Analyst to Assistant to the City Manager	10,700	General Fund
5	Police	Purchase of Ford Escape	31,000	Measure S 2006
6	Public Works	Purchase of hybrid bucket truck	193,000	Measure S 2014
7	Public Works	Purchase of standard bucket truck	149,000	Measure S 2014
8	Public Works	Purchase of backhoe	147,000	Measure S 2014
9	Public Works	Purchase of dump truck	150,000	Measure S 2014
10	Public Works	Purchase of cold plane asphalt grinder	34,000	Measure S 2014
11	Public Works	Purchase of cold plane asphalt grinder tractor	28,000	Measure S 2014
12	Public Works	Purchase of turf mower	15,000	Measure S 2014
		Total	1,867,415	
		General Fund Total	1,120,415	
		Measure S 2006 Total	31,000	
		Measure S 2014 Total	\$ 716,000	

Request 1: When reviewing the revenues, expenditures, and balance of the General Fund and General Reserve Fund to complete the financial statements for FY 2020/21 and prepare the First Quarter Financial Report, staff noticed that the City did not budget or execute the transfer of funds from the General Fund to the General Reserve Fund in FY 2020/21 to meet the requirement of the Reserve Policy that the General Reserve contain an amount equivalent to 50% of the City's annual General Fund ongoing operating expenditures. To satisfy that requirement, staff is recommending that the City Council approve an expenditure budget adjustment of \$949,715 to transfer funds from the General Fund unassigned fund balance to the General Reserve Fund. This will bring the General Reserve Fund balance to \$8.44 million for FY 2021/22, which meets the Reserve Policy. This will result in a projected FY 2021/22 ending fund balance of \$2.22 million in the General Fund (see Table 1 above) and \$6.28 million in the General Fund, Measure S 2006, and Measure S 2014 combined (see Table 2 above).

Request 2: The Community Development department requests a \$160,000 expenditure budget adjustment for a consultant to complete the City's Greenhouse Gas (GHG) (\$40,000) inventory and Climate Action Plan (CAP) (\$120,000). At its meeting on September 7, 2021, the City Council received a presentation on City

activities related to climate change and directed staff to begin advancing initiatives to address climate change, including bringing forward a budget adjustment to fund the GHG inventory and CAP. Staff recommends using General Fund unassigned fund balance for this request.

Request 3: The City is undergoing a reorganization that involves reconfiguring departments and supervisory positions. One such change is that the portfolio of departments and programs that the Assistant City Manager had overseen until recently have been reconfigured, including that a number of those departments and programs are housed in the new Community Services Department. In the long run, the Assistant City Manager position will cease to exist and be replaced by a Community Services Director position. In the meantime, due to contractual matters, the Assistant City Manager will function as the Community Services Director. While the Assistant City Manager position is filled, it must be budgeted. Staff is recommending a budget adjustment to address the fact that the Assistant City Manager position is still filled.

Request 4: The City Manager department requests a \$10,700 expenditure budget adjustment to reclass the vacant Management Analyst position to the newly created position, Assistant to the City Manager. The requested amount is the approximate difference in salary and benefits costs between the two positions for half of the fiscal year since the position hasn't yet been filled. Staff recommends using General Fund unassigned fund balance for this request since the position is funded by the General Fund.

Request 5: The Police department requests a \$31,000 expenditure budget adjustment to purchase a Ford Escape to replace an unmarked police vehicle that went out of service after the FY 2021/22 budget was adopted. Additionally, the previous vehicle was not included in the Police department's annual vehicle replacement program. Staff recommends using Measure S 2006 unassigned fund balance as this funding source has been dedicated to supporting Police and Fire operations.

Requests 6 – 12: The Public Works department requests a \$716,000 expenditure budget adjustment to purchase new equipment that will replace aging equipment in the roads, parks, general maintenance, and sewer divisions. The estimated date of delivery varies by type of equipment, ranging from four to six months for the asphalt grinders and turf mower to 36 months for the hybrid bucket truck. With the ongoing delay in supply chains, it is important to order the equipment soon to be placed in the queue. Staff recommends using Measure S 2014 unassigned fund balance as this funding source has typically been used to fund large equipment and vehicle needs.

Note that all City departments have recently reviewed their equipment and vehicle needs and confirmed that no additional equipment or vehicles are needed at this time other than the aforementioned Ford Escape and Public Works items.

FISCAL IMPACT

The total fiscal impact of these budget adjustments is approximately \$1.87 million, not including any Council-directed additions. The FY 2021/22 Operating and Capital Budget will be amended to include all additional appropriations as approved by the City Council, including:

- General Fund expenditure budget increases totaling \$1,120,415;
- Measure S 2006 expenditure budget increases totaling \$31,000; and
- Measure S 2014 expenditure budget increases totaling \$716,000.

ATTACHMENTS

A – Resolution approving additional appropriations for the FY 2021/22 Operating and Capital Budget

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE FISCAL YEAR 2021/22 OPERATING AND CAPITAL BUDGET TO INCORPORATE ADDITIONAL APPROPRIATIONS

WHEREAS, the City Council did adopt the Fiscal Year (FY) 2021/22 Budget for City Operations by Resolution number 2021-51 on June 29, 2021; and

WHEREAS, the City Manager has presented proposed recommendations for modification of the adopted budget and programs of service for the City of Pinole Operations for FY 2021/22 at the regular City Council Meeting held on November 16, 2021; and

WHEREAS, the City Council has considered these recommended changes, as to the matter of the City budget; and

WHEREAS, the City Council has solicited public input on the proposed modifications to the FY 2021/22 Operations and Capital Budget; and

WHEREAS, the City Council's consideration of additional appropriations for FY 2021/22 at its meeting of June 29, 2021 was truncated and deferred for future consideration and approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Modifications to the budget, including any requisite use of appropriate Fund Balance, for the City of Pinole for Fiscal Year 2021/22 commencing July 1, 2021 and ending June 30, 2022 are hereby approved and adopted as follows:

1. FY 2021/22 Expenditure Budget Adjustments

General Fund (100):	\$1,120,415
Measure S 2006 (105):	\$31,000
Measure S 2014 (106):	\$716,000

2. *Additional appropriations to be added as directed by the City Council during the November 16th meeting.*

PASSED AND ADOPTED this 16^h day of November 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 **16th** day of **November, 2021**.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

11C

DATE: NOVEMBER 16, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: SUPPORT 100 PERCENT ZERO-EMISSION NEW VEHICLE SALES IN CALIFORNIA BY 2030

RECOMMENDATION

Staff recommends that the City Council receive a presentation and consider adopting a Resolution (Attachment A) in support of the goal of reaching 100% zero emission new vehicle sales in California by 2030.

BACKGROUND

In 1988, the United Nations Environment Programme (UN Environment) and the World Meteorological Organization (WMO) established the Intergovernmental Panel on Climate Change (IPCC) to provide policymakers with scientific assessments related to climate change, its implications and potential future risks, and to present adaptation and mitigation strategies.

On October 7, 2018, the IPCC released the Special Report on Global Warming of 1.5°C ("Report") to the United Nations Framework Convention on Climate Change stating global warming is likely to reach 1.5°C above pre-industrial levels, between 2030 and 2052, if it continues to increase at the current rate. Climate models project that the warming would result in extreme temperatures in many regions, increases in frequency, intensity, and/or amount of heavy precipitation in several regions, and an increase in intensity or frequency of droughts in some regions.

Reducing global warming requires a reduction in the total cumulative global anthropogenic emissions of CO₂ since the pre-industrial period. The Report suggests strategies to reduce CO₂ emissions will require an assortment of mitigation measures which will strike a balance between lowering energy and resource intensity, rate of decarbonization, and the reliance on carbon dioxide removal. The Report recommends "deep emissions reductions" and "rapid, far-reaching and unprecedented changes in all aspects of society" in order to stay within 1.5°C of global mean surface temperature rise and avoid the worst impacts of climate change.

The transportation sector is the largest direct source of U.S. greenhouse gas (GHG) emissions and cities play a vital role in the transition towards more sustainable transport. An integrative mix of strong policies is needed to reduce GHG's from the transport sector which can include combination of pricing mechanisms, fuel switching, regulations and infrastructure implementation.

Fuel switching, for example, is transitioning from the dominant fossil fuel to lower carbon replacements such as electricity, hydrogen, and biofuels. Adoption of policies in this category can target changes to the fuel directly to support vehicle drivetrains that use low-carbon fuels, such as plug-in hybrid vehicles, battery electric vehicles or hydrogen fuel-cell vehicles, all collectively known as ZEVs.

In January 2018, Governor Brown signed Executive Order B-48-18, adopting targets to reduce GHG emissions in the transportation sector:

1. Setting a goal of 5 million ZEV by 2030;
2. Installing 250,000 electric vehicle (EV) charging and 200 hydrogen fueling stations by 2025.

In September 2020, Governor Newsom signed Executive Order N-79-20 mandating that all new cars and passenger trucks sold in California be ZEVs by 2035. Medium and heavy-duty vehicles shall be 100% zero emissions by 2045 where feasible, with a mandate going into effect by 2035 for drayage trucks.

The ZEV2030 campaign is a coalition of organizations and local governments committed to implementing a zero-emission standard for new car sales of light utility vehicles (passenger cars, SUVs, trucks) in California by 2030.

The ZEV2030 campaign has created a model resolution, attached, that it is asking city councils to adopt. The resolution expresses support for the state's transition to 100% ZEVs and further recommends an accelerated timeline to reach this goal by 2030 instead of 2035. The ZEV2030 Zero Emission Vehicle Pledge, available at ZEV2030.org, articulates the dire need for reform to California's transportation system and its commitment to decarbonizing and combating the climate crisis. The resolution does not require the City to take any specific actions.

Several cities and jurisdictions have already adopted the ZEV2030 pledge, including the Cities of Oakland, San Leandro, Berkeley, Richmond, Mountain View, Culver City, Hayward, East Bay Community Energy (EBCE), and MCE (formally known as Marin Clean Energy). Outside of California, the UK has announced the intention to ban the sale of gasoline- powered vehicles in 2030.

At its meeting of April 6, 2021, the City Council requested a future City Council agenda item to receive a presentation from the ZEV2030 campaign on its effort and to consider adoption of a resolution based on the ZEV2030 model. A representative will make a presentation on the ZEV2030 campaign at the Council meeting on 11/16/2021.

REVIEW & ANALYSIS

City staff believes that the City can comply with a statewide zero-emission standard for new car sales of light utility vehicles.

If Council adopts the attached Resolution, the City of Pinole would be added to the ZEV2030 Coalition.

The City will soon begin the process of creating a GHG emission inventory and Climate Action Plan (CAP). The CAP might recommend additional steps that the City can take to reduce its transportation-related GHG emissions.

FISCAL IMPACT

There is no financial impact to receiving the presentation and considering adoption of the Resolution.

ATTACHMENT(S)

A. Resolution

RESOLUTION NO. 2021-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SUPPORTING THE GOAL
OF REACHING 100 PERCENT ZERO-EMISSION NEW VEHICLE SALES IN
CALIFORNIA BY 2030**

WHEREAS, the Intergovernmental Panel on Climate Change tells us we have until 2030 to transform our economy and the way we live to avoid the most catastrophic and irreversible effects of the climate crisis; and

WHEREAS, the transportation sector is the largest contributor of Greenhouse Gas emissions in California, contributing 40% of those emissions; and

WHEREAS, electrifying transportation needs to be a forefront of discussion and innovation in an attempt to combat the climate crisis; and

WHEREAS, California increased the number of zero emission vehicles in the state by more than 3,000% in 8 years, growing from 25,000 in 2012 to 763,816 in 2020 - each year, sales continuing to grow; and

WHEREAS, all new vehicles sold in California by the year 2030 need to be zero emission vehicles to decarbonize California's most polluting sector; and

WHEREAS, zero emission vehicle technology continues to progress, making a transition to a 100% electric transportation system both feasible and achievable; and

WHEREAS, major investments of time, thought and resources are needed at the State and Federal levels to help create a zero emission vehicle transition that is equitable and just, and to ensure that people of all backgrounds and income levels have access to next-generation vehicles and required electrical infrastructure; and

WHEREAS, zero emission vehicles and services are an important and growing sector of California's economy, an opportunity for quality jobs and tax revenue that puts part of the Green New Deal in practice in our state; and

WHEREAS, the ZEV2030 Zero Emission Vehicle Pledge, available at ZEV2030.org, articulates the dire need for reform to California's transportation system and its commitment to decarbonizing and combating the climate crisis.

NOW, THEREFORE BE IT RESOLVED THAT, the City Council of the City of Pinole hereby support the goal of reaching 100 percent zero-emission new vehicle sales in California by 2030.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of November 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 16th day of November 2021.

Heather Bell
City Clerk