

**CORONAVIRUS ADVISORY  
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**CITY COUNCIL**

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

**PINOLE CITY COUNCIL  
MEETING <sup>1</sup>AMENDED AGENDA**

**TUESDAY  
JUNE 2, 2020**

**VIA ZOOM TELECONFERENCE**

**6:00 P.M.**

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

**SUBMIT PUBLIC COMMENTS TO CITY CLERK BEFORE OR DURING THE MEETING VIA EMAIL**

[hiopu@ci.pinole.ca.us](mailto:hiopu@ci.pinole.ca.us)

**Comments received before the close of the public comment period for that item will be read into the record and limited to 3 minutes. Please include your full name, city of residence and agenda item you are commenting on. Any comments received after the close of the public comment period will be distributed to Council and relevant staff after the meeting and filed with the agenda packet.**

**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](http://www.ci.pinole.ca.us).

**VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE,** [www.ci.pinole.ca.us](http://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](mailto: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](http://www.ci.pinole.ca.us). You may also contact the City Clerk via e-mail at [hiopu@ci.pinole.ca.us](mailto:hiopu@ci.pinole.ca.us).

**<sup>1</sup>Corrected the first address listed for Item 7F to 2361 San Pablo Avenue.**

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

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

**3. CONVENE TO A CLOSED SESSION**

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

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Gov. Code § 54956.8

Property: 811 San Pablo Avenue

Agency negotiator: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa

Negotiating parties: Satellite Affordable Housing Associates and Power Community Development Systems, Inc

Under negotiation: Price and terms.

**OPEN SESSION WILL COMMENCE UPON CONCLUSION OF THE  
CLOSED SESSION WHICH MAY OCCUR BEFORE 7:00 P.M.**

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

**5. CITIZENS TO BE HEARD (Public Comments)**

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

**6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS**

**A. Proclamations**

**B. Presentations / Recognitions**

**7. CONSENT CALENDAR**

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

**A. Approve the Minutes of the Meeting of March 24, 2020**

**B. Receive the May 16, 2020 – May 29, 2020 List of Warrants in the Amount of \$185,906.96 and the May 29, 2020 Payroll in the Amount of \$359,392.26.**

- C. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And The Pinole Police Employees Association (PPEA) For The Period Of July 1, 2020 – June 30, 2022 **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- D. Adopt A Resolution Approving An Agreement And Side Letter To The Memorandum Of Understanding Between The City Of Pinole And IAFF Local 1230 To Clarify Acting Battalion Chief Pay **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- E. Resolution Confirming Continued Existence Of Local Emergency **[Adopt Resolution per Staff Recommendation (Casher)]**
- F. Resolution Declaring Certain Properties As Surplus Land And Directing The City Manager To Follow The Procedures Set Forth In The Surplus Lands Act For Sale Of The Properties: 2361 San Pablo Avenue, 2301 San Pablo Avenue, 2279 Park Street, And 612 Tennent Avenue **[Action: Adopt Resolution per Staff Recommendation]**

## 8. PUBLIC HEARINGS

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

- A. Conduct Public Hearing And Adopt A Resolution Confirming The Assessments And Ordering The Levy For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2020/2021 **[Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation]**

## 9. OLD BUSINESS

- A. Receive The Fiscal Year (FY) 2019-20 Third Quarter Financial Report And Adopt A Resolution Approving Budget Adjustments **[Adopt Resolution per Staff Recommendation (A. Miller)]**
- B. Update On The Status Of Plans For The Renovation And Reuse Of The Faria House **[Action: Discuss and Provide Direction (De La Rosa)]**
- C. Provide Direction On Renewal Of An Urgency Ordinance Enacting A Temporary Moratorium On Evictions Due To Nonpayment Of Rent For Residential And Commercial Tenants Where The Failure To Pay Rent Is From Income Loss Resulting From The Novel Coronavirus (Covid-19) **[Action: Discuss and Provide Direction (Casher)]**

## 10. NEW BUSINESS

- A. Discussion And Direction Regarding The Potential Acquisition Of 1261 Adobe Road **[Action: Discuss and Provide Direction (De La Rosa)]**
- B. Urgency Ordinance Of The City Of Pinole Authorizing The Zoning Administrator To Issue Temporary Use Permits And Waive Requirements Of Title 17 Of The Pinole Municipal Code To Facilitate Business Operations Impacted By Novel Coronavirus (Covid-19) **[Action: Adopt Urgency Ordinance per Staff Recommendation (Casher)]**

## **11. REPORTS & COMMUNICATIONS**

- A. Mayor Report
  - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications
- D. Council Requests For Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

## **12. ADJOURNMENT** to the Regular City Council Meeting of June 16, 2020 In Remembrance of Amber Swartz.

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

**POSTED: May 29, 2020 at 12:00 P.M.**

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**Heather Iopu, CMC**  
**City Clerk**



**CITY COUNCIL MEETING  
MINUTES  
March 24, 2020**

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

The City Council Meeting was held via teleconference and in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Swearingen called the Regular Meeting of the City Council to order **6:00** p.m. and led the Pledge of Allegiance.

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

**A. COUNCILMEMBERS PRESENT**

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

**B. STAFF PRESENT**

Andrew Murray, City Manager  
Hector De La Rosa, Assistant City Manager  
Eric Casher, City Attorney

Mayor Swearingen took the roll call and made announcements regarding the teleconference format of the meeting and health orders in place due to the Coronavirus crisis.

**3. CITIZENS TO BE HEARD (Public Comments)**

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

The following speaker submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Rafael Menis**

**4. NEW BUSINESS**

**A. Resolution Ratifying Proclamation of Local Emergency [Action: Adopt resolution per staff recommendation (Casher)]**

City Attorney Casher provided an overview of the item and background information.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Debbie Long, Rafael Menis, and Devin Murphy**

Staff responded to public comments.

Council members asked questions and made comments. Staff responded to questions.

**ACTION: Motion by Council Members Murray/Tave Resolution Ratifying Proclamation of Local Emergency**

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

Council members made comments wishing the community well and asking that they take precautions to stay safe during the Coronavirus pandemic.

**5. ADJOURNMENT** to the Regular City Council Meeting of April 7, 2020 In Remembrance of Amber Swartz.

At 6: 32 p.m., Mayor Swearingen adjourned the meeting to the Regular City Council Meeting of April 7, 2020 In Remembrance of Amber Swartz.

**Submitted by:**

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**Heather Iopu, CMC**  
**City Clerk**



City of Pinole, CA

**WARRANT LISTING**

By Vendor Name

Payment Dates 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 4LE00 - 4LEAF, INC.</b>					
J3681R	94000	05/22/2020	100-231-42101	FIRE INSPECTIONS APRIL 1-30 2020	18,480.00
<b>Vendor 4LE00 - 4LEAF, INC. Total:</b>					<b>18,480.00</b>
<b>Vendor: 1950 - ADRIAN ROBINSON</b>					
51520	94001	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1950 - ADRIAN ROBINSON Total:</b>					<b>37.00</b>
<b>Vendor: 1951 - ADRIENNE MOTTA</b>					
51220	94002	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1951 - ADRIENNE MOTTA Total:</b>					<b>37.00</b>
<b>Vendor: AIR10 - AIRGAS USA, LLC</b>					
9970700179	94003	05/22/2020	100-343-42108	RENT CYL MED LARGE AIR	74.42
<b>Vendor AIR10 - AIRGAS USA, LLC Total:</b>					<b>74.42</b>
<b>Vendor: 1952 - ALAN FOLLETT</b>					
51520	94004	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1952 - ALAN FOLLETT Total:</b>					<b>74.00</b>
<b>Vendor: ALH01 - ALHAMBRA &amp; SIERRA SPRINGS</b>					
19593757 051420	94005	05/22/2020	100-222-42201	DRINKING WATER FOR POLICE	173.64
5025519 050620	94005	05/22/2020	500-641-42201	DRINKING WATER FOR WASTE WATER	175.84
5025531 050620	94005	05/22/2020	100-343-42108	DRINKING WATER FOR CORP YARD	178.71
<b>Vendor ALH01 - ALHAMBRA &amp; SIERRA SPRINGS Total:</b>					<b>528.19</b>
<b>Vendor: 1834 - ALICIA VALDIVIEZO</b>					
50520	94006	05/22/2020	209-553-36401	TINY TOTS MAY CLASSES CANCELED SHELTER IN PLACE	244.00
<b>Vendor 1834 - ALICIA VALDIVIEZO Total:</b>					<b>244.00</b>
<b>Vendor: 1942 - AMY SOBOL</b>					
51320	94007	05/22/2020	209-553-36401	REFUND TINY TOS HOUSEHOLD CREDIT FROM MARCH CLOSUR	25.48
<b>Vendor 1942 - AMY SOBOL Total:</b>					<b>25.48</b>
<b>Vendor: 1933 - ANGELICA VELAZCO</b>					
51320	94008	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD REFUND MARCH CLOSURE	122.10
<b>Vendor 1933 - ANGELICA VELAZCO Total:</b>					<b>122.10</b>
<b>Vendor: ARA01 - ARAMARK UNIFORM SERVICES</b>					
704738061	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704768875	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704799548	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704878034	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704886223	94009	05/22/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704894125	94009	05/22/2020	209-552-43804	KITCHEN SUPPLIES- SC	222.37
704894129	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704902162	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704910735	94009	05/22/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
APRIL 30 20-4714	94009	05/22/2020	100-343-44410	MONTHLY STATEMENT-VEHICLE MAINTENANCE	53.08
APRIL 30 20-4719	94009	05/22/2020	500-641-44410	MONTHLY STATEMENT- WPCP	1,376.93
<b>Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:</b>					<b>1,873.72</b>

## WARRANT LISTING

Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1953 - ARLENE HOFFMAN</b>					
51320	94010	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1953 - ARLENE HOFFMAN Total:</b>					<b>74.00</b>
<b>Vendor: 1922 - ASHLEY URIARTE</b>					
51320	94011	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD REFUND MARCH CLOSURE	101.65
<b>Vendor 1922 - ASHLEY URIARTE Total:</b>					<b>101.65</b>
<b>Vendor: 1320 - BADAWI &amp; ASSOCIATES</b>					
866	94012	05/22/2020	100-115-42101	2020 AUDIT SERVICES- FINANCE	18,393.75
<b>Vendor 1320 - BADAWI &amp; ASSOCIATES Total:</b>					<b>18,393.75</b>
<b>Vendor: BAR42 - BARNEY &amp; RUSSUM ANIMAL CLINIC</b>					
320573	94013	05/22/2020	100-221-42514	ROUTINE EXAMS KAISER- PD	511.77
<b>Vendor BAR42 - BARNEY &amp; RUSSUM ANIMAL CLINIC Total:</b>					<b>511.77</b>
<b>Vendor: 1954 - BEATRICE ALVARADO</b>					
51220	94014	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	111.00
<b>Vendor 1954 - BEATRICE ALVARADO Total:</b>					<b>111.00</b>
<b>Vendor: MCC03 - BEATRICE MCCARD</b>					
51220	94015	05/22/2020	209-552-36412	CASINO TRIP CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor MCC03 - BEATRICE MCCARD Total:</b>					<b>37.00</b>
<b>Vendor: ESP01 - BELINDA ESPINOSA</b>					
JUNE 2020	94016	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	92.93
<b>Vendor ESP01 - BELINDA ESPINOSA Total:</b>					<b>92.93</b>
<b>Vendor: 1955 - BETTYE HARRIS</b>					
51520	94017	05/22/2020	209-552-36412	CASINO TRIP CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1955 - BETTYE HARRIS Total:</b>					<b>37.00</b>
<b>Vendor: 1832 - BEVERLY CACATIAN</b>					
50520	94018	05/22/2020	209-553-36401	TINY TOTS MAYCLASSES CANCELED DUE TO SHELTER IN	244.00
<b>Vendor 1832 - BEVERLY CACATIAN Total:</b>					<b>244.00</b>
<b>Vendor: 1830 - BILLY KWONG</b>					
50520	94019	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO SHELTER IN PLACE	252.00
<b>Vendor 1830 - BILLY KWONG Total:</b>					<b>252.00</b>
<b>Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS</b>					
5902536	94020	05/22/2020	209-552-43804	CREDIT FROM INVOICE# 5900027	-383.09
5906198	94020	05/22/2020	209-552-43804	CREDIT FROM INVOICE # 5904901	-2.88
5906201	94020	05/22/2020	209-552-43807	CREDIT FROM INVOICE # 5895482	-142.55
5925890	94020	05/22/2020	209-552-43804	CREDIT FROM INVOICE # 5919993	-138.40
5937884	94020	05/22/2020	209-552-43804	CREDIT FROM INVOICE # 5935371	-27.50
5951974	94020	05/22/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	122.10
5955077	94020	05/22/2020	209-552-43811	CLEANING SUPPLIES- SC	244.53
5955077	94020	05/22/2020	209-553-42108	CLEANING SUPPLIES- SC	36.69
5955077	94020	05/22/2020	209-554-42108	CLEANING SUPPLIES- SC	138.47
5955078	94020	05/22/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	178.42
<b>Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:</b>					<b>25.79</b>

## WARRANT LISTING

Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1910 - BONNIE LEAL</b>					
51220	94021	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1910 - BONNIE LEAL Total:</b>					<b>37.00</b>
<b>Vendor: BOU01 - BOUND TREE MEDICAL, LLC</b>					
83618406	94022	05/22/2020	100-231-42104	SUPPLIES- FIRE	1,871.62
83619709	94022	05/22/2020	100-231-42104	SUPPLIES- FIRE	190.55
83626969	94138	05/29/2020	100-231-42104	SUPPLIES- FIRE	363.58
83631976	94138	05/29/2020	100-231-42104	SUPPLIES- FIRE	81.80
83633929	94138	05/29/2020	100-231-42104	SUPPLIES- FIRE	2.10
<b>Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:</b>					<b>2,509.65</b>
<b>Vendor: LOW01 - BRIAN LOWRY</b>					
JUNE 2020	94023	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1.49
<b>Vendor LOW01 - BRIAN LOWRY Total:</b>					<b>1.49</b>
<b>Vendor: CAL04 - CALCON SYSTEMS, INC.</b>					
46531	94024	05/22/2020	500-641-42107	SERVICE CALLS- TP	3,264.17
<b>Vendor CAL04 - CALCON SYSTEMS, INC. Total:</b>					<b>3,264.17</b>
<b>Vendor: CAL01 - CALTEST ANALYTICAL LAB</b>					
610558	94139	05/29/2020	500-641-44305	LAB SUPPLIES- TP	1,344.25
<b>Vendor CAL01 - CALTEST ANALYTICAL LAB Total:</b>					<b>1,344.25</b>
<b>Vendor: 1940 - CARLOS GARCIA</b>					
51320	94025	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO SHELTER IN PLACE	81.00
<b>Vendor 1940 - CARLOS GARCIA Total:</b>					<b>81.00</b>
<b>Vendor: 1428 - CARMEN BUSTOS</b>					
51320	94026	05/22/2020	209-553-36401	TINY TOTS MARCH CLOSURE DUE TO SHELTER IN PLACE	105.00
<b>Vendor 1428 - CARMEN BUSTOS Total:</b>					<b>105.00</b>
<b>Vendor: CCP03 - CCP INDUSTRIES</b>					
IN02531137	94140	05/29/2020	500-641-44305	TOOLS/PARTS- TP	212.12
<b>Vendor CCP03 - CCP INDUSTRIES Total:</b>					<b>212.12</b>
<b>Vendor: 1938 - CECILIA ESTRADA</b>					
51320	94027	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT FROM MARCH CLOSURE	70.48
<b>Vendor 1938 - CECILIA ESTRADA Total:</b>					<b>70.48</b>
<b>Vendor: CHE08 - CHEYENNE PRODUCTS, INC.</b>					
33327	94028	05/22/2020	500-641-42108	SUPPLIES- TP	431.00
<b>Vendor CHE08 - CHEYENNE PRODUCTS, INC. Total:</b>					<b>431.00</b>
<b>Vendor: 1591 - CHRISTINA FLORES</b>					
51520	94029	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1591 - CHRISTINA FLORES Total:</b>					<b>37.00</b>
<b>Vendor: 1931 - CINDY NUNES</b>					
51320	94030	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD REFUND FOR MARCH CLOSURE	105.00
<b>Vendor 1931 - CINDY NUNES Total:</b>					<b>105.00</b>
<b>Vendor: CIT08 - CITY MECHANICAL, INC</b>					
64421	94141	05/29/2020	100-231-42108	MAINTENANCE- FIRE STATION 74	2,464.35
<b>Vendor CIT08 - CITY MECHANICAL, INC Total:</b>					<b>2,464.35</b>
<b>Vendor: COM20 - COMCAST</b>					
MAY 01 20-3450	94031	05/22/2020	215-341-43101	I-80 MOBILITY PROJECT 5/05- 6/04/20	236.24
MAY 09 20-3131	94031	05/22/2020	100-231-43105	COMCAST BUSINESS 5/14- 6/13/20- FIRE	5.33

## WARRANT LISTING

Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 14 20-0875	94142	05/29/2020	100-117-43105	COMCAST BUSINESS 5/19-6/18/20	29.88
MAY 16 20-0511	94142	05/29/2020	100-221-42514	COMCAST BUSINESS 5/21-6/20/20	176.20
Vendor COM20 - COMCAST Total:					447.65
Vendor: 1817 - CONSTANCE THORSNES					
50520	94032	05/22/2020	209-553-36401	TINTY TOTS CLASSES CANCELED SHELTER IN PLACE	252.00
Vendor 1817 - CONSTANCE THORSNES Total:					252.00
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
703054	94033	05/22/2020	100-343-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES MARCH 20	10,342.95
703054	94033	05/22/2020	310-347-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES MARCH 20	156.26
703054	94033	05/22/2020	310-348-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES MARCH 20	459.78
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					10,958.99
Vendor: 1928 - CRYSTAL MOSQUEDA					
51320	94034	05/22/2020	209-553-36401	TINTY TOTS HOUSEHOLD CREDIT FOR MARCH CLOSURE	122.10
Vendor 1928 - CRYSTAL MOSQUEDA Total:					122.10
Vendor: CRE04 - CSI ERGONOMIC FURNITURE, INC					
25217	94035	05/22/2020	100-221-42514	SUPPLIES- PD	3,145.18
Vendor CRE04 - CSI ERGONOMIC FURNITURE, INC Total:					3,145.18
Vendor: D&L01 - D&L SUPPLY COMPANY INC.					
0000100665	94036	05/22/2020	500-642-42108	PARTS/TOOLS- TP	1,230.47
Vendor D&L01 - D&L SUPPLY COMPANY INC. Total:					1,230.47
Vendor: 1361 - DALE BLUME					
52620	94143	05/29/2020	100-231-42302	REIMBURSEMENT FOR TRAINING	323.13
52620	94143	05/29/2020	100-231-42303	REIMBURSEMENT FOR TRAINING	59.46
Vendor 1361 - DALE BLUME Total:					382.59
Vendor: COO13 - DANA COOK					
JUNE 2020	94037	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	353.28
Vendor COO13 - DANA COOK Total:					353.28
Vendor: 1840 - DANIELLE COREY					
50520	94038	05/22/2020	209-553-36401	TINTY TOTS MAY CLASSES CANCELED SHELTER IN PLACE	162.00
Vendor 1840 - DANIELLE COREY Total:					162.00
Vendor: 1927 - DANIELLE MCLAREN					
51320	94039	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	105.00
Vendor 1927 - DANIELLE MCLAREN Total:					105.00
Vendor: HUG01 - DANNY HUGHES					
JUNE 2020	94040	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HUG01 - DANNY HUGHES Total:					0.48
Vendor: 1849 - DEANA PEREZ					
51320	94041	05/22/2020	209-553-36401	TINTY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	101.65
Vendor 1849 - DEANA PEREZ Total:					101.65

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1944 - DIANA SHANKAR</b>					
50520	94042	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT FOR APRIL CLOSURE	211.48
<b>Vendor 1944 - DIANA SHANKAR Total:</b>					<b>211.48</b>
<b>Vendor: 1956 - DIANE CORBIN</b>					
51320	94043	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1956 - DIANE CORBIN Total:</b>					<b>74.00</b>
<b>Vendor: 1443 - DIESEL DIRECT WEST, INC.</b>					
83546037	94044	05/22/2020	100-10601	GASOLINE FOR CORP YARD	764.98
83546072	94044	05/22/2020	100-10602	DIESEL FOR FIRE STATION	210.11
83578085	94044	05/22/2020	100-10601	GASOLINE FOR CORP YARD	1,170.73
83578125	94144	05/29/2020	100-10602	DIESEL FOR FIRE STATION	249.13
83586454	94144	05/29/2020	100-10601	GASOLINE FOR THE CORP YARD	1,290.86
<b>Vendor 1443 - DIESEL DIRECT WEST, INC. Total:</b>					<b>3,685.81</b>
<b>Vendor: EBM01 - EBMUD</b>					
39199-51820	94145	05/29/2020	500-642-43102	05005 HYDRAND PERMIT- CONSTRUCTION	637.87
<b>Vendor EBM01 - EBMUD Total:</b>					<b>637.87</b>
<b>Vendor: 1937 - EDITH BENAVIDES</b>					
51320	94045	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT FOR MARCH CLOSURE	25.48
<b>Vendor 1937 - EDITH BENAVIDES Total:</b>					<b>25.48</b>
<b>Vendor: 1957 - ELIZABETH WESTOVER</b>					
51220	94046	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1957 - ELIZABETH WESTOVER Total:</b>					<b>74.00</b>
<b>Vendor: 1932 - EMERSON SALES</b>					
51320	94047	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT FOR MARCH CLOSURE	60.00
<b>Vendor 1932 - EMERSON SALES Total:</b>					<b>60.00</b>
<b>Vendor: 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES</b>					
937065	94048	05/22/2020	500-641-44305	LAB SUPPLIES- TP	211.96
<b>Vendor 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES Total:</b>					<b>211.96</b>
<b>Vendor: 1934 - ERIC VOSSBRINK</b>					
51320	94049	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT FOR MARCH CLOSURE	105.00
<b>Vendor 1934 - ERIC VOSSBRINK Total:</b>					<b>105.00</b>
<b>Vendor: 1906 - EVELYN LINTEO</b>					
51320	94050	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1906 - EVELYN LINTEO Total:</b>					<b>37.00</b>
<b>Vendor: 1633 - EVO EMERGENCY VEHICLE OUTFITTERS</b>					
117689	94146	05/29/2020	105-231-47104	PINOLE FIRE DEPARTMENT DECAL	263.68
<b>Vendor 1633 - EVO EMERGENCY VEHICLE OUTFITTERS Total:</b>					<b>263.68</b>
<b>Vendor: FIS01 - FISHER SCIENTIFIC</b>					
8109541	94051	05/22/2020	500-641-44305	SUPPLIES- TP	394.61
8715892	94147	05/29/2020	500-641-44305	PARTS/SUPPLIES- TP	139.52
8793626	94147	05/29/2020	500-641-44305	PARTS/SUPPLIES- TP	176.89
<b>Vendor FIS01 - FISHER SCIENTIFIC Total:</b>					<b>711.02</b>
<b>Vendor: FOR02 - FORENSIC SERVICES DIVISION</b>					
PINPD-2004	94148	05/29/2020	100-222-42101	ALCOHOL/DNA/TOXICOLOGY ANALYSIS- PD	2,327.50
PIPD-120	94052	05/22/2020	100-221-42101	BLOOD WITHDRAWAL- PD	678.72
<b>Vendor FOR02 - FORENSIC SERVICES DIVISION Total:</b>					<b>3,006.22</b>



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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1958 - FRAN TREAS</b>					
51220	94053	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1958 - FRAN TREAS Total:</b>					<b>74.00</b>
<b>Vendor: 1959 - GLENDA REID</b>					
51220	94054	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1959 - GLENDA REID Total:</b>					<b>74.00</b>
<b>Vendor: GRA03 - GRAINGER</b>					
9519639802	94149	05/29/2020	500-641-42107	SUPPLIES- TP	335.83
9520724577	94149	05/29/2020	500-641-42107	SUPPLIES- TP	53.34
9521608761	94149	05/29/2020	500-641-42107	SUPPLIES- TP	22.56
9521608779	94149	05/29/2020	500-641-42107	SUPPLIES- TP	69.25
9521887449	94149	05/29/2020	500-641-42107	SUPPLIES- TP	368.13
<b>Vendor GRA03 - GRAINGER Total:</b>					<b>849.11</b>
<b>Vendor: 1816 - GRISELDA BLACKBURN</b>					
50520	94055	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO SHELTER IN PLACE	252.00
<b>Vendor 1816 - GRISELDA BLACKBURN Total:</b>					<b>252.00</b>
<b>Vendor: HAC01 - HACH COMPANY</b>					
11901086	94056	05/22/2020	500-641-44305	LAB SUPPLIES-TP	1,128.00
11933290	94056	05/22/2020	500-641-44305	LAB SUPPLIES-TP	1,448.59
<b>Vendor HAC01 - HACH COMPANY Total:</b>					<b>2,576.59</b>
<b>Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC</b>					
006L7494	94057	05/22/2020	500-641-42107	TOOLS/PARTS- TP	103.39
<b>Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:</b>					<b>103.39</b>
<b>Vendor: 1040 - HEATHER BARRETT</b>					
51320	94058	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREIDT MARCH CLOSURE	60.00
<b>Vendor 1040 - HEATHER BARRETT Total:</b>					<b>60.00</b>
<b>Vendor: 1960 - HELEN CARDOZA</b>					
51220	94059	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1960 - HELEN CARDOZA Total:</b>					<b>37.00</b>
<b>Vendor: IMA01 - IMAGE SALES, INC.</b>					
0068273-IN	94060	05/22/2020	100-222-42201	ID CARDS/BADGES- PD	69.93
<b>Vendor IMA01 - IMAGE SALES, INC. Total:</b>					<b>69.93</b>
<b>Vendor: 1961 - IRENE JACKSON</b>					
51220	94061	05/22/2020	209-552-36412	CASINO RIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1961 - IRENE JACKSON Total:</b>					<b>74.00</b>
<b>Vendor: 1923 - ISSA CUELLAR</b>					
51320	94062	05/22/2020	209-552-36401	TINTY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	105.00
<b>Vendor 1923 - ISSA CUELLAR Total:</b>					<b>105.00</b>
<b>Vendor: JWE01 - J. W. ENTERPRISES - NORTH</b>					
223365	94063	05/22/2020	100-117-42511	PORTABLE TOILET RENTAL	137.70
<b>Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:</b>					<b>137.70</b>
<b>Vendor: MEL05 - JAMES MELVIN</b>					
JUNE 2020	94064	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	138.60
<b>Vendor MEL05 - JAMES MELVIN Total:</b>					<b>138.60</b>
<b>Vendor: PAR01 - JAMES PARROTT</b>					
JUNE 2020	94065	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
<b>Vendor PAR01 - JAMES PARROTT Total:</b>					<b>0.24</b>

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Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1948 - JAQUELINE PEDROSA</b>					
50520	94066	05/22/2020	209-553-36401	TINY TOTS REFUND MAY CLASSES CANCELED FOR CLOSURE	293.00
<b>Vendor 1948 - JAQUELINE PEDROSA Total:</b>					<b>293.00</b>
<b>Vendor: 1924 - JENNA DEL POZO</b>					
51320	94067	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	122.10
<b>Vendor 1924 - JENNA DEL POZO Total:</b>					<b>122.10</b>
<b>Vendor: 1929 - JENNA MERKEL</b>					
51320	94068	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	105.00
<b>Vendor 1929 - JENNA MERKEL Total:</b>					<b>105.00</b>
<b>Vendor: 1939 - JENNIFER FORD</b>					
51320	94069	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	70.48
<b>Vendor 1939 - JENNIFER FORD Total:</b>					<b>70.48</b>
<b>Vendor: 1926 - JENNY MCELROY</b>					
51320	94070	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	105.00
<b>Vendor 1926 - JENNY MCELROY Total:</b>					<b>105.00</b>
<b>Vendor: 1941 - JENNY RODAS</b>					
51320	94071	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	70.48
<b>Vendor 1941 - JENNY RODAS Total:</b>					<b>70.48</b>
<b>Vendor: 1918 - JESSE TJALSMA</b>					
51320	94072	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	101.65
<b>Vendor 1918 - JESSE TJALSMA Total:</b>					<b>101.65</b>
<b>Vendor: 1962 - JEWEL DILES-HOUSTON</b>					
51520	94073	05/22/2020	209-552-36412	CASINO RIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1962 - JEWEL DILES-HOUSTON Total:</b>					<b>37.00</b>
<b>Vendor: 1963 - JODY MCCOY</b>					
51220	94074	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1963 - JODY MCCOY Total:</b>					<b>37.00</b>
<b>Vendor: HAR29 - JOHN HARDESTER</b>					
JUNE 2020	94075	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
<b>Vendor HAR29 - JOHN HARDESTER Total:</b>					<b>0.48</b>
<b>Vendor: 1946 - JUDITH FRANGQUIST</b>					
50620	94076	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCEL FOR CLOSURE	282.00
<b>Vendor 1946 - JUDITH FRANGQUIST Total:</b>					<b>282.00</b>
<b>Vendor: MIS01 - JULIAN MISRA</b>					
JUNE 2020	94077	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	376.00
<b>Vendor MIS01 - JULIAN MISRA Total:</b>					<b>376.00</b>
<b>Vendor: 1964 - KASSANDRA SPRATT</b>					
51520	94078	05/22/2020	209-552-36412	CASINO RIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1964 - KASSANDRA SPRATT Total:</b>					<b>37.00</b>

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Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: KEL09 - KELLER CANYON LANDFILL</b>					
4212-000028936-02	94079	05/22/2020	500-641-44302	SLUDGE TO LANDFILL- TP	4,892.72
4212-000029138	94150	05/29/2020	500-641-44302	SLUDGE TO LANDFILL- TP	4,605.89
<b>Vendor KEL09 - KELLER CANYON LANDFILL Total:</b>					<b>9,498.61</b>
<b>Vendor: COP02 - KENETH COPPO</b>					
JUNE 2020	94080	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1,204.19
<b>Vendor COP02 - KENETH COPPO Total:</b>					<b>1,204.19</b>
<b>Vendor: 1915 - KIM FONG</b>					
51320	94081	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	87.10
<b>Vendor 1915 - KIM FONG Total:</b>					<b>87.10</b>
<b>Vendor: 1935 - KRISTEN WILLIAMS</b>					
51320	94082	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	122.10
<b>Vendor 1935 - KRISTEN WILLIAMS Total:</b>					<b>122.10</b>
<b>Vendor: KUB00 - KUBWATER RESOURCES, INC.</b>					
9542	94151	05/29/2020	500-641-44303	ZETAG TOTE- TP	11,464.71
9546	94151	05/29/2020	500-641-44303	ZETAG TOTE- TP	4,208.20
<b>Vendor KUB00 - KUBWATER RESOURCES, INC. Total:</b>					<b>15,672.91</b>
<b>Vendor: 1945 - KYLE BERRY</b>					
51320	94083	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED FOR CLOSURE	211.48
<b>Vendor 1945 - KYLE BERRY Total:</b>					<b>211.48</b>
<b>Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY</b>					
S2107662.001	94084	05/22/2020	100-343-42108	SUPPLIES- PW	632.27
<b>Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:</b>					<b>632.27</b>
<b>Vendor: 1920 - LILA TULADHAR</b>					
51320	94085	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	87.10
<b>Vendor 1920 - LILA TULADHAR Total:</b>					<b>87.10</b>
<b>Vendor: BRU10 - LINDA BRUNS</b>					
JUNE 2020	94086	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	102.17
<b>Vendor BRU10 - LINDA BRUNS Total:</b>					<b>102.17</b>
<b>Vendor: 1965 - LORRAINE NICHOLS</b>					
51220	94087	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1965 - LORRAINE NICHOLS Total:</b>					<b>37.00</b>
<b>Vendor: 1841 - LYNDSSEE CUARTERO</b>					
50520	94088	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED FOR CLOSURE	141.00
<b>Vendor 1841 - LYNDSSEE CUARTERO Total:</b>					<b>141.00</b>
<b>Vendor: 1966 - LYNETTE LINDSEY</b>					
51220	94089	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1966 - LYNETTE LINDSEY Total:</b>					<b>37.00</b>
<b>Vendor: 1967 - MACHERYL FRANKLIN</b>					
51320	94090	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1967 - MACHERYL FRANKLIN Total:</b>					<b>37.00</b>

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1848 - MANWINDER SINGH</b>					
51320	94091	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	105.00
<b>Vendor 1848 - MANWINDER SINGH Total:</b>					<b>105.00</b>
<b>Vendor: DEA08 - MARGE DEAN</b>					
51220	94092	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor DEA08 - MARGE DEAN Total:</b>					<b>37.00</b>
<b>Vendor: 1835 - MARIA ALVARADO-GARCIA</b>					
50520	94093	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO CLOSURE	162.00
<b>Vendor 1835 - MARIA ALVARADO-GARCIA Total:</b>					<b>162.00</b>
<b>Vendor: MAT21 - MARIA MATA</b>					
50520	94094	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO CLOSURE	141.00
<b>Vendor MAT21 - MARIA MATA Total:</b>					<b>141.00</b>
<b>Vendor: 1968 - MARTA SENCIAL</b>					
51320	94095	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1968 - MARTA SENCIAL Total:</b>					<b>37.00</b>
<b>Vendor: 1114 - MARY DIGIOVANNI</b>					
51220	94096	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1114 - MARY DIGIOVANNI Total:</b>					<b>37.00</b>
<b>Vendor: DRA01 - MARY DRAZBA</b>					
JUNE 2020	94097	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	201.46
<b>Vendor DRA01 - MARY DRAZBA Total:</b>					<b>201.46</b>
<b>Vendor: 1969 - MARY FRANCO</b>					
51520	94098	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1969 - MARY FRANCO Total:</b>					<b>37.00</b>
<b>Vendor: ROB21 - MARY ROBERTS</b>					
JUNE 2020	94099	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	320.70
<b>Vendor ROB21 - MARY ROBERTS Total:</b>					<b>320.70</b>
<b>Vendor: 1947 - MATTHEW SOBY</b>					
50520	94100	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO CLOSURE	415.10
<b>Vendor 1947 - MATTHEW SOBY Total:</b>					<b>415.10</b>
<b>Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.</b>					
38628073	94152	05/29/2020	500-641-42107	PARTS/TOOLS- TP	160.44
38667664	94101	05/22/2020	500-641-42107	EQUIPMENT MAINTENANCE- TP	224.11
<b>Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:</b>					<b>384.55</b>
<b>Vendor: 1173 - MELANIE NORTON</b>					
51320	94102	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1173 - MELANIE NORTON Total:</b>					<b>37.00</b>
<b>Vendor: 1831 - MELANIE PEREZ</b>					
50520	94103	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO CLOSURE	252.00
<b>Vendor 1831 - MELANIE PEREZ Total:</b>					<b>252.00</b>
<b>Vendor: 1115 - MICHELLE FITZER</b>					
JUNE 2020	94104	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	36.49

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JUNE 2020-02	94104	05/22/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	202.40
<b>Vendor 1115 - MICHELLE FITZER Total:</b>					<b>238.89</b>
<b>Vendor: ROG02 - MILES ROGERS</b>					
JUNE 2020	94105	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	204.34
<b>Vendor ROG02 - MILES ROGERS Total:</b>					<b>204.34</b>
<b>Vendor: 1971 - MONICA KEYS</b>					
51520	94106	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1971 - MONICA KEYS Total:</b>					<b>37.00</b>
<b>Vendor: 1972 - NADINE GRAHAM</b>					
51320	94107	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1972 - NADINE GRAHAM Total:</b>					<b>37.00</b>
<b>Vendor: 1839 - NANCY SVENSSON</b>					
51820	94108	05/22/2020	209-553-36401	TINY TOTS MAYCLASES CANCEL DUE TO SHELTER IN PLACE	162.00
<b>Vendor 1839 - NANCY SVENSSON Total:</b>					<b>162.00</b>
<b>Vendor: 1838 - NGUYEN PORTER</b>					
50520	94109	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO CLOSURE	141.00
<b>Vendor 1838 - NGUYEN PORTER Total:</b>					<b>141.00</b>
<b>Vendor: 1388 - ODIN SYSTEMS, INC.</b>					
1602	94110	05/22/2020	106-221-47101	MANUFACTURING/ASSEMBLY/TESTING HARDWARE- PD	35,490.00
<b>Vendor 1388 - ODIN SYSTEMS, INC. Total:</b>					<b>35,490.00</b>
<b>Vendor: PAC41 - PACIFIC ECORISK</b>					
16480	94153	05/29/2020	500-641-44305	NPDES TOXICITY TESTING- TP	1,046.00
<b>Vendor PAC41 - PACIFIC ECORISK Total:</b>					<b>1,046.00</b>
<b>Vendor: ATH02 - PATRICIA ATHENOUR</b>					
JUNE 2020	94111	05/22/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	144.60
<b>Vendor ATH02 - PATRICIA ATHENOUR Total:</b>					<b>144.60</b>
<b>Vendor: CLA17 - PAUL CLANCY</b>					
JUNE 2020	94112	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	401.13
<b>Vendor CLA17 - PAUL CLANCY Total:</b>					<b>401.13</b>
<b>Vendor: 1936 - PAULO ABREU</b>					
50520	94113	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO SHELTER IN PLACE	293.00
51320	94113	05/22/2020	209-553-36401	TINY TOTS CLASSES CANCELED DUE TO SHELTER IN PLACE	77.10
<b>Vendor 1936 - PAULO ABREU Total:</b>					<b>370.10</b>
<b>Vendor: PGE01 - PG&amp;E</b>					
MAY 04 20-0887	94114	05/22/2020	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	68.83
MAY 04 20-2182	94114	05/22/2020	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	65.80
MAY 07 20-3834	94114	05/22/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	66.51
MAY 10 20-1801	94114	05/22/2020	209-553-43103	2454 SIMAS AVE REC CTR & POOL	34.83
MAY 12 20-0498	94154	05/29/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	319.55
MAY 12 20-4157	94154	05/29/2020	100-222-43103	809 CITY HALL	13.25
MAY 13 20-0883	94154	05/29/2020	100-222-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	744.44

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Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 13 20-0883	94154	05/29/2020	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	148.89
MAY 13 20-0883	94154	05/29/2020	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	595.55
MAY 13 20-1156	94154	05/29/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	28.02
MAY 13 20-1156	94154	05/29/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	42.02
MAY 13 20-1462	94154	05/29/2020	209-552-43103	2500 CHARLES ST SENIOR CENTER	100.22
MAY 13 20-3029	94154	05/29/2020	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	53.15
MAY 13 20-7186	94154	05/29/2020	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	7.85
MAY 13 20-8716	94154	05/29/2020	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,298.32
MAY 18 20-0217	94154	05/29/2020	100-345-43103	TENNENT & PARK ST CLUB HOUSE	15.25
MAY 18 20-0813	94154	05/29/2020	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	47.51
MAY 18 20-0923	94154	05/29/2020	100-110-43103	2131 PEAR ST	75.42
MAY 18 20-0923	94154	05/29/2020	100-111-43103	2131 PEAR ST	99.23
MAY 18 20-0923	94154	05/29/2020	100-112-43103	2131 PEAR ST	109.16
MAY 18 20-0923	94154	05/29/2020	100-115-43103	2131 PEAR ST	271.90
MAY 18 20-0923	94154	05/29/2020	100-116-43103	2131 PEAR ST	79.39
MAY 18 20-0923	94154	05/29/2020	100-117-43103	2131 PEAR ST	883.18
MAY 18 20-0923	94154	05/29/2020	100-343-43103	2131 PEAR ST	1,645.30
MAY 18 20-0923	94154	05/29/2020	200-342-43103	2131 PEAR ST	287.78
MAY 18 20-0923	94154	05/29/2020	212-461-43103	2131 PEAR ST	119.08
MAY 18 20-0923	94154	05/29/2020	212-462-43103	2131 PEAR ST	299.69
MAY 18 20-0923	94154	05/29/2020	285-464-43103	2131 PEAR ST	99.23
MAY 18 20-2506	94154	05/29/2020	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	39.65
MAY 18 20-2969	94154	05/29/2020	201-343-43103	600 Tennent Ave-Blackies Storage	19.04
MAY 18 20-3537	94154	05/29/2020	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	69.86
MAY 18 20-3850	94154	05/29/2020	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	132.69
MAY 18 20-3914	94154	05/29/2020	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	85.88
MAY 18 20-4065	94154	05/29/2020	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	139.75
MAY 18 20-4368	94154	05/29/2020	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	113.35
MAY 18 20-4612	94154	05/29/2020	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	38.27
MAY 18 20-5137	94154	05/29/2020	209-557-43103	2450 SIMAS AVE SWIM CTR	79.35
MAY 18 20-5274	94154	05/29/2020	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	45.17
MAY 18 20-6969	94154	05/29/2020	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	74.16
may 18 20-7509	94154	05/29/2020	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	52.54
MAY 18 20-7964	94154	05/29/2020	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.28
MAY 18 20-9985	94154	05/29/2020	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	131.60
				<b>Vendor PGE01 - PG&amp;E Total:</b>	<b>9,650.94</b>
<b>Vendor: 1980 - PRINTWELL PRESS/CREATIVE PRINTING INC</b>					
97292	94156	05/29/2020	100-231-44410	SAFETY CLOTHING- FIRE	1,894.35
				<b>Vendor 1980 - PRINTWELL PRESS/CREATIVE PRINTING INC Total:</b>	<b>1,894.35</b>

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: PRO18 - PROTECTION 1 / ADT</b>					
MAY 20-0999	94115	05/22/2020	209-553-42108	TINY TOTS ALARM MONITORING SVCS	78.45
<b>Vendor PRO18 - PROTECTION 1 / ADT Total:</b>					<b>78.45</b>
<b>Vendor: RIC06 - RICHMOND BLUEPRINT &amp; LITHO CO INC</b>					
6324	94116	05/22/2020	212-462-34214	PRINTING SERVICESF- PLANNING	119.08
<b>Vendor RIC06 - RICHMOND BLUEPRINT &amp; LITHO CO INC Total:</b>					<b>119.08</b>
<b>Vendor: MIL06 - ROBERT MILLER</b>					
51820	94117	05/22/2020	100-345-42108	REIMBURSEMENT FOR LAUNDRY FAUCET+DRAIN	152.47
<b>Vendor MIL06 - ROBERT MILLER Total:</b>					<b>152.47</b>
<b>Vendor: 1973 - ROBIN RABER-LUNA</b>					
51220	94118	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	74.00
<b>Vendor 1973 - ROBIN RABER-LUNA Total:</b>					<b>74.00</b>
<b>Vendor: 1866 - ROZAFELLE DE LA CRUZ</b>					
50520	94119	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	162.00
51320	94119	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	81.00
<b>Vendor 1866 - ROZAFELLE DE LA CRUZ Total:</b>					<b>243.00</b>
<b>Vendor: ROS08 - RSG, INC.</b>					
1006094	94120	05/22/2020	285-464-42101	COMPLIANCE MONITORING- YEAR 3	76.25
<b>Vendor ROS08 - RSG, INC. Total:</b>					<b>76.25</b>
<b>Vendor: 1833 - SANDERS DELARA</b>					
50520	94121	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	209.00
<b>Vendor 1833 - SANDERS DELARA Total:</b>					<b>209.00</b>
<b>Vendor: 1837 - SARAH PASSAGE</b>					
50520	94122	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	141.00
<b>Vendor 1837 - SARAH PASSAGE Total:</b>					<b>141.00</b>
<b>Vendor: 1921 - SHANNON MUNSON</b>					
51320	94123	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	56.65
<b>Vendor 1921 - SHANNON MUNSON Total:</b>					<b>56.65</b>
<b>Vendor: 1976 - SIMONE SCHELL</b>					
51320	94124	05/22/2020	209-553-36401	TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	121.98
<b>Vendor 1976 - SIMONE SCHELL Total:</b>					<b>121.98</b>
<b>Vendor: 1914 - SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT</b>					
050520	94125	05/22/2020	100-231-42301	TRAINING REGISTRATION SPRING 2020	125.00
<b>Vendor 1914 - SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT Total:</b>					<b>125.00</b>
<b>Vendor: SON08 - SONSRAY MACHINERY, LLC.</b>					
P13679-12	94157	05/29/2020	100-345-42107	PARTS/TOOLS- PW	564.99
P13684-12	94157	05/29/2020	100-345-42107	PARTS/TOOLS- PW	442.85
<b>Vendor SON08 - SONSRAY MACHINERY, LLC. Total:</b>					<b>1,007.84</b>
<b>Vendor: SQU00 - SQUARE DEAL GARAGE</b>					
31436	94126	05/22/2020	100-221-42101	VEHICLE MAINTENANCE- PD	587.78
31472	94126	05/22/2020	100-343-42107	VEHICLE MAINTENANCE- PW	292.59
31542	94158	05/29/2020	100-221-42107	VEHICLE MAINTENANCE- PD	67.50
31570	94158	05/29/2020	100-221-42107	VEHICLE MAINTENANCE- PD	67.50
<b>Vendor SQU00 - SQUARE DEAL GARAGE Total:</b>					<b>1,015.37</b>



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Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1974 - SUSAN COATS</b>					
51220	94127	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
<b>Vendor 1974 - SUSAN COATS Total:</b>					<b>37.00</b>
<b>Vendor: 1302 - TAMARA MOAFANUA</b>					
51320	94128	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	105.00
<b>Vendor 1302 - TAMARA MOAFANUA Total:</b>					<b>105.00</b>
<b>Vendor: KRI01 - TERRI KRIEGER</b>					
JUNE 2020	94129	05/22/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
<b>Vendor KRI01 - TERRI KRIEGER Total:</b>					<b>0.24</b>
<b>Vendor: 1819 - TIFFANY WIBUNSIN</b>					
50520	94130	05/22/2020	209-553-36401	REFUND TINY TOTS CLASSES CANCELED DUE TO SHELTER	252.00
<b>Vendor 1819 - TIFFANY WIBUNSIN Total:</b>					<b>252.00</b>
<b>Vendor: 1919 - TOAN TRAN</b>					
51320	94131	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	87.10
<b>Vendor 1919 - TOAN TRAN Total:</b>					<b>87.10</b>
<b>Vendor: UNI38 - UNIVAR USA INC</b>					
48587803	94159	05/29/2020	500-641-44303	CHEMICALS- TP	3,626.67
48590276	94159	05/29/2020	500-641-44303	CHEMICALS- TP	6,156.83
48595191	94159	05/29/2020	500-641-44303	CHEMICALS- TP	3,684.10
<b>Vendor UNI38 - UNIVAR USA INC Total:</b>					<b>13,467.60</b>
<b>Vendor: UNI07 - UNIVERSAL BUILDING SVCS.</b>					
253580	94132	05/22/2020	100-221-42108	SANITARY SUPPLIES- PD	198.26
254873-1	94132	05/22/2020	100-231-42108	SANITARY SUPPLIES- FIRE	43.92
254879	94132	05/22/2020	100-343-42108	SANITARY SUPPLIES- CORP YARD	18.03
255466	94132	05/22/2020	100-343-42108	SANITARY SUPPLIES- CORP YARD	392.58
255610	94160	05/29/2020	100-221-42108	JANITORIAL SUPPLIES-PD	278.18
<b>Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:</b>					<b>930.97</b>
<b>Vendor: 1943 - VALERIE WILLIAMS</b>					
51320	94133	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	70.48
<b>Vendor 1943 - VALERIE WILLIAMS Total:</b>					<b>70.48</b>
<b>Vendor: 1925 - VANESSA SCHELL</b>					
51320	94134	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	77.10
<b>Vendor 1925 - VANESSA SCHELL Total:</b>					<b>77.10</b>
<b>Vendor: VIS01 - VISION SERVICE PLAN</b>					
809434878	94161	05/29/2020	100-110-41003	VISION PREMIUMS FOR JUNE 20	74.44
809434878	94161	05/29/2020	100-111-41001	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	100-112-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	100-113-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	100-115-41003	VISION PREMIUMS FOR JUNE 20	55.83
809434878	94161	05/29/2020	100-116-41003	VISION PREMIUMS FOR JUNE 20	37.22
809434878	94161	05/29/2020	100-117-41003	VISION PREMIUMS FOR JUNE 20	18.61

## WARRANT LISTING

Payment Dates: 05/16/2020 - 05/29/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
809434878	94161	05/29/2020	100-221-41003	VISION PREMIUMS FOR JUNE 20	353.59
809434878	94161	05/29/2020	100-222-41003	VISION PREMIUMS FOR JUNE 20	55.83
809434878	94161	05/29/2020	100-223-41003	VISION PREMIUMS FOR JUNE 20	223.32
809434878	94161	05/29/2020	100-231-41003	VISION PREMIUMS FOR JUNE 20	204.71
809434878	94161	05/29/2020	100-341-41003	VISION PREMIUMS FOR JUNE 20	74.44
809434878	94161	05/29/2020	100-343-41003	VISION PREMIUMS FOR JUNE 20	130.27
809434878	94161	05/29/2020	100-465-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	105-221-41003	VISION PREMIUMS FOR JUNE 20	111.66
809434878	94161	05/29/2020	105-231-40101	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	106-222-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	106-231-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	209-551-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	209-552-41003	VISION PREMIUMS FOR JUNE 20	37.22
809434878	94161	05/29/2020	209-554-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	212-462-41003	VISION PREMIUMS FOR JUNE 20	18.61
809434878	94161	05/29/2020	212-462-41003	VISION PREMIUMS FOR JUNE 20	37.22
809434878	94161	05/29/2020	500-641-41003	VISION PREMIUMS FOR JUNE 20	186.10
809434878	94161	05/29/2020	500-642-41003	VISION PREMIUMS FOR JUNE 20	55.83
809434878	94161	05/29/2020	505-119-41003	VISION PREMIUMS FOR JUNE 20	37.22
809434878	94161	05/29/2020	998-20106	VISION PREMIUMS FOR JUNE 20	18.61
Vendor VIS01 - VISION SERVICE PLAN Total:					1,898.22
Vendor: 1978 - WIN-911 SOFTWARE					
218XT440-2020427	94135	05/22/2020	500-641-42107	ANNUAL MAINTENANCE- TP	990.00
Vendor 1978 - WIN-911 SOFTWARE Total:					990.00
Vendor: 1975 - WINONA LEAL					
51220	94136	05/22/2020	209-552-36412	CASINO TRIP 3/17 CANCELED DUE TO SHELTER IN PLACE	37.00
Vendor 1975 - WINONA LEAL Total:					37.00
Vendor: 1917 - ZOHRA GANA					
51320	94137	05/22/2020	209-553-36401	REFUND TINY TOTS HOUSEHOLD CREDIT MARCH CLOSURE	87.10
Vendor 1917 - ZOHRA GANA Total:					87.10
Grand Total:					185,906.96

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	80,103.52
105 - Measure S -2006	393.95
106 - MEASURE S-2014	35,527.22
200 - Gas Tax Fund	635.81
201 - Restricted Real Estate Maintenance Fund	308.24
209 - Recreation Fund	10,444.36
212 - Building & Planning	593.68
215 - Measure C and J Fund	275.89
285 - Housing Land Held for Resale	175.48
310 - Lighting & Landscape Districts	626.32
500 - Sewer Enterprise Fund	56,724.64
505 - Cable Access TV	79.24
998 - Payroll Clearing	18.61
<b>Grand Total:</b>	<b>185,906.96</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	3,226.57
100-10602	Gas Tanks/Fire Station	459.24
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-43103	Utilities/Electricity &	75.42
100-111-41001	Emp Benefits/Medical-	18.61
100-111-43103	Utilities/Electricity &	99.23
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-43103	Utilities/Electricity &	109.16
100-113-41003	Emp Benefits/Vision Care	18.61
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional	18,393.75
100-115-43103	Utilities/Electricity &	271.90
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-43103	Utilities/Electricity &	79.39
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41101	Retiree Benefits/Medical-	3,781.22
100-117-42511	Admin Exp/Equipment	137.70
100-117-43103	Utilities/Electricity &	883.18
100-117-43105	Utilities/Cable	29.88
100-221-41003	Emp Benefits/Vision Care	353.59
100-221-42101	Prof Svcs/Professional	1,266.50
100-221-42107	Prof Svcs/Equipment	135.00
100-221-42108	Prof Svcs/Building-	476.44
100-221-42514	Admin Exp/Special Depart	3,833.15
100-221-44410	Safety Clothing	31.57
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional	2,327.50
100-222-42201	Office Expense	243.57
100-222-43103	Utilities/Electricity &	757.69
100-223-41003	Emp Benefits/Vision Care	223.32
100-223-43103	Utilities/Electricity &	148.89
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-42101	Prof Svcs/Professional	18,480.00
100-231-42104	Prof Svcs/Paramedic	2,509.65
100-231-42108	Prof Svcs/Building-	2,508.27
100-231-42301	Travel & Training/Conf-	125.00
100-231-42302	Travel & Training/Mileage,	323.13
100-231-42303	Travel & Training/Meal	59.46
100-231-43103	Utilities/Electricity &	981.61
100-231-43105	Utilities/Cable	5.33

## Account Summary

Account Number	Account Name	Payment Amount
100-231-44410	Safety Clothing	1,894.35
100-341-41003	Emp Benefits/Vision Care	74.44
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42101	Prof Svcs/Professional	10,342.95
100-343-42107	Prof Svcs/Equipment	292.59
100-343-42108	Prof Svcs/Building-	1,296.01
100-343-43103	Utilities/Electricity &	1,715.16
100-343-44410	Safety Clothing	53.08
100-345-42107	Prof Svcs/Equipment	1,007.84
100-345-42108	Prof Svcs/Building-	152.47
100-345-43103	Utilities/Electricity &	286.97
100-465-41003	Emp Benefits/Vision Care	18.61
105-221-41003	Emp Benefits/Vision Care	111.66
105-231-40101	Salary & Wages/Full Time	18.61
105-231-47104	FF&E/Vehicles	263.68
106-221-47101	FF&E/Equipment	35,490.00
106-222-41003	Emp Benefits/Vision Care	18.61
106-231-41003	Emp Benefits/Vision Care	18.61
200-342-43103	Utilities/Electricity &	635.81
201-343-43103	Utilities/Electricity &	308.24
209-551-41003	Emp Benefits/Vision Care	18.61
209-552-36401	Recreation Chg/Program	105.00
209-552-36412	Recreation Chg/Travel	1,554.00
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-43103	Utilities/Electricity &	100.22
209-552-43804	Program Cost/Food	160.79
209-552-43807	Program Cost/Fundraising	-142.55
209-552-43811	Program Cost/Supplies	244.53
209-553-36401	Recreation Chg/Program	7,804.52
209-553-42108	Prof Svcs/Building-	115.14
209-553-43103	Utilities/Electricity &	34.83
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-42108	Prof Svcs/Building-	138.47
209-554-43103	Utilities/Electricity &	28.02
209-557-43103	Utilities/Electricity &	79.35
209-558-43103	Utilities/Electricity &	7.85
209-559-43103	Utilities/Electricity &	139.75
212-461-43103	Utilities/Electricity &	119.08
212-462-34214	Fees/Photocopy Fee	119.08
212-462-41003	Emp Benefits/Vision Care	55.83
212-462-43103	Utilities/Electricity &	299.69
215-341-43101	Utilities/Telephone	236.24
215-341-43103	Utilities/Electricity &	39.65
285-464-42101	Prof Svcs/Professional	76.25
285-464-43103	Utilities/Electricity &	99.23
310-347-42101	Prof Svcs/Professional	156.26
310-348-42101	Prof Svcs/Professional	459.78
310-348-43103	Utilities/Electricity &	10.28
500-641-41003	Emp Benefits/Vision Care	186.10
500-641-42107	Prof Svcs/Equipment	5,591.22
500-641-42108	Prof Svcs/Building-	431.00
500-641-42201	Office Expense	175.84
500-641-43103	Utilities/Electricity &	2,298.32
500-641-44302	Other Materials	9,498.61
500-641-44303	Other Materials	29,140.51
500-641-44305	Other Materials Supp/Lab	6,101.94
500-641-44410	Safety Clothing	1,376.93
500-642-41003	Emp Benefits/Vision Care	55.83

**Account Summary**

Account Number	Account Name	Payment Amount
500-642-42108	Prof Svcs/Building-	1,230.47
500-642-43102	Utilities/Water	637.87
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-43103	Utilities/Electricity &	42.02
998-20106	Sal & Ben Payable/Vision	18.61
	<b>Grand Total:</b>	<b>185,906.96</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	185,906.96
<b>Grand Total:</b>	<b>185,906.96</b>

Approved By: \_\_\_\_\_



Date: \_\_\_\_\_

5/28/2020



## **CITY COUNCIL REPORT**

**7C**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND CITY COUNCIL**

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

**SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF PINOLE AND THE  
PINOLE POLICE EMPLOYEES ASSOCIATION (PPEA) FOR THE  
PERIOD OF JULY 1, 2020 – JUNE 30, 2022**

---

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City and the Pinole Police Employees Association (PPEA) for the period of July 1, 2020 – June 30, 2022.

### **BACKGROUND**

Under the provisions of the City's employer-employee relations resolution, PPEA is the exclusively recognized employee organization that represents City employees in the police officer, sergeant, dispatcher, lead dispatcher, and community safety specialist classifications. The City and PPEA are parties to an MOU that establishes the terms and conditions of employment of staff that are represented by PPEA. The MOU conforms to the requirements of Meyers-Milias-Brown Act (MMBA) and all other applicable regulations.

The current MOU expires on June 30, 2020. The City, through its designated representative, Gregory Ramirez of IEDA, and PPEA, through its designated representative, have negotiated and reached tentative agreement on a successor MOU (Attachment B).

### **REVIEW AND ANALYSIS**

Representatives of both parties have negotiated in good faith and in compliance with all applicable requirements to reach a tentative agreement on a successor MOU. The MOU accommodates the interests of both parties. The employees represented by PPEA have voted in favor of the successor MOU. The final step required to enact the MOU is approval by the City Council. Significant provisions of the successor MOU include the following:

- Effective the first full pay period after June 30, 2020 and June 30, 2021, employees shall receive a three percent general wage increase to address cost of living increases;
- Effective the first full pay period after June 30, 2020 and June 30, 2021, employees shall receive a three percent market equity increase to increase the competitiveness of the City's compensation relative to that of peer agencies;
- Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay at the rate of \$40 per weekday, \$50 per weekend day, and \$60 per holiday; and
- Incorporation of the new employee-employer cost sharing language approved by the Council through a side letter dated June 4, 2019.

The current salaries and total compensation paid by the City to PPEA represented classifications is significantly below that paid in peer jurisdictions. This makes it more challenging for the City to attract and retain, over the long run, quality employees, which are necessary to provide efficient and effective services. The City has therefore agreed to certain compensation increases to maintain attraction and retention capabilities.

### **FISCAL IMPACT**

The cost of this agreement in FY 2020-21 is estimated at \$303,390 and in FY 2021-22 is \$324,000. The cost will be borne by the General Fund and Measure S 2006.

### **ATTACHMENTS**

- A Resolution
- B Memorandum of Understanding between the City of Pinole and Pinole Police Employees Association (PPEA) for the period of July 1, 2020 – June 30, 2022



RESOLUTION 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
PINOLE AND THE PINOLE POLICE EMPLOYEES ASSOCIATION (PPEA) FOR  
THE PERIOD OF JULY 1, 2020 – JUNE 30, 2022**

**WHEREAS**, the Memorandum of Understanding between the City of Pinole and PPEA expired on June 30, 2020; and

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

**WHEREAS**, representatives of the City and PPEA reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2020 through June 30, 2022, which was ratified by the membership of PPEA.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and Pinole Police Employees Association (PPEA) for the period of July 1, 2020 – June 30, 2022, as provided in Attachment B, herein incorporated by reference.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on the 2nd day of June 2020, 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 2nd day of June, 2020.

---

Heather Iopu, CMC  
City Clerk

City of Pinole

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the  
Pinole Police Employees Association

July 1, ~~2017~~2020 to June 30, ~~2020~~2022

**PINOLE POLICE EMPLOYEES ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

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## **ARTICLE 1. RECITALS**

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

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

## **ARTICLE 2. MANAGEMENT RIGHTS**

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

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



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

## **ARTICLE 3. ASSOCIATION ACTIVITIES**

### **3.01 Association Representatives Defined**

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

### **3.02 Time Off for “Meet and Confer”**

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

### **3.03 Notice to Supervisors**

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

### **3.04 Release Time for General Membership Meetings**

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

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

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

### **3.05 Emergency General Membership Meetings**

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

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

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

### **3.06 Association Activities**

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

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

### **3.07 Elected Board Time Off**

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

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

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

## ARTICLE 4. SALARIES

### 4.01 Salary Adjustments

#### General Wage Increases

##### FY20-21

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

##### FY21-22

Effective the first full pay period ~~following July 1, 2018~~after June 30, 2021 and concurrent with any market equity adjustment provided below, Employees base wage rates in the employee salary table shall receive an increase by three percent (3%) of increase of the employee's base salary, minus any applicable taxes and deduction: those in effect as of June 30, 2021.

#### Market Equity Adjustments

##### FY20-21

Effective the first full pay period ~~following July 1, 2019,~~after June 30, 2020 and following ratification by the Association and adoption by the City Council, whichever is later, and concurrent with the above general wage increase to the salary table, Employees base wage rates in the employee salary table shall receive an increase by three percent (3%) of increase of the employee's base salary, minus any applicable taxes and deduction: those in effect as of June 30, 2020.

##### FY21-22

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

### 4.02 Longevity Pay

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

### 4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary

range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

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

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

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

#### **4.04 Promotional Probationary/Increment within Range (Sworn)**

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

### **ARTICLE 5. SPECIALTY INCENTIVE PAYS**

#### **5.01 Detective**

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may ~~agree to reduce his/her premium pay to three percent (3%) and receive a City take home vehicle in lieu of the additional two percent (2%).~~ Authorization for the take home vehicle may be rescinded at any time by the Chief, ~~and the Detective pay shall return to the full five percent (5%).~~

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

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

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

## **5.02 Canine Duty**

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

## **5.03 Motorcycle Traffic Patrol**

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

## **5.04 Administrative Sergeant**

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

## **5.05 School Resource Officer**

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

## **5.06 Crime Prevention**

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

## **5.07 Corporal**

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

## **ARTICLE 6. MEDICAL INSURANCE**

## 6.01 Medical Insurance Program

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

Rates:	(*see Footnote)
	2017 Kaiser
One Party Coverage:	\$ 733.39
Two Party Coverage:	\$1,466.78
Family Coverage:	\$1,906.81

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

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

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

## 6.02 Retiree Medical Benefits

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

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



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

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

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

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

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



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

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

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

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

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

(1) Retired for disability.

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

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

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

### **6.03 Medical In-Lieu**

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

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

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

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

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

## **ARTICLE 7. DENTAL**

### **7.01 Dental Plan**

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

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

### **7.02 Orthodontic Plan**

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

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

## **ARTICLE 8. OTHER INSURANCE**

### **8.01 Life Insurance**

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

## **8.02 Vision Care**

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

## **8.03 Long Term Disability**

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

# **ARTICLE 9. RETIREMENT SYSTEM**

## 9.01 – Public Safety Plan Defined

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

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

## 9.02 – CalPERS Employee Contribution Rate – Sworn Employees

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

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

#### 9.03 – CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

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

- a) The City will establish a maximum baseline rate of 16% for the annual Employer's Contribution Rate.
- b) Should the annual Employer's Contribution Rate increase above 16%, the City and the Association will share equally (50/50) the difference.

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

#### 9.04 – Miscellaneous Plan Non-Sworn Defined

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

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

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back

The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.

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

#### 9.05 – CalPERS Employee Contribution Rate – Non-Sworn Employees

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

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

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

- a. The City will establish a maximum baseline rate of 13.009% for the annual Employer Contribution Rate.
- b. Any Employer Contribution Rate in excess of the 13.009% cap will be equally shared between the City and the Association members as follows:
  - Shared amount calculated as: Total employer contribution, minus cap of 13.009%, multiplied by 50% (equal share of contribution).

Effective the full-pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) at 16.00%. In the event the annual CalPERS Employer Contribution increase exceeds 4.0% of the prior years' contribution rate, the additional amount above the 4.0% shall be shared equally

between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 16% to 17% to include a 1% increase for employees.

## **ARTICLE 10. OVERTIME**

### **10.01 Definition of Overtime**

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

### **10.02 Overtime Rate**

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

### **10.03 Compensatory Time Off**

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

### **10.04 Accrued Compensatory Time**

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

### **10.05 Compensatory Time Buyback**

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

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

#### **10.06 Daylight Savings Time – Compensatory Time**

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

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

### **ARTICLE 11. SHIFT DIFFERENTIAL PAY**

#### **11.01 Eligibility and Amount of Shift Differential Pay**

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

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

Shift Differential shall only be paid for hours actually worked.

#### ~~**11.02 Exemptions to Shift Differential Pay**~~

~~Any sworn Officer or Sergeant who is receiving specialty pay and who is assigned to a temporary patrol relief position on the “night team” shift is only entitled to receive either the specialty pay or the shift differential, whichever amount is greater. Because of the uniqueness of the canine unit, this assignment is excluded and is eligible for both canine unit pay and shift differential.~~

#### ~~**11.03 Shift Differential and Overtime**~~

~~The shift differential premium rate (5% of base hourly rate) is only paid when a Sergeant, Officer, or Dispatcher is regularly assigned to the “night team” shift of 7:00 p.m. – 7:00 a.m.~~

~~If a Sergeant, Officer, or Dispatcher is not assigned to the “night team” and is required to work this shift, they will not be eligible for the shift differential rate of 5% of base pay. The overtime rate will be calculated at time and one half of the employee’s base hourly rate.~~



## **ARTICLE 12. CALL BACK PAY**

### **12.01 Definition of Call Back Pay for Sworn**

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

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

### **12.02 Definition of Call Back Pay for Non-Sworn**

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

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

### **12.03 Call Back Pay During Meetings and/or Training**

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

## **ARTICLE 13. OFF DUTY COURT PAY**

### **13.01 Definition of Off Duty Court Pay**

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



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

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

### **13.02 Requirement for “Call In” to Police Hot Line**

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

## **ARTICLE 14. SICK LEAVE**

### **14.01 Definition of Sick Leave**

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

### **14.02 Sick Leave Accrual Rate**

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

### **14.03 Extenuating Circumstances for Use of Sick Leave**

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

### **14.04 Becoming Sick While On Duty**

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

### **14.05 Sick Leave Incentive**

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

#### **14.06 Other Provisions**

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

### **ARTICLE 15. VACATION**

#### **15.01 Vacation Accrual Rate**

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

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

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

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

#### **15.02 Vacation Buy Back**

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

### **ARTICLE 16. HOLIDAYS**

#### **16.01 Holiday Pay -Sworn**

The City shall compensate sworn employees for eleven (11) holidays as follows: 11 holidays at 8 hours each, times 1.3, totaling 114.40 hours of holiday pay. Employees are compensated for 57.2 hours, paid at the employee's base hourly

rate, twice a year – in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

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

## **16.02 Floating Holiday-Sworn**

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

## **16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn**

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

## **16.04 Holiday Accrual Rate Non-Sworn Employees**

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

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

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

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

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

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

#### **16.06 Pay for Actual Holidays Worked-Dispatchers**

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

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

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

### **ARTICLE 17. CLOTHING ALLOWANCE**

#### **17.01 Amount of Clothing Allowance-Sworn**

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

#### **17.02 Amount of Clothing Allowance Non-Sworn Employees**

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

#### **17.03 One Time Uniform Start Up for New Officers and Dispatchers**

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

### **17.05 Withholding Payment of Uniform Allowance**

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

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

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

### **17.06 Other Provisions**

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

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

## **ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE**

### **18.01 Types of Safety Equipment Required-Sworn**

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

### **18.02 Safety and Repair of Safety Equipment**

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

### **18.03 Amount of Safety Equipment Allowance**

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

#### **18.04 Payment of Safety Equipment Allowance**

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

#### **18.05 Body Armor**

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

#### **18.06 Issuance of City Owned Safety Equipment**

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

#### **18.07 Other Provisions**

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

### **ARTICLE 19. OUT OF CLASS PAY**

#### **19.01 Out of Class Pay**

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

### **ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER**

#### **20.01 Designation of a Sworn Officer as a Field Training Officer**

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

#### **20.02 Payment for Designation as a Field Training Officer**

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

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

### **20.03 Designation of a Dispatcher as a Trainer**

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

### **20.04 Payment for Being Designated as a Dispatcher Trainer**

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

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

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

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

The City shall pay a total of thirty-five dollars (\$25-\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

### **21.02 Incident Defined**

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

## **ARTICLE 22. MEAL ALLOWANCE**

### **22.01 Amount of Meal Allowance**

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

This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

## **ARTICLE 23. EDUCATION INCENTIVE PROGRAMS**

### **23.01 Amount of Educational Degree Pay**

The City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate      \$125 per month
- BA Degree or Advanced POST Certificate      \$225 per month

This Educational Degree Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description.

### **23.02 Maximum Amount Provided**

The maximum education incentive for which an employee is eligible is \$225 per month. To be eligible, an employee must possess and provide verification of said qualifications to the City.

### **23.03 Education Incentive Pay**

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

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

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

## **ARTICLE 24. TRAINING**

### **24.01 Reimbursement of Training Costs**



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

#### **24.02 Training Day Hours-Out of Town**

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

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

### **ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT**

#### **25.01 Background Procedures**

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

### **ARTICLE 26. PROBATIONARY PERIOD**

#### **26.01 Probationary Period-Sworn Officer**

The probationary period shall be as provided in the City of Pinole Personnel Rules.

#### **26.02 Probationary Period Non-Sworn**

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

### **ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT**

#### **27.01 Retreat to Lower Class**

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request

displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

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

## **ARTICLE 28. BEREAVEMENT LEAVE**

### **28.01 Bereavement Leave**

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

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

## **ARTICLE 29. GRIEVANCE PROCEDURE**

### **29.01 Grievance Defined**

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

### **29.02 Reflection for Use of Procedure**

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

### **29.03 Grievance Procedure Defined**

This grievance procedure is established to accomplish the following objectives:

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

#### **29.04 Grievance Process**

The conduct of Grievance Process shall be as follows:

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

- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

## **29.05 Grievance Procedure**

The Grievance Procedure shall be as follows:

- **Step 1.**

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

- **Step 2.**

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

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

- **Step 3.**

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

## **29.06 Employee Appeals Board.**

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

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

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

#### **29.07 Employee Appeals Board Recommendation to City Manager**

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

### **ARTICLE 30. SCOPE AND SEVERABILITY**

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

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

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

### **ARTICLE 31. TERM OF THE MOU**

This agreement shall be in full force and effect from July 1, ~~2017~~2020 through June 30, ~~2020~~2022.

The parties shall begin meeting to negotiate a successor agreement no later than ~~November~~January 1, ~~2019~~2022.

**For the City of Pinole:**

~~Michelle Fitzer~~Andrew Murray, City Manager

\_\_\_\_\_  
Date

**For the Pinole Police Employees Association:**

~~John Engle~~Les Lopez, President

\_\_\_\_\_  
Date

~~Brian Takacs~~Kyle Breckinridge

\_\_\_\_\_  
Date

~~Justin Rogers~~Jon Roberts

\_\_\_\_\_  
Date

Scott Russo

\_\_\_\_\_  
Date

Justin Takacs

\_\_\_\_\_  
Date

~~Bud Stone~~Jim Bickert, Business Agent

\_\_\_\_\_  
Date



## **CITY COUNCIL REPORT**

**7D**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT AND SIDE  
LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PINOLE AND IAFF LOCAL 1230 TO CLARIFY ACTING  
BATTALION CHIEF PAY**

---

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving an agreement between the City of Pinole and the International Association of Firefighters, Local 1230 (IAFF) and a side letter to the parties' Memorandum of Understanding (MOU) to clarify provisions regarding Acting Battalion Chief pay.

### **BACKGROUND**

On or about 1986, the City and IAFF entered an MOU outlining the terms and conditions of employment of IAFF-represented City employees. Over the years, the MOU between the parties has been updated. In 2004, during negotiations for a successor MOU, the parties agreed to provide 10% premium pay ("acting pay") to Captains temporarily acting as Battalion Chief.

In December 2019, the Battalion Chief position became vacant. The City addressed the vacancy by having Captains temporarily act in the Battalion Chief capacity. On February 4, 2020, IAFF filed a grievance alleging that the City failed to correctly calculate the acting pay for these employees, specifically that the City was required, under the MOU, to pay the employee acting as the Battalion Chief premium pay for all hours worked, not just those above the qualifying four-hour threshold.

### **REVIEW AND ANALYSIS**

In an effort to resolve the grievance and prevent future differences of opinion regarding interpretation of the MOU provision regarding acting pay for the Battalion Chief, the City has negotiated with IAFF and agreed to a side letter to the MOU that clarifies this provision. In addition, the parties have negotiated and agreed to an agreement that, once implemented, will resolve all current and potential grievances and claims arising out of this matter.

### **FISCAL IMPACT**

It is estimated that the City will need to pay \$800 to resolve the acting pay issue for the period of December 16, 2019 through May 24, 2020.

### **ATTACHMENTS**

- A Resolution
- B Settlement Agreement between the City and IAFF Side Letter



# ATTACHMENT A

## RESOLUTION NO.

### A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AGREEMENT AND SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230 TO CLARIFY ACTING BATTALION CHIEF PAY

**WHEREAS**, in 2004 the City agreed to a proposal by IAFF for Battalion Chief Differential Pay; and

**WHEREAS**, proposed language, which has not changed, provides for a differential pay of 10% of the employees' hourly base rate for all hours worked in the higher classification of Battalion Chief after the first four (4) hours of each shift; and

**WHEREAS**, in December 2019, the Battalion Chief position became vacant and existing staff filled the position in an acting capacity and were paid in accordance with the Battalion Chief Differential Pay language in the MOU; and

**WHEREAS**, on February 4, 2020, Local 1230 filed a grievance alleging that the City failed to correctly calculate the Acting Pay to Fire Employees while working in acting Battalion Chief assignments; and

**WHEREAS**, the Union alleged that the City was required to pay the employee acting as the Battalion Chief for all hour worked and not for only those hours worked after the first four hours of their assignments; and

**WHEREAS**, the City believes that it has complied with the language in the MOU. However, the City agreed to modify the language to pay Fire Employees for the first four hours of their acting assignments as Battalion Chief; and

**WHEREAS**, the represented employee group agreed to the City's proposal; and

**WHEREAS**, the cost of the additional four (4) hours of pay from December 16, 2019 through May 24, 2020 is estimated to be no more than \$800.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Pinole does hereby authorize the City Manager to execute the Settlement Agreement and Side Letter Agreement with Local 1230, hereunto attached as Attachment B.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day **June 2020**, 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 2<sup>nd</sup> day of **June, 2020**.

---

Heather Iopu, CMC

City Clerk

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between the City of Pinole (“City”), each of the two individual members of the International Association of Firefighters Local 1230 (collectively referred to as “Fire Employees”) listed on Exhibit A to this Agreement, and the International Association of Firefighters Local 1230 (“Local 1230”). The City, Fire Employees and Local 1230 may be individually referred to herein as a “Party” and collectively referred to herein as the “Parties.” This Settlement Agreement is contingent upon execution of the Agreement by the parties and approval of the Side Letter of Agreement in Exhibit B by the City Council.

**RECITALS**

A. Whereas, Fire Employees are presently employed by City in the City’s Fire Department and in a bargaining unit represented by Local 1230.

B. Whereas, on February 4, 2020, Local 1230 filed a grievance alleging that the City: (1) failed to pay Acting Pay to: (i) employees working in Acting Captain and Engineer assignments at the appropriate rate of pay; and (ii) failed to pay Acting Pay to Fire Employees while working in acting Battalion Chief assignments for the first four hours of their assignments over the period of time identified in Exhibit A.

C. Whereas, with respect to the first claim, the City discovered that it made a minor payroll error that has now been rectified and corrected consistent with the remedy requested by IAFF in this grievance.

D. Whereas, with respect to the second claim, while the City believes at the time that it complied with the language in the MOU, the City has agreed to pay Fire Employees for their first four hours of their acting assignments as Battalion Chief over the period of time identified in Exhibit A, and to revise Article 12 of the Memorandum of Understanding between the City and Local 1230 (“MOU”) through the Side Letter Attached hereto as Exhibit C.

E. Whereas, as a result of their negotiations, the Parties desire a settlement that is full and complete, resolving all current and potential grievances, disputes, controversies, claims and possible actions between them arising out of this matter. This settlement Agreement is contingent upon the Pinole City Council approving the Side Letter of Agreement attached hereto as Exhibit C.

NOW THEREFORE, in consideration for the mutual promises and undertakings of the Parties as set forth below, the Fire Employees, Local 1230 and the City hereby enter into this Agreement as follows:

**SETTLEMENT TERMS**

1. **Recitals.** The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement. This Agreement affects claims and demands which are disputed, and by executing this Agreement, no Party admits or concedes

any of the claims, defenses, or allegations which were raised or could be raised by any other Party or any third party. The Parties acknowledge that this is a compromise settlement of a disputed claim or claims. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be, nor shall be, admissible in any proceeding as evidence of, or as an admission by, any Party of any violation of law or any wrongdoing whatsoever. This Agreement may be introduced in a proceeding to enforce its terms.

**2. Resolution of Claims.** If the contingencies described in this Agreement are met, the City shall pay a one-time payment equal to amounts identified in Exhibit A to Fire Employees, less all applicable payroll withholdings including state and federal taxes. This Wage Payment represents the agreed upon amount for all unpaid compensation allegedly owed to the Fire Employees as a result of the issues identified in the grievance that is the subject of this Agreement. Further, starting with pay period that begins on May 20, 2020, the City shall pay Fire Employees for their first four (4) hours of their acting assignments as Battalion Chief consistent with the terms identified in Exhibit C.

**3. Release of Specific Claims.** Acceptance of this settlement by Fire Employees and Local 1230 constitutes a full and complete settlement of all claims against the City relating to alleged unpaid Acting Pay. Fire Employees and Local 1230 hereby, on behalf of themselves and their spouses, domestic partners, heirs, representatives, executors, agents, attorneys, administrators, successors-in-interest and assigns, irrevocably and unconditionally release and discharge the City, including the City's elected and appointed officers, employees, representatives, agents, attorneys, administrators, and successors-in-interest, from any and all lawsuits, claims, actions, demands, grievances, or other legal responsibilities of any kind which the Fire Employees or Local 1230 may have against the City relating to an alleged failure to pay Acting Pay. Fire Employees and Local 1230 expressly acknowledge that this release includes any and all wage and hour related claims that Local 1230 and/or the Fire Employees asserted or could have asserted with regard the issues identified in the grievance. In providing this release, the Fire Employees, Local 1230, and each of them, hereby waive any and all rights or benefits that any of them may have under Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Parties understand that this release does not include claims relating to conduct or activity which does not arise from or is not attributable to claims for unpaid wages. The Parties understand that this is a compromise settlement of disputed claims, and that nothing herein shall be deemed or construed at any time or for any purpose as an admission of the merits of any claim or defense. Local 1230 and Fire Employees also acknowledge that this release is an essential and material term of this Agreement and that without such release, no settlement would have been reached by the Parties.

4. **Unanticipated consequences.** The Parties recognize and acknowledge that factors which have induced them to enter into this Agreement may turn out to be incorrect or to be different from what they had previously anticipated, and the Parties hereby expressly assume any and all of the risks thereof and further expressly assume the risks of waiving the rights provided by California Civil Code section 1542.
5. **Complete and binding agreement.** This Agreement is the complete agreement between the Parties and supersedes any prior agreements or discussions between the Parties. This agreement and all documents referred to herein shall bind and inure to the benefit of the Fire Employees and their spouses, domestic partners, children, heirs, estates, administrators, representatives, executors, attorneys', successors and assigns. Except as expressly provided herein, this Agreement is not for the benefit of any person not a party thereto or any person or entity not specifically identified as beneficiary herein or specifically identified herein as a person or entity released hereby. This Agreement is not intended to constitute a third-party beneficiary contract.
6. **Exhibits.** All exhibits and schedules attached to this Agreement are hereby incorporated into this Agreement as though fully set forth herein.
7. **Authority to execute.** Each Party hereto warrants to the other Parties that he, she, or it has the full power and authority to execute, deliver and perform under this Agreement and all documents referred to herein, and that any needed consent or approval from any other person has been obtained.
8. **Counterparts.** This Agreement may be executed by the Parties in any number of counterparts, all of which taken together shall be construed as one document.
9. **Knowledge of the Parties.** The Parties understand and agree to this Agreement and to the terms and conditions contained herein and enter into this Agreement knowingly and voluntarily. Fire Employees have been advised they have the right to seek legal advice with respect to this Agreement, including the release, have had the opportunity to consult with counsel, and have in fact consulted with counsel of their choice. The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary. By signing this Agreement and the documents referenced to herein, the Parties signify their full understanding, agreement, and acceptance of the Agreement, including all Exhibits attached hereto.
10. **Savings clause.** If any term, condition, provision or part of this Agreement is found by a court or other tribunal of competent jurisdiction to be invalid, void or unenforceable for any reason, the attempt shall first be made to read that provision in such a way as to make it valid and enforceable in light of the Parties' apparent intent as evidenced by this Agreement. If such a reading and correction is impossible, the tribunal having jurisdiction may revise the provision in any reasonable manner to the extent necessary to make it binding and enforceable. If no such revision is possible, the offending provision shall be deemed stricken from this Agreement and the remainder of this Agreement will continue in full force and effect.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the date written below.

SIGNATURES OF INDIVIDUAL FIRE EMPLOYEES ARE CONTAINED ON SEPARATE SIGNATURE PAGES ATTACHED AND INCLUDED HEREIN BY THIS REFERENCE.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Vince Wells  
President  
On behalf of Local 1230

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Andrew Murray  
City Manager  
On behalf of City of Pinole

APPROVED AS TO FORM AND CONTENT

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Attorneys for Local 1230 and the Fire  
Employees

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Attorneys for City of Pinole

**EXHIBIT A**

AMOUNTS TO BE PAID TO FIRE EMPLOYEES

ADD

**EXHIBIT B**

**ACKNOWLEDGEMENT FORM**

I am a present employee of the City of Pinole’s Fire Department. I, the undersigned, hereby acknowledge that I understand and agree to the terms and conditions contained in this Settlement Agreement and Release, as set forth in the above Agreement and the referenced Exhibits A, B and C. I acknowledge and agree by my signature below to accept the gross sum listed in Exhibit A as a taxable wage payment for back wages and as full settlement of any and all claims for unpaid wages in violation of Article 12 of the Memorandum of Understanding and any issue identified in the grievance that is the subject of this Agreement.

I understand that my acceptance of the wage payment means that I agree that I have been compensated in full for any unpaid wages that may be due pursuant to the issues identified in the grievance filed on my behalf.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_  
Fire Employee (Signature)

\_\_\_\_\_  
Fire Employee (Print Name)

Dated: \_\_\_\_\_  
Fire Employee (Signature)

\_\_\_\_\_  
Fire Employee (Print Name)



**EXHIBIT C**

**SIDE LETTER OF AGREEMENT BETWEEN  
CITY OF PINOLE  
AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1230  
ADD**

SIDE LETTER OF AGREEMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230  
JULY 1, 2017 – JUNE 30, 2020

The City and the IAFF agree that Article 12 Differential Pay for Captains Serving as Battalion Chief, shall be amended to read as follows:

12.1 Statement of Purpose.

The City shall provide incentive pay for those employees with the rank of Captain who have been assigned by the Fire Chief to perform the duties of the Battalion Chief. The purpose of this provision is to maintain operational and tactical response requirements, and to provide an opportunity for Captains to gain additional management experience. Differential pay will be provided to those personnel who qualify and act in this capacity.

12.2 Battalion Chief Differential Pay.

An employee who is assigned and performs the duties of the Battalion Chief per the Statement of Purpose in Article 12.1, and after meeting a qualifying threshold of four (4) continuous hours in this capacity during an assigned shift, said employee shall be paid an additional ten percent (10%) of his or her hourly base rate for actual hours worked at the higher job classification from and including the first hour.

12.3 Battalion Chief Incentive Pay.

To be eligible for Battalion Chief Differential Pay, an employee must possess a minimum of 48 months of experience as a Captain, State fire officer certification, and a minimum of at least 30 fire science units from an accredited school.

FOR THE CITY OF PINOLE:

FOR IAFF:

\_\_\_\_\_  
Andrew Murray, City Manager

\_\_\_\_\_  
Vince Wells, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **CITY COUNCIL REPORT**

**7E**

**DATE: JUNE 2, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: ERIC CASHER, CITY ATTORNEY**

**BY: ALEX MOG, ASSISTANT CITY ATTORNEY**

**SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL  
EMERGENCY**

---

### **RECOMMENDATION**

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

### **BACKGROUND & DISCUSSION**

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

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every 60 days. However, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every 14 days. The City Council last confirmed the continued existence of the emergency at a meeting on May 19. To ensure the emergency declaration does not expire, it is necessary for the City Council to confirm the continued existence of the emergency at this meeting.

The Contra Costa Health Officer has issued revised health orders that continue to restrict most activity and maintains the shelter at home order, but relaxes some restrictions. Under the order, manufacturing is allowed to resume and curbside retail is permitted subject to certain safety precautions. The Health Officer reported that progress has been achieved in slowing the spread of COVID-19, but that community transmission continues to exist and so restriction are necessary to keep the overall volume of person to-person contact very low to prevent a surge in COVID-19 cases.

There are now over 1200 cases within the County. Public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

If adopted, the declaration of local emergency will remain in place. In accordance with state law and the Municipal Code, the City Council will review the emergency declaration every approximately two weeks until the conditions warrant a termination of the emergency declaration.

### **FISCAL IMPACT**

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency. However, the City will consider all options available to seek reimbursement for indirect expenses and fiscal impacts through the appropriate authorities.

### **ATTACHMENTS**

- A. Resolution Confirming Continued Existence of Local Emergency

**RESOLUTION 2020-XX  
CITY OF PINOLE**

**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; and

**WHEREAS**, on March 24, 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, are incorporated into this Resolution as if stated herein; and

**WHEREAS**, the Contra Costa Health Officer has issued a revised health order that continues to restrict most activity and maintains the shelter at home order, but relaxes some restrictions; and

**WHEREAS**, the Health Officer reported that progress has been achieved in slowing the spread of COVID-19, but that community transmission continues to exist and so restriction are necessary to keep the overall volume of person to-person contact very low to prevent a surge in COVID-19 cases; and

**WHEREAS**, the number of cases within Contra Costa County has continued to rise, and there are now over 1200 confirmed cases of COVID-19 within the County; and

## ATTACHMENT A

**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.

**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 most recently confirmed the continued existence of a local emergency on May 19, 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 City Council of the City of Pinole held on the 2nd day of June 2020, by the following vote:

## ATTACHMENT A

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 2nd day of June, 2020.

---

Heather Iopu, CMC  
City Clerk

3528704.1



## **CITY COUNCIL REPORT**

**7F**

**DATE: JUNE 2, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: ERIC CASHER, CITY ATTORNEY**  
**BY: ALEX MOG, ASSISTANT CITY ATTORNEY**

**SUBJECT: RESOLUTION DECLARING CERTAIN PROPERTIES AS SURPLUS  
LAND AND DIRECTING THE CITY MANAGER TO FOLLOW THE  
PROCEDURES SET FORTH IN THE SURPLUS LANDS ACT FOR  
SALE OF THE PROPERTIES: 2361 SAN PABLO AVENUE, 2301  
SAN PABLO AVENUE, 2279 PARK STREET, AND 612 TENNENT  
AVENUE.**

---

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution declaring the following properties as surplus land and directing the City Manager to follow the procedures set forth in the Surplus Lands Act for the sale of these properties:

- (1) 2361 San Pablo Avenue;
- (2) 2301 San Pablo Avenue;
- (3) 2279 Park Street; and
- (4) 612 Tennent Avenue.

### **BACKGROUND**

Upon the dissolution of redevelopment agencies in California, certain properties owned by the Successor Agency to the Redevelopment Agency of the City of Pinole were transferred to the City for future development pursuant to the Long Range Property Management Plan ("LRPMP"). In 2019, the City retained a commercial real estate broker to market three of those properties plus one property held by the City as a housing asset: 2361 San Pablo Avenue (the "Pinole Bank Building"), the vacant downtown property located at 2301 San Pablo Avenue, and the adjacent properties located at 2279 Park Street ("Blackies") and 612 Tennent Avenue (commonly known as "Collins House") (collectively referred to as the "Properties"). So far, the City has not reached an agreement with a prospective buyer to purchase any of the Properties.

Last year, the California Legislature adopted Assembly Bill 1486, which amended the Surplus Lands Act (the "Act") effective January 1, 2020. With limited exceptions, the Act requires cities and other public agencies to offer to sell surplus property to nonprofit housing providers and certain other entities before offering them for sale to other entities. The Act mandates a noticing process and a required negotiation period



for the Properties. If no qualified entity wants the land, or the City and the qualified entity are not able to reach an agreement after good faith negotiations, the City is free to sell the property to any entity, subject to certain requirements.

The Act exempts property that is subject to a negotiating agreement or purchase agreement entered into before December 31, 2020 for property previously owned by the former Redevelopment Agency of the City of Pinole, as long as the property subject to the agreement is sold by December 31, 2022.

## **DISCUSSION**

Before the City sells any property subject to the Act, after December 31, 2020, the City must send notices of availability of the property to certain entities, including nonprofit housing providers and park districts. Those entities have sixty (60) days to notify the City that they are interested in the property. Thereafter, the City must negotiate with any qualifying entity expressing interest in the property. If the City and the qualifying entity cannot come to an agreement within ninety (90) days of the commencement of negotiations, or no qualifying entity expresses interest in the property during the sixty (60) day notice period, the City is free to market and sell the property to any entity. The City is not required to sell the property to a qualifying entity for less than fair market value, but is required to negotiate with qualifying entities in "good faith". Among other things, the City is prohibited from negotiating with a potential buyer, other than a qualifying entity, until the ninety (90) day period has ended.

The four properties currently being marketed by the City were previously owned by the Redevelopment Agency of the City of Pinole. Accordingly, those properties do need to comply with the Surplus Lands Act. However, the City does not need to comply with the Surplus Lands Act as long as the Properties are subject to a negotiating agreement or purchase agreement entered into before December 31, 2020 and disposed of by December 31, 2022. Given the lack of significant interest in the four former Redevelopment Agency properties over the last year, and the economic uncertainty caused by the COVID-19 pandemic, there is a possibility that no agreement to sell any of the four properties will be executed prior to December 31, 2020.

If no agreements are in place by December 31, 2020, the City will be required to go through the Surplus Lands Act noticing and negotiation process at that time. During that process, which can last up to 150 days, the City cannot market the properties to non-qualifying entities. For example, if the City is in serious discussions with a prospective for-profit developer on December 31, 2020 regarding the purchase of one of the properties, those discussions would have to cease completely on January 1, 2021 and could not resume until the City has completed the Surplus Lands Act notice and negotiation process.

Rather than risk the disruption that having to comply with the Surplus Lands Act on January 1, 2021 could create, staff recommends the City complete the Surplus Lands

Act process now. The proposed resolution will declare the four properties as surplus land, and direct the City Manager to comply with the noticing and negotiation requirements in the Surplus Lands Act now. Once the City sends the required notices, if no qualifying entity expresses interest in the properties within sixty (60) days, the City can resume marketing the properties to the general public at that time.

At the May 19, 2020 City Council meeting, the City Council approved retaining RSG to assist with marketing the Properties. Staff will work with the City Attorney's Office and RSG to prepare and send the Surplus Lands Act notices.

### **FISCAL IMPACT**

There will be minimal costs to prepare and send and prepare the Surplus Lands Act notices.

### **ATTACHMENTS**

- A. Resolution declaring properties as surplus land and directing the City Manager to follow the procedures set forth in the Surplus Lands Act for the sale of these properties.

**CITY OF PINOLE**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE DECLARING  
CERTAIN PROPERTIES AS SURPLUS LAND AND DIRECTING THE CITY  
MANAGER TO FOLLOW THE PROCEDURES SET FORTH IN THE SURPLUS  
LANDS ACT FOR SALE OF 2361 SAN PABLO AVENUE, 2301 SAN PABLO AVENUE,  
2279 PARK STREET, AND 612 TENNENT AVENUE**

**WHEREAS**, upon the dissolution of redevelopment agencies in California, certain properties owned by the Successor Agency to the Redevelopment Agency of the City of Pinole were transferred to the City for future development; and

**WHEREAS**, the City retained a commercial broker in 2019 to market three of those properties, as well as a property held by the City as a housing asset: 2361 San Pablo Avenue (the Pinole Bank Building), the vacant downtown property located at 2301 San Pablo Avenue, and the adjacent properties located at 2279 Park Street and 612 Tennent Avenue (commonly known as “Blackies”); and

**WHEREAS**, in 2019 the California Legislature adopted Assembly Bill 1486, which amended the Surplus Lands Act (the “Act”) effective January 1, 2020; and

**WHEREAS**, the Act requires, with limited exceptions, cities and other public agencies to offer property to nonprofit housing providers and certain other entities before the City sells the property; and

**WHEREAS**, the Act mandates a noticing process and a required negotiation period. If no qualified entity wants the land, or the City and the qualified entity are not able to reach an agreement after good faith negotiations, the City is free to sell the property to any entity, subject to certain requirements; and

**WHEREAS**, the City Council desires to declare certain properties as surplus land and direct the City Manager to comply with the notice and negotiation procedures set forth in the Surplus Lands Act for disposal of those properties.

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

1. The following properties are declared as surplus land pursuant to the Surplus Lands Act:
  - (a) 2361 San Pablo Avenue;
  - (b) 2301 San Pablo Avenue;
  - (c) 2279 Park Street; and
  - (d) 612 Tennent Avenue.

## ATTACHMENT A

2. The City Manager is authorized and directed to follow the procedures set forth in the Surplus Lands Act for the sale of surplus land.
3. The City Manager and City Attorney are authorized and directed to execute any documents and take any steps necessary to comply with the purpose and intent of this Resolution.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 2<sup>nd</sup> day of June 2020, 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 2<sup>nd</sup> day of June 2020.

---

Heather Iopu, CMC  
City Clerk

3532225.1



## **CITY COUNCIL REPORT**

**8A**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY  
ENGINEER**

**SUBJECT: CONDUCT PUBLIC HEARING AND ADOPT A RESOLUTION  
CONFIRMING THE ASSESSMENTS AND ORDERING THE LEVY FOR  
THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING  
ASSESSMENT DISTRICT FOR FISCAL YEAR 2020/2021**

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### **RECOMMENDATION**

It is recommended that the City Council:

1. Conduct a Public Hearing concerning the levy and collection of assessments within the Pinole Valley Road Landscape and Lighting Assessment District and consider any and all objections to the assessments.
2. Adopt a City resolution confirming the assessment and diagram as is described in the Annual Assessment Report, levying an assessment for the fiscal year commencing July 1, 2020 and ending June 30, 2021 and ordering the City Engineer to prepare and submit the assessments to the Contra Costa County Assessor's office for placement onto the Fiscal Year 2020/2021 secured property tax roll.

### **BACKGROUND**

On July 8, 2008, the City Council adopted Resolution 2008-91 forming the Pinole Valley Road Landscape and Lighting Assessment District (the "District"), ordering maintenance work therein, confirming the diagram and assessment, and providing for the levy of annual assessments therein. The City has installed improvements on Pinole Valley Road between Henry Avenue and Ramona Street. The purpose of the District is to provide a stable funding source for the ongoing maintenance of the following:

- Traffic signals
- Streetlights
- Median landscaping
- Irrigation for the landscaping
- Electricity to the traffic signals and streetlights
- Graffiti removal

## **REVIEW & ANALYSIS**

On April 7 and May 5, 2020, the City Council took several actions that are required every year to levy and collect the assessments for the District. Those actions are shown below.

1. Order the preparation and filing of an annual assessment report.
2. Determine if there are any changes in the existing improvements or addition of new improvements.
3. Approve the annual Assessment Report.
4. Declare your intention to levy and collect assessments.
5. Declare your intention to conduct a Public Hearing concerning the levy of assessments.
6. Announce any increase in the maximum assessment.

It is proposed that the City Council take action on the following three items at this meeting. These actions are accomplished by adopting the attached Resolution.

1. Conduct a Public Hearing.
2. Approve assessment amounts for Fiscal Year 2020/2021.
3. Order the assessment amounts to be submitted to the Contra Costa County Assessor for placement on the secured property tax roll.

The assessment rates for Fiscal Year 2020/2021 for Zone A and Zone B are proposed to be increased from the previous year. The assessment rate for Zone A and B will be \$422.04 per assessment unit ("AU") and \$405.68 per AU, respectively. In 2019/2020, the assessment rate for Zone A was \$409.69 per AU, and the assessment rate for Zone B was \$392.64 per AU. This represents a 3.01% increase in Zone A and a 3.32% increase in Zone B. An AU is equivalent to an acre of developable property. The proposed increases are due to anticipated increases in water and electricity rates for the coming year.

Although the actual assessment rates for Fiscal Year 2020/2021 are increasing from the previous year, the increase is not over the allowable maximum rate that was approved when the District was initially formed. Consequently, the City is not required to undertake the more comprehensive procedural notice and protest requirements of Proposition 218. A Public Hearing is required however, to allow property owners subject to the assessment the opportunity to provide comment.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The proposed actions of the City Council are not a project as defined by the CEQA Guidelines and have no impact on the environment.

## **SUSTAINABILITY**

The levy and collection of assessments will allow for the continued operation and maintenance of the improvements within the District.

## **FISCAL IMPACT**

The proposed assessments will be collected for the City by the Contra Costa County Tax Collector via the secured property tax bills for the assessable parcels within the District. The Fiscal Year 2020/2021 assessment rates for Zone A and B will be \$422.04 per AU and \$405.68 per AU, respectively. The total District revenue is expected to be \$42,525.

The maximum assessment is subject to an annual inflation factor based on the greater of 2% or the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U): San Francisco-Oakland-San Jose for April of each year. The April 2020 CPI-U increase was 1.1%. Therefore, a 2% will be applied to the Maximum Assessment Rate from last year. The Zone A Maximum Assessment Rate for Fiscal Year 2020/2021 is \$570.73 per AU. The Zone B Maximum Assessment Rate for Fiscal Year 2020/2021 is \$538.78 per AU.

The attached Assessment Report provides a complete description of how the maximum assessment and annual inflation factors are calculated.

## **ATTACHMENTS**

- A. Resolution Confirming the Assessments and Ordering the Levy for the Pinole Valley Road Landscape and Lighting Assessment District
- B. Annual Assessment Report by City Engineer

**RESOLUTION NO. 2020 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING  
THE ANNUAL ASSESSMENT REPORT AND ORDERING THE LEVY AND  
COLLECTION OF ASSESSMENTS FOR THE PINOLE VALLEY ROAD LANDSCAPE  
AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2020/2021**

**WHEREAS**, the Pinole City Council, pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the 1972 Act”), Division 15, Part 2, Chapter 1, Article 1 of the Streets and Highways Code of the State of California (commencing with Section 22500) did by previous Resolutions, initiate proceedings and approve the Annual Assessment Report (the “Report”), on a preliminary basis, for the special maintenance district known and designated as “The Pinole Valley Road Landscape and Lighting Assessment District” (the “District”). The District is comprised of two Zones (Zone A and Zone B) which are located on Pinole Valley Road between Henry Avenue and Ramona Street; and

**WHEREAS**, the City Engineer has prepared and filed with the City Clerk, the Report in connection with the proposed levy and collection of assessments upon eligible parcels of land within the District. The Report has been prepared based on the estimated costs to operate, maintain and service the improvements located within each Zone of the District; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report and is satisfied with each of the items and documents as presented therein, and finds that the assessments have been spread to the eligible parcels within the District in accordance with the special benefit received from said improvements; and

**WHEREAS**, the assessments are not based on the assessed value of the properties but are based on the special benefit conferred upon said eligible parcels from the improvements and the maintenance and operation thereof; and

**WHEREAS**, the assessments are in compliance with all laws pertaining to the levy and collection of assessments, including Proposition 218.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. Following notice duly given, the City Council has held a full and fair public hearing regarding the Report and the levy and collection of assessments within the District. The City Council received and considered all written and oral statements, including any and all protests or other communications made or filed by any interested persons. Majority protest was not submitted regarding the proposed levy.
2. Based upon its review (and any applicable amendments) of the Report, a copy of which has been filed with the City Clerk, the City Council hereby finds and determines that:



- a. The assessable properties within the District, which are identified in the Report, receive special benefit from the operation, maintenance and servicing of the landscape and lighting improvements.
  - b. The District includes all properties receiving such special benefit.
  - c. The net amount to be assessed upon the properties is based on the historical and estimated costs to provide said maintenance and servicing and is apportioned by a formula that fairly distributes the net amount among all assessable parcels in proportion to the estimated special benefit received from the improvements and services.
3. The Report and assessments, as presented and which are on file with the office of the City Clerk, are hereby confirmed as filed.
4. The City Council hereby orders the maintenance and servicing of the improvements to be made in accordance with the Report and the 1972 Act.
5. The maintenance, operation and servicing of the landscape and lighting improvements shall be performed pursuant to the 1972 Act, and the County Auditor of Contra Costa County shall enter onto the County Tax Roll, opposite each assessable parcel of land, the assessment amount and such assessments shall be collected at the same time and in the same manner as the County taxes are collected. After collection of the assessments by the County, the net amount of said assessments shall be paid to the City Treasurer.
6. The City shall deposit all money representing assessments collected by the County to the credit of a fund especially for the District. Such money shall be expended only for the maintenance, operations and servicing of the landscape and lighting improvements located within the District boundaries.
7. The adoption of this Resolution constitutes the levy of assessments within the District for the fiscal year beginning July 1, 2020 and ending June 30, 2021.
8. The City Clerk is hereby authorized and directed to file the levy and a diagram of the District with the County Auditor upon adoption of this Resolution.
9. A certified copy of this Resolution shall be filed in the office of the City Clerk and shall remain open for public inspection.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on this 2<sup>nd</sup> day of June, 2020, 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 2<sup>nd</sup> day of June, 2020.**

---

Heather Iopu, CMC  
City Clerk



# **PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

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June 2, 2020

**ENGINEER'S  
REPORT**

**FY 2020-21**

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## **INTRODUCTION**

The City of Pinole (the “City”), under the provisions of the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”) and the provisions of the California Constitution Article XIII D (the “Constitution”), annually levies and collects special assessments from the City’s maintenance assessment district designated as:

### **Pinole Valley Road Landscape and Lighting Assessment District**

(the “District”) to provide and maintain various landscaping and lighting improvements throughout the City that provide special benefits to properties within the City.

The City Council formed the District, and provided for the levy and collection of annual assessments on the County tax rolls to provide ongoing funding for costs and expenses required to service and maintain the landscaping and lighting improvements within the boundaries of the District. The improvements to be provided by the District and assessments described herein are made pursuant to the 1972 Act and the substantive and procedural provision of the Constitution.

As part of the District formation, the City of Pinole conducted a Property Owner Protest Ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the Constitution. In conjunction with this ballot proceeding, the City council conducted a noticed public hearing to consider public testimonies, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner assessment ballots received were opened and tabulated. The property owner assessment ballot tabulation resulted in a majority approval of the District and assessments of the property owners within the District. The District was formed on July 1, 2008 by Resolution no. 2008-91. The District is located on Pinole Valley Road and consists of two separate zones: Zone A and Zone B.

This Engineer’s Report (the “Report”) has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and outlines the improvements, and proposed assessments to be levied in connection with the benefits the properties will receive from maintenance and servicing of landscaping improvements within the District for fiscal year 2020-21.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Contra Costa County Assessor’s Office. The Contra County Auditor/Controller APN and specific fund numbers to identify properties to be assessed on the tax roll for the District assessments.

This Report consists of five sections and identifies the following items:

- **Plans and Specifications** – The location of the District and the specific improvements to be maintained.
- **Method of Apportionment** – How the District costs are allocated and apportioned to the assessable parcels.
- **Zone Budgets** – The District costs and proposed assessments to be levied for 2020/21 for each Zone based upon the special benefit received.
- **District Diagram** – A diagram showing the District and Zone boundaries.
- **Assessment Roll** – A listing of properties to be assessed by APN, Zone, and corresponding assessment amounts.

## ASSESSMENT SUMMARY

	<b>Total Assessable Costs</b>	<b>Total Assessable Units</b>	<b>Proposed Assessment Rate per AU</b>	<b>Maximum Assessment Rate per AU</b>
<b>Zone A</b>	<b>\$22,281.80</b>	52.796	<b>\$422.04</b>	\$570.73
<b>Zone B</b>	<b>\$20,243.50</b>	49.900	<b>\$405.68</b>	\$538.78

Actual assessments are rounded down to the nearest even penny for county tax roll purposes.

## SECTION I – PLANS AND SPECIFICATIONS

### DESCRIPTION OF THE DISTRICT AND BOUNDARIES

The District consists of two separate zones and is located on Pinole Valley Road, between Henry Avenue and Ramona Street. Zone A is to the north of Interstate I-80 and Zone B is to the south of Interstate I-80. Currently, there are a total of 18 commercial parcels within the District, 8 in Zone A and 10 in Zone B. The number of parcels in Zone A was reduced from 8 to 6 and Zone B was reduced from 16 to 15 parcels, due to parcel mergers effective for the 2011/2012 tax year. An annexation also occurred in Zone A for tax year, 2013/2014, increasing the parcel count for that Zone to 7 and the AU to 52.972. For tax year 2018/2019, one parcel was split into two with a slight size reduction, decreasing the AU to 52.796. The number of parcels in Zone B was reduced from 15 to 10 due to parcel mergers/changes effective for the 2013/2014 and 2014/2015 tax years. A clerical error was brought to the City's attention in December 2019 which has been transcribed over time and resulted in a higher AU in Zone B. For FY2020/21, the clerical error has been corrected resulting in a lower AU in Zone B.

Please refer to the Section V of this Report, Assessment Roll, for details.

## **IMPROVEMENTS AND SERVICES PROVIDED**

Improvements within the District which are maintained and serviced may include but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls and associated appurtenances within the public right-of-way or specific easements.

The maintenance of District improvements generally include, but are not limited to, all materials, equipment, utilities, labor and incidental expenses, including administrative expenses, for the annual operation of the District and maintenance of the improvements. Also included is the performance of occasional repairs and the removal or replacement of improvements, as needed.

The specific improvements being maintained and serviced within each Zone of the District are defined on the following page:

### **Zone A Improvements (Northerly of I-80 Freeway)**

- Landscaping totaling 16,920 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of seven street light poles and fourteen street lights.
- Maintenance of two and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,102 linear feet).

### **Zone B Improvements (Southerly of I-80 Freeway)**

- Landscaping totaling 18,486 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of ten street light poles and twenty street lights.
- Maintenance of one and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,859.58 linear feet).

Reference is made to the plans and specifications for the improvements which are on file with the City and are incorporated herein by reference.

## **SECTION II – METHOD OF APPORTIONMENT**

The 1972 Act allows for the establishment of assessment districts by public agencies for the purpose of providing certain public improvements as detailed in Section I of this Report. The 1972 Act also requires that the cost of these improvements and services be assessed based on benefit received rather than by assessed value of the properties being assessed. In accordance with the 1972 Act, Section 22573:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits received by each such lot or parcel from the improvements”*

The method of apportionment described in this Report, and confirmed by the City Council, utilizes commonly accepted engineering practices which have been established pursuant to the 1972 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided. The special benefit received by each lot or parcel is over and above any general benefit conferred upon said lots or parcels or to the public at large.

## **DESCRIPTION OF BENEFIT**

### ***Special Benefit***

The improvements and associated costs have been allocated to the assessable properties within the District based upon the special benefit received by those properties, pursuant to the provisions of the 1972 Act. The improvements for which the properties will be assessed have been identified as necessary, were approved by the property owners within the District through a Proposition 218 assessment ballot procedure and are in compliance with the development plans and General Plan of the City. As such, the improvements and continuing maintenance and servicing are strictly the obligation of the properties within the District.

### ***General Benefit***

Although the improvements may be visible to passersby or to the public at large, the improvements were installed after approval from the property owners and are for the benefit of properties within the District. It has been determined therefore, any access to or use by properties or individuals outside the District is completely incidental and the costs of operating, maintaining and servicing said improvements provides no measurable benefit to said outside properties or individuals.

### ***Definition of Special Benefit***

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements



and services provided, including the visual desirability provided by well maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

*“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”*

The special benefits associated with local landscape and lighting improvements are specifically:

- Enhanced desirability of properties due to proximity of the improvements.
- Improved aesthetic appeal provided by a positive representation of the community.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction in possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.
- Enhanced environmental quality provided by adequate green space and other landscaping which helps moderate temperatures, reduce noise pollution and control dust and debris.

## **ASSESSMENT RANGE FORMULA**

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, and Government Section 53739 (b) (1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment for this District and was approved by the property owner(s) at the time of formation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law, the Government Code excludes certain conditions of a new or increased assessment. These conditions include:

*“An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency...”*

The initial maximum assessment for the District was established at the time of formation and was assessed for the first time during the 2008/2009 fiscal year. The initial maximum assessment for Zone A was \$415.52 per Assessment Unit (“AU”). The initial maximum assessment for Zone B was \$390.80 per AU. The initial maximum assessment for each Zone has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2008/2009, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or two percent (2%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 2% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate (assessment per AU) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (2009/2010) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Adjusted Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. Each fiscal year, the greater of CPI or 2% is applied to the Maximum Assessment Rate from last year. As such, the April 2020 CPI is 1.1% therefore a 2% will be applied to the Maximum Assessment Rate from last year. The Zone A Maximum Assessment Rate for the upcoming fiscal year (2020/2021) therefore, shall be **\$570.73** per AU. The Zone B Maximum Assessment Rate for the upcoming fiscal year shall be **\$538.78** per AU. The table below shows the Adjusted Maximum Assessment Rate for each Zone, for each fiscal year since the formation of the District. The Adjusted Maximum Assessment Rates have been calculated independently of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Government Code.

#### **Zone A LLAD Assessment/CPI History**

<b>Fiscal Year</b>	<b>April CPI</b>	<b>Allowable Increase</b>	<b>Actual April CPI Calculation</b>	<b>Adjusted Max. Assessment per AU</b>	<b>Actual Assessment per AU</b>
2008/2009	N/A	N/A	N/A	\$415.52	\$415.82
2009/2010	0.80%	2.00%	1.020000000	\$423.83	\$415.82
2010/2011	1.71%	2.00%	1.020000000	\$432.31	\$415.82
2011/2012	2.82%	2.82%	1.028212932	\$444.51	\$394.80
2012/2013	2.07%	2.07%	1.020775582	\$453.74	\$394.80
2013/2014	2.38%	2.38%	1.023809026	\$464.54	\$377.74

2014/2015	2.78%	2.78%	1.027873710	\$477.49	\$377.74
2015/2016	2.43%	2.43%	1.024362313	\$489.12	\$377.74
2016/2017	2.70%	2.70%	1.026950338	\$502.30	\$377.74
2017/2018	3.78%	3.78%	1.037888610	\$521.34	\$377.74
2018/2019	3.20%	3.20%	1.032	\$538.02	\$396.32
2019/2020	4.0%	4.0%	1.040	\$559.54	\$409.69
2020/2021	1.1%	2.0%	1.020	\$570.73	<b>\$422.04</b>

### Zone B LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment per AU	Actual Assessment per AU
2008/2009	N/A	N/A	N/A	\$390.80	\$390.80
2009/2010	0.80%	2.00%	1.020000000	\$398.62	\$390.80
2010/2011	1.71%	2.00%	1.020000000	\$406.59	\$390.80
2011/2012	2.82%	2.82%	1.028212932	\$418.06	\$342.04
2012/2013	2.07%	2.07%	1.020775582	\$426.75	\$342.04
2013/2014	2.38%	2.38%	1.023809026	\$436.91	\$342.04
2014/2015	2.78%	2.78%	1.027873710	\$449.09	\$342.04
2015/2016	2.43%	2.43%	1.024362313	\$460.03	\$342.04
2016/2017	2.70%	2.70%	1.026950338	\$472.43	\$342.04
2017/2018	3.78%	3.78%	1.037888610	\$490.32	\$348.06
2018/2019	3.20%	3.20%	1.032	\$506.01	\$359.06
2019/2020	4.0%	4.0%	1.040	\$526.25	\$392.64
2020/2021	1.1%	2.0%	1.020	\$538.78	<b>\$405.68</b>

To impose a new assessment or an increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of a public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest ballot process before any such new or increased assessment can be imposed.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners.

### ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common

approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Assessment Unit ("AU") method of apportionment. This methodology utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to similar properties benefitting from the improvements.

The District is comprised of one parcel type; commercial. Each commercial parcel receives similar benefit from the improvements due to the relative size of the properties, the specific improvements and proximity of the improvements to the properties. It has been determined that the buildable acreage of each parcel is an appropriate basis in calculating the total AU for that parcel. The individual commercial parcel, acreage is multiplied by a factor of 4.00 to determine the total AU for that parcel. The total Zone AU is then divided into the "Total Balance to Assessment" (as shown in Section III of this Report) to determine the annual assessment rate. The AU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel.

### SECTION III – ZONE BUDGETS

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs for each Zone have been prepared based on the estimated and recent historical costs of providing said maintenance and servicing.

#### Zone A – (Pinole Valley Road North) Budget

<b>DIRECT COSTS</b>	
Landscape Maintenance, Litter Abatement & Graffiti Removal	\$800.00
Irrigation System	\$2,600.00
Irrigation Power/Control	\$950.00
Traffic Signal Power	\$1,000.00
Traffic Signal Maintenance – County	\$5,000.00
Traffic Signal Maintenance – Cal-Trans	\$1,300.00
Street Light Maintenance and Power	\$3,500.00
Capital Replacement Fund <sup>1</sup>	<u>\$6,000.00</u>
<b>Direct Costs Sub-Total</b>	<b>\$21,150.00</b>
<b>INDIRECT COSTS</b>	
City Administration	\$1,000.00
County Administration Fee	<u>\$131.80</u>
<b>Indirect Costs Sub-Total</b>	<b>\$1,131.80</b>
<b>TOTAL COSTS</b>	<b>\$22,281.80</b>
<b>Operating Reserve Collection/(Reduction) *</b>	<b>\$0.00</b>
<b>Estimated Operating Reserve Fund Beg. Balance (7/1/2019)</b>	<b>\$0.00</b>

<b>Estimated Operating Reserve Fund Ending Balance (6/30/2020)</b>	<b>\$0.00</b>
<b>TOTAL BALANCE TO ASSESSMENT</b>	<b>\$22,081.80</b>
<b>Total Assessable AU (7 parcels)</b>	<b>52.796</b>
<b>2020/2021 PROPOSED ASSESSMENT PER AU</b>	<b>\$422.04</b>
<b>2020/2021 MAXIMUM ASSESSMENT PER AU</b>	<b>\$576.33</b>

#### **Zone B – (Pinole Valley Road South) Budget**

<b>DIRECT COSTS</b>	
Landscape Maintenance, Litter Abatement & Graffiti Removal	\$700.00
Irrigation System	\$2,500.00
Irrigation Power/Control	\$110.00
Traffic Signal Power	\$1,800.00
Traffic Signal Maintenance – County	\$3,500.00
Traffic Signal Maintenance – Cal-Trans	\$1,000.00
Street Light Maintenance and Power	\$5,000.00
Capital Replacement Fund <sup>1</sup>	\$4,500.00
<b>Direct Costs Sub-Total</b>	<b>\$19,110.00</b>
<b>INDIRECT COSTS</b>	
City Administration	\$1,000.00
County Administration Fee	\$133.50
<b>Indirect Costs Sub-Total</b>	<b>\$1,133.50</b>
<b>TOTAL COSTS</b>	<b>\$20,243.50</b>
<b>Operating Reserve Collection/(Reduction) *</b>	<b>\$0</b>
<b>Estimated Operating Reserve Fund Beg. Balance (7/1/2019)</b>	<b>\$0</b>
<b>Estimated Operating Reserve Fund Ending Balance (6/30/2020)</b>	<b>\$0</b>
<b>TOTAL BALANCE TO ASSESSMENT</b>	<b>\$20,243.50</b>
<b>Total Assessable AU (10 parcels)</b>	<b>49.900</b>
<b>2020/2021 PROPOSED ASSESSMENT PER AU</b>	<b>\$405.68</b>
<b>2020/2021 MAXIMUM ASSESSMENT PER AU</b>	<b>\$542.04</b>

\* The 1972 Act allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later." The Reserve Fund will be considered fully funded when the account balance reaches an amount equal to approximately 50% of the annual District costs.

**<sup>1</sup> Capital Replacement Fund** – This line item, shown on the budget page for each Zone, is specifically intended for the use in replacing the lighting poles for street lights and traffic signals within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 50 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or by natural disaster. The current replacement cost of a lighting pole is approximately \$10,500.00.

At the end of FY19/20, the Capital Reserve Replacement Fund was \$30,613.24 for the District. The City sought to collect \$9,500 from both Zones with a goal of increasing the Capital Replacement Fund to \$40,113.24. We are on target to meet or exceed our goal and expect to begin FY20/21 with \$40,113.24 in the Capital Reserve Replacement Fund.

Calculation as estimated to replace all lighting poles after 50 years, as well as a contingency to account for the possibility of a knockdown, accident or natural disaster:

Zone	Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$50 per pole)	Estimated Yearly Cost
A	\$10,500	10	50	\$500	\$2,600.00
B	\$10,500	12	50	\$600	\$3,120.00

\$10,500 per light pole \* 22 poles = \$231,000 / 50 years = \$4,620 + \$1,100 for Contingency = \$5,720 annually.

The replacement cost of a lighting pole was increased from \$6,000 to \$10,500 in the 2015/2016. The change was initiated based on the actual cost to replace a street light pole. The original amount was an estimate which was shown to be less than needed to actually replace a street light pole. The costs will continue to be collected through the assessment amounts as part of the Capital Replacement Fund, as shown in the District Budgets.

## DESCRIPTION OF BUDGET ITEMS

**1. Landscape Maintenance** – Includes all regularly scheduled labor, material and equipment required to properly maintain the landscaping improvements and ensure they remain in a healthy and satisfactory condition. This item also includes the costs of labor and material required for weed control and graffiti abatement within the District.

**2. Irrigation** – Includes the furnishing of water required for the proper maintenance of the landscaping.

**3. Irrigation Power/Control** – Includes the costs of furnishing electrical energy, repairs and other maintenance required to operate and maintain the irrigation system.

**4. Traffic Signal Maintenance and Power** – Includes the costs of furnishing electrical energy required for the proper operation of the traffic signals, all regularly scheduled labor, and material and equipment required to properly maintain the traffic signals and poles which includes replacement of the signal bulbs when necessary.

**5. Street Light Maintenance and Power** – Includes the costs of furnishing electrical energy required for the proper operation of the street lights, all regularly scheduled labor, material and equipment required to properly maintain the street lights and poles which includes replacement of the bulbs when necessary.

**6. Capital Replacement Fund** – Includes the costs to build a fund for the eventual replacement of the street light and traffic signal poles and other items. This also serves as a contingency for a natural disaster or an accidental knockdown of a street light pole.

**7. City Administration** – Includes the costs to all particular departments and staff of the City for providing coordination of annual District administration process, operation and maintenance of the improvements and responding to public concerns.

**8. County Administration Fee** – Includes the County costs related to placement of the annual assessment charges onto the tax roll and the generation of annual tax bills related thereto. Contra Costa County charges a Levy Code Fee of \$250 per district, \$0.76 Collection Fee per parcel, and \$0.09 Assessor User Code Fee per parcel. Each Zone is charged \$125 plus \$0.85 per parcel.

## **SECTION IV – DISTRICT DIAGRAM**

The following page(s) show the Assessment Diagrams for The Pinole Valley Road Landscape and Lighting Assessment District. The lines and dimensions shown on maps of the Contra Costa County Assessor for the current year are incorporated by reference herein and made part of this Report.

## **SECTION V – ASSESSMENT ROLL**

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Contra Costa County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within the District for Fiscal Year 2020/2021, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the

approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

Zone	APN	Parcel Acreage	Parcel Type	Parcel AU	2020/2021 Assessment per AU	2020/2021 Assessment	Applied Assessment
A	401-211-030	3.62	COM	14.48	\$422.04	\$6,111.08	\$6,111.08
A	401-211-031	1.27	COM	5.08	\$422.04	\$2,143.94	\$2,143.94
A	401-211-032	0.42	COM	1.68	\$422.04	\$709.02	\$709.02
A	401-211-033	0.6	CMV	2.40	\$422.04	\$1,012.89	\$1,012.88
A	401-211-035	0.573	COM	2.292	\$422.04	\$967.31	\$967.30
A	401-410-005	2.23	COM	8.92	\$422.04	\$3,764.56	\$3,764.56
A	401-410-019	2.006	COM	8.024	\$422.04	\$3,486.41	\$3,486.40
A	401-410-020	<u>2.48</u>	COM	<u>9.92</u>	\$422.04	\$4,186.59	\$4,186.58
		<b>13.199</b>		<b>52.796</b>		<b>\$22,281.80</b>	<b>\$22,281.76</b>
B	360-010-028	0.344	COM	1.376	\$405.68	\$558.22	\$558.22
B	360-010-029	1.738	COM	6.952	\$405.68	\$2,820.30	\$2,820.30
B	360-010-030	0.53	COM	2.12	\$405.68	\$860.04	\$860.04
B	360-010-031	0.63	COM	2.52	\$405.68	\$1,022.32	\$1,022.32
B	360-010-033	0.43	COM	1.72	\$405.68	\$697.77	\$697.76
B	360-150-043	1.24	COM	4.96	\$405.68	\$2,012.18	\$2,012.18
B	360-150-044	0.48	COM	1.92	\$405.68	\$778.91	\$778.90
B	401-310-021	5.683	COM	22.732	\$405.68	\$9,221.95	\$9,221.94
B	401-310-022	0.46	COM	1.84	\$405.68	\$746.45	\$746.44
B	430-330-027	<u>0.94</u>	COM	3.76	\$405.68	\$1,525.36	\$1,525.36
		<b>12.475</b>		<b>49.900</b>		<b>\$21,243.50</b>	<b>\$20,243.46</b>
	<b>Totals:</b>	<b>25.674</b>		<b>102.696</b>		<b>\$42,525.30</b>	<b>\$42,525.22</b>

Parcel Type: "COM" is a developed commercial property  
"CMV" is an undeveloped commercial property

**Zone A** – APN 401-410-017 was merged from three former parcels (APN's 401-410-014,

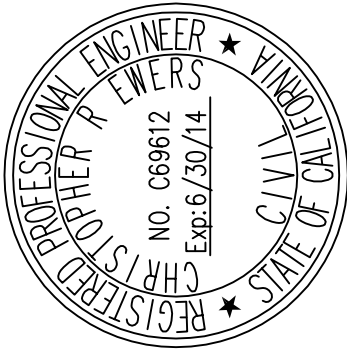
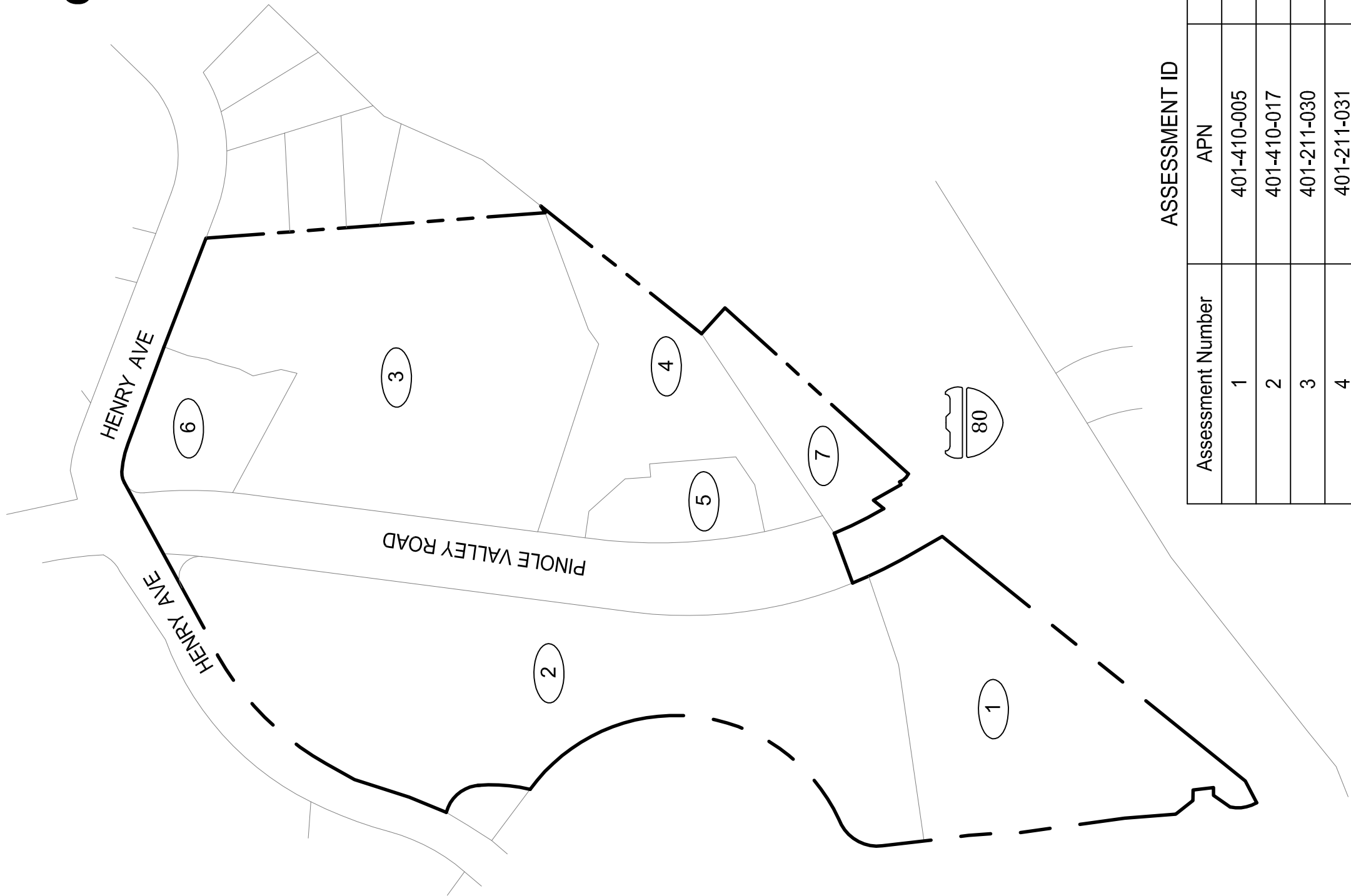


401- 410-015 & 401-410-016), and became active and assessable for Fiscal Year 2011/2012. APN 401-211-34 was annexed into the District for the 2013/2014 year. APN 401-410-017 was split into 401-410-019 and 020 for Fiscal Year 2018/2019.

**Zone B** – APN's 401-310-010 and 401-310-013 were merged into APN 401-310-019. This parcel became active and assessable for Fiscal Year 2011/2012. APN's 401-310-002; 003; 012; 017; 018 & 019 were merged into APN 401-310-021 for Fiscal Year 2013/2014. APN 401-310-018 became parcel 022 for Fiscal Year 2013/2014. APN 430-330-022 merged into APN 401-310-021 for Fiscal Year 2014/2015.

REVISED ASSESSMENT DIAGRAM  
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT  
ZONE A

CITY OF PINOLE  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PINOLE,  
THIS DAY \_\_\_\_ OF \_\_\_\_, 20\_\_.

CITY CLERK  
CITY OF PINOLE  
CONTRA COSTA COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE REVISED ASSESSMENT DIAGRAM FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PINOLE AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_.

CITY CLERK  
CITY OF PINOLE  
CONTRA COSTA COUNTY, CALIFORNIA

FILED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M.,  
IN BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN  
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

COUNTY RECORDER  
COUNTY OF CONTRA COSTA

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL  
WITHIN THE DISTRICT, REFER TO THE 2006 COUNTY OF CONTRA COSTA ASSESSOR'S MAPS.

ASSESSMENT ID

Assessment Number	APN	ZONE
1	401-410-005	A
2	401-410-017	A
3	401-211-030	A
4	401-211-031	A
5	401-211-032	A
6	401-211-033	A
7	401-211-034	A

LEGEND

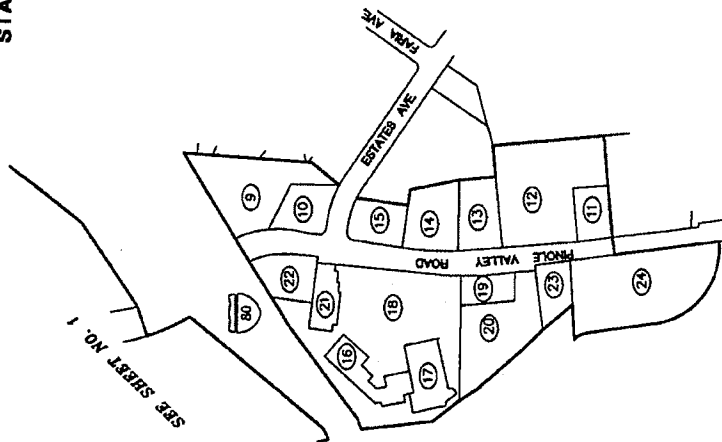
- EXISTING ZONE A BOUNDARY
- PARCEL LINES
- 3 ASSESSMENT NO.



SCALE: 1" = 100'  
GRAPHIC SCALE

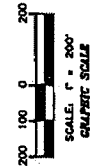
# ASSESSMENT DIAGRAM PINOLE VALLEY LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE B

CITY OF PINOLE  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA



ASSESSMENT ID		
Assessment Number	APN	ZONE
9	360-150-043	B
10	360-150-044	B
11	360-010-028	B
12	360-010-029	B
13	360-010-030	B
14	360-010-031	B
15	360-010-033	B
16	401-310-002	B
17	401-310-003	B
18	401-310-010	B
19	401-310-012	B
20	401-310-013	B
21	401-310-017	B
22	401-310-018	B
23	430-330-022	B
24	430-330-027	B

LEGEND  
 --- ANNEXATION BOUNDARY  
 --- PARCEL LINES  
 (21) ASSESSMENT NO.



N|B|S

3505 Inmate Parkway, Suite 110  
 Fremont, CA 94532  
 Local Government Solutions



## **CITY COUNCIL REPORT**

**9A**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: ANDREA MILLER, FINANCE DIRECTOR**

**SUBJECT: RECEIVE THE FISCAL YEAR (FY) 2019-20 THIRD QUARTER  
FINANCIAL REPORT AND ADOPT A RESOLUTION APPROVING  
BUDGET ADJUSTMENTS**

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### **RECOMMENDATION**

It is recommended that the City Council:

1. Receive the Fiscal Year (FY) 2019-20 Third Quarter Financial Report; and
2. Adopt a resolution approving budget adjustments per staff recommendations in Attachment A.

### **BACKGROUND**

For the period July 1, 2019 through March 31, 2020, cash flows were sufficient to sustain normal City operations and to satisfy Enforceable Obligation payment commitments of the City's Successor Agency.

Staff has reviewed the third quarter financial performance for the City's FY 2019-20 budget. While revenue and expenditures for the third quarter of the fiscal year should average 75% of budget, there are cases where revenue and expenditures are above or below projections for the period based on timing of receipts and expenses. These are explained in this report.

Pinole like other communities has been impacted by the shelter-in-place order resulting from COVID-19. Using guidance recommended by municipal finance experts, staff has analyzed all revenue and expenditures to project anticipated revenue and expenditures through fiscal year end June 30, 2020.

Footnotes for proposed adjustments are included in the financial report Attachment A.

## **REVIEW & ANALYSIS**

### **General Fund Revenue Analysis**

The FY 2019-20 budget was originally adopted projecting General Fund revenues to be sufficient to meet anticipated expenditures in FY 2019-20 with a projected positive net result of \$2,832 (net of \$1 million from Fund Balance for the fire engine) at fiscal year-end. The revised budget reflects amendments approved by City Council through mid-year on February 18, 2020. Staff now projects a fiscal year-end surplus of \$1,856,710. This is largely the result of \$500,000 received from Pinole Assisted Living Community (PALC) for repayment of a loan, and \$975,000 for the fire engine remaining unspent that will carry over to next fiscal year from fund balance.

General Fund revenue for the third quarter were realized at 68% of projections. The City uses HdL, Coren & Cone Consultants to provide an analysis of property assessed values and Sales Tax projections. HdL provided the City updated projections after the COVID-19 shelter-in-place (SIP) order to assist staff in revising the year-end projections. Budget projections are based on a 95% conservative estimate of HdL, Coren & Cone's analysis.

- ***Sales Tax***

For FY 2019-20, Sales Tax revenue is the City's largest General Fund revenue stream which has historically shown steady increases year-over-year. Sales Tax collections for the third quarter are 71% of projections which is slightly less than 75% for the same period in the prior fiscal year. It is anticipated that Sales Tax will be the most significantly impacted by the SIP order. Staff is recommending a budget reduction of \$198,981 to account for estimated revenue loss from the SIP order.

- ***Property Tax***

Property Tax is the City's second largest revenue stream for FY 2019-20 with third quarter collections at 65% of projections. Property Tax settlements are received in December, April, and June.

Included in Property Tax are Redevelopment Property Tax Trust Funds (RPTTF) and County pass-through payments. These payments are the result of the dissolution of the former Pinole Redevelopment Agency, and represent the shift from the Agency receiving the tax revenue to the taxing entities receiving the tax revenue. These receipts vary year to year, and for FY 2019-20 we projected a budget of \$1,290,871 based on a conservative estimate of prior year actual receipts. 91% of projections have been received for the third quarter. The City receives 18.7% of RPTTF revenues which are not obligated to pay off former Redevelopment debt. Staff estimates an additional \$495,463 RPTTF receipts by fiscal year-end.

- **All Other General Fund Revenue**

Utility Users Tax is the City's third largest General Fund revenue stream with 75% realized for the third quarter slightly higher than 73% for the same period in the prior fiscal year. Franchise Tax is at 81% of projections for the third quarter.

Other Taxes which includes Transient Occupancy Tax (TOT) and Business Licenses are at 84% of projections compared to 92% at the same period in the prior fiscal year. Revenue from TOT will be impacted significantly as a result of the SIP order although the City does not have a high tourism economy. 74% of TOT has been received for the third quarter, and staff projects a 50% reduction in the fourth quarter for an estimated \$51,107 through year-end. The majority of Business License collections are received in December and January as business licenses expire on December 31<sup>st</sup> and are due for renewal on or before January 1<sup>st</sup>. Staff estimates a slight decrease in the business license applications in the fourth quarter for short-term contractors impacted by the SIP order.

Intergovernmental tax which includes Motor Vehicle License Fee (VLF) and Homeowner Property Tax Relief are at 53% for the third quarter. Motor Vehicle License Fees are usually received in January and May. Staff recommends an adjustment of \$133,397 to align with the projected VLF actuals. Public Safety Charges includes Dispatch services and is at 67% for the period compared to 60% for the same period in the prior year. Dispatch billing occurs at the end of each quarter and is in progress.

Other revenue categories for the most part is in line with expectations for the period with exceptions noted in the Financial Report Attachment A. As mentioned earlier, the City received a \$500,000 loan payment from PALC which has been recorded in the General Fund

**Recommendation:**

Staff is recommending FY 2019-20 General Fund revenue adjustments in the amount of \$736,818 (Attachment A).

**General Fund Expenditure Analysis**

The City Council approved the FY 2018-19 General Fund Budget with specific expenditure assumptions limiting expenditures to maintain a balance between anticipated revenues and planned expenditures, while authorizing the use of fund balance for specific one-time expenditures. The one-time use currently included in the adopted budget is for the purchase of a new fire engine in the amount of \$1 million.

Operating Budget Expenditures for the City's General Fund are at 61% of projections at the end of the third quarter.

Staff presented proposed adjustments to the City Council during the Budget Workshop on May 26, 2020 which included FY 2019-20 projected year-end. Staff analyzed each expenditure category to estimate projected year-end actuals with the existing and anticipated extended SIP order. Footnotes are included in the Financial Report Attachment A. The largest expenditure savings is from the fire engine that has \$975,000 remaining unspent which will be carried forward to next fiscal year from fund balance.

**Recommendation:**

Staff is recommending FY 2019-20 General Fund expenditure adjustments in the amount of -\$2,231,723 (Attachment A).

**OTHER FUNDS**

**Measure S 2006 Analysis**

The voter-approved 2006 City General Purpose Use Tax is levied at 0.5% on all retail sales. These taxes have been allocated by the City Council to fund Public Safety programs as their highest funding priority. Measure S 2006 revenue collections were 69% of projections at the end of the third quarter, while expenditures are at 77%% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 Measure S 2006 revenue budget adjustments of -\$111,004 and expenditure budget adjustments of \$25,199 (Attachment A).

**Measure S 2014 Analysis**

The voter-approved 2014 City General Purpose Use Tax is also levied at 0.5% on all retail sales. These funds are used to address some of the City's operational and ongoing and previously deferred capital improvement needs. Measure S 2014 revenue collections are 69% of projections at the end of the third quarter, while expenditures are 45% of appropriations. This level of expenditure is primarily due to capital projects that have not been initiated as of yet.

**Recommendation:**

Staff is recommending FY 2019-20 Measure S 2014 revenue budget adjustments of -\$111,004 and expenditure budget adjustments of -\$1,650,252 (Attachment A).

**Gas Tax Analysis**

The Gas Tax Fund accounts for the Highway Users Tax Account (HUTA) State imposed excise taxes on gasoline and diesel fuel sales within the City Limits. These taxes are distributed primarily on the basis of population pursuant to formulas

specified in Streets and Highways Code Sections 2105, 2106, 2107, 2107.5, and Section 2103. As a result of the Road Repair and Accountability Act of 2017 (SB1 Beall), funds received as part of the Road Maintenance and Rehabilitation Account (RMRA) Section 2106 are also accounted for in this fund. Gas Tax funds are restricted for use in the construction, improvement and maintenance of public streets. These funds support both annual operating and capital projects.

Gas Tax revenue collections are 75% of projections at the end of the third quarter, while expenditures are 67% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 Gas Tax revenue budget adjustments of -\$1,744 and expenditure budget adjustments of -\$62,682 (Attachment A).

**Restricted Real Estate Maintenance Analysis**

This fund accounts for revenues resulting from the sale or rental of property owned by the former Redevelopment Agency. These resources are used to maintain properties owned by the Successor Agency within the boundaries of the former Redevelopment Agency.

Restricted Real Estate Maintenance revenue collections are 10% of projections at the end of the third quarter, while expenditures are 50% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 Restricted Real Estate Maintenance revenue budget adjustments of \$3,187 and expenditure budget adjustments of -\$12,699 (Attachment A).

**Public Safety Augmentation Fund Analysis**

The Public Safety Augmentation Fund (PSAF) accounts for monies allocated by the County Auditor-Controller under Prop 172 from the statewide one-half cent sales tax based on a share of statewide taxable sales. These funds are used exclusively for public safety. The receipt of these funds is conditioned on maintenance of effort using base year 1992-93.

PSAF revenue collections are 72% of projections at the end of the third quarter, while expenditures are 71% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 PSAF revenue budget adjustments of -\$6,912 and expenditure budget adjustments of -\$11,191 (Attachment A).



### Police Grants Analysis

The Police Grants fund accounts for grants received and used exclusively for public safety. Funding for school resource officers received from West Contra Costa Unified School District and Alcoholic Beverage Control (ABC) grant funding is recorded in this fund.

Police Grant revenue collections are 72% of projections at the end of the third quarter, while expenditures are 67% of appropriations.

### **Recommendation:**

Staff is recommending FY 2019-20 Police Grant revenue budget adjustments of -\$16,099 and expenditure budget adjustments of -\$71,702 (Attachment A).

### Traffic Safety Fund Analysis

The Traffic Safety Fund accounts for fines and forfeitures received by the City under Section 1463 of the Penal Code. These funds are used exclusively for official traffic control devices, the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the City. Funds shall not be used to pay the compensation of traffic or other police officers. The fund may be used to pay the compensation of school crossing guards who are not regular full-time members of the police department of the City.

Traffic Safety revenue collections are 76% of projections at the end of the third quarter, while expenditures are 30% of appropriations.

### **Recommendation:**

Staff is recommending FY 2019-20 Traffic Safety revenue budget adjustments of -\$2,330 and expenditure budget adjustments of -\$13,432 (Attachment A).

### Supplemental Law Enforcement Services Fund Analysis

Supplemental Law Enforcement Services Fund (SLESF) accounts for funds received from the County under AB 3229 which enacted the Citizens Option for Public Safety (COPS) Program through which funds could be annually provided in the State budget for local law enforcement jurisdictions. The minimum allocation for public agencies is \$100,000, which is the amount which has been historically allocated to Pinole.

SLESF revenue collections are 100% of projections at the end of the third quarter, while expenditures are 41% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 SLESF expenditure budget adjustments of -\$72,563 (Attachment A).

**NPDES Storm Water Fund Analysis**

Accounts for assessments collected by the County via property tax bills pursuant to the National Pollution Discharge Elimination System (NPDES) Regulations, a federally mandated program. Assessments are levied at \$35 per Equivalent Runoff Unit (ERU). Revenue estimates are based on the number of ERU's multiplied by the adopted rate.

NPDES Storm Water revenue collections are 63% of projections at the end of the third quarter, while expenditures are 61% of appropriations.

**Recommendation:**

Staff is recommending FY 2019-20 NPDES revenue budget adjustments of \$5,530 and expenditure budget adjustments of -\$80,532 (Attachment A).

**Recreation Department**

The Recreation Department has been drastically impacted by the SIP Order that has caused programs to close. Overall, the Recreation Department realized 79% of projected revenue and 43% of expenditure projections at the end of the third quarter.

**Recommendation:**

Staff is recommending FY 2019-20 Recreation revenue budget adjustments of -\$102,913 and expenditure budget adjustments of -\$191,441 (Attachment A).

**Building & Planning Fund Analysis**

The Building Fund's FY 2019-20 adopted budget projected a net \$205,016 use of Fund Balance to achieve a balanced budget. Revenue at the end of the third quarter is 65% of projections, while expenditures are 56% of appropriations. Development services has been impacted by the SIP order, and revised revenue and expenditures takes this into consideration.

**Recommendation:**

Staff is recommending a FY 2019-20 Building & Planning Fund revenue budget adjustments of -\$237,598 and expenditure budget adjustments of -\$413,020 (Attachment A).

### Refuse Management Fund Analysis

The Refuse Management Fund accounts for resources received via Richmond Sanitary Service for a fee imposed under AB 939 of \$0.83 per can per month on all residential customers in Pinole. These revenues are restricted to programs and activities that encourage and promote recycling of solid waste products and generate source reduction for sanitary landfills used for refuse disposal and trash reduction. Revenue collections at the end of the third quarter are 86% of projections, and expenditures are 54% of projections.

#### **Recommendation:**

Staff is recommending a FY 2019-20 Refuse Management Fund revenue budget adjustments of \$5,887 and expenditure budget adjustments of -\$33,422 (Attachment A).

### Solid Waste Fund Analysis

The Solid Waste Fund accounts for resources received Republic Service for solid waste capital projects. Revenue collections at the end of the third quarter are 79% of projections, and expenditures are 0% of projections.

#### **Recommendation:**

Staff is recommending a FY 2019-20 Solid Waste Fund revenue budget adjustments of \$133,776 and expenditure budget adjustments of -\$42,000 (Attachment A).

### Measure J Fund Analysis

Accounts for special override sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula split (50/50) between population and road mileage.

Revenue collections are received in June of each year. Revenue at the end of the third quarter are 5% of projections, and expenditures are 32% of projections.

#### **Recommendation:**

Staff is recommending a FY 2019-20 Measure J Fund revenue budget adjustments of \$5,000 and expenditure budget adjustments of -\$55,582 (Attachment A).

### Housing Administration Fund Analysis

The Housing Administration Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. Revenue at the end of the third quarter is at 42% of projections, while expenditures are 29% of projections.

#### **Recommendation:**

Staff is recommending FY 2019-20 Housing Administration Fund revenue budget adjustments of -\$25,300 and expenditure budget adjustments of -\$147,931 (Attachment A).

### Lighting and Landscape District Fund Analysis

The Lighting and Landscape District Fund accounts for assessments to property owners to maintain median lighting and landscaping within the Pinole Valley Road North and South areas. Revenue at the end of the third quarter is at 56% of projections, while expenditures are 46% of projections.

#### **Recommendation:**

Staff is recommending FY 2019-20 Lighting and Landscape District Fund revenue budget adjustments of -\$3,530 and expenditure budget adjustments of -\$3,315 (Attachment A).

### Sewer Enterprise Fund Analysis

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant which services the Pinole and Hercules areas. Sewer Usage Fees are received with Property Tax in December, April, and June. Revenue at the end of the third quarter is 59% while expenses are 48% for the period.

#### **Recommendation:**

Staff is recommending FY 2019-20 Sewer Enterprise revenue budget adjustments of \$26,797 and expenditure budget adjustments of -\$2,136,856 (Attachment A).

### Cable Access TV Fund Analysis

Accounts for revenue received from cable franchise fees, video production charges, and PEG access fees. PEG access fees are designated for equipment purchases. Revenue at the end of the third quarter is at 28% of projections, while expenditures are 57% of projections.

**Recommendation:**

Staff is recommending FY 2019-20 Cable Access TV Fund revenue budget adjustments of -\$112,151 and expenditure budget adjustments of -\$118,846 (Attachment A).

**Information Systems Fund Analysis**

Information Systems is an internal service fund used to account for activities that provide goods or services to other funds and departments on a cost-reimbursement basis. Expenditures at the end of the third quarter is at 64% of projections, while cost allocations to charge other departments and funds is at 0% of projections. Finance allocates the costs annually at fiscal year-end.

**Recommendation:**

Staff is recommending FY 2019-20 Information Systems Fund expenditure budget adjustments of -\$162,863 (Attachment A).

**Recognized Obligation Payment Fund Analysis**

The Redevelopment Obligation Retirement Fund (RORF) was created to account for the close-out activities of the Successor Agency to the Pinole Redevelopment Agency. Pledged property tax revenues will continue to be provided to the City for timely payment of outstanding redevelopment bond debt obligations, to reimburse the City for Administrative staff time up to \$250,000 per year, and other enforceable obligations in accordance with the Recognized Obligations Payment Schedule (ROPS). Revenue at the end of the third quarter is 115% while expenses are 79% for the period.

**Recommendation:**

Staff is recommending FY 2019-20 RORF revenue budget adjustments of \$3,364 (Attachment A).

**FISCAL IMPACT**

Fiscal impact of the Third Quarter FY 2019-20 Financial Report proposed adjustments are summarized below and described in detail above and in Attachment A.

1. General Fund net revenue increase of \$736,818 offset by a net expenditure decrease of \$2,231,723.
2. Measure S 2006 net revenue decrease of \$111,004 offset by a net expenditure increase of \$25,199.

3. Measure S 2014 net revenue decrease of \$111,004 offset by a net expenditure decrease of \$1,650,252
4. Gas Tax net revenue decrease of \$1,744 offset by a net expenditure decrease of \$62,682.
5. Restricted Real Estate Maintenance net revenue increase of \$3,187 offset by a net expenditure decrease of \$12,699.
6. Public Safety Augmentation Fund net revenue decrease of \$6,912 offset by a net expenditure decrease of \$11,191.
7. Police Grants Fund net revenue decrease of \$16,099 offset by a net expenditure decrease of \$71,702.
8. Traffic Safety Fund net revenue decrease of \$2,330 offset by a net expenditure decrease of \$13,432.
9. Supplemental Law Enforcement Services Fund net expenditure decrease of \$72,563.
10. NPDES Storm Water Fund net revenue increase of \$5,530 offset by a net expenditure decrease of \$80,532.
11. Recreation Fund net revenue decrease of \$102,913 offset by a net expenditure decrease of \$191,441.
12. Building & Planning Fund net revenue decrease of \$237,598 offset by a net expenditure decrease of \$413,020.
13. Refuse Management Fund net revenue increase of \$5,887 offset by a net expenditure decrease of \$33,422.
14. Solid Waste Fund net revenue increase of \$133,776 offset by a net expenditure decrease of \$42,000.
15. Measure J Fund net revenue increase of \$5,000 offset by a net expenditure decrease of \$55,582.
16. Housing Fund net revenue decrease of \$25,300 offset by a net expenditure decrease of \$147,931.
17. Lighting & Landscape District Fund net revenue decrease of \$3,530 offset by a net expenditure decrease of \$3,315.
18. Sewer Enterprise Fund net revenue increase of \$26,797 offset by a net expenditure decrease of \$2,136,856.
19. Cable Access TV Fund net revenue decrease of \$112,151 offset by a net expenditure decrease of \$118,846.
20. Information Systems Fund net expenditure decrease of \$162,863.
21. Recognized Obligation Payment Fund net revenue increase of \$3,364.

## **ATTACHMENTS**

A – FY 2019-20 Third Quarter Financial Report

B – Resolution Adjusting Fiscal Year 2019-20 Budget



# City of Pinole 3rd Quarter Financial Report

For FY 2019-20 Period Ending: 3/31/20

	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
<b>Fund: 100 - General Fund</b>								
<b>Revenue</b>								
311 - Property Taxes Total:	4,033,892	4,033,892	2,634,929	1,398,963	65%	484,763	4,518,655	
<i>Basic 1% Property Tax</i>	<i>2,743,021</i>	<i>2,743,021</i>	<i>1,465,191</i>	<i>1,277,830</i>	<i>53%</i>	<i>(10,700)</i>	<i>2,732,321</i>	[1]
<i>RPTTF and Passthrough Payments</i>	<i>1,290,871</i>	<i>1,290,871</i>	<i>1,169,738</i>	<i>121,133</i>	<i>91%</i>	<i>495,463</i>	<i>1,786,334</i>	[2]
312 - Sales and Use Taxes Total:	3,629,286	3,629,286	2,577,713	1,051,573	71%	(198,981)	3,430,305	[3]
313 - Utility Users Tax Total:	1,898,000	1,898,000	1,421,839	476,161	75%	(7,420)	1,890,580	[4]
314 - Franchise Taxes Total:	744,000	744,000	603,857	140,143	81%	9,257	753,257	[5]
315 - Other Taxes Total:	858,900	858,900	721,274	137,626	84%	(61,107)	797,793	[6,7]
<i>Other Tax/Transient Occupancy Tax</i>	<i>483,900</i>	<i>483,900</i>	<i>357,793</i>	<i>126,107</i>	<i>74%</i>	<i>(51,107)</i>	<i>432,793</i>	[6]
<i>Other Tax/Business License</i>	<i>375,000</i>	<i>375,000</i>	<i>363,480</i>	<i>11,520</i>	<i>97%</i>	<i>(10,000)</i>	<i>365,000</i>	[7]
321 - Intergovernmental Taxes Total:	1,819,484	1,819,484	969,156	850,328	53%	133,397	1,952,881	[8]
323 - State Grants Total:	35,000	35,000	24,090	10,910	69%	804	35,804	[9]
324 - Other Grants Total:	57,026	57,026	-	57,026	0%	(10,000)	47,026	[10]
332 - Permits Total:	73,700	73,700	60,438	13,262	82%	(4,700)	69,000	[11]
341 - Review Fees Total:	34,000	34,000	8,227	25,773	24%	(24,280)	9,720	[12]
342 - Other Fees Total:	12,750	19,750	27,559	(7,809)	140%	9,025	28,775	[13]
343 - Abatement Fees Total:	3,300	12,150	10,243	1,907	84%	(725)	11,425	[14]
351 - Fines and Forfeiture Total:	41,550	41,550	13,462	28,088	32%	(23,867)	17,683	[15]
361 - Public Safety Charges Total:	1,229,973	1,229,973	828,630	401,343	67%	(4,108)	1,225,865	[16]
370 - Interest and Investment Income Total:	200,000	200,000	115,874	84,126	58%	(64,000)	136,000	[17]
381 - Rental Income Total:	81,450	81,450	69,298	12,152	85%	8,211	89,661	[18]
383 - Reimbursements Total:	9,500	20,356	17,766	2,590	87%	(631)	19,725	[19]
384 - Other Revenue Total:	9,000	9,000	9,535	(535)	106%	780	9,780	[20]
392 - Proceeds from Sale of Property Total:	11,000	11,000	1,386	9,614	13%	(9,600)	1,400	[21]
393 - Loan/Bond Proceeds Total:	-	-	-	-	0%	500,000	500,000	[22]
<b>Revenue Total:</b>	<b>14,781,811</b>	<b>14,808,517</b>	<b>10,115,276</b>	<b>4,693,240</b>	<b>68%</b>	<b>736,818</b>	<b>15,545,335</b>	
399 - Transfer in from Section 115 Pension	708,615	708,615	-	-	-	-	708,615	
<b>Sources Total:</b>	<b>15,490,426</b>	<b>15,517,132</b>	<b>10,115,276</b>	<b>4,693,240</b>	<b>65%</b>	<b>736,818</b>	<b>16,253,950</b>	
<b>Expenditures</b>								
Department: 10 - City Council Total:	161,125	163,015	102,246	60,769	63%	(38,322)	124,693	[23]
Department: 11 - City Manager Total:	171,439	217,949	166,993	50,956	77%	(13,500)	204,449	[23]
Department: 12 - City Clerk Total:	246,659	246,659	138,547	108,112	56%	(44,209)	202,450	
Department: 13 - City Treasurer Total:	11,332	11,332	6,346	4,986	56%	(2,929)	8,403	[23]
Department: 14 - City Attorney Total:	110,919	110,919	117,919	(7,000)	106%	152,654	263,573	
<i>City Attorney Services</i>	<i>416,919</i>	<i>416,919</i>	<i>325,185</i>	<i>91,734</i>	<i>78%</i>	<i>178,020</i>	<i>594,939</i>	[24]
<i>City Attorney Indirect Cost Allocations</i>	<i>(306,000)</i>	<i>(306,000)</i>	<i>(207,266)</i>	<i>(98,734)</i>	<i>68%</i>	<i>(25,366)</i>	<i>(331,366)</i>	[24]
Department: 15 - Finance Department Total:	478,572	478,572	369,712	108,860	77%	7,199	485,771	[25]
Department: 16 - Human Resources Total:	471,607	494,907	333,530	161,378	67%	(60,407)	434,500	[23]
Department: 17 - General Government Total:	1,651,460	1,717,973	1,100,139	617,834	64%	(551)	1,717,422	[23]
<b>Total Administrative</b>	<b>3,303,114</b>	<b>3,441,327</b>	<b>2,335,431</b>	<b>1,105,895</b>	<b>68%</b>	<b>(66)</b>	<b>3,441,261</b>	
Department: 22 - Police Department Total:	6,411,500	6,430,396	4,325,706	2,104,690	67%	(568,759)	5,861,637	[23]
Department: 23 - Fire Department Total:	4,453,035	4,456,426	2,112,748	2,343,678	47%	(1,544,746)	2,911,680	[23,26]
<b>Total Public Safety</b>	<b>10,864,535</b>	<b>10,886,822</b>	<b>6,438,455</b>	<b>4,448,368</b>	<b>59%</b>	<b>(2,113,505)</b>	<b>8,773,317</b>	
Department: 34 - Public Works Total:	861,419	887,168	655,261	231,907	74%	27,393	914,561	[27]
Department: 46 - Community Development Total:	280,889	236,009	121,842	114,167	52%	(66,586)	169,423	[23]
<b>Total Development Services</b>	<b>1,142,308</b>	<b>1,123,177</b>	<b>777,103</b>	<b>346,073</b>	<b>69%</b>	<b>(39,193)</b>	<b>1,083,984</b>	
481 - Debt Service Total:	535,000	535,000	536,120	(1,120)	100%	1,120	536,120	[23]
499 - Transfers Out Total:	642,637	642,637	-	642,637	0%	(80,079)	562,558	[23]
<b>Expenditures Total:</b>	<b>16,487,594</b>	<b>16,628,963</b>	<b>10,087,110</b>	<b>6,541,853</b>	<b>61%</b>	<b>(2,231,723)</b>	<b>14,397,240</b>	
<b>Fund: 100 - General Fund Net Results:</b>	<b>(997,168)</b>	<b>(1,111,831)</b>	<b>28,167</b>	<b>(1,848,613)</b>			<b>1,856,710</b>	

## NOTES:

[1] Property Tax payments are received in December, April and June. June payment is anticipated to be slightly less than budget.

[2] June RPTTF payment is anticipated to be slightly higher than budget.

[3] Sales Tax receipts through February are reflected. Revised budget is 95% of HdL projections revised for COVID-19 impacts.

[4] Decrease Utility Users Tax a net -\$7,420 to align budget with projected year-end actual.

[5] Slightly increase Franchise Tax to align with projected year-end actual.

[6] 4th quarter TOT receipts are anticipated to be 50% less than budget due to COVID-19 shelter-in-place order.

[7] Business license applications for short-term contractors in the 4th quarter are expected to be less than budget due to COVID-19 shelter-in-place order.

[8] Increase Motor Vehicle Fees \$133,397 to align with projected year-end actual.

[9] Increase Post reimbursable \$25,000 for higher than anticipated reimbursements. Decrease Abandoned Vehicle funding -\$19,196 due to fewer than anticipated as a result of COVID-19.

	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
[10] Alcoholic Beverage Control (ABC) Grant -\$10,000 was received in prior fiscal year. Measure H funds are received in June.								
[11] Decrease permit revenue -\$4,700 to align with projected actuals and fewer permit activity due to COVID-19 shelter-in-place order.								
[12] Decrease plan check review fee budget \$24,280 to align with projected actuals and fewer plan review activity due to COVID-19 shelter-in-place order.								
[13] Adjust various fee revenue budget primarily in the recurring inspection fee category a net \$9,025 to align with projected actual.								
[14] Decrease abatement revenue a net -\$725 to align with projected actuals.								
[15] Decrease fines and forfeiture revenue a net -\$23,867 to align with projected actuals.								
[16] Decrease public safety charges a net -\$4,108 (-\$4,300 for fingerprinting and +\$192 for safety fees) to align with projected actuals.								
[17] Decrease investment interest revenue -\$64,000 to align with projected actuals due to federal interest rate cuts.								
[18] Increase rental revenue \$8,211 to account for parking lot rent received.								
[19] Decrease reimbursement revenue a net -\$631 to align with projected actuals.								
[20] Increase other revenue a net \$780. \$5,445 received for Mayor's Conference; decrease other miscellaneous revenue categories to align with projected actuals.								
[21] Decrease proceeds from sale of property to align with projected actuals.								
[22] Increase loan/bond proceeds to account for \$500,000 PALC loan repayment received in May.								
[23] Budget adjustments based on projected year-end actual.								
[24] Budget adjustments based on projected year-end actual. Approximately \$100,000 - \$125,000 is reimbursed to the City in the form of cost recovery.								
[25] Budget adjustments based on projected year-end actual. GASB 75 actuarial report.								
[26] Fire engine budget of \$975,000 carried forward to FY 2020-21.								
[27] Budget adjustments based on projected year-end actual. PERS and general liability costs slightly higher than projected.								

**Fund: 105 - Measure S -2006****Revenue**

312 - Sales and Use Taxes Total:	1,960,800	1,960,800	1,350,669	610,131	69%	(107,504)	1,853,296	[1]
370 - Interest and Investment Income Total:	20,000	32,500	24,086	8,414	74%	(3,500)	29,000	[2]
<b>Revenue Total:</b>	<b>1,980,800</b>	<b>1,993,300</b>	<b>1,374,755</b>	<b>618,545</b>	<b>69%</b>	<b>(111,004)</b>	<b>1,882,296</b>	
399 - Transfer in from Section 115 Pension	184,117	184,117	-	-	-	-	184,117	
<b>Sources Total:</b>	<b>2,164,917</b>	<b>2,177,417</b>	<b>1,374,755</b>	<b>618,545</b>	<b>63%</b>	<b>(111,004)</b>	<b>2,066,413</b>	

**Expenditures**

Department: 15 - Finance Department Total:	2,433	2,433	1,333	1,100	55%	(1,100)	1,333	[3]
Department: 22 - Police Department Total:	1,513,954	1,529,954	1,080,760	449,194	71%	(65,538)	1,464,416	[4]
Department: 23 - Fire Department Total:	786,830	942,551	834,457	108,095	89%	91,837	1,034,388	[5]
<b>Expenditures Total:</b>	<b>2,303,217</b>	<b>2,474,938</b>	<b>1,916,549</b>	<b>558,389</b>	<b>77%</b>	<b>25,199</b>	<b>2,500,137</b>	
<b>Fund: 105 - Measure S -2006 Net Results:</b>	<b>(138,300)</b>	<b>(297,521)</b>	<b>(541,794)</b>	<b>60,156</b>			<b>(433,724)</b>	

**Fund: 106 - MEASURE S-2014****Revenue**

312 - Sales and Use Taxes Total:	1,960,800	1,960,800	1,349,804	610,996	69%	(107,504)	1,853,296	[1]
370 - Interest and Investment Income Total:	30,000	65,000	51,530	13,470	79%	(3,500)	61,500	[2]
<b>Revenue Total:</b>	<b>1,990,800</b>	<b>2,025,800</b>	<b>1,401,334</b>	<b>624,466</b>	<b>69%</b>	<b>(111,004)</b>	<b>1,914,796</b>	
399 - Transfer in from Section 115 Pension	8,206	8,206	-	-	-	-	8,206	
<b>Sources Total:</b>	<b>1,999,006</b>	<b>2,034,006</b>	<b>1,401,334</b>	<b>624,466</b>	<b>69%</b>	<b>(111,004)</b>	<b>1,923,002</b>	

**Expenditures**

Department: 10 - City Council Total:	57,200	60,200	33,900	26,300	56%	-	60,200	
Department: 14 - City Attorney Total:	35,000	35,000	19,839	15,161	57%	-	35,000	
Department: 15 - Finance Department Total:	2,433	2,433	1,333	1,100	55%	(1,100)	1,333	[3]
Department: 17 - General Government Total:	692,500	692,500	592,500	100,000	86%	-	692,500	
Department: 18 - Information Systems Total:	64,600	64,600	7,140	57,460	11%	(57,460)	7,140	[3]
<b>Total Administrative</b>	<b>851,733</b>	<b>854,733</b>	<b>654,712</b>	<b>200,021</b>	<b>77%</b>	<b>(58,560)</b>	<b>796,173</b>	
Department: 22 - Police Department Total:	333,087	597,137	332,329	264,808	56%	(142,876)	454,261	[3]
Department: 23 - Fire Department Total:	306,128	306,128	235,949	70,179	77%	(10,716)	295,412	[3]
<b>Total Public Safety</b>	<b>639,215</b>	<b>903,265</b>	<b>568,278</b>	<b>334,987</b>	<b>63%</b>	<b>(153,592)</b>	<b>749,673</b>	
Department: 34 - Public Works Total:	1,099,419	1,859,600	460,276	1,399,324	25%	(1,302,148)	557,452	[6]
Department: 46 - Community Development Total:	130,000	130,000	14,030	115,970	11%	(115,970)	14,030	[3]
Department: 55 - Recreation Total:	30,000	30,000	10,018	19,982	33%	(19,982)	10,018	[3]
<b>Expenditures Total:</b>	<b>2,750,367</b>	<b>3,777,598</b>	<b>1,707,314</b>	<b>2,070,285</b>	<b>45%</b>	<b>(1,650,252)</b>	<b>2,127,346</b>	
<b>Fund: 106 - MEASURE S-2014 Net Results:</b>	<b>(751,361)</b>	<b>(1,743,592)</b>	<b>(305,980)</b>	<b>(1,445,819)</b>			<b>(204,344)</b>	

**NOTES:**

- [1] Sales Tax receipts through February are reflected. Revised budget is 95% of HdL projections revised for COVID-19 impacts.
- [2] Decrease investment interest revenue to align with projected actuals due to federal interest rate cuts.
- [3] Budget adjustments based on projected year-end actual.
- [4] Budget adjustments based on projected year-end actual. Vacant positions budgeted at PERS classic member rates and new hires are PEPRAs.
- [5] Budget adjustments based on projected year-end actual. Original budget based on former Fire Chief budgeted at PERS PEPRAs member rate and current Fire Chief is PERS classic member.
- [6] Budget adjustments based on projected year-end actual. Capital projects will not be carried over to next fiscal year.



	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
<b>Fund: 200 - Gas Tax Fund</b>								
<b>Revenue</b>								
321 - Intergovernmental Taxes Total:	827,289	827,289	622,441	204,848	75%	(1,744)	825,545	[1]
370 - Interest and Investment Income Total:	5,000	12,700	10,782	1,918	85%	-	12,700	
<b>Revenue Total:</b>	<b>832,289</b>	<b>839,989</b>	<b>633,223</b>	<b>206,766</b>	<b>75%</b>	<b>(1,744)</b>	<b>838,245</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	502,547	502,547	335,662	166,885	67%	(62,682)	439,865	[2]
<b>Expenditures Total:</b>	<b>502,547</b>	<b>502,547</b>	<b>335,662</b>	<b>166,885</b>	<b>67%</b>	<b>(62,682)</b>	<b>439,865</b>	
<b>Fund: 200 - Gas Tax Fund Net Results:</b>	<b>329,742</b>	<b>337,442</b>	<b>297,561</b>	<b>39,881</b>			<b>398,380</b>	
<b>Fund: 201 - Restricted Real Estate Maintenance Fund</b>								
<b>Revenue</b>								
342 - Other Fees Total:	3,175	3,175	475	2,700	15%	-	3,175	
381 - Rental Income Total:	34,000	34,000	3,187	30,813	9%	3,187	37,187	[3]
<b>Revenue Total:</b>	<b>37,175</b>	<b>37,175</b>	<b>3,662</b>	<b>(33,513)</b>	<b>10%</b>	<b>3,187</b>	<b>40,362</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	37,175	37,175	18,456	18,719	50%	(12,699)	24,476	[2]
<b>Expenditures Total:</b>	<b>37,175</b>	<b>37,175</b>	<b>18,456</b>	<b>18,719</b>	<b>50%</b>	<b>(12,699)</b>	<b>24,476</b>	
<b>201 - Restricted Real Estate Maintenance Fund Net Results:</b>	<b>-</b>	<b>-</b>	<b>(14,794)</b>	<b>(52,232)</b>			<b>15,886</b>	
<b>Fund: 203 - Public Safety Augmentation Fund</b>								
<b>Revenue</b>								
321 - Intergovernmental Taxes Total:	177,375	177,375	127,791	49,584	72%	(6,512)	170,863	[1]
370 - Interest and Investment Income Total:	2,500	5,700	4,535	1,165	80%	(400)	5,300	[1]
<b>Revenue Total:</b>	<b>179,875</b>	<b>183,075</b>	<b>132,326</b>	<b>50,749</b>	<b>72%</b>	<b>(6,912)</b>	<b>176,163</b>	
<b>Expenditures</b>								
Department: 22 - Police Department Total:	177,310	177,310	125,375	51,935	71%	(11,191)	166,119	[2]
<b>Expenditures Total:</b>	<b>177,310</b>	<b>177,310</b>	<b>125,375</b>	<b>51,935</b>	<b>71%</b>	<b>(11,191)</b>	<b>166,119</b>	
<b>Fund: 203 - Public Safety Augmentation Fund Net Results:</b>	<b>2,565</b>	<b>5,765</b>	<b>6,951</b>	<b>(1,186)</b>			<b>10,044</b>	
<b>Fund: 204 - Police Grants</b>								
<b>Revenue</b>								
323 - State Grants Total:	-	25,796	7,482	18,314	29%	(16,599)	9,197	[4]
324 - Other Grants Total:	300,000	300,000	225,500	74,500	75%	500	300,500	[5]
<b>Revenue Total:</b>	<b>300,000</b>	<b>325,796</b>	<b>232,982</b>	<b>92,814</b>	<b>72%</b>	<b>(16,099)</b>	<b>309,697</b>	
<b>Expenditures</b>								
Department: 22 - Police Department Total:	343,679	369,475	247,627	121,848	67%	(71,702)	297,773	[6]
<b>Expenditures Total:</b>	<b>343,679</b>	<b>369,475</b>	<b>247,627</b>	<b>121,848</b>	<b>67%</b>	<b>(71,702)</b>	<b>297,773</b>	
<b>Fund: 204 - Police Grants Net Results:</b>	<b>(43,679)</b>	<b>(43,679)</b>	<b>(14,645)</b>	<b>(29,034)</b>			<b>11,924</b>	
<b>Fund: 205 - Traffic Safety Fund</b>								
<b>Revenue</b>								
351 - Fines and Forfeiture Total:	42,330	42,330	32,138	10,192	76%	(2,330)	40,000	[1]
370 - Interest and Investment Income Total:	1,500	2,800	2,346	454	84%	-	2,800	
<b>Revenue Total:</b>	<b>43,830</b>	<b>45,130</b>	<b>34,484</b>	<b>10,646</b>	<b>76%</b>	<b>(2,330)</b>	<b>42,800</b>	
<b>Expenditures</b>								
Department: 22 - Police Department Total:	19,168	19,168	5,736	13,432	30%	(13,432)	5,736	[2]
<b>Expenditures Total:</b>	<b>19,168</b>	<b>19,168</b>	<b>5,736</b>	<b>13,432</b>	<b>30%</b>	<b>(13,432)</b>	<b>5,736</b>	
<b>Fund: 205 - Traffic Safety Fund Net Results:</b>	<b>24,662</b>	<b>25,962</b>	<b>28,749</b>	<b>(2,787)</b>			<b>37,064</b>	
<b>Fund: 206 - Supplemental Law Enforcement Svc Fund</b>								
<b>Revenue</b>								
323 - State Grants Total:	100,000	155,948	155,948	0	100%	-	155,948	
370 - Interest and Investment Income Total:	1,600	3,400	2,888	512	85%	-	3,400	
<b>Revenue Total:</b>	<b>101,600</b>	<b>159,348</b>	<b>158,835</b>	<b>513</b>	<b>100%</b>	<b>-</b>	<b>159,348</b>	
<b>Expenditures</b>								
Department: 22 - Police Department Total:	129,359	129,359	53,433	75,926	41%	(72,563)	56,796	[2]
<b>Expenditures Total:</b>	<b>129,359</b>	<b>129,359</b>	<b>53,433</b>	<b>75,926</b>	<b>41%</b>	<b>(72,563)</b>	<b>56,796</b>	
<b>206 - Supplemental Law Enforcement Svc Fund Net Results:</b>	<b>(27,759)</b>	<b>29,989</b>	<b>105,403</b>	<b>(75,414)</b>			<b>102,552</b>	

## NOTES:

[1] Revised revenue budget adjustments based on projected year-end actual.

[2] Budget adjustments based on projected year-end actual.

[3] Rental income revised to account for parking lot rental.

[4] Alcoholic Beverage Control (ABC) grant suspended as a result of COVID-19.

[5] \$500 grant received from Target for National Night Out.

[6] Budget adjustments based on projected year-end actual. Expenditures related to ABC grant are suspended as a result of COVID-19.

	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
<b>Fund: 207 - NPDES Storm Water Fund</b>								
<b>Revenue</b>								
321 - Intergovernmental Taxes Total:	266,470	266,470	167,899	(98,571)	63%	5,530	272,000	[1]
370 - Interest and Investment Income Total:	150	150	(137)	(287)	91%	-	150	
<b>Revenue Total:</b>	<b>266,620</b>	<b>266,620</b>	<b>167,763</b>	<b>(98,857)</b>	<b>63%</b>	<b>5,530</b>	<b>272,150</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	367,444	367,444	222,660	144,784	61%	(80,532)	286,912	[2]
<b>Expenditures Total:</b>	<b>367,444</b>	<b>367,444</b>	<b>222,660</b>	<b>144,784</b>	<b>61%</b>	<b>(80,532)</b>	<b>286,912</b>	
<b>Fund: 207 - NPDES Storm Water Fund Net Results:</b>	<b>(100,824)</b>	<b>(100,824)</b>	<b>(54,897)</b>	<b>45,927</b>			<b>(100,824)</b>	
<b>Fund: 209 - Recreation Fund</b>								
<b>Revenue</b>								
Division: 551 - Recreation Administration	19,761	28,761	15,723	(13,038)	55%	(14,082)	14,679	
Division: 552 - Senior Center	328,300	338,300	274,770	(63,530)	81%	(70,225)	268,075	
Division: 553 - Tiny Tots	193,368	155,128	123,034	(32,094)	79%	(45,397)	109,731	
Division: 554 - Youth Center	27,310	24,910	28,460	3,550	114%	80	24,990	
Division: 555 - Day Camp	20,500	20,500	14,406	(6,094)	70%	-	20,500	
Division: 556 - Performing Arts	-	-	2,630	2,630	0%	-	-	
Division: 557 - Swim Center	46,920	48,420.0	27,657	(20,763.0)	57%	31,737	80,157	
Division: 558 - Memorial Hall	5,600	12,832	8,988	(3,844)	70%	(5,000)	7,832	
Division: 559 - Tennis	400	700	674	(26)	96%	(26)	674	
<b>Revenue Total:</b>	<b>642,159</b>	<b>629,551</b>	<b>496,342</b>	<b>(133,209)</b>	<b>79%</b>	<b>(102,913)</b>	<b>526,638</b>	[3]
399 - Transfers In	545,012	545,012	7,500	(537,512)	1%	-	480,288	
399 - Transfer in from Section 115 Pension	6,952	6,952	-	-	-	-	6,952	
<b>Sources Total:</b>	<b>1,194,123</b>	<b>1,181,515</b>	<b>503,842</b>	<b>(670,721)</b>	<b>43%</b>	<b>(102,913)</b>	<b>1,013,878</b>	
<b>Expenditures</b>								
Division: 551 - Recreation Administration	202,082	205,638	110,808	94,830	54%	(78,656)	126,982	
Division: 552 - Senior Center	497,141	540,901	368,373	172,528	68%	(116,650)	424,251	
Division: 553 - Tiny Tots	137,296	137,378	102,637	34,741	75%	(14,301)	123,077	
Division: 554 - Youth Center	196,635	154,077	109,683	44,394	71%	30,651	184,728	
Division: 555 - Day Camp	60,640	60,640	2,063	58,577	3%	-	60,640	
Division: 556 - Performing Arts	-	221	221	(0)	100%	(221)	-	
Division: 557 - Swim Center	91,368	95,265	73,463	21,802	77%	(16,462)	78,803	
Division: 558 - Memorial Hall	4,961	7,200	9,122	(1,922)	127%	3,321	10,521	
Division: 559 - Tennis	4,000	4,000	1,944	2,056	49%	877	4,877	
<b>Expenditures Total:</b>	<b>1,194,123</b>	<b>1,205,321</b>	<b>778,313</b>	<b>427,007</b>	<b>65%</b>	<b>(191,441)</b>	<b>1,013,880</b>	[3]
<b>Fund: 209 - Recreation Fund Net Results:</b>	<b>-</b>	<b>(23,806)</b>	<b>(274,472)</b>	<b>(1,097,728)</b>			<b>(2)</b>	
<b>Fund: 212 - Building &amp; Planning</b>								
<b>Revenue</b>								
370 - Interest and Investment Income Total:	7,000	12,000	9,183	(2,817)	77%	(1,800)	10,200	[4]
315 - Other Taxes Total:	1,800	-	2	2	0%	2	2	
332 - Permits Total:	512,750	512,750	255,711	(257,039)	50%	(204,050)	308,700	[5]
341 - Review Fees Total:	192,500	317,500	275,382	(42,118)	87%	(7,800)	309,700	[5]
342 - Other Fees Total:	62,500	62,500	55,368	(7,132)	89%	(2,950)	59,550	[5]
383 - Reimbursements Total:	-	7,360	7,360	-	100%	-	7,360	
384 - Other Revenue Total:	21,000	21,000	(449)	(21,449)	2%	(21,000)	-	[5]
<b>Revenue Total:</b>	<b>797,550</b>	<b>933,110</b>	<b>602,558</b>	<b>(330,552)</b>	<b>65%</b>	<b>(237,598)</b>	<b>695,512</b>	
399 - Transfer in from Section 115 Pension	58,937	58,937	-	-	-	-	58,937	
<b>Sources Total:</b>	<b>856,487</b>	<b>992,047</b>	<b>602,558</b>	<b>(330,552)</b>	<b>61%</b>	<b>(237,598)</b>	<b>754,449</b>	
<b>Expenditures</b>								
Department: 46 - Community Development Total:	1,151,772	1,197,063	672,867	524,196	56%	(413,020)	784,043	[6]
<b>Expenditures Total:</b>	<b>1,151,772</b>	<b>1,197,063</b>	<b>672,867</b>	<b>524,196</b>	<b>56%</b>	<b>(413,020)</b>	<b>784,043</b>	
<b>Fund: 212 - Building &amp; Planning Net Results:</b>	<b>(295,285)</b>	<b>(205,016)</b>	<b>(70,309)</b>	<b>(854,748)</b>			<b>(29,594)</b>	

## NOTES:

- [1] Revised revenue budget adjustments based on projected year-end actual.  
 [2] Budget adjustments based on projected year-end actual.  
 [3] Recreation programs closed due to COVID-19 shelter-in-place order. Budget adjustments based on projected year-end actual.  
 [4] Decrease investment interest revenue to align with projected actuals due to federal interest rate cuts.  
 [5] Development revenue revised based on projected year-end actual due to COVID-19 shelter-in-place order.  
 [6] Budget adjustments based on projected year-end actual due to COVID-19 shelter-in-place order.

	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
<b>Fund: 213 - Refuse Management Fund</b>								
<b>Revenue</b>								
<b>SubCategory: 323 - State Grants</b>								
323 - State Grants Total:	60,060	105,662	91,446	(14,216)	87%	6,237	111,899	[1]
370 - Interest and Investment Income Total:	6,000	6,000	4,645	(1,355)	77%	(350)	5,650	[2]
<b>Revenue Total:</b>	<b>66,060</b>	<b>111,662</b>	<b>96,091</b>	<b>(15,571)</b>	<b>86%</b>	<b>5,887</b>	<b>117,549</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	125,347	125,347	68,047	57,300	54%	(33,422)	91,925	[3]
<b>Expenditures Total:</b>	<b>125,347</b>	<b>125,347</b>	<b>68,047</b>	<b>57,300</b>	<b>54%</b>	<b>(33,422)</b>	<b>91,925</b>	
<b>Fund: 213 - Refuse Management Fund Net Results:</b>	<b>(59,287)</b>	<b>(13,685)</b>	<b>28,044</b>	<b>(72,872)</b>			<b>25,624</b>	
<b>Fund: 214 - Solid Waste Fund</b>								
<b>Revenue</b>								
370 - Interest and Investment Income Total:	8,000	20,300	16,782	(3,518)	83%	-	20,300	[2]
383 - Reimbursements Total:	240,000	240,000	187,638	(52,362)	78%	133,776	373,776	[4]
<b>Revenue Total:</b>	<b>248,000</b>	<b>260,300</b>	<b>204,419</b>	<b>(55,881)</b>	<b>79%</b>	<b>133,776</b>	<b>394,076</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	42,000	42,000	-	42,000	0%	(42,000)	-	[3]
<b>Expenditures Total:</b>	<b>42,000</b>	<b>42,000</b>	<b>-</b>	<b>42,000</b>	<b>0%</b>	<b>(42,000)</b>	<b>-</b>	
<b>Fund: 214 - Solid Waste Fund Net Results:</b>	<b>206,000</b>	<b>218,300</b>	<b>204,419</b>	<b>(97,881)</b>			<b>394,076</b>	
<b>Fund: 215 - Measure C and J Fund</b>								
<b>Revenue</b>								
324 - Other Grants Total:	360,000	360,000	4,567	(355,433)	1%	5,000	365,000	[5]
370 - Interest and Investment Income Total:	8,000	19,200	15,328	(3,872)	80%	-	19,200	
<b>Revenue Total:</b>	<b>368,000</b>	<b>379,200</b>	<b>19,895</b>	<b>(359,305)</b>	<b>5%</b>	<b>5,000</b>	<b>384,200</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	200,598	200,598	64,974	135,624	32%	(55,582)	145,016	[3]
<b>Expenditures Total:</b>	<b>200,598</b>	<b>200,598</b>	<b>64,974</b>	<b>135,624</b>	<b>32%</b>	<b>(55,582)</b>	<b>145,016</b>	
<b>Fund: 215 - Measure C and J Fund Net Results:</b>	<b>167,402</b>	<b>178,602</b>	<b>(45,079)</b>	<b>(494,929)</b>			<b>239,184</b>	
<b>Fund: 285 - Housing Land Held for Resale</b>								
<b>Revenue</b>								
370 - Interest and Investment Income Total:	135,000	65,100	49,618	(15,482)	76%	(500)	64,600	[2]
381 - Rental Income Total:	72,253	-	-	-	0%	-	-	
384 - Other Revenue Total:	-	750	750	-	100%	-	750	
393 - Loan/Bond Proceeds Total:	55,000	55,000	137	(54,863)	0%	(24,800)	30,200	[6]
<b>Revenue Total:</b>	<b>262,253</b>	<b>120,850</b>	<b>50,506</b>	<b>(70,344)</b>	<b>42%</b>	<b>(25,300)</b>	<b>95,550</b>	
<b>Expenditures</b>								
Department: 46 - Community Development Total:	211,107	211,107	61,958	149,149	29%	(147,931)	63,176	[3]
<b>Expenditures Total:</b>	<b>211,107</b>	<b>211,107</b>	<b>61,958</b>	<b>149,149</b>	<b>29%</b>	<b>(147,931)</b>	<b>63,176</b>	
<b>Fund: 285 - Housing Land Held for Resale Net Results:</b>	<b>51,146</b>	<b>(90,257)</b>	<b>(11,452)</b>	<b>(219,493)</b>			<b>32,374</b>	
<b>Fund: 310 - Lighting &amp; Landscape Districts</b>								
<b>Revenue</b>								
321 - Intergovernmental Taxes Total:	42,780	42,780	23,804	18,976	56%	(3,530)	39,250	[7]
<b>Revenue Total:</b>	<b>42,780</b>	<b>42,780</b>	<b>23,804</b>	<b>18,976</b>	<b>56%</b>	<b>(3,530)</b>	<b>39,250</b>	
<b>Expenditures</b>								
Department: 34 - Public Works Total:	42,780	42,780	19,787	22,993	46%	(3,315)	39,465	[3]
<b>Expenditures Total:</b>	<b>42,780</b>	<b>42,780</b>	<b>19,787</b>	<b>22,993</b>	<b>46%</b>	<b>(3,315)</b>	<b>39,465</b>	
<b>Fund: 310 - Lighting &amp; Landscape Districts Net Results:</b>	<b>-</b>	<b>-</b>	<b>4,017</b>	<b>(4,017)</b>			<b>(215)</b>	

## NOTES:

- [1] Revised recycling and solid waste revenue budget adjustments based on projected year-end actual.  
 [2] Decrease investment interest revenue to align with projected actuals due to federal interest rate cuts.  
 [3] Budget adjustments based on projected year-end actual due to COVID-19 shelter-in-place order.  
 [4] Increase solid waste project revenue to align with projected actuals.  
 [5] Adjustment to account for I-80 Mobility project reimbursement revenue received.  
 [6] Budget adjustments based on projected year-end actual.

	2019-20 Original Budget	2019-20 Revised Budget	2019-20 Actual Thru Mar-20	Variance	Percent Used	Proposed Adjustment	2019-20 Projected Year- end	Notes
<b>Fund: 500 - Sewer Enterprise Fund</b>								
<b>Revenue</b>								
363 - Sewer Enterprise Charges Total:	6,952,287	6,952,287	4,078,201	(2,874,086)	59%	26,797	6,979,084	[1]
370 - Interest and Investment Income Total:	100,000	198,700	168,023	(30,677)	85%	-	198,700	
344 - Impact Fees Total:	10,000	-	-	-	0%	-	-	
<b>Revenue Total:</b>	<b>7,062,287</b>	<b>7,150,987</b>	<b>4,246,224</b>	<b>(2,904,763)</b>	<b>59%</b>	<b>26,797</b>	<b>7,177,784</b>	
399 - Transfer in from Section 115 Pension	30,645	30,645	-	-	-	-	30,645	
<b>Sources Total:</b>	<b>7,092,932</b>	<b>7,181,632</b>	<b>4,246,224</b>	<b>(2,904,763)</b>	<b>59%</b>	<b>26,797</b>	<b>7,208,429</b>	
<b>Expenditures</b>								
Department: 64 - Sewer Total:	7,358,264	7,534,441	3,637,969	3,896,473	48%	(2,136,856)	5,397,585	[2]
<b>Expenditures Total:</b>	<b>7,358,264</b>	<b>7,534,441</b>	<b>3,637,969</b>	<b>3,896,473</b>	<b>48%</b>	<b>(2,136,856)</b>	<b>5,397,585</b>	
<b>Fund: 500 - Sewer Enterprise Fund Net Results:</b>	<b>(265,332)</b>	<b>(352,809)</b>	<b>608,256</b>	<b>(6,801,235)</b>			<b>1,810,844</b>	
<b>Fund: 505 - Cable Access TV</b>								
<b>Revenue</b>								
314 - Franchise Taxes Total:	35,000	35,000	22,697	(12,303)	65%	(5,871)	29,129	
365 - Cable TV Charges Total:	206,963	206,963	106,386	(100,577)	51%	(37,825)	169,138	
384 - Other Revenue Total:	3,600	3,600	3,000	(600)	83%	(600)	3,000	
399 - Transfers In Total:	205,125	205,125	-	(205,125)	0%	(67,855)	137,270	
<b>Revenue Total:</b>	<b>450,688</b>	<b>450,688</b>	<b>132,083</b>	<b>(318,605)</b>	<b>29%</b>	<b>(112,151)</b>	<b>338,537</b>	[3]
399 - Transfer in from Section 115 Pension	18,202	18,202	-	-	-	-	18,202	
<b>Sources Total:</b>	<b>468,890</b>	<b>468,890</b>	<b>132,083</b>	<b>(318,605)</b>	<b>28%</b>	<b>(112,151)</b>	<b>356,739</b>	
<b>Expenditures</b>								
Department: 19 - Cable Access TV Total:	468,890	475,585	270,949	204,636	57%	(118,846)	356,739	[4]
<b>Expenditures Total:</b>	<b>468,890</b>	<b>475,585</b>	<b>270,949</b>	<b>204,636</b>	<b>57%</b>	<b>(118,846)</b>	<b>356,739</b>	
<b>Fund: 505 - Cable Access TV Net Results:</b>	<b>-</b>	<b>(6,695)</b>	<b>(138,866)</b>	<b>(523,241)</b>			<b>(0)</b>	
<b>Fund: 525 - Information Systems</b>								
<b>Expense</b>								
18 - Information Systems Total:	879,740	925,797	591,461	334,336	64%	(162,863)	762,934	[5]
461 - Indirect cost allocation total:	(879,740)	(925,797)	-	(925,797)	0%	(162,863)	(762,934)	[5]
<b>Expenditures Total:</b>	<b>-</b>	<b>-</b>	<b>591,461</b>	<b>(591,461)</b>	<b>0</b>	<b>(325,726)</b>	<b>-</b>	
<b>Fund: 525 - Information Systems Net Results:</b>	<b>-</b>	<b>-</b>	<b>591,461</b>	<b>(591,461)</b>	<b>0</b>	<b>(325,726)</b>	<b>-</b>	
<b>Fund: 750 - Recognized Obligation Retirement Fund</b>								
<b>Revenue</b>								
311 - Property Taxes Total:	250,000	250,000	305,458	55,458	122%	-	250,000	
370 - Interest and Investment Income Total:	-	57,900	47,723	(10,177)	82%	-	57,900	
393 - Loan/Bond Proceeds Total:	-	7,650	11,014	3,364	144%	3,364	11,014	[6]
<b>Revenue Total:</b>	<b>250,000</b>	<b>315,550</b>	<b>364,194</b>	<b>48,644</b>	<b>115%</b>	<b>3,364</b>	<b>318,914</b>	
<b>Expenditures</b>								
Department: 46 - Community Development Total:	250,000	250,000	198,565	51,435	79%	-	250,000	
<b>Expenditures Total:</b>	<b>250,000</b>	<b>250,000</b>	<b>198,565</b>	<b>51,435</b>	<b>79%</b>	<b>-</b>	<b>250,000</b>	
<b>Fund: 750 - RORF Net Results:</b>	<b>-</b>	<b>65,550</b>	<b>165,629</b>	<b>(2,791)</b>			<b>68,914</b>	

**NOTES:**

[1] Budget adjustments based on projected year-end actual.

[2] Budget adjustments based on projected year-end actual and projects deferred due to COVID-19 shelter-in-place order.

[3] Revenue budget adjustments based on projected year-end actual due to COVID-19 shelter-in-place order.

[4] Budget adjustments based on projected year-end actual and projects deferred due to COVID-19 shelter-in-place order.

[5] Budget adjustments based on projected year-end actual and projects deferred due to COVID-19 shelter-in-place order.

[6] Additional loan proceeds received.

**RESOLUTION NO. 2020-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,  
AMENDING THE CITY BUDGET FOR FISCAL YEAR 2019-20**

**WHEREAS**, the City Council did adopt an Operations Budget for City Operations by Resolution number 2019-60 on June 18, 2019; and

**WHEREAS**, the City Council did adopt adjustments to the Operations Budget by Resolution number 2019-107 on November 19, 2019; and

**WHEREAS**, the City Council did adopt adjustments to the Operations Budget by Resolution number 2020-10 on February 18, 2020; and

**WHEREAS**, the Finance Director has presented proposed recommendations for amendment of the adopted budget for the City of Pinole Operations for fiscal year 2019-20 as part of a Quarter Financial Review at the regular City Council Meeting held on June 2, 2020; 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 amendments to the 2019-20 City Operations Budget.

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

Amendments to the budget and program of services for the City of Pinole for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020 are hereby approved and adopted, as set forth in Exhibit #1 (herein incorporated).

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June 2020, 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 2<sup>nd</sup> day of **June, 2020**.

---

Heather Iopu, CMC  
City Clerk

## FY 2019-20 Adjustments

## Exhibit 1

**General Fund**

Revenue	\$736,818
Expenditures	-\$2,231,723

**Measure S 2006**

Revenue	-\$111,004
Expenditures	\$25,199

**Measure S 2014**

Revenue	-\$111,004
Expenditures	-\$1,650,252

**Gas Tax Fund**

Revenue	-\$1,744
Expenditures	-\$62,682

**Restricted Real Estate Maintenance Fund**

Revenue	\$3,187
Expenditures	-\$12,699

**Public Safety Augmentation Fund**

Revenue	-\$6,912
Expenditures	-\$11,191

**Police Grants Fund**

Revenue	-\$16,099
Expenditures	-\$71,702

**Traffic Safety Fund**

Revenue	-\$2,330
Expenditures	-\$13,432

**Supplemental Law Enforcement Svc Fund**

Expenditures	-\$72,563
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**NPDES Storm Water Fund**

Revenue	\$5,530
Expenditures	-\$80,532

**Recreation Fund**

Revenue	-\$102,913
Expenditures	-\$191,441

**Building & Planning Fund**

Revenue	-\$237,598
Expenditures	-\$413,020

<b>Refuse Management Fund</b>	
Revenue	\$5,887
Expenditures	-\$33,422
<b>Solid Waste Fund</b>	
Revenue	\$133,776
Expenditures	-\$42,000
<b>Measure C/J Fund</b>	
Revenue	\$5,000
Expenditures	-\$55,582
<b>Housing Fund</b>	
Revenue	-\$25,300
Expenditures	-\$147,931
<b>Lighting &amp; Landscape Fund</b>	
Revenue	-\$3,530
Expenditures	-\$3,315
<b>Sewer Enterprise Fund</b>	
Revenue	\$26,797
Expenditures	-\$2,136,856
<b>Cable Access TV Fund</b>	
Revenue	-\$112,151
Expenditures	-\$118,846
<b>Information Systems Fund</b>	
Expenditure	-\$162,863
<b>Recognized Obligation Retirement Fund</b>	
Revenue	\$3,364

RESOLUTION NO. 2020-xx

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AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 2<sup>nd</sup> day of **June, 2020**.



---

Heather Iopu, CMC  
City Clerk

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---

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---

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---

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Revenue	-\$112,151
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**Information Systems Fund**

Expenditure	-\$162,863
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**Recognized Obligation Retirement Fund**

Revenue	\$3,364
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## **CITY COUNCIL REPORT**

**9B**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: UPDATE ON THE STATUS OF PLANS FOR THE RENOVATION  
AND REUSE OF THE FARIA HOUSE**

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### **RECOMMENDATION**

City staff recommends that the City Council receive an update on the status of plans for the renovation and reuse of the Faria House and provide direction to staff.

### **BACKGROUND**

The building commonly referred to as the “Faria House” is a two-story residence constructed in about 1880 and originally located at 1301 Pinole Valley Road, which is now the site of the Kaiser Permanente Pinole Medical Offices. The home was continuously owned and occupied by the Faria family from the time of its construction through 1996.

In 1996, the Pinole Redevelopment Agency (“Redevelopment Agency”) purchased the parcel at 1301 Pinole Valley Road, including the house, for \$2.1 million. The parcel was subsequently sold to Kaiser in 2005, and the Kaiser facility was completed in 2009.

In 2003, the Redevelopment Agency approved the acquisition of 2100 San Pablo Avenue, utilizing affordable housing funds, and hired an architect to create a vision for a “Heritage Park,” possibly including the Faria House, on the site. The vision included two phases, the relocation of the Faria House and related site improvements and the construction of three single-family cottages.

In 2005, the Faria House was relocated to 2100 San Pablo Avenue. The cost of the move and ancillary improvements were paid with Redevelopment Agency affordable housing funds. Therefore, the property underlying the Faria House and the building itself became the property of the Redevelopment Agency Affordable Housing Fund.

In 2005 and 2006, the Redevelopment Agency considered various reuse options for the Faria House, including mixed commercial, residential, and public or nonprofit

uses. On September 19, 2006, following a presentation from the Pinole Historical Society, the Redevelopment Agency directed staff to create potential deal points for the use of the Faria House as a local history museum. Staff presented the potential deal points on October 17, 2006 (Attachment A). The Redevelopment Agency board moved to accept the deal points presented by the Pinole Historical Society and directed staff to create the final documents.

In 2008, the Redevelopment Agency hired a professional museum consultant to conduct a study to determine the feasibility of the Pinole Historical Society operating a museum in the Faria House. The results of the study were presented to the Redevelopment Agency in November 2009. Discussion of reuse of the Faria House was then put on hold due to the Great Recession.

When the Redevelopment Agency was dissolved in 2012 and the City of Pinole elected to become the Housing Successor Agency, responsible for the affordable housing assets of the Redevelopment Agency, the Faria House and the underlying parcel became the property of the City's Housing Successor Agency. The Housing Successor Agency is responsible for using its assets to create or sustain affordable housing. The City, acting as Housing Successor Agency, provided a list of housing assets that it intended to develop or sell to the State Department of Finance. That was approved in 2015 as part of the Redevelopment Agency's Long-Range Property Management Plan and Housing Asset Transfer List.

In July 2016, the City purchased the Faria House from the Housing Successor Agency for \$30,000. The City Council directed staff to identify possible uses of the property. In September 2016, staff presented the Council with a report on possible uses (Attachment B). Following a discussion, the City Council approved a motion to use the Faria House as a museum. The City Council also directed staff to obtain an estimate of the cost to renovate the Faria House to be suitable to serve as a public museum.

Many improvements would be required to the building before it could be occupied for any purpose, and some specific additional improvements would be needed for the building to serve as a public museum. In June 2018, the City executed a contract with Interactive Resources (IR), an engineering and architecture firm located in Richmond with extensive experience renovating historic public structures, including the Novato City Hall and the Crockett Veterans Memorial and Meeting Hall.

IR's scope of work included the following:

- Develop a schematic design of the interior;
- Conduct mechanical, electrical, and plumbing design and structural engineering, including for the installation of an elevator to provide ADA-compliant access to the second floor;

- Develop construction documents for interior improvements (excluding information technology and communications wiring)
- Develop specifications suitable for public bidding;
- Provide an estimate of the cost to construct the improvements;
- Respond to any contractor's questions on the drawings and specifications; and
- Provide construction administration and close out support.

The scope included interior spaces for exhibits, an archive repository, a gift shop, and meeting spaces as well as an elevator for Americans with Disabilities Act (ADA) access to the second floor and additional power outlets and lighting. The plans were prepared to be compliant with the California Historical Building Code, which is an adjunct to the California Building Code. The interior improvements are ADA compliant with the application of the historical code.

IR completed drafts of the construction documents in December 2019. The City has reviewed the drawings and provided comments to IR for review and revisions. These are not complete documents, and City staff intends to have additional discussions with IR to clarify project definition and details. The documents are nonetheless sufficient for the preparation of planning level cost estimates. In January 2020, IR provided the City with an estimate of the cost to conduct the renovation, which was prepared by IR's subconsultant, Silva Cost Consulting Inc. The estimated construction cost (excluding the elevator) is \$683,541. The estimated total cost (including construction and soft costs) is \$1,101,340. In addition, the estimated total cost for the elevator is \$318,497. As noted above, these are planning level cost estimates.

If the City were to retain the Faria House and authorize its use as a local history museum, the City would need to complete renovation of the facility as well as perform ongoing maintenance and renewal of the facility so that the structure does not deteriorate and maintains its value. City staff has estimated that it would cost the City approximately \$25,000 annually to conduct general and specialty maintenance to the facility and landscaping, as well as approximately \$30,000 annually to undertake major repairs and capital renewal.

## **REVIEW AND ANALYSIS**

The City has made numerous incremental investments in and commitments to the Faria House's restoration and use as a local history museum over the years. The City now has information on the estimated one-time and ongoing cost to renovate and maintain the property upon which it can make a decision regarding the future use of the property. The City does not currently have, however, a long-term financial plan, capital asset management plan, parks and recreation master plan, or economic development plan, which would all provide useful guidance regarding the impact of various alternative uses of the property and the City's ability to pay for various uses.

Staff expects to complete three of these planning documents in the coming fiscal year, as part of the implementation of the new Strategic Plan.

### **FISCAL IMPACT**

There is no fiscal impact to receiving an update on the status of the renovation and reuse of the Faria House.

### **ATTACHMENTS**

- A Staff Report - Purchase of the Faria House
- B Staff Report - Discussion on Uses for the Faria House



## **REDEVELOPMENT AGENCY REPORT 2006-53**

**ATTACHMENT A**

**9A**

**OCTOBER 17, 2006**

**TO: BELINDA B. ESPINOSA, EXECUTIVE DIRECTOR**

**FROM: CHRISTINE MAHER, SENIOR PROJECT MANAGER**

**SUBJECT: REUSE OF THE FARIA HOUSE BY THE PINOLE HISTORICAL SOCIETY**

---

### **RECOMMENDATION**

That the Redevelopment Agency Board of Directors accept this informational report and provide direction to Staff on the reuse of the Faria house at Heritage Park by the Pinole Historical Society.

### **BACKGROUND**

On February 18, 2003, the Redevelopment Agency approved the acquisition of the property located at 2100 San Pablo Avenue, in Old Town Pinole. Then, on March 18, 2003, the Agency authorized an agreement with Architect Michael Woldemar & Associates for architectural consulting services for creation of a phased "Heritage Park" concept and the possible relocation of the Faria house to the site. The conceptual master plan was presented to the neighborhood and Agency Board at a public meeting on June 16, 2003. The Planning Commission approved the project at its September 13, 2004 meeting.

The project contains two distinct phases. The first phase includes the relocated Faria house and ancillary improvements, including drainage, driveway and parking areas, ADA accessible concrete walkways and ramps, fencing, signage, lighting, one ADA accessible restroom, and landscaping, at the southern frontage of the property along San Pablo Avenue. The second phase will involve the construction of single-family cottages and a common detached garage along the northern site frontage on Buena Vista Drive.

The Faria house was relocated to Heritage Park on March 5, 2005 and all exterior renovations are complete.

In June of 2005 and again in June of 2006, Staff made a presentation to the Agency Board about possible reuse options for the Faria house. These uses ranged from a mix of commercial and residential uses, to public uses such as a museum or Chamber of Commerce offices. At the June 2006 meeting, a representative from the Pinole Historical Society spoke of the Society's desire to reuse the entirety of the house as a museum.



On September 19, 2006, the Pinole Historical Society made a formal presentation to the full Board regarding a museum and retail concept at Heritage Park. The Board directed Staff to bring the Society's proposal back to a future Board meeting for further review.

## **DISCUSSION**

Subsequent to the September 19 Board meeting, Staff met with members of the Pinole Historical Society (PHS) to establish proposed deal points for creation of a museum and associated retail use at Heritage Park. The proposed deal points are as follows:

- **Renovation Master Plan.** Agency, in consultation with PHS, will prepare a master plan detailing all renovation work that needs to be completed, and establishing a finish schedule. All improvements must be made in accordance with the plan.
- **Agency Financing.** Agency has allocated up to \$500k for architectural plans, including a renovation master plan/finish schedule, and building improvements. All work funded by the Agency must be prevailing wage.
- **Establishment Period/Rent.** Agency will allow PHS 3 years to establish a museum in a quality similar to other area museums. Failure to establish such a museum within this three-year period will constitute a default. During the establishment period, and for 2 years thereafter, the Agency will allow the PHS to use the Property rent-free. After those 5 years, Agency will reconsider the rent terms and likely charge a small amount of rent comparable to that of the Pinole Players and/or other nonprofits.
- **Sublease.** Upon prior written approval of the Agency, PHS may sublease the Property to a retail tenant. After the 3-year establishment period and the 2 years rent-free, the Agency may consider receiving a percentage of the retail tenant's profits.
- **ADA & Other Regulations.** PHS shall follow all applicable federal, state, and local regulations, including the ADA, which likely requires PHS to provide a bathroom upstairs and may also require the retail tenant to provide some degree of retail service downstairs.
- **Curator.** PHS shall arrange a curator to monitor and ensure proper treatment of the museum pieces.
- **Term of Agreement.** Term of the Agreement shall be 20 years.
- **Utilities & Maintenance.** PHS shall pay all insurance, utilities, maintenance, and landscaping of the Property. Failure to maintain the Property at any point during the term of Agreement shall constitute a default.
- **Improvements.** Upon prior written approval of the Agency, PHS may install the caboose or other improvements on the property immediately adjacent to the Faria house. Agency may consider construction of bocce ball facilities on the site at a future date.
- **Hours of Operation.** PHS must operate the museum and retail service for a minimum of 30 hours/week (starting at 10-3 Tu-Sun).
- **Standards of Operation.** PHS shall operate and maintain the museum, retail service, and any improvements in a first-class manner similar to that of other museums within the area (ex: Richmond)
- **Public Use.** Agency/City will be able to have unlimited use of the Property, with 1 week advance written notice to PHS.

- "Property" definition. The Property granted for use by Agency to PHS includes the Faria house itself along with all parking and landscaped areas. Agency will provide detailed architectural plans as an exhibit to the Agreement.
- Use of Faria House Pre-Agreement. After approval of the Agreement by the Agency Board, PHS may use the Faria house as follows:
  - Address. PHS may begin to use the Faria house as its address for letterhead purposes.
  - Signage. PHS may place signage on the Property describing the Faria house as the future home of PHS.

The Redevelopment Subcommittee reviewed these deal points at its meeting of October 10, 2006, and recommended that the report be brought forward to the full Board for consideration. Should the Agency Board approve of these proposed deal points, Staff will work with the PHS to draft an operating/lease agreement.

### **BLIGHT ALLEVIATION**

This project meets the original redevelopment objective of upgrading the downtown of Pinole to encourage activities and public uses that meet the needs of Pinole residents.

### **FISCAL IMPACT**

None at this time. Upon approval of an operating/lease agreement with the Pinole Historical Society, the fiscal impact would likely be an amount not to exceed \$500,000.



## **CITY COUNCIL REPORT**

## **ATTACHMENT B**

**9A**

**DATE: SEPTEMBER 6, 2016**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: DISCUSS FUTURE USES OF THE FARIA HOUSE LOCATED AT  
2100 SAN PABLO AVENUE**

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### **RECOMMENDATION**

It is recommended that the City Council of the City of Pinole review, discuss and provide direction to Staff as to the future use of the Faria House located at 2100 San Pablo Avenue.

### **BACKGROUND**

Following the purchase of the Faria property in 2003 discussion commenced regarding relocating the Faria House to an alternative site for potential use as a historical museum and developing affordable housing.

Following the relocation of the home, in June 2005 and in June 2006, staff made presentations to the City Council, serving as the then Redevelopment Agency Board, on possible reuse option of the Faria House. These uses ranged from a mix of commercial and residential uses, to public uses such as a museum or Chamber of Commerce offices. On September 19, 2006, the Pinole Historical and Museum Society made a presentation to the City Council regarding a possible use of the house as a museum and/or combination retail outlet (Attachment A). On October 17, 2006 staff presented the City Council with a report based on direction received at the September 19, 2006 meeting (Attachment B).

In 2008, the Agency published a Request for Proposal for a professional museum consultant to conduct a study to determine the feasibility of the Pinole Historical Society establishing and maintaining a museum in the Faria House. The report was completed in 2009, with the results presented to the Agency Board for discussion on November 17, 2009 (Attachment C & D).

### **REVIEW AND ANALYSIS**

With the recent discussion on the sale of the Faria house, the issue of its use as a museum has been raised by the public. On July 19, 2016, the City Council

approved Resolution No. 2016-56, transferring the title of 2100 San Pablo Avenue from the Housing Successor Agency Fund to the City of Pinole in exchange for the fair market value of \$30,000. At the City Council meeting, members of the public expressed support for the purchase of the property by the City and reiterated their support to convert the house to a museum. One speaker also inquired about use as office space for community non-profit entities. The City Council directed staff to prepare a report on the possible uses of the property.

### ***2100 San Pablo Avenue – Faria House/Property***

The size of the property is approximately 100,624 sq. ft with the bulk of the property located on a tree covered hillside, which would be very difficult to develop. There is also a narrow pathway that leads from San Pablo Avenue through the property to Buena Vista Avenue. The site is zoned as Residential Mixed Use (RMU) & Commercial Mixed Use Districts (CMU). Attachment E outlines the permitted, conditioned and non-uses of the zoning.

The property improvements consist of a two story 2576 sq. ft. wood frame residential building with wood siding and composition roof. The structure was originally built in 1880 and partially modernized in 2005 when it was relocated from its original location to this property.

The home will require some significant renovations before any future use can occur, as it has been vacant for several years (Attachment F). There are sheetrock and plastered walls and ceilings, with wood and linoleum flooring throughout. The kitchen has a few countertops and cupboards. The first floor plan consists of five rooms and a half bath in the rear. The second level consists of three bedrooms and one full bathroom.

The first floor was partially renovated with a new 200 square foot space that includes a storage room and an ADA compliant restroom that was added in 2005 after the house was moved. The interior of both floors require numerous renovations including new interior paint, new fixtures, repaired walls, electrical, plumbing and renovated flooring. Moreover, the property would be subject to compliance with Americans with Disability Act (ADA) requirements, which will require significant renovations to provide access to the second floor.

In years past, there has been discussion regarding possible organizations that can benefit from use of the property, including the Pinole Artisans, Chamber of Commerce, and the Pinole Historical Society.

Other factors for discussion include who will be responsible for the necessary improvements to the interior of the house and exterior property, annual maintenance costs which includes utilities and maintaining the hillside, related property taxes, and other unanticipated costs.

With the proper renovations, the Faria House can be used as a museum or office space, as have been discussed as possible options in the past. Again, a full list of available uses based on the zoning is provided in Attachment E.

Now that the transfer of the property from the Housing Successor Agency to the City is complete, Staff is seeking Council direction on the desired future use(s).

### **FISCAL IMPACT**

No impact at this time. However, Staff has obtained a rough estimate of the costs to repair the house and make the first and second floors ADA compliant. The estimated cost is in excess of \$400,000. The improvements include repairs to the inside of the house, as well as the outside and grounds. Prior to any work commencement, it is recommended that an architect be hired to prepare improvement plans which would be used to bid the project. Through this process a refined cost estimate will be obtained.

Given Council's most recent discussions on this subject, it seems that alternative funding sources will need to be identified to pay for the required improvements. Depending on the future use determination and direction, perhaps grants and other funding opportunities can be pursued in partnership with the new user(s).

### **ATTACHMENTS**

- A September 19, 2006 Pinole Historical & Museum Society Presentation
- B October 17, 2006 Redevelopment Agency Report
- C November 17, 2009 Redevelopment Agency Report
- D November 17, 2009 Redevelopment Agency Minutes
- E Zoning for RMU & CMU
- F Photos of Faria House

**Pinole Historical and Museum Society  
Presentation of Proposal  
Pinole City Council  
Tuesday, September 19, 2006**

**Presentation Plan**

- 1. Presentation of the Bank of Pinole Historical Plaque to the City of Pinole and Introduction of Purpose of the Museum Presentation:  
*Marc Grisham, President, Pinole Historical and Museum Society (3 minutes)***
- 2. Pinole Heritage and Legacy:  
*George Vincent, Member Pinole Historical and Museum Society (3 minutes)***
- 3. West County Facility Usage and Fees:  
*Jack Meehan, Member Pinole Historical and Museum Society (3 minutes)***
- 4. Heritage Park and Faria House Plan (Part 1):  
*Dana Grisham, Treasurer, Pinole Historical and Museum Society (3 minutes)***
- 5. Heritage Park and Faria House Plan (Museum Development Plan, Part 2):  
*Lois Boyle, Member, Pinole Historical and Museum Society (3 minutes)***
- 6. Operating Agreement, Request for Signage and Address Change for Pinole Historical and Museum Society:**

## **WEST COUNTY FACILITY USAGE AND FEES PROPOSED FARIA HOUSE USAGE AND FEES**

There are three historical organizations in West Contra Costa County. Two of these have facilities provided by their respective city governments for museum purposes—the Richmond Museum Association and the San Pablo Historical Society. Neither of these organizations is required to pay rent for use of the properties. The Richmond Museum of History is housed in a 1910 Carnegie Library and San Pablo's museums are housed in two restored houses. San Pablo does not have a formal written lease agreement, but records show that in exchange for the valued service provided by the San Pablo Historical Society in providing museum activity, the use is free.

The municipal department liaison to the society is the Parks and Recreation Department. The Richmond Museum Association has a formal operating agreement with the City of Richmond, which is attached for your information, indicating that the use is free and that some city services are provided. The departmental liaison to the association is the Library and Museum Services Department (it was formerly through the Recreation Department). Both cities, Richmond and San Pablo, provide facility maintenance—the level of maintenance is dictated annually by the cities' budget.

Across the county cities acknowledge that the value of services provided by private non-profit volunteer organizations such as those found in Richmond and San Pablo far exceeds any loss of revenue that the cities might experience as the result of these uses. They also find that donors are more comfortable making both monetary and artifact/archival donations to private non-profit organizations. It is also well documented by the National Trust for Historic Places that greater continuity of service exists where control and management does not rest with governmental bodies.

It would be an extremely rare situation if the Pinole Historic and Museum Society were required to pay rent or if the society did not have control over its premises.

The Pinole Historic Museum Society has a sound, fiscally responsible plan for the use of the Faria House as a historical museum. The plan includes a phased development strategy for museum space as artifact/archival material donations increase. The plan calls for a cooperative operating agreement between the City of Pinole and the society and a second cooperative operating agreement between the society and a local business.

The operating agreement between the city and the society permits the society to manage the facility to accomplish the steps outlined in the phased development plan. Such an agreement permits active solicitation of grant funds and public/private donations for start-up development and continued operations. This agreement also permits joint application for funding by the county library system and the society to gain museums, thus enabling the library and museum to provide programs to the schools and recreation department. The second operating agreement guarantees a self-supported museum operation and after-hours facility for discreet public use.

Accommodation for long-term maintenance of the facility may be included in the agreement with responsibility for the day-to-day operation and maintenance of the facility resting with the society but monitored by the city.

A draft "OPERATING AGREEMENT" between the City of Pinole and the Pinole Historical Society is attached.

## **DRAFT**

# **HERITAGE PARK AND THE FARIA HOUSE**

Old Town, Pinole, California

Heritage Park and the Faria House, in Old Town Pinole, offer a unique opportunity for the City of Pinole to provide its citizens with an historic museum and a site for cultural tourism. The visitation to the museum and park will depend largely upon the affiliated uses within the area and the cultural diversity of the programs and activities offered. The museum has the potential to draw visitors and shoppers to Old Town Pinole, increasing the visibility of the area's merchant services and enhancing their economic viability.

## **THE VISION**

Imagine a spectacular, revitalized old town, rich in stories of a symbolic past, now being invigorated for all to enjoy and experience. This is the potential for Pinole's Old Town, located on historic Highway 4, on San Pablo Bay. A blending of the new with the old will reveal the moving stories of the people who settled here, who worked here, and the human spirit that led to the creation of the original port and the subsequent town.

## **ASSUMPTIONS**

The City is desirous of providing its citizens with a museum; the City acknowledges the ability of the Pinole Historical Society and its volunteers to provide a museum for the citizens of Pinole; the City is willing to provide a facility to the Society in exchange for the valuable provision of museum services.

## **THE PLAN**

The City and Society enter into an *Operating Agreement*; the City retains ownership of the historical building; the Society owns and operates the museum and manages the facility. The Facility Management Plan would include the establishment of educational programs, including the hosting of events, demonstrations, and activities in and around the Heritage Park that will establish a sense of place for visitors to Old Town.

## **THE USE**

A museum, and appropriately related retail use, within this public heritage park will serve as a venue for educational programming for students and adults alike, a place where cooperative events, demonstrations, and activities can establish Pinole's sense of place in the early development of Contra Costa County. A creative compatible mix of uses within the house and the park will ensure the successful operation of the museum and can be accomplished at essentially no cost to the City. This mix can create a sense of welcome to students, researchers, and visitors alike while conveying an understanding of Old Town's significance to the greater City.



## **Faria House - Museum Development Plan**

1. The Caboose to be moved alongside the parking lot as an interactive museum space to begin Pinole's story:
  - a) the waterfront
  - b) the shipping industry – the Carlotta
  - c) the railroad
  - d) Highway 40
  - e) transportation (horse and buggy, car, mule, etc.)
2. The story continues into the Faria House with the "Faria Story" in the parlour where typical turn of the century furniture is used. (piano, love seat, lamps)
3. Historical portraits on the hallway walls develop the story of early settlers and their links to regional development.
4. The commerce story, which drives the community, begins in the museum room:
  - a) Bank
  - b) Retail stores (clothing and household goods
  - c) Food services (butcher shops, bakeries, grocery, restaurants, bars, etc)
  - d) Repair services (livery, garage, shoemakers, etc.)
  - e) Contractors (homes, store, roadways, stc.)
  - f) Farming
  - g) Water source
5. Emergency Services
  - a) Fire Department (bucket brigade, horse and wagon, siren)
  - b) Police Department (jail, Constable, dispatch)
6. Communication:
  - a) Local news paper
  - b) Telephone
  - c) Telegraph
7. Entertainment
  - a) Opera House
  - b) Christmas tree bonfires
  - c) Costume balls
  - d) Bordellos
8. Farm/early kitchen (display implements used on the walls and countertop)
9. Institutions:
  - a) Schools
  - b) Doctors, hospitals, pharmacies
  - c) Post office
  - d) Library

DRAFT

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the City of Pinole, a municipal corporation of the State of California (hereinafter referred to as "city"), and the Pinole Historic and Museum Society, Inc., a non-profit corporation of the State of California (hereinafter referred to as "society"), is for the purpose of cooperatively providing Pinole with a museum and facility for the education and research of local history, and the display of related artifacts and goods, and such facility will serve as a repository for the community's heritage:

WITNESSETH:

WHEREAS, City owns certain real property and improvements located thereon at \_\_\_\_\_, San Pablo Avenue, Pinole, California, and commonly known as the Faria House, and

WHEREAS, Society is a non-profit corporation organized for the purpose, among other things, of increasing and diffusing knowledge and appreciation of Pinole's local history, and

WHEREAS, in order to improve the conservation and selective exhibition of historical artifacts entrusted or assigned to the Society, City desired Society to perform certain museum-related services with respect to the Faria House; and

WHEREAS, Society desires to perform such museum-related services and management of the Faria House for City;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1 – FACILITY AND CONTENTS. City shall allow Society exclusive use of the Faria House and all improvements thereto together with all City property located thereon and therein, subject to the terms and conditions hereinafter set forth. The usage of this facility and its contents shall be at no rental cost to the Society.

2 – USE OF FACILITY AND CONTENTS. The Society shall operate and maintain the Faria House in two sections: there shall be maintained a Permanent Historical Gallery on the main floor and other areas as time and resources permit, and with related reference/research capabilities therein; there shall be graphic and historical documentation on appropriate wall surfaces delineating the historical heritage of the City. Gallery displays, reference/research facilities, and graphic and historical documentation shall be accomplished through the assistance of a Museum Development Advisory Committee, consisting of local citizens and community and business leaders.

3 – OTHER USES OF FACILITY. The use of the museum facility for any use other than normal museum purposes must be mutually agreed upon in advance, in writing, by parties. The City's Director of \_\_\_\_\_ is authorized to provide or withhold such consent on behalf of the City. The Society's Board of Directors, similarly, will act for the Society.

4 – STAFFING OF MUSEUM. Society will be responsible for providing volunteer staff necessary for keeping museum open to the public.

5 – MAINTENANCE OF MUSEUM. City shall be responsible for maintenance of exterior of museum; including building, grounds, parking lot, and adjoining public spaces. Society shall be responsible for routine maintenance of all interior spaces. Such maintenance shall be done during hours when museum operations will be least impacted, and shall be mutually agreed upon.

6 – OPERATION SCHEDULE. The schedule of exhibit hours open to the public will be based on available personnel and as dictated by public response. The Society shall have as its goal the provision of museum facilities to the public on a routine thirty (30) hour week, on a six-day per week basis.

7 – RESPONSIBILITY FOR ARTIFACTS. City shall not be responsible for the Society's artifacts or any artifacts loaned to the Society, or any fixtures or personal property located therein.

8 – FUND RAISING. The Society may engage in fund raising to meet its operating and maintenance costs. The Society and City may engage in mutually operated fund raising events, and such revenue resulting from such events, after expenses, will be mutually shared by the City and Society. All profits remaining from fund raising conducted exclusively by the Society shall be retained by the Society. All profits derived from such funding raising shall be used solely and exclusively for the benefit of the Museum.

9 – ANNUAL REPORT. At the close of each fiscal year of the Society, the Society shall provide to the City a report of activities and programs undertaken by the Society during the previous fiscal year and proposed plans of activities and programs of the Society for the next fiscal year.

10 – COMPLIANCE WITH PROCEDURES AND BUILDING REGULATIONS. The City and Society shall comply with all building safety, security and operating procedures as set forth in this agreement and as may be set forth by the City.

11 – INSURANCE. The Society shall furnish the City a Certificate of Public Liability/Property Damage Insurance with a combined single limit in an amount no less than \$1,000,000 each occurrence. Evidence that the City shall be an additional insured there under is mandatory. The policy shall provide that no cancellation, major change in coverage or expiration shall be come effective or occur until at least fifteen (15) days after receipt of such notice by City. Each year a copy of said policy shall be filed with

the City Clerk, and such insurance shall be maintained throughout the existence of the Agreement.

The Society shall, if it uses other than voluntary staffing for the Museum, also furnish the City with proof that Association carries and maintains full Worker's Compensation Insurance and Employer's Liability with an insurance carrier satisfactory to the City.

12—Indemnity – The Society shall indemnify and save the City, its agents, officers and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or causes of action arising during the term of this Agreement out of any personal injury, loss of life or damage to the property of others, violation of any federal, state or municipal law or ordinance or other cause in connection with Society's operations under this Agreement and from and against all costs, counsel fees, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon and from and against any orders, judgments or decrees which may be entered therein.

13—Alterations – The Society and City shall make no major alterations or additions to the Museum premises without the prior written consent of the other party.

14—Inspection of Premises – The City shall have the right from time to time, at reasonable hours and in a reasonable fashion, to enter upon the Museum premises to inspect the same, and to perform any inspection or public duty or responsibility of the City.

15—Return of Premises – Upon the termination of this Agreement, the Society shall return to the City the Museum premises and personal property of the City located therein in good and serviceable condition, damage by the elements and ordinary wear and tear excepted.

16—Assignment – The Society shall not assign any of its rights under this Agreement to any person or group unless and until City's Council shall have agreed in writing thereto, but such consent shall not be unreasonably withheld.

17—Non-Discrimination – The Society herein covenants by and for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, sex, creed, national origin or ancestry, in the use of the premises; nor shall the Society itself, or any person claiming under through it, establish or permit any such practice or practices of discrimination or segregation in the premises. This covenant is a material portion of this Agreement.

18 – TERM. This Agreement shall commence on the date of execution and continue thereafter. This Agreement can be amended by mutual consent of both parties. Arbitration, if necessary, shall be used to settle any unresolved problems. The Agreement

may be terminated for cause by either party upon one hundred eighty (180) days written notice to the other party.

19—Waiver of Relocation Benefits – As a partial consideration for the benefits provided to the Society by the City under the terms of this Agreement, the Society does hereby voluntarily and knowingly release and forever discharge City, its successors and assigns from any and all claims or demands for relocation assistance benefits which may arise by reason of Chapter 16 of Division 7 of Title I of the Government Code of the State of California, or by reason of the federal act entitled “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (Public Act 91-646), as amended, or by reason of any other law or regulations of the United States of America or the State of California.

20—Notices – All notices or communications shall be sent to the parties at the following addresses:

City of Pinole  
2131 Pear Street  
Pinole, CA 94564

Pinole Historic and Museum Society  
P. O. Box 285  
Pinole, CA 94564

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

CITY OF PINOLE

PINOLE HISTORIC AND MUSEUM SOCIETY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Recording Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

DRAFT

OTHER USE OF FACILITY AGREEMENT

In accordance with Section 3 – OTHER USES OF FACILITY – the Society is hereby granted permission to engage in a *Retail Agreement* for a portion of the Faria House, in order to facility the creation, maintenance, funding, and provision of required open hours, with an appropriate private retail enterprise.

(for a period of five years – with an option to renew for another five years, and thereafter by mutual agreement)

**REDEVELOPMENT AGENCY  
REPORT 2006-53****OCTOBER 17, 2006**

**TO: BELINDA B. ESPINOSA, EXECUTIVE DIRECTOR**

**FROM: CHRISTINE MAHER, SENIOR PROJECT MANAGER**

**SUBJECT: REUSE OF THE FARIA HOUSE BY THE PINOLE HISTORICAL SOCIETY**

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**RECOMMENDATION**

That the Redevelopment Agency Board of Directors accept this informational report and provide direction to Staff on the reuse of the Faria house at Heritage Park by the Pinole Historical Society.

**BACKGROUND**

On February 18, 2003, the Redevelopment Agency approved the acquisition of the property located at 2100 San Pablo Avenue, in Old Town Pinole. Then, on March 18, 2003, the Agency authorized an agreement with Architect Michael Woldemar & Associates for architectural consulting services for creation of a phased "Heritage Park" concept and the possible relocation of the Faria house to the site. The conceptual master plan was presented to the neighborhood and Agency Board at a public meeting on June 16, 2003. The Planning Commission approved the project at its September 13, 2004 meeting.

The project contains two distinct phases. The first phase includes the relocated Faria house and ancillary improvements, including drainage, driveway and parking areas, ADA accessible concrete walkways and ramps, fencing, signage, lighting, one ADA accessible restroom, and landscaping, at the southern frontage of the property along San Pablo Avenue. The second phase will involve the construction of single-family cottages and a common detached garage along the northern site frontage on Buena Vista Drive.

The Faria house was relocated to Heritage Park on March 5, 2005 and all exterior renovations are complete.

In June of 2005 and again in June of 2006, Staff made a presentation to the Agency Board about possible reuse options for the Faria house. These uses ranged from a mix of commercial and residential uses, to public uses such as a museum or Chamber of Commerce offices. At the June 2006 meeting, a representative from the Pinole Historical Society spoke of the Society's desire to reuse the entirety of the house as a museum.

On September 19, 2006, the Pinole Historical Society made a formal presentation to the full Board regarding a museum and retail concept at Heritage Park. The Board directed Staff to bring the Society's proposal back to a future Board meeting for further review.

### **DISCUSSION**

Subsequent to the September 19 Board meeting, Staff met with members of the Pinole Historical Society (PHS) to establish proposed deal points for creation of a museum and associated retail use at Heritage Park. The proposed deal points are as follows:

- **Renovation Master Plan.** Agency, in consultation with PHS, will prepare a master plan detailing all renovation work that needs to be completed, and establishing a finish schedule. All improvements must be made in accordance with the plan.
- **Agency Financing.** Agency has allocated up to \$500k for architectural plans, including a renovation master plan/finish schedule, and building improvements. All work funded by the Agency must be prevailing wage.
- **Establishment Period/Rent.** Agency will allow PHS 3 years to establish a museum in a quality similar to other area museums. Failure to establish such a museum within this three-year period will constitute a default. During the establishment period, and for 2 years thereafter, the Agency will allow the PHS to use the Property rent-free. After those 5 years, Agency will reconsider the rent terms and likely charge a small amount of rent comparable to that of the Pinole Players and/or other nonprofits.
- **Sublease.** Upon prior written approval of the Agency, PHS may sublease the Property to a retail tenant. After the 3-year establishment period and the 2 years rent-free, the Agency may consider receiving a percentage of the retail tenant's profits.
- **ADA & Other Regulations.** PHS shall follow all applicable federal, state, and local regulations, including the ADA, which likely requires PHS to provide a bathroom upstairs and may also require the retail tenant to provide some degree of retail service downstairs.
- **Curator.** PHS shall arrange a curator to monitor and ensure proper treatment of the museum pieces.
- **Term of Agreement.** Term of the Agreement shall be 20 years.
- **Utilities & Maintenance.** PHS shall pay all insurance, utilities, maintenance, and landscaping of the Property. Failure to maintain the Property at any point during the term of Agreement shall constitute a default.
- **Improvements.** Upon prior written approval of the Agency, PHS may install the caboose or other improvements on the property immediately adjacent to the Faria house. Agency may consider construction of bocce ball facilities on the site at a future date.
- **Hours of Operation.** PHS must operate the museum and retail service for a minimum of 30 hours/week (starting at 10-3 Tu-Sun).
- **Standards of Operation.** PHS shall operate and maintain the museum, retail service, and any improvements in a first-class manner similar to that of other museums within the area (ex: Richmond)
- **Public Use.** Agency/City will be able to have unlimited use of the Property, with 1 week advance written notice to PHS.



- **"Property" definition.** The Property granted for use by Agency to PHS includes the Faria house itself along with all parking and landscaped areas. Agency will provide detailed architectural plans as an exhibit to the Agreement.
- **Use of Faria House Pre-Agreement.** After approval of the Agreement by the Agency Board, PHS may use the Faria house as follows:
  - **Address.** PHS may begin to use the Faria house as its address for letterhead purposes.
  - **Signage.** PHS may place signage on the Property describing the Faria house as the future home of PHS.

The Redevelopment Subcommittee reviewed these deal points at its meeting of October 10, 2006, and recommended that the report be brought forward to the full Board for consideration. Should the Agency Board approve of these proposed deal points, Staff will work with the PHS to draft an operating/lease agreement.

#### **BLIGHT ALLEVIATION**

This project meets the original redevelopment objective of upgrading the downtown of Pinole to encourage activities and public uses that meet the needs of Pinole residents.

#### **FISCAL IMPACT**

None at this time. Upon approval of an operating/lease agreement with the Pinole Historical Society, the fiscal impact would likely be an amount not to exceed \$500,000.



## REDEVELOPMENT AGENCY REPORT 2009-73

8E

NOVEMBER 17, 2009

**TO: BELINDA B. ESPINOSA, EXECUTIVE DIRECTOR**

**FROM: FRANCINE KUYKENDALL, SENIOR PROJECT MANAGER**

**SUBJECT: FEASIBILITY STUDY -- PINOLE HISTORICAL MUSEUM**

### **RECOMMENDATION**

Receive a feasibility study report on the ability of the Pinole Historical Society to establish and maintain a Pinole Historical Museum.

### **BACKGROUND**

On February 18, 2003, the Agency approved acquisition of the property known as Heritage Park. The 2.52-acre parcel stretches from San Pablo Avenue to Buena Vista. The original concepts for the property included relocating the Faria House to the site for potential use as a historical museum and developing affordable housing.

The Faria House relocation was complete in 2005. Since that time, the Agency has worked on the museum concept with the Pinole Historical Society (PHS). In 2008, the Agency published a Request for Proposal for a professional museum consultant to conduct a study to determine the feasibility of PHS establishing and maintaining a museum in the Faria House. Staff and PHS interviewed qualified respondents. The contract was awarded to Kathleen Brown of Atelier.

### **REVIEW & ANALYSIS**

Kathleen Brown, Atelier, will present the results of the feasibility study, including analysis of potential income and comparison of revenue vs. expenses, as well as discuss some keys to creating a successful museum experience and ways in which PHS is already developing a museum without walls.

The report will answer the questions:

- Why
- Who
- What
- How

Board action is not required at this time. Staff will continue to work with PHS and will return to the Board with a recommendation at a later date.

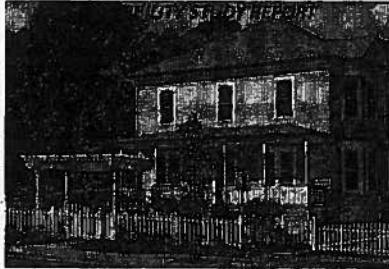
### **FISCAL IMPACT**

None at this time.

### **ATTACHMENT**

A. Feasibility Study Report

## Pinole Historical Society Museum



ATELIER □ Kathleen Brown

## ATELIER Kathleen Brown

- CA certified small business since 2002
- Principals experienced with more than 200 museum/cultural attractions across the US
- 30 Years in cultural sector as consultant and practitioner
- Moved to Bay Area 10 years ago to plan new Academy of Sciences
- Graduate Program for Museum Studies at JFKU in Berkeley

Pinole Historical Society Museum  
Feasibility Study

2

## Feasibility Defined

This study intends to answer the following:

Most museums are only partially "self-sufficient" - Is it feasible to raise the difference between earned revenues and operating expenses?

Org. % self-sufficiency by museum type	% self-sufficient (earned)	% operating subsidy (raised)
Art Museums	24%	76%
History Museums	24%	76%
Science Centers	44%	56%
Children's Museums	33%	67%
All Museums	30%	70%

Source: American Association of Museums' 2003 Financial Information.

Study Outcome: Independent and objective projections of attendance, revenue and expense that will identify the "gap"

Pinole Historical Society Museum Feasibility Study

3

## PHS Museum Feasibility Analysis Process Diagram

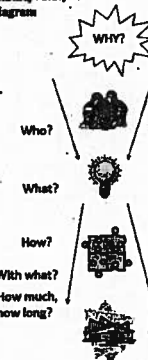
Step 1: Articulate Vision  
What do we want to do? Why?  
What impacts do we want to have?

Step 2: Market Analysis  
Who do we want to impact?  
Who will support our efforts?  
Context: What else is being offered?  
What are community issues/trends?  
What can we learn from the experience of others?

Step 3: Concept  
What are our core messages and themes?  
What do we want people to understand/do?

Step 4: Delivery Mechanisms  
How will we deliver the messages effectively?  
e.g., programs, exhibits, web, curricula, etc.  
Value Experience Plan

Step 5: Resource Identification  
What resources will we need?  
e.g., staffing, space, facilities, partnerships, funding, etc.  
Attendance, revenue & expense projections  
© AEB 2004



Pinole Historical Society Museum Feasibility Study

4

## Why

- To preserve, protect, collect, interpret, and promote the history of Pinole
- Focus on Pinole first, extend to Martinez Land Grant area, then West County
- Collaborate with other Historical Societies
- Human history of the area, focus from 1823 to today and tomorrow
- Inclusive of diverse history and elements of cultural identity
- Education and engagement is priority

The Pinole Historical Society promotes awareness and appreciation of history through preservation and education, and chronicles the city's heritage for current and future generations.



Community Visiting Session,  
February 28, 2009

Pinole Historical Society Museum Feasibility Study

5

## WHO: PHS Museum's Key Opportunities

- Bifurcated marketplace, city has successfully responded
  - Senior Center, Youth Center are city programs and are supplemented by support foundations
  - Youth Center has focused more on pre-teens - need for 13+ activities
- PHS has a key opportunity to leverage investments that city has made and emphasize intergenerational collaboration
  - Utilize Senior and Youth Commissions liaisons to project
  - Joint planning project for Faria House includes intergenerational intent
- Museum and PHS's activities *should be designed to appeal to a wide range of interests and perspectives and as a social venue*
- Utilize Faria House as a venue for programs and activities

Pinole Historical Society Museum Feasibility Study

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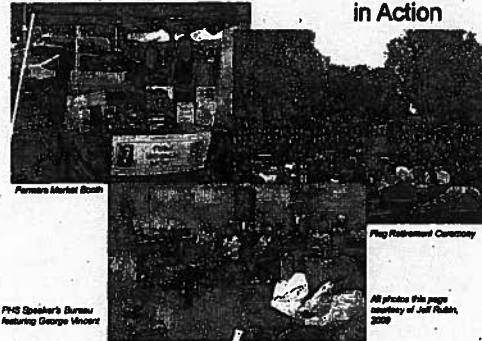
## What and How

- Website: <http://www.pinoledhistoricalsociety.org/>
- Lots of potential
- Utilize as central source
- Publications: Newsletter, Book(s)
  - Photo-history book and launch events
  - Monthly newsletter is excellent
- Presentations/speakers bureau
  - Successful series already in place, to be expanded
- Walking/driving historical tours – podcast, cell
- Festivals and events – such as Flag Retirement ceremony
- Collections – scope and mandate very stringent
  - To focus on digital collections and strategic collections plan for material culture that emphasizes documented Pinole provenance

Pinole Historical Society Museum Feasibility Study

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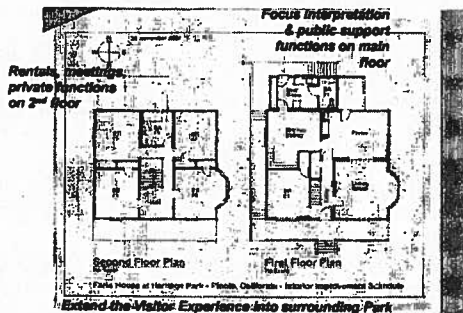
## PHS Programs in Action



Pinole Historical Society Museum Feasibility Study

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## Visitor Experience at Faria House



Pinole Historical Society Museum Feasibility Study

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## Central Exhibition – Community PhotoWall and Story Archive

Historical and contemporary photos in photo wall that grows each year (in stairwell and up walls)

Digital images, audio and video files are collected to comprise primary digital collection



Pinole Historical Society Museum Feasibility Study

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## Concept for House and Park

- Concept to include surrounding park – access
- Develop park to include Heritage Gardens and demonstration herbs/vegetables, flowers
  - Garden Club, Youth and Rotary interest in garden project
- Facilities/outdoor space flexibly programmed
  - Program with events, workshops, work days
  - Use paved exterior as accessible space (tent)
- Need for integrated landscape/land use plan to pull it together

Pinole Historical Society Museum Feasibility Study

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## Resources

- **Space and Facilities**
  - Utilize Faria House as venue for programs
  - Exhibition/primary visitor experience on 1<sup>st</sup> floor
  - Community meeting space, event support on 1<sup>st</sup> floor - access
  - PHS private use on 2<sup>nd</sup> floor, collections storage, office/workspace); add'l community space or shared with other community group
  - Flexibility is key

Pinole Historical Society Museum Feasibility Study

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## Accessibility

- 1<sup>st</sup> Floor accessible and comprises primary visitor experience
- 2<sup>nd</sup> floor hallways and doorways too narrow; no wheelchair access (lift) and infeasible
- 2<sup>nd</sup> floor is reserved for *private* use:
  - PHS offices and collections storage (data, too)
  - Possible sub-lease, complementary organization
  - Rental of meeting rooms for group use

Pinole Historical Society Museum Feasibility Study

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## Resources

- Staffing
  - 1<sup>st</sup> hire more likely to be programmatic than administrative – Program coordinator
  - Volunteer coordination also high priority
  - Board/Executive Committee will still manage PHS
  - Role of fund-raising in PHS growth and development

Pinole Historical Society Museum Feasibility Study

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## Operating Assumptions

- All capital improvements for the Faria House will be accommodated and there will be no capital debt or debt service for PHS
- PHS will manage Faria House under an operating agreement with City of Pinole and the City will be a substantial partner in its operation and maintenance. *The more support from the city, the more feasible the project.*
- The grounds surrounding Faria House will be available to PHS for active use
- Faria House will operate as a free access center (like the Youth Center, Senior Center or library)

Pinole Historical Society Museum Feasibility Study

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## Current PHS Financials

	2008	2009, YTD
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
100% PHS	\$4,000	\$4,000
Cash on Hand	\$38,460 (Dec 31)	\$28,375 (June 18)

*Operating a facility and active program will increase operating expenses dramatically*

Pinole Historical Society Museum Feasibility Study

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## Expense Categories

- Personnel – 50% of operating cost
  - 1 PT program coordinator = \$25,000
    - Active program requires high touch staffing
- Occupancy – rent/mortgage, insurance, maintenance, repairs, utilities
  - Easily escalate 10X in operation
    - Assume NO RENT
    - Insurance increases – liability, O&D
    - Will require collaboration with city to be feasible

Pinole Historical Society Museum Feasibility Study

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## Expense Categories

- Program
  - On-site programs will require supervision and volunteer support to develop, operate
  - Integrates with classroom, curriculum
  - Website as promo and delivery
- Events
  - Both fund-raising and friend-raising
- Collections
  - Caring for objects and recording photos & stories

Pinole Historical Society Museum Feasibility Study

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## Expense Projections

Category	Year 1	Year 1	Year 5	Year 5
	Low	High	Low	High
Personnel	\$15,000	\$25,000	\$25,000	\$40,000
Occupancy utilities, etc.	\$2,000	\$15,000	\$10,000	\$30,000
Programs	\$2,500	\$4,000	\$3,000	\$10,000
Events	\$3,000	\$7,000	\$5,000	\$8,000
Collections	\$1,200	\$1,500	\$1,500	\$3,000
TOTAL	\$23,700	\$62,500	\$44,500	\$92,000

Pueblo Historical Society Museum Feasibility Study

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## Income Categories

**Earned** – admission, membership, program fees, retail, publications, reproductions, etc.

**Contributed** – individual contributions, grants, gifts, bequests

**Government** – direct line item support; "grants," in-kind

**Endowment/Investment returns** – generated through capital investment

*The "right" balance is key to a sustainable operation*

Pueblo Historical Society Museum Feasibility Study

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## Earned Income Categories

- Publications and reproduction fees
- Advertising sales – newsletter, publications
- Membership
- Program and event fees
- Facility rentals/sublease
- Merchandise – branded, generic

Pueblo Historical Society Museum Feasibility Study

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## Revenue Projections

Category	2006 Estimate	2006 Extrapolated	Year 1 PHSM	Year 5 PHSM
Memberships	\$3,000	\$3,000	\$4,000	\$6,000
Events/program fees	\$7,200	\$15,000	\$3,000	\$7,000
Advertising sales			\$5,000	\$7,000
Merchandise net	\$2,500	\$8,500	\$2,000	\$6,000
Other sources		\$2,000	\$2,000	\$5,000
TOTAL			\$16,000	\$36,000

Pueblo Historical Society Museum Feasibility Study

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## Revenue/Expense Comparison

	Year 1 Midpoint	Year 5 Midpoint
Expenses	\$44,500	\$62,500
Earned Revenue	\$16,000 (36.0%)	\$36,000 (57.6%)
Revenue needed to cover costs	\$28,500 (64%)	\$26,500 (42%)

In Year 1, PHSM would need to raise ~ \$25,000

In Year 5, PHSM would need to raise ~ \$35,000

Pueblo Historical Society Museum Feasibility Study

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## Conclusion of Feasibility Study

- Go/no go decision:
  - Can Museum raise enough money to operate?
  - What is city ready to do?
  - How can PHS work with Sr/Youth Centers collaboratively?
  - What is reasonable funding mix given realities?

Pueblo Historical Society Museum Feasibility Study

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Staff responded stating that the City would initially be responsible for maintenance of the orchard and trail.

Mr. Woldemar said that a variety of fruit trees would be planted and he hoped that the Senior Club and/or the Garden Club would harvest the fruit. The eight foot wide trail would be illuminated with the same bollard type photo cell lights as the Faria House, and the gates at the Faria House are recommended to remain. Mr. Woldemar said that the intent for maintenance would be originally with the City which would later be divested to another entity.

City Manager Espinosa suggested not planting fruit trees that require more maintenance.

The discussion turned to Phase III which had not be addressed in several years, which proposed a carriage house, and an original intent was that a caretaker would reside on site and maintain the orchard.

Council Member Swearingen suggested addressing these maintenance issues at a future time and move forward with the issues under consideration.

**ACTION: Motion By Agency Board Members Swearingen/Banuelos , The Agency Board Adopted Agency Resolution 73-2009, To Award Contract For Construction To Pacific Mountain Contractors For Lump Sum Bid Of \$984,716.**

**Vote: Passed 5-0.**

**ACTION: Motion By Agency Board Members Murray / Long, The Agency Board Adopted Agency Resolution 74-2009, Approving A Contract With Woldemar And Associates To Provide Professional Management Services.**

Agency Board Member Murray commented that he wants assurance that the product received would be to the specifics of the plan

**Vote: 4-1 (Banuelos abstained)**

- E. Receive Report Regarding Pinole Historical Museum Feasibility Study  
[Agency Report No. 2009-73; Action: Receive Report (Kuykendall)]

**Francine Kuykendall**, Senior Project Manager presented Agency Report 2009-73 into the record and introduced Kathleen Brown to present the results of the feasibility study including an analysis of the Society's income potential, and to determine whether the Society has the capacity to earn money to maintain the museum and be self sufficient.

**Kathleen Brown**, Museum Consultant, said most museums are supported by contributed funding, not 100% self-funded. The study was designed to review the difference between the earning potential and the expenses. Workshops were conducted in February 2009 to define the purpose of the museum, and develop a mission /vision statement. Ms. Brown pointed out this was a bifurcated citizenry between an aging and young population, which determined that the museum should be designed to appeal to a wide range of interests and perspectives. She discussed the Society's current involvement in publications, presentations, tours, festivals and events and collections. She recommended avoiding being the "community attic", and plan for a very stringent collective mandate. The concept included use of the surrounding park with



vegetables and fruit trees and said the Garden Club, Youth Center attendees and the Rotary were interested in the garden project.

Ms. Brown described their vision how the Faria House would be set up as a venue for programs, exhibitions, visitors, and community space on Floor 1, and the Society's private use on the 2<sup>nd</sup> floor for collections, storage, office and workspace. With no wheelchair accessibility, the 2<sup>nd</sup> floor would be either private use, and/or possible sub-lease to a complimentary organization.

Proposed staffing needs identified a part-time program coordinator (\$25,000), and volunteer coordination was also a high priority.

Operating assumptions included:

1. All capital improvements will be accommodated and no capital debt.
2. The Society would manage the Faria House under an operating agreement with the City
3. The City would be a substantial partner in its operation and maintenance, and the grounds would be available to the Society and the Faria House would be a free access center.

Current Society Financials:

1. Income- \$6,000
2. Expenses \$2,700
3. Cash \$25,175 (as of June 2009).

Brown noted that operating a facility and an active program would dramatically increase operating expenses; projected at \$30,000 in Year 1 to \$82,000 in Year 5. The plan assumed free rent, with a partnership with the City for utilities, maintenance, and insurance.

Revenue projections comparison from Martinez was \$12,000. The Society would need \$24,600 in contributions \$24,600 in Year 1 and \$34,350 in Year 5. In conclusion Ms. Brown said that the museum could likely raise enough money to operate and asked what the City was ready to do and asked how the Society could work with the Senior/Youth Centers collaboratively? Ms. Brown was available for questions.

Council Member Swearingen asked if any other sites were looked at by the museum, other than the Faria House.

**Marcia Kalapus** responded that this site was discussed with Marc Grisham and Lois Boyles as an option in 2005. Ms. Kalapus said until the museum has a location, the Society is unable to apply for grants.

Council Member Murray commented that the historical society had been active for 35 years. When the Faria House was relocated, staff discussed a use that would generate income to sustain the house, not necessarily the museum, but it has manifested as possibly the best option.

Council Member Swearingen asked if the house adjacent to the Senior Center might be a viable option for a museum.



Council Member Murray said that site was bought with the intent to be used for additional senior center parking. The PHS has been looking for a location, this appears to be a good one, and his main concern is with maintaining the building in the pristine condition it is today.

Mayor Pro Tem Long discussed dedicating the site to the Society and asked if that would allow them to apply for grants.

Ms. Brown responded yes, if there was a formal letter of intent showing commitment that the location would be their home.

Council Member Banuelos said the only thing in the General Plan on that site is the museum.

Ms. Espinosa confirmed that the Agency had set aside money for interior renovations to bring the structure to Code and the Society would provide for the enhancements such as ambiance and wallpaper, etc. Mike Woldemar had already donated his service to inventory the interior work that need to be done.

The Council received the report. There was Council interest in an event facility or exterior events such as garden weddings to generate income. There was discussion regarding getting sponsored/donated work from contractors, or from businesses who may want to

Council Member Murray said he was supportive to dedicate the use to the Museum, especially after he understood there were funds available.

**Shelia Grist**, PHS Board Member advised the Council that the downstairs bathroom was handicap accessible.

F. Conduct Discussion Regarding A Special Recreation Tax  
[Council Report No. 2009-182; Action: Council Discussion / Provide Direction  
(Reyes / Athenour)]

**Benjamin Reyes**, City Attorney, presented Council Report 2009-182 into the record. He said the information was preliminary and was provided as a placeholder for discussion and there was no recommendation. He said that a special parcel tax question would require a 2/3's vote of the electorate to pass. He said that \$50 was discussed as the amount, and would generate approximately \$300,000. If done as a sales tax, ½ cent generates currently approximately \$1,396,000 per year, but he cautioned that a tax increase would make Pinole the highest in Contra Costa County. He said

**Patricia Athenour**, City Clerk advised the Council of the updated preliminary information received from Contra Costa County Elections Department subsequent to the dissemination of the packet. The County estimated the cost to conduct the June election would be \$2.25 per registered voter, and in November 2010, it would be \$2.00 per registered voter. Ms. Athenour cautioned that these costs were preliminary and subject to change.

Council discussion followed about the pros and cons of a June or November election, or whether there should be a question forwarded by the City.

Council Member Swearingen said he could not see our electorate supporting a tax for a small select group.

## CITY OF PINOLE ZONING CLASSIFICATION AND USES

<i>Land Use \ Zoning District</i>	<i>RMU</i>	<i>CMU</i>
Adult Day Care Home	P	P
Caretaker Housing	N	N
Dwelling, Multifamily	P	P
Dwelling, Second Unit (1)	P	N
Dwelling, Single Family	P	N
Dwelling, Two-Family	N	N
Dwelling, Three- and Four-Family	P	P
Emergency Shelter (2)	N	N
Family Day Care Home, Large	C	C
Family Day Care Home, Small	P	P
Group Residential	C	C
Home Occupations (3)	P	P
Manufactured Home	N	N
Mobile Home Park	N	N
Residential Care Facilities	P	P
Single Room Occupancy Facilities	C	C
Supportive Housing (located in housing Of a type permitted in the zone)	P	P
Transitional Housing (2) (located in housing of a type permitted in the zone)	P	P
Cemeteries, Mausoleums	N	N
Clubs, Lodges, and Private Meeting Halls	N	C
Community Centers/Civic Uses	C	C
Community Garden	P	P
Indoor Amusement/Entertainment Facility	N	C
Indoor Fitness and Sports Facility	C	N
Libraries and Museums	C	C
Outdoor Commercial Recreation	N	N
Parks and Public Plazas	P	P
Public Safety Facility	C	C
Recreational Vehicle Parks	N	N
Religious Institutions	N	C
Resource Protection and Restoration	N	N
Resource-Related Recreation	N	N
Schools, Private and Special/Studios	N	C
Schools, Public	P	P

# CITY OF PINOLE

## ZONING CLASSIFICATION AND USES

Theaters and Auditoriums	N	N
Adult Oriented Business (7)	N	N
Adult Day Care Facility	P	C
Alcoholic Beverage Sales	C	C
Ambulance Service	C	N
Animal Sales and Grooming	C	C
Art, antique, collectable.	P	P
Artisan Shops	P	P
Artist Studio	C	C
Banks and Financial Services	P	P
Bars and Nightclubs	C	C
Bed and Breakfast Inns	C	C
Building Materials Store and Yard	N	C
Business Support Services	P	P
Call Centers	C	C
Card Room	C	C
Check Cashing Business	N	C
Child Day Care Facility	P	P
Convenience Stores	P	P
Drive-in and Drive-through Sales and Service (8)	N	C
Equipment Sales and Rental	N	P
Firearm or Firearm Ammunition Sales	N	C
Furniture, Furnishings, and Appliance Stores	C	P
Garden Center/Plant Nursery	N	C
Grocery Stores/Supermarket	P	P
Home Improvement Supplies	C	C
Hotels and Motels	C	C
Hotels and Motels, Extended Stay	C	C
Kennels, Commercial	N	C
Maintenance and Repair, Small Equipment	C	C
Massage Therapy Establishment (9)	P	P
Medical Marijuana Cultivation(11)	N	N
Medical Marijuana Delivery(12)	N	N

# CITY OF PINOLE

## ZONING CLASSIFICATION AND USES

Medical Marijuana Dispensary(10)	N	N
Medical Services, General	C	C
Medical Services, Extended Care	C	C
Medical Services, Hospitals	N	C
Mortuaries and Funeral Homes	N	C
Neighborhood Market	P	P
Office, Temporary	N	C
Offices, Business and Professional	P	P
Offices, Accessory	P	P
Pawn Shop	N	C
Personal Services	P	P
Restaurants	C	P
Retail, Accessory	P	P
Retail, General	P	P
Retail, Warehouse Club	N	C
Smoke Shop	N	C
Temporary Real Estate	C	C
Thrift Store	C	C
Veterinary Facility	C	C

## FARIA HOUSE - FIRST FLOOR





## FARIA HOUSE - SECOND FLOOR





## **CITY COUNCIL REPORT**

**9C**

**DATE: JUNE 2, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: ERIC CASHER, CITY ATTORNEY**

**SUBJECT: PROVIDE DIRECTION ON RENEWAL OF AN URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS WHERE THE FAILURE TO PAY RENT IS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)**

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### **RECOMMENDATION**

Staff recommends that the City Council provide direction on renewal of an urgency ordinance establishing a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the coronavirus (COVID-19).

### **BACKGROUND**

At its meeting on April 7, 2020, the City Council adopted an urgency ordinance establishing a temporary moratorium on residential and commercial evictions due to nonpayment of rent. The eviction moratorium applied where the failure to pay rent was from income loss resulting from COVID-19. Under the urgency ordinance tenants have 120 days from the end of the eviction moratorium to repay any back due rent. The ordinance went into effect immediately and terminated on May 31, 2020. A copy of the staff report from the April 7 meeting is attached as Exhibit A for additional background.

Shortly after the City Council adopted the eviction moratorium, the Contra Costa County Board of Supervisors adopted a similar eviction moratorium. The County's eviction moratorium also prohibited the eviction of residential and commercial tenants due to nonpayment of rent caused by COVID-19, and included certain other related provisions. The County's ordinance was set to expire on May 31. However, on May 26, the County extended and amended its eviction moratorium through July 15. The County's ordinance applies in both incorporated and unincorporated areas of the County, except for in cities that have adopted their own ordinances covering the same subject matter.

At its May 19 meeting, the City Council requested that the City Attorney presented information regarding the potential renewal of the ordinance establishing a temporary moratorium on evictions.

## **DISCUSSION**

When the City Council adopted the eviction moratorium on April 7, the City Council made findings that COVID-19 and related shelter in place orders were causing significant economic impacts, such as work closures, layoffs, job loss, and reduction in business income. The City Council determined that the urgency ordinance was necessary to avoid significant housing and commercial displacement, to mitigate the economic effects on small and medium sized businesses, and to prevent housed individuals from falling into homelessness.

Since the City Council adopted the eviction moratorium, the underlying economic conditions remain largely unchanged. The reported unemployment rate is 16.1% in California and 14.5% in Contra Costa County, both of which are historically high numbers, and many experts believe that the true unemployment numbers are much higher. As shelter in place restrictions are gradually lifted, it is possible that economic conditions will improve, but it is unknown how significant any improvement will be. Even with partial “reopening”, many businesses will still be subject to social distancing restrictions which prevent them from operating at 100% of their pre-COVID-19 levels. Additionally, supplemental federal COVID-19 unemployment insurance benefits, which provide unemployed individuals with \$600 per week in addition to regular unemployment benefits, are currently set to expire in July. It is currently unknown whether or not Congress will extend those supplemental benefits. If the benefits are not extended, unemployed individuals will experience a significant decrease in income that will likely make it more difficult for individuals to pay their rent.

The City’s eviction moratorium expired on May 31<sup>st</sup>. However, Contra Costa County has extended its eviction moratorium through July 15, 2020, and indicated that the moratorium might be extended again at that time. The County’s ordinance applies throughout the County, except in incorporated cities that have adopted their own ordinances regarding the same subject matter. Accordingly, if the City Council renews the eviction moratorium, the City’s moratorium will apply in Pinole and the County’s eviction moratorium will not apply. If the City Council does not renew the City’s eviction moratorium, the County’s eviction moratorium will apply in Pinole.

The County’s eviction moratorium contains the following provisions which are generally similar to the City’s previous eviction moratorium:

- A residential or commercial tenant may not be evicted for failure to pay rent when such failure is due to COVID-19.
- The commercial eviction moratorium only applies to small businesses and nonprofits. A small business is defined as a business with fewer than 100



employees and an average annual gross receipts of \$15 million or less over the previous three years.

- The tenant must notify the landlord within 14 days of the rent being due that he or she is unable to pay, and provide adequate documentation.
- No late fees may be charged for rent paid late pursuant to the eviction moratorium.
- The eviction moratorium applies though July 15, 2020, and thereafter tenants have 120 days to repay any back due rent

In addition to the provisions listed above, the County's eviction moratorium also limits other types of evictions. Specifically, the County's eviction moratorium prohibits any "no-fault" evictions through July 15, 2020 unless: 1) the eviction is necessary for health and safety reasons, 2) the unit is being removed from the rental market, or 3) an immediate family member of the owner is moving into the unit. A "no-fault" eviction is when a tenant is evicted for a reason other than its breach of the rental agreement or state law. In addition, the County's eviction moratorium prohibits evictions based on an unauthorized occupant living in the unit if that occupant is an immediate family member of the tenant.

The County's eviction moratorium will apply in Pinole unless the City adopts its own eviction moratorium. A potential renewed eviction moratorium adopted by the City does not need to contain the same provisions as the County's eviction moratorium, and also does not need to be the same as the eviction moratorium previously adopted by the City Council on April 7.

The County's eviction moratorium is contained in County Ordinance 2020-16. That ordinance also prohibits a landlord from increasing the rent on any residential unit through July 15, 2020 unless: 1) the increase is pursuant to a preexisting written agreement, 2) the increase occurs after a vacancy, or 3) the unit is covered by the Costa Hawkins Act (generally single family homes and units built after February 1, 1995). This portion of County Ordinance 2020-16 appears to apply in Pinole unless the City adopts its own ordinance regulating rent increases. The City does not have any such ordinance.

The City Attorney's Office is seeking direction from the City Council on whether the City should renew the urgency ordinance establishing a temporary moratorium on evictions due to COVID-19, and if so, what provisions should be included in the ordinance.

### **FISCAL IMPACT**

There will be no direct fiscal impact to the City from renewing the urgency ordinance establishing a moratorium on evictions due to loss of income resulting from the COVID-19 pandemic. The ordinance could be relied upon as an affirmative defense in a court proceeding for an unlawful detainer and may be the basis of civil litigation brought by a tenant. The City will not be enforcing the Ordinance, since it is not involved in the unlawful detainer process. Therefore, there is no staff work

associated with implementing the ordinance other than providing notification to the community.

**ATTACHMENTS**

- A. April 7, 2020 Staff Report
- B. Contra Costa County Urgency Ordinance



## **CITY COUNCIL REPORT**

**ATTACHMENT A**

**10A**

**DATE:** APRIL 7, 2020

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** ERIC CASHER, CITY ATTORNEY

**SUBJECT:** ADOPT AN URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS WHERE THE FAILURE TO PAY RENT IS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

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### **RECOMMENDATION**

Staff recommends that the City Council adopt an urgency ordinance that establishes a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the coronavirus (COVID-19).

### **BACKGROUND & DISCUSSION**

The Centers for Disease Control and Prevention (CDC), the Secretary of the United States Department of Health and Human Services, and the Contra Costa County Department of Public Health have all recognized the public safety risks posed by the COVID-19 pandemic. Additionally, the Governor of the State of California proclaimed a state of emergency, the President of the United States declared a national state of emergency, and the Contra Costa County Health Officer declared a local health emergency in response to the spread of COVID-19.

Subsequently, the Contra Costa County Health Officer, along with six other health officers within six Bay Area counties, issued a legal order directing residents of Contra Costa County to shelter at home beginning March 17, 2020 through April 7, 2020. The order limits activity, travel, and business functions to only the most essential needs. That order was subsequently strengthened and further extended through May 3, 2020. On March 19, 2020, the Governor of California issued an executive order ordering all individuals within the State of California to stay home or at their place of residence, except for certain, limited, specified purposes. The City Manager, acting as Director of Emergency Services, proclaimed a local emergency related to the COVID-19 pandemic and the City Council later ratified the Director of Emergency Services' action on March 24, 2020.

Since the shelter at home orders of the Contra Costa County Health Officer and Governor, events of all sizes across the Bay Area and in Pinole have been canceled

or postponed. Additionally, many businesses have been forced to close or dramatically limit their operations. These developments are likely to result in significantly increased levels of unemployment and decreased incomes for many businesses and residents of Pinole. As a result, residential and commercial tenants have likely experienced, or will shortly experience, sudden income loss, and further income impacts are anticipated, due to temporarily being unable to report to work because of illness caused by COVID-19 or quarantines related to COVID-19, taking care of family members that have become ill due to COVID-19, the closure of schools and daycare and the need to take care of children at home, taking care of elderly family members who are in quarantine, shelter-in-place or affected by COVID-19, and/or lay-offs due to business slow-downs and closures, leaving tenants vulnerable to eviction. Because the shelter at home orders apply through at least May 3, 2020, these impacts are likely to continue in the short term.

Many cities and counties in California have adopted eviction moratoriums, preventing landlords from evicting residential or commercial tenants who are unable to pay rent due to the impacts of COVID-19. Locally, El Cerrito and Richmond have adopted such moratoriums. Additionally, on March 27, 2020, the Governor issued Executive Order N-37-20 providing additional protections for residential tenants. Pursuant to Order N-37-20, if a residential tenant is served with an unlawful detainer, rather than having five days to file a response in court, the tenant will have an additional 60 days to respond, which delays the eviction process and provides the tenant with more time to pay the late rent. This protection only applies to tenants who have notified landlords of their inability to pay rent due to COVID-19 prior to the rent being due. Importantly, the Governor's executive order is not a moratorium on evictions, but rather just delays the eviction process by giving tenants additional time to respond to an eviction. Furthermore, Executive Order N-37-20 does not include any protections for commercial tenants. The Governor's executive order does not preempt the City from enacting an eviction moratorium.

## **DISCUSSION**

The proposed urgency ordinance would take effect immediately and would apply to all eviction proceedings, such as notices to quit or pay rent or unlawful detainer actions served on or after the effective date of the ordinance. By providing a substantive eviction defense to a tenant, the ordinance would place a temporary moratorium on eviction actions instituted for non-payment of rent where a tenant can demonstrate that the tenant suffered a substantial loss of income due to the COVID-19 pandemic. The ordinance will not waive the payment of rent, but rather will delay an impacted tenant's obligation to make rent payments during period of the temporary moratorium.

Impacts on loss of household income include income loss due to COVID-19 caused by:

- COVID-19 illness or caring for a household or family member with COVID-19 illness;

- work closures, layoffs, job loss, a reduction in the number of compensable hours or other economic or employer impacts; or
- missing work due to a minor child's school closure, compliance with government health authority orders, or other similarly-caused reason.

Impacts on loss of business income include income loss due to COVID-19 caused by:

- work closures;
- reduction in staff reporting to work;
- reduction in opening hours;
- reduction in consumer demand;
- compliance with government health authority orders; or
- other similarly-caused reason resulting in loss of business income.

The urgency ordinance, if adopted, will act as a deterrent to most landlords initiating eviction proceedings if a tenant can show that the non-payment of rent was due to the tenant's loss of income as a result of COVID-19. If a landlord nevertheless filed eviction proceedings in court, the ordinance could be used as an affirmative defense in a court proceeding regarding an unlawful detainer. The ordinance will help preserve housing for tenants, and relief from loss of business during this time of emergency.

This urgency ordinance is essential to avoid unnecessary housing and commercial displacement, to mitigate the economic effects on small and medium sized businesses, and to prevent housed individuals from falling into homelessness. A temporary moratorium on evictions from residential, and commercial rental units due to a substantial loss of income because of the COVID-19 pandemic will protect tenants from losing their housing and businesses, which will thereby protect the public health, safety and welfare, and prevent transmission of COVID-19.

Staff will also work to notify landlords, businesses, and tenants about the ordinance.

If adopted, the eviction moratorium will go into effect immediately, and will apply to any rent payment due after the County Health Officer issued a shelter at home order on March 16. Because courts have been closed in response to COVID-19, no unlawful detainer could have been filed in the interim.

The eviction moratorium will last until May 31, 2020. Once the eviction moratorium ends, tenants will have to resume paying rent as due, and will have ninety (90) days to pay any back-due rent. If necessary due to changing conditions, the City Council can revisit the ordinance as necessary.

### **FISCAL IMPACT**

There is no direct fiscal impact to the City from adopting an urgency ordinance establishing a moratorium on evictions due to loss of income resulting from the

COVID-19 pandemic. The ordinance could be relied upon as an affirmative defense in a court proceeding for an unlawful detainer and may be the basis of civil litigation brought by a tenant. The City will not be enforcing the Ordinance, since it is not involved in the unlawful detainer process. Therefore, there is no staff work associated with implementing the ordinance other than providing notification to the community.

### **ATTACHMENTS**

- A. Urgency Ordinance Adopting Eviction Moratorium

AN URGENCY ORDINANCE OF THE CITY OF PINOLE  
ENACTING A TEMPORARY MORATORIUM ON EVICTIONS  
DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND  
COMMERCIAL TENANTS WHERE THE FAILURE TO PAY  
RENT IS FROM INCOME LOSS RESULTING FROM THE  
NOVEL CORONAVIRUS (COVID-19)

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19 (“COVID-19”); and

**WHEREAS**, COVID-19 is easily transmissible from person to person, and cases are spreading rapidly in a growing number of California cities and counties; and

**WHEREAS**, on January 30, 2020, the World Health Organization (“WHO”) declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, on January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation’s healthcare community in responding to COVID-19; and

**WHEREAS**, on February 25, 2020, the Centers for Disease Control and Prevention (“CDC”) announced that community spread of COVID-19 is likely to occur in the United States; and

**WHEREAS**, on March 4, 2020, the Governor of California proclaimed a state of emergency in California due to COVID-19; and

**WHEREAS**, on March 10, 2020, the Contra Costa County Board of Supervisors declared a local health emergency; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

**WHEREAS**, on March 12, 2020, Governor Gavin Newsom issued a new executive order further enhancing state and local government’s ability to respond to the COVID-19 pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States, declared a state of national emergency in response to the COVID-19 pandemic; and

**WHEREAS**, state and local health officials report that sustained human-to-human transmission of the virus is occurring; and

**WHEREAS**, on March 16, 2020, the Contra Costa Health Officer issued an order for all individual living in the County to shelter at their home, except with limited exceptions to receive or provide essential services or engage in essential activities, in order to minimize the extent of community-acquired transmission of COVID-19; and

**WHEREAS**, on March 18, 2020, due to an escalating increase in the number of COVID-19 cases in Contra Costa County and the spread of the disease in California, the City Manager, acting as Director of Emergency Services, found that the conditions related to the COVID-19 pandemic were of extreme peril to the safety of persons and property within the territorial limits of the City and thus proclaimed a local emergency pursuant to Pinole Municipal Code Chapter 2.32 and Government Code Section 8630; and

**WHEREAS**, on March 24, 2020, at a special meeting the Pinole City Council ratified the Director of Emergency Services' proclamation of a local emergency related to the COVID-19 pandemic; and

**WHEREAS**, on March 16, 2020, the Governor of California issued Executive Order N-28-20 ordering waiver of time limitations set forth in Penal Code section 396(f) concerning protections against residential evictions, and suspending any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions related to COVID-19. The order further suspended statutory causes of action for judicial foreclosure, including Code of Civil Procedure section 725a *et seq.* the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 *et seq.*, and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure; and

**WHEREAS**, on March 19, 2020, the Governor of California issued Executive Order N-33-20 ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, childcare, and construction; and

**WHEREAS**, on March 27, 2020 the Governor issued Executive Order N-37-20 which extended the time for a residential tenant to respond to an unlawful detainer, but did not preempt local jurisdictions ability to enact eviction moratoria; and

**WHEREAS**, events of all sizes across the Bay Area and in Pinole have been canceled or postponed due to the County's and State's Orders amid concerns over spread of the virus. Additionally, as a result of the County's shelter at home order and the Governor's order for individuals to stay in their place of residence, many businesses are closing or dramatically limiting their operations. These developments are likely to result in significantly increased levels of unemployment and decreased incomes for many businesses and residents of Pinole; and

**WHEREAS**, on March 31, 2020, the Contra Costa Health Officer issued an order extending and strengthening the shelter at home order through at least May 3, 2020, which means the portions of the economy will remain impacted or shut down completely for an extended period of time; and

**WHEREAS**, California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the public health, safety, and general welfare, of their citizens; and

**WHEREAS**, California Government Code Section 36937 authorizes the City Council to introduce and adopt an ordinance it declares to be necessary as an emergency measure to preserve the public peace, health, and safety at one and the same meeting if passed by at least four-fifths affirmative votes; and



**WHEREAS**, this Ordinance is a temporary moratorium intended to promote stability and fairness within the residential and commercial rental market in the City during the COVID-19 pandemic, and to prevent avoidable homelessness and evictions thereby serving the public peace, health, safety, and public welfare and to enable tenants in the City whose incomes and ability to work are affected by COVID-19 to remain in their homes; and

**WHEREAS**, displacement through eviction destabilizes the living situation of tenants and impacts the health of Pinole residents and businesses by uprooting children from schools, disrupting the social ties and networks that are integral to citizens' welfare and the stability of communities within the City; and

**WHEREAS**, displacement through eviction creates undue hardship for tenants through additional relocation costs, and during the COVID-19 pandemic outbreak, affected tenants who have lost income due to impacts on the economy or their employment may be at risk of homelessness if they are evicted for non-payment as they will have little or no income and thus be unable to secure other housing if evicted; and

**WHEREAS**, housing instability threatens the public peace, health, and safety as eviction from one's home can lead to prolonged homelessness; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced; interruption of the education of children in the home; and increased exposure to, and spreading of COVID-19, in contradiction to the Contra Costa County Health Officer and Governor's orders; and

**WHEREAS**, businesses are also affected by COVID-19 and may be unable to pay rent. If businesses are unable to pay rent, they may be evicted, which will negatively impact the local economy by laying off employees and ceasing to provide services to residents of the City, and negatively impacting local health by forcing persons out of their shelter-in-place locations to prepare for business eviction, increasing potential COVID-19 exposure, and reducing the number of retail and commercial spaces available to provide essential services, also increasing potential COVID-19 exposure as a result of less retail and commercial spaces available for residents and thus less space available for social distancing; and

**WHEREAS**, if businesses are evicted they will be unable to reopen when the COVID-19 emergency is over, which will make the economic impacts from the pandemic last longer than might otherwise have occurred; and

**WHEREAS**, the City Council finds and determines that regulating the relations between residential and commercial landlords and tenants is essential to preventing the spread of COVID-19 in the City and thereby serve the public peace, health, and safety; and

**WHEREAS**, an urgency ordinance that is effective immediately is necessary to avoid the immediate threat to public peace, health, and safety as failure to adopt this urgency ordinance could result in the avoidable displacement or exposure to COVID-19 of the City's residents and community members.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Findings** The City Council of the City of Pinole finds that all of the above Recitals are true and correct and incorporated herein by reference. The provisions of the Governor’s Executive Order N-28-20, including its recitals, are incorporated herein as if fully set forth.

**SECTION 2. Urgency Findings**

The City Council of the City of Pinole hereby finds that there is a current and immediate threat to the public health, safety and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency ordinance, which finding is based upon the facts stated in the recitals above, and in the staff report dated April 7, 2020, as well any oral and written testimony at the April 7, 2020 City Council meeting. This Ordinance and any moratorium that may be established thereunder is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. The facts constituting such urgency are all of those certain facts set forth and referenced in this Ordinance and the entirety of the record before the City Council.

**SECTION 3. Ordinance**

The City Council hereby makes the findings contained herein and hereby adopts the uncodified Ordinance to read as follows.

**COVID-19 Eviction Moratorium Ordinance**

**Section 1. Moratorium on Eviction for Nonpayment of Rent During the COVID-19 Emergency**

A. During the term of this eviction moratorium, no landlord shall endeavor to evict a residential or commercial tenant for nonpayment of rent, including but not limited to any such provision under Civil Code sections 1940 *et. seq.* or 1954.25 *et. seq.*, if the tenant demonstrates that the inability to pay rent is:

1. Due to, or arising out of a substantial decrease in household or business income or increase in household expenses (including but not limited to the circumstances described in subsections (C) and (D) or substantial out-of-pocket medical expenses; and
2. The decrease in household or business income, or out-of-pocket medical expenses, was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented in writing.

B. This eviction moratorium shall remain in effect until May 31, 2020.

C. “Substantial decrease in household income” includes but is not limited to income loss caused by COVID-19 illness or caring for a household or family member with COVID-19 illness, work closures, layoffs, job loss, a reduction in the number of compensable hours or other economic or employer impacts of COVID-19, missing work due to a minor child’s school closure, compliance with government health authority orders, or other similarly-caused reason resulting in loss of household income due to COVID-19, substantiated with written documentation or other objectively verifiable proof of same.

D. “Substantial decrease in business income” includes, but is not limited to, income loss caused by work closures, reduction in staff reporting to work, reduction in opening hours, or reduction in consumer

demand, compliance with government health authority orders, or other similarly-caused reason resulting in loss of business income due to COVID-19, substantiated with written documentation or other objectively verifiable proof of same.

E A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise seek to evict for nonpayment of rent.

F A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of tenant's inability to pay full rent due to a substantial decrease in household or business income or out-of-pocket medical expenses caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and provides documentation to support the claim. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. Documentation can include, but is not limited to:

1. Letter from employer or other source of income citing COVID-19 as a reason for reduced work hours, termination, or other substantial reduction in pay;
2. Employer paycheck stubs showing a reduction in pay following the COVID-19 outbreak;
3. Bank statements showing a reduction in income following the COVID-19 outbreak; or
4. Documentation showing payment of substantial out-of-pocket medical expenses caused by COVID-19.
5. A letter from a commercial tenant identifying the section of the County's shelter at home order that required the commercial tenant to close or reduce operations, and a statement that those operations could not continue remotely.

G Nothing in this Ordinance relieves the tenant of liability for the unpaid rent, which the landlord may seek after the expiration of this eviction moratorium, and the tenant must pay within ninety (90) days of the date of expiration of this eviction moratorium, unless a state law or order is amended or adopted providing for a longer period, in which case this subsection shall be so superseded.

H A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance, nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process, unless rent continues to remain unpaid after the expiration of the ninety (90) day period described in Section G. above.

I A Landlord is prohibited from retaliating against a tenant for exercising their rights under this ordinance.

J This Ordinance may be asserted as an affirmative defense in any unlawful detainer action or other action brought by an owner or landlord to recover possession. A tenant may bring a civil suit seeking owner or landlord compliance with any provisions of this Ordinance. Any owner or landlord found to have violated this ordinance shall be liable to the tenant for damages, costs, and reasonable attorneys' fees.

K This Ordinance is intended to apply to any rent payment due on or after March 16, 2020, the date the Contra Costa Health Officer issued an order to shelter at home.

## **Section 2. Moratorium on Judicial Foreclosures During the COVID-19 Emergency**

As provided for in Executive Order N-28-20 and consistent with the other provisions in this ordinance, the statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a *et seq.*; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 *et seq.*; and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is hereby suspended as applied to any tenancy, or residential real property and any occupation thereof, to which a limitation on eviction is imposed pursuant to this Ordinance.

## **SECTION 4. Severability**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the 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 5. Effective Date**

Following adoption by at least a four-fifths vote of the City Council, this Ordinance shall be effective immediately upon adoption pursuant to Pinole Municipal Code Section 1.08.050. The City Clerk shall certify as to the adoption of this Urgency Ordinance and shall cause it to be published within fifteen (15) days of the adoption and shall post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

PASSED AND ADOPTED on this 7th day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor Roy Swearingen

ATTEST:

\_\_\_\_\_  
Heather Iopu, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric S. Casher, City Attorney

**ORDINANCE NO. 2020-16**

**AN URGENCY ORDINANCE CONTINUING AND MODIFYING A TEMPORARY  
PROHIBITION ON EVICTIONS OF RESIDENTIAL AND CERTAIN COMMERCIAL REAL  
PROPERTY TENANTS IN CONTRA COSTA COUNTY IMPACTED BY THE COVID-19  
PANDEMIC, AND CONTINUING AND MODIFYING A MORATORIUM ON CERTAIN  
RESIDENTIAL RENT INCREASES**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Findings.**

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 ("COVID-19"), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq., and reported that as of that date, there were more than 94,000 cases of COVID-19 worldwide, resulting in more than 3,000 deaths, with 129 confirmed cases of COVID-19 in the United States, including 53 in California.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County have also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. The County Health Officer extended the order on March 31, 2020, and on April 29, 2020.
- H. On March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, which authorizes local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment is a result of the COVID-19 pandemic. The protections in Executive Order N-28-20 extend through May 31, 2020.

- I. On March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20, which prohibits landlords throughout California from evicting residential tenants for nonpayment of rent when the inability to pay is due to COVID-19, and the tenant has provided notice to the landlord and has documentation showing the nonpayment is because of the COVID-19 pandemic. The protections in Executive Order N-37-20 extend through May 31, 2020.
- J. On April 6, 2020, the Judicial Council of California adopted temporary emergency rules, effectively suspending action on or entry of default in eviction cases, and suspending judicial foreclosures, except where necessary to protect public health and safety, through 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.
- K. On May 18, 2020, the County Health Officer extended the shelter-in-place order. The order continues to restrict many activity, travel, and business functions, but in light of progress achieved in slowing the spread of COVID-19 in Contra Costa County, the order allows a limited number of additional businesses to resume operating.
- L. The COVID-19 pandemic and associated public health orders have resulted in the closure of many local small businesses, and have imposed extreme restrictions on other local small businesses.
- M. The COVID-19 pandemic and associated public health orders are expected to result in a loss of income to a widespread portion of the local population that depend on wages or business income to pay rent and result in medical expenses for certain Contra Costa County residents.
- N. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- O. Many County residents are experiencing or will experience losses of income as a result of the local emergency and shelter-in-place orders, hindering their ability to pay rent and leaving them vulnerable to eviction.
- P. Many of the County's renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- Q. Without local protection, eviction notices, including notices for failure to pay rent, are likely to surge as residents and businesses are unable to earn income due to the COVID-19 pandemic, or are forced to pay medical expenses associated with the COVID-19 pandemic.
- R. Housing displacement due to rent increases and evictions occurring during the local emergency would hinder individuals from complying with state and local directives to shelter in place, and would lead to increased spread of COVID-19, overburdening the healthcare delivery system and potentially resulting in greater loss of life.

- S. On April 21, 2020, the Board of Supervisors adopted Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of residential and commercial real property tenants in the County impacted by the COVID-19 pandemic and establishing a moratorium on certain rent increases.
- T. There is an urgent need for the County to continue a temporary prohibition on certain evictions and continue a temporary moratorium on certain residential rent increases to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic, including the need to keep residents in their homes during the time that they need to shelter-in-place.

**Section 2. Definitions.** For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Commercial real property” means any developed real property that is used as a place of business for a small business or a non-profit organization.
- (b) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (c) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (d) “Non-profit organization” means an organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code.
- (e) “Owner” means any natural person, partnership, corporate or fictitious entity, acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive rent in exchange for the use or occupancy of any residential or commercial real property for rent.
- (f) “Rent” means the financial obligation or monetary payment a tenant owes an owner for the occupancy or use of commercial or residential real property whether by written or oral agreement.
- (g) “Residential real property” means any dwelling unit that is intended or used for human habitation.
- (h) “Small business” has the meaning set forth in Government Code section 14837(d)(1)(A).
- (i) “Tenancy” means the lawful occupancy of residential or commercial real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.
- (j) “Tenant” means the lawful occupant of residential or commercial real property whether by lease, sublease, or other agreement.

### Section 3. Prohibitions on Residential and Commercial Evictions.

- (a) Through \_\_\_\_\_, 2020, an owner of residential real property or commercial real property shall not terminate a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the pandemic.

For the protections of this subsection (a) to apply, a tenant must demonstrate through documentation or other objectively verifiable means:

- (1) Loss of income from: (i) job loss; (ii) layoffs; (iii) a reduction in the number of compensable hours of work; (iv) a store, restaurant, office, or business closure; (v) a decrease in business income caused by a reduction in opening hours or consumer demand; (vi) the need to miss work to care for a homebound school-age child or a family member infected with coronavirus; or (vii) other similarly-caused loss of income, where the conditions listed in (i) through (vii) resulted from the COVID-19 pandemic or related guidance or public health orders from local, State, or federal authorities; or
- (2) Out-of-pocket medical expenses for themselves or their immediate family related to the COVID-19 pandemic.

“Adequate documentation” of lost income or out-of-pocket medical expenses from the COVID-19 pandemic includes but is not limited to a declaration signed by the tenant under penalty of perjury, letters from employers citing the COVID-19 pandemic or related government action as the basis for termination of employment or reduced work, employer paycheck stubs, bank statements, or letters or notifications from schools in which the tenant has a dependent enrolled regarding COVID-19-related closures that affected the tenant’s income.

The tenant must notify the owner in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 14 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.

- (b) Through \_\_\_\_\_, 2020, an owner of residential real property or commercial real property shall not terminate a tenancy for any no fault cause for eviction.
- (c) Through \_\_\_\_\_, 2020, an owner of residential real property shall not terminate a tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the occupant is a member of the tenant’s immediate family living in the dwelling unit as a result of the COVID-19 pandemic.
- (d) Notwithstanding the foregoing, nothing in this section limits an owner’s ability to terminate a tenancy for any of the following reasons:



- (1) The termination is necessary to protect the owner's health or safety or any other tenant's health or safety.
- (2) The termination is necessary where the owner or a member of the owner's immediate family intends to occupy the residential real property.
- (3) The termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq.

#### **Section 4. Notices of Termination of Tenancy.**

- (a) An owner's failure to comply with this ordinance shall render any notice of termination of tenancy, where the termination would be in violation of this ordinance, void. Any notice of termination served on a tenant during the COVID-19 pandemic must contain the reason for the termination of the tenancy. Any notice of termination served on a tenant during the COVID-19 pandemic must also include a notice of the tenant's rights under this ordinance and a notice of emergency rental assistance programs. The owner shall provide these notices to the tenant on a form approved by the Contra Costa County Employment and Human Services Department.
- (b) A tenant eligible for protection under this ordinance must provide written notice of that eligibility to the owner within 14 days after receiving a notice of termination of tenancy from the owner.

**Section 5. Late Fees.** Through \_\_\_\_\_, 2020, an owner may not charge or collect a late fee for unpaid rent due from a tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance.

#### **Section 6. Grace Period.**

- (a) Except as otherwise provided in subsection (b) of this section, a tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance or as required under Ordinance No. 2020-14 shall pay all past due rent no later than \_\_\_\_\_, 2020, unless the owner agrees to a longer repayment period.
- (b) If a tenant at a place of business did not pay rent in April 2020 or May 2020 pursuant to Ordinance No. 2020-14, and the place of business is not a small business or non-profit organization, then the tenant shall pay all past due rent for those months no later than \_\_\_\_\_, 2020, unless the owner agrees to a longer repayment period.
- (c) This ordinance does not relieve a tenant of the obligation to pay rent and does not restrict an owner's ability to recover rent due, and shall not prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner.

#### **Section 7. Moratorium on Residential Rent Increases.**

- (a) An owner may not increase rent on a residential real property through \_\_\_\_\_, 2020.

- (b) A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 or Civil Code section 1954.50 et seq. is exempt from this section.
- (c) This section does not apply to a residential real property where one or more scheduled rent increases occur pursuant to a written rental agreement that was entered into before March 16, 2020.
- (d) This section does not apply when a unit becomes vacant and the owner sets the initial rent for a new tenancy.

**Section 8. Remedies.**

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.
- (b) If an owner attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the owner acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

**Section 9. Supersedes.** This ordinance supersedes Ordinance No. 2020-14. This ordinance applies to eviction notices, and unlawful detainer actions based on those notices, served or filed on or after May 26, 2020, except to the extent a tenant has surrendered possession of its premises, or an unlawful detainer lawsuit was finally adjudicated before March 16, 2020. Except as otherwise provide in Section 6(a) of this ordinance, Ordinance No. 2020-14 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between March 16, 2020, and May 25, 2020.

**Section 10. Applicability.** Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

**Section 11. Severability.** If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or

application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

**Section 12. Declaration of Urgency.** This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance's adoption are set forth in Section 1.

**Section 13. Effective Date.** This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. This ordinance shall expire and be repealed as of \_\_\_\_\_, 2020, unless shortened or extended by the Board of Supervisors based on the existence of a local emergency.

**Section 14. Publication.** Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON May 26, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:     DAVID J. TWA,  
                 Clerk of the Board of Supervisors  
                 and County Administrator

\_\_\_\_\_  
Board Chair

By:

\_\_\_\_\_  
Deputy

[SEAL]

TLG:

H:\2020\Covid 19\evictions\urgency ordinance continuing eviction moratorium - draft2.docx



## **CITY COUNCIL REPORT**

**10A**

**DATE: JUNE 2, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: DISCUSSION AND DIRECTION REGARDING THE POTENTIAL  
ACQUISITION OF 1261 ADOBE ROAD**

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### **RECOMMENDATION**

Staff recommends that the City Council discuss and provide staff with direction regarding the potential acquisition of the property located at 1261 Adobe Road, currently owned by the Hurn family.

### **BACKGROUND**

In March 2017, a member of the Hurn family reached out to the City of Pinole inquiring as to the City's future plans for Fire Station 74 and Pinole Valley Park. The family then inquired if the City was interested in purchasing their property, located at 1261 Adobe Road, which is located between Fire Station 74 and Pinole Valley Park. The property is approximately 2.05 acres with two houses.

On April 18, 2017, during a closed session discussion with the Council, staff was directed to work with the property owner to negotiate the purchase of the property. While no funding source for the purchase of the property was designated, staff was prepared to discuss options including payments over a period of years with a final balloon payment. After several meetings, the Hurns requested that further discussion be deferred until a later time.

### **REVIEW AND ANALYSIS**

At the May 5, 2020 City Council meeting, the City Council agreed to place an item on a future agenda to discuss the purchase of the Hurn property for redevelopment into park space. In preparation for the discussion, staff contacted the Hurn family to inquire about the family's interest in selling the property. The owners expressed interest in selling the property to the City. However, they also stated that they would likely list the property for sale to any interested party in the coming weeks.

Staff has researched whether any State or federal funds are available to the City to support the purchase of the property for a park use. Staff does not believe that there are any State or federal funds currently available for this purpose. Furthermore, the City does not currently have a long-term financial plan, capital asset management plan, or parks and recreation master plan, which would all provide useful guidance regarding desirability of acquiring the subject property for a park use and the City's ability to pay for this. Staff expects to complete a long-term financial plan and capital asset management plan in the coming fiscal year, as part of the implementation of the recently adopted Strategic Plan.

### **FISCAL IMPACT**

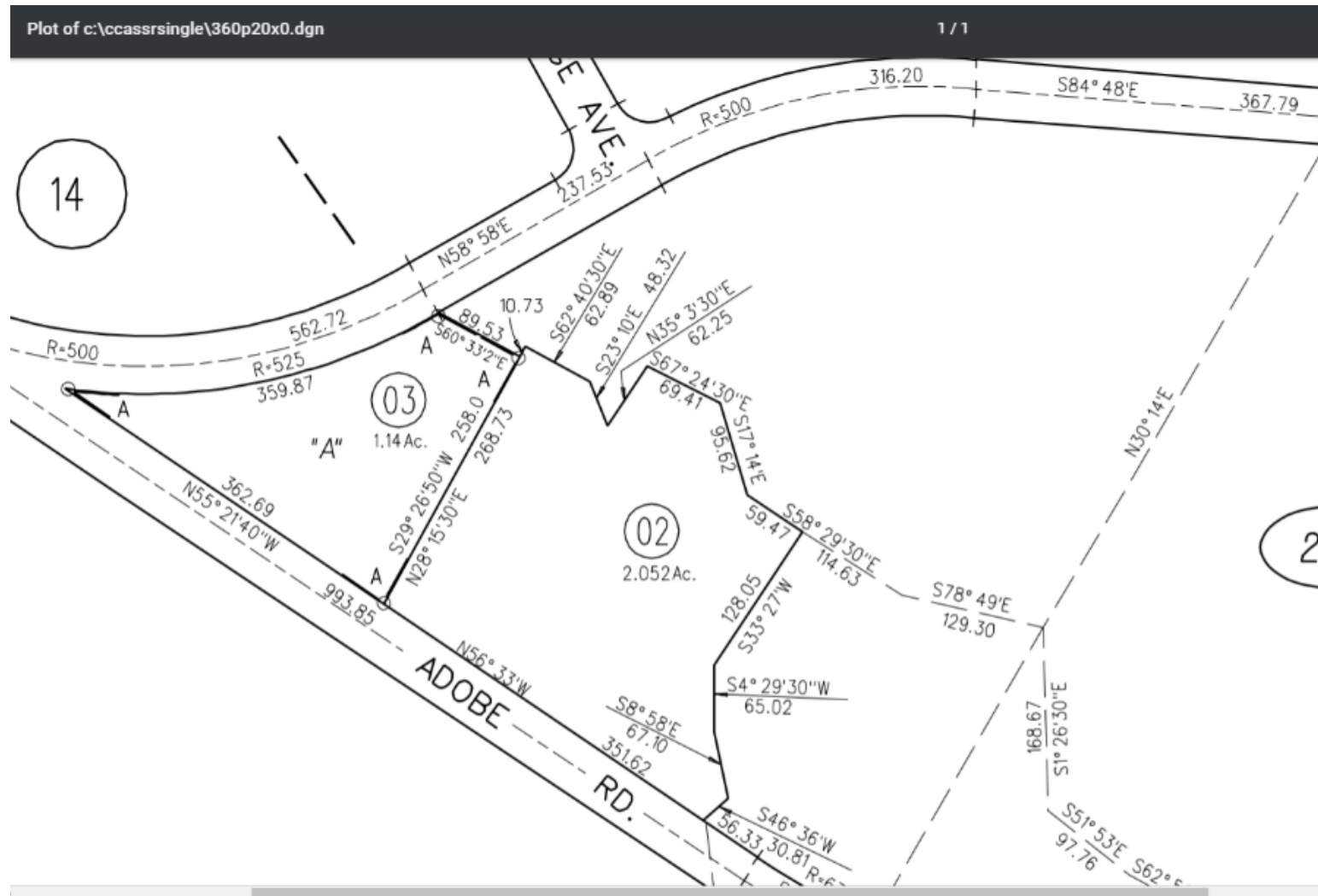
There is no fiscal impact to discussing this item and providing direction to staff.

### **ATTACHMENTS**

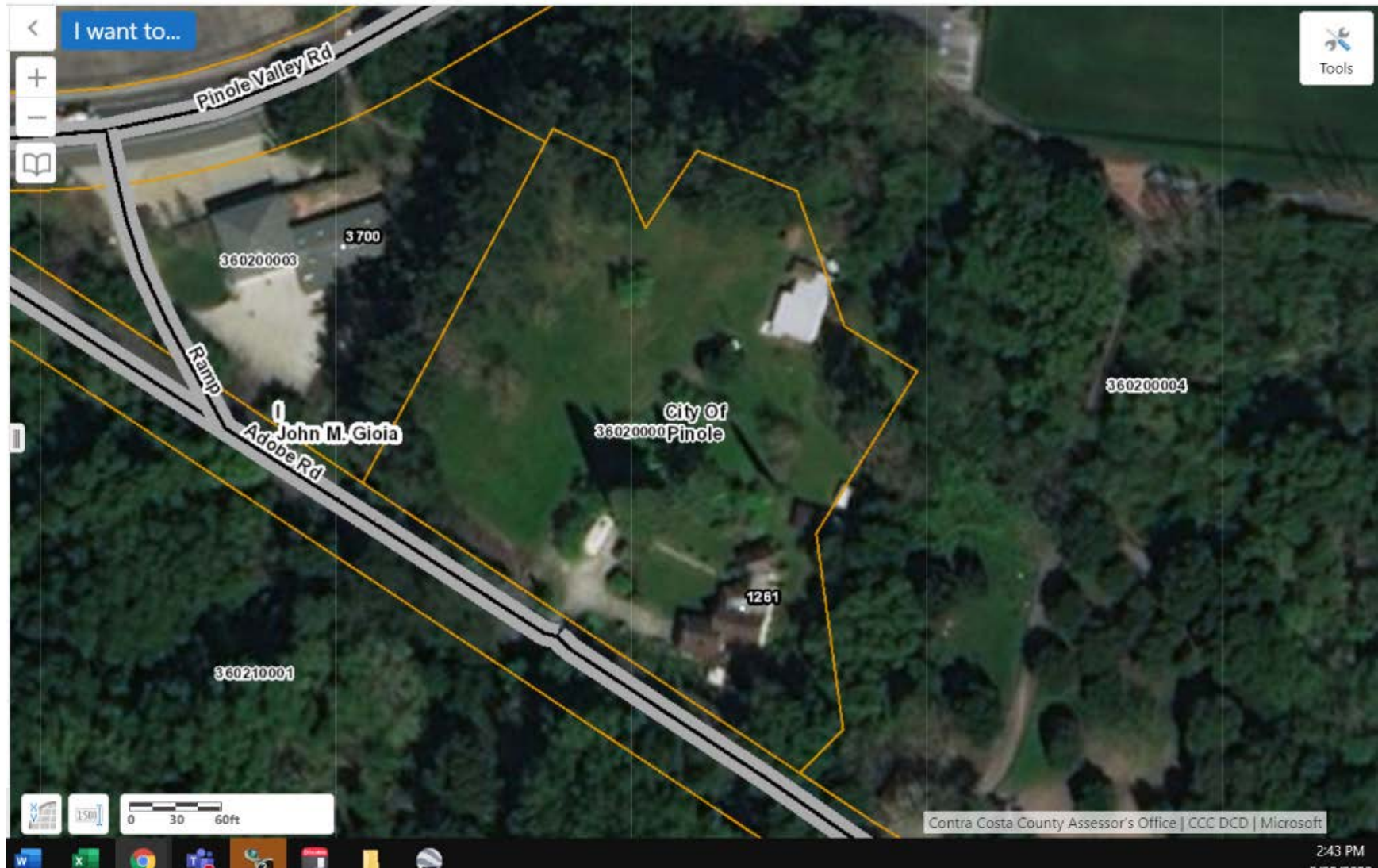
A      Site Map

# 1261 Adobe Rd Site Map

ATTACHMENT A



# 1261 Adobe Rd Site Map







## **CITY COUNCIL REPORT**

**10B**

**DATE: JUNE 2, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: ERIC CASHER, CITY ATTORNEY  
BY: ALEX MOG, ASSISTANT CITY ATTORNEY**

**SUBJECT: URGENCY ORDINANCE OF THE CITY OF PINOLE AUTHORIZING  
THE ZONING ADMINISTRATOR TO ISSUE TEMPORARY USE  
PERMITS AND WAIVE REQUIREMENTS OF TITLE 17 OF THE  
PINOLE MUNICIPAL CODE TO FACILITATE BUSINESS  
OPERATIONS IMPACTED BY NOVEL CORONAVIRUS (COVID-19)**

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### **RECOMMENDATION**

Staff recommends that the City Council adopt an urgency ordinance authorizing the Zoning Administrator to issue temporary use permits and waive requirements of Title 17 of the Pinole Municipal Code to facilitate business operations impacted by Novel Coronavirus (COVID-19).

### **BACKGROUND**

National, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease named COVID-19. COVID-19 is easily transmissible from person to person, and community spread of the diseases has occurred throughout the United States and California, including in Contra Costa County. Due to the threat posed by COVID-19, the Governor and the Contra Costa County Health Officer both declared public health emergencies. The City Manager proclaimed a local emergency on March 18, 2020, and that declaration has been continuously affirmed and extended by the City Council.

The Contra Costa Health Officer previously issued a legal order directing all residents of the County to shelter at home beginning March 17, 2020. The order limited activity, travel, and business functions to only the most essential needs. That order has been repeatedly extended in Contra Costa County, although some restrictions have been lifted. For example, the Contra Costa Health Officer issued a health order allowing certain businesses to partially resume operations with certain safety precautions, such as retail stores for curbside or storefront pickup only.

The State Public Health Officer has articulated a four-stage framework to allow for gradually resuming various activities while continuing to preserve public health. On May 4, 2020, the Governor of California issued Executive Order N-60-20 ordering all



individuals within the State of California to comply with the State Public Health Officer's framework unless stricter local regulations exist.

Stage 2 of the State Public Health Officer's roadmap for reopening is split into an earlier stage and later stage 2 ("Stage 2B"). During Stage 2B, dine-in restaurants and in-person retail shopping are allowed to occur, with certain safety precautions. During Stage 3 of the State Public Health Officer's roadmap for reopening personal services such as hair and nail salons, gyms and fitness studios, as well as hospitality services will be allowed to operate. The reopening process will be gradual and not occur uniformly throughout the state.

It is anticipated that in the coming weeks or months the Contra Costa County Health Officer will issue health orders allowing additional business to resume operations in a manner similar to Stage 2b and Stage 3 of the State Public Health Officer's roadmap for reopening. It is currently unknown what specific restrictions will be placed on businesses allowed to reopen in the future, but these businesses will undoubtedly be subject to health and safety guidelines to minimize the risk of spread of COVID-19. Examples of potential restrictions include increased physical distance between tables, required use of face coverings by staff, frequent cleaning of high touch surfaces, suspended use of shared food items such as condiment bottles and reusable menus, and similar restrictions.

During this time of shelter in place and other social distancing, many businesses are experiencing substantial declines in business income as a result of business closures or the loss of hours, which threatens businesses ability to pay rent, maintain payroll, and continue operating. On May 19, 2020, the City Council directed staff to consider options to help businesses operate once they are allowed to reopen under applicable health orders, and report back to the Council on June 2<sup>nd</sup>. In order to facilitate action by the City Council, the City Attorney's Office has prepared a draft urgency ordinance for its consideration allowing the Zoning Administrator to waive requirements of the Zoning Code to facilitate business operations impacted by COVID-19 and related health orders.

## **DISCUSSION**

As shelter in place orders are lifted, it is expected that certain businesses, especially restaurants and retail businesses, will continue to be affected by social distancing requirements and similar health orders. These restrictions will impact the businesses' ability to operate in the same manner as they did prior to the beginning on the COVID-19 pandemic. For example, the State Department of Public Health's guidelines for restaurants specifically recommend prioritizing outdoor seating and curbside pickup to minimize cross flow of customers in enclosed environments, and guidelines for other industries contain similar recommendations and requirements.

The Pinole Zoning Code, Title 17 of the Municipal Code, contains various regulations that may hinder the ability of businesses to successfully operate while also complying with health orders. For example, Municipal Code Chapter 17.68

restricts outdoor sales, displays and seating. Permanent outdoor activities generally require a conditional use permit, while temporary outdoor uses generally require a temporary use permit. Temporary use permits can generally only authorize outdoor activities for a total of ninety (90) days in a single calendar year. Furthermore, the issuance of a use permit or temporary use permit currently requires compliance with certain procedures, which can be time consuming and delay the issuance of a permit. Complying with these procedures could be a significant burden on businesses facing significant economic impacts from COVID-19.

Local businesses are a critical part of Pinole's economy and community, and staff has explored ways to help facilitate the continued operation of businesses impacted by COVID-19. A number of cities across the Bay Area, including many of the cities in Contra Costa County, have adopted policies or ordinances allowing staff to administratively issue permits for allowing outdoor seating or other adjustments to normal business operations. Cities that are considering or have adopted such policies include Concord, Danville, Lafayette, Pleasant Hill, San Ramon, Walnut Creek and others. Some cities are broadly authorizing staff to waive any applicable requirement of the Zoning Code, while other cities are providing narrow authorization.

The most common action cities have taken, and business have requested, is to more easily allow outdoor seating and outdoor merchandise displays. Outdoor seating is possible in a number of different ways. Businesses with outdoor space can accommodate seating in those private areas. Businesses may be able to locate tables or merchandise on the sidewalk in front of their property. Additionally, businesses with off-street parking spaces may be able to use those areas for seating rather than parking. Similarly, the City can evaluate whether it is appropriate to temporarily close City owned parking lots for use by neighboring businesses for outdoor seating or related activities.

Unfortunately, not every business will be able to provide outdoor seating. While some businesses have private space that can be used for that purpose, many do not. Similarly, the sidewalk adjacent to some businesses is wide enough to accommodate outdoor seating, while in some locations the sidewalk is too narrow. Any use of the sidewalk or any other publically owned property will require the applicant to receive an encroachment permit from the City, and obtain and maintain appropriate insurance. Use of the sidewalk or other publically owned property cannot be authorized if such operations will interfere with the ADA accessible path of travel or cause other safety hazards.

The proposed urgency ordinance broadly authorizes the Zoning Administrator to issue a temporary use permit and temporarily waive any requirement of the zoning code in order to facilitate business operations impacted by COVID-19 and applicable health orders. This broad temporary authority will enable the City to also assist businesses that might not benefit from more flexible policies for outdoor seating. For example, a business without space for outdoor seating could request a temporary no parking zone in front of the business to enable the business to provide curb-side

pick-up. Because staff is not able to anticipate every possible request a business may make, the urgency ordinance is broad so that the Zoning Administrator can evaluate and accommodate all requests on a case by case basis. While the Zoning Administrator will have the authority to waive requirements of the Zoning Code, the City does not have the ability to waive any state law or applicable health orders, including both COVID-19 specific orders and health regulations generally applicable to food service providers.

Importantly, this broad authority is not intended to suggest that Zoning Administrator will waive any zoning requirement requested by a business. Each request will be evaluated individually based on the specific location of the business. The Zoning Administrator may be able to waive a specific requirement for some businesses, but not other businesses based on different circumstances. For example, outdoor seating may be allowed for a business with a back patio in a commercial area, but not allowed for a business with a back patio directly adjacent to residential properties (or might only be allowed during limited hours). Additionally, the City cannot allow sidewalk seating under any circumstances if it will interfere with required ADA accessible paths of travel.

The temporary use permits authorized by the proposed urgency ordinance will allow businesses to obtain temporary use permits to engage in certain activities without following the normal procedures required to obtain such a permit. These special temporary use permits would not be issued to authorize wholly new uses, but rather only to facilitate the continued operation of existing uses in compliance with applicable health orders. Under the proposed urgency ordinance, a temporary use permit will be valid for up to ninety (90) days, but may be extended if the permit remains necessary to facilitate business operations affected by public-health orders of the federal, state, or county. Given the uncertainty regarding future health orders, we do not currently know if the urgency ordinance will still be necessary in three (3) months.

The standard fee for to apply for a temporary use permit of similar permit ranges from \$244 to \$731 depending on the exact permit required. In order to support economic activity in the City during this critical time, the proposed urgency ordinance will waive application fees for temporary use permits and encroachment permits issued pursuant to the urgency ordinance. Regular fees will continue to apply for other permit applications. Consistent with current requirements of the Zoning Code, no notice will be required for the issuance of a temporary use permit under the urgency ordinance.

All special temporary use permits will contain appropriate conditions in order to preserve the public health, safety, and welfare, such as conditions regarding hours of operation for outdoor seating. The City can revoke the temporary use permit of any business that fails to comply with the applicable conditions. The City Council can provide direction to staff regarding any conditions that should be incorporated into temporary use permits and related considerations.

If adopted by a four-fifths (4/5) vote of the City Council, the proposed urgency ordinance will go into effect immediately.

### **FISCAL IMPACT**

The issuance of temporary use permits pursuant to the urgency ordinance will potentially involve significant staff time to review and grant. If no application fee is charged, those costs will be borne by the City. The exact amount of any program is unknown and will depend on demand from the local business community. It is possible that zoning waivers could result in increased economic activity, and ultimately increased sales tax revenues for the City, but the amount of any potential revenue is unknown.

### **ATTACHMENTS**

- A. Ordinance

**AN URGENCY ORDINANCE OF THE CITY OF PINOLE  
AUTHORIZING THE ZONING ADMINISTRATOR TO  
WAIVE REQUIREMENTS OF TITLE 17 OF THE PINOLE  
MUNICIPAL CODE TO FACILITATE BUSINESS  
OPERATIONS IMPACTED BY NOVEL CORONAVIRUS  
(COVID-19)**

**WHEREAS**, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease named “coronavirus disease 2019” (“COVID-19”); and

**WHEREAS**, COVID-19 is easily transmissible from person to person, and community spread of the diseases has occurred throughout the United States and California, including in Contra Costa County; and

**WHEREAS**, on January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation’s healthcare community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of California proclaimed a state of emergency regarding COVID-19; and

**WHEREAS**, on March 10, 2020, the Contra Costa County Board of Supervisors declared a local health emergency; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national state of emergency in response to the spread of COVID-19 within the United States of America; 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 COVID-19 on March 18; and

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

**WHEREAS**, on March 16, 2020, the Contra Costa County Health Officer, along with six other health officers within six Bay Area counties, took a unified step to slow the spread of COVID-19 and preserve critical health care capacity across the region by issuing a legal order directing their respective residents to shelter at home beginning March 17, 2020. The order in Contra Costa County limited activity, travel, and business functions to only the most essential needs. The guidance comes after substantial input from the CDC and best practices from other health officials around the world; and

**WHEREAS**, on March 19, 2020, the Governor of California issued Executive Order N-33-20 ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, childcare, and construction; and

## ATTACHMENT A

**WHEREAS**, the Pinole City Council has repeatedly adopted resolutions confirming the continued existence of local emergency due to COVID-19, most recently on June 2, 2020; and

**WHEREAS**, the Contra County Health Officer has issued multiple orders extending the shelter in place order; and

**WHEREAS**, the State Public Health Officer has articulated a four-stage framework to allow for gradually resuming various activities while continuing to preserve public health; and

**WHEREAS**, On May 4, 2020, the Governor of California issued Executive Order N-60-20 ordering all individuals within the State of California to comply with the State Public Health Officer's framework unless stricter local regulations exists; and

**WHEREAS**, on May 18, 2020 the Contra Costa County Health Officer issued a health order allowing certain businesses to partially resume operations with certain safety precautions, such as retail stores for curbside or storefront pickup only; and

**WHEREAS**, stage 2 of the State Public Health Officer's roadmap for reopening is split into an earlier and later stage 2 ("Stage 2b"); and

**WHEREAS**, during Stage 2b, dine in restaurants and in-person retail shopping are allowed to occur, with certain safety precautions; and

**WHEREAS**, during Stage 3 of the State Public Health Officer's roadmap for reopening personal services such as hair and nail salons, gyms and fitness studios, as well as hospitality services will be allowed to operate; and

**WHEREAS**, it is anticipated that in the coming weeks or months the Contra Costa County Health Officer will issue health orders allowing additional business to resume operations in a manner similar to Stage 2b and Stage 3 of the State Public Health Officer's roadmap for reopening; and

**WHEREAS**, business allowed to reopen will be subject to health and safety guidelines to minimize the risk of spread of COVID-19, such as increased physical distance between tables, required use of face coverings by staff, frequent cleaning of high touch surfaces, suspended use of shared food items such as condiment bottles and reusable menus, and similar restrictions; and

**WHEREAS**, the State Department of Public Health's guidelines for restaurants specifically recommend prioritizing outdoor seating and curbside pickup to minimize cross flow of customers in enclosed environments, and guidelines for other industries contain similar recommendations and requirements; and

**WHEREAS**, during this time of shelter in place and other social distancing, many businesses are experiencing substantial declines in business income as a result of business closures or the loss of hours, which threatens businesses ability to pay rent, maintain payroll, and continue operating; and

**WHEREAS**, many businesses may face layoffs or permanent closure as a result of the pandemic; and

**WHEREAS**, even as certain shelter in place restrictions begin to ease, many local businesses will continue to be affected by social distancing requirements; and

**WHEREAS**, businesses are an integral part of the economy and community of Pinole; and

**WHEREAS**, local businesses are a significant source of jobs, tax revenue and essential services for the community; and

**WHEREAS**, business closures will negatively impact the local economy by laying off employees and ceasing to provide services to residents of the City, and negatively impact local health by reducing the number of retail and commercial spaces available to provide essential services while maintaining social distancing, and will decrease tax revenues available to the City to respond to COVID-19 and other public health and safety concerns; and

**WHEREAS**, the Zoning Code contains various requirements regarding for outdoor seating, outdoor display of merchandise, off-street parking, and similar restriction; and

**WHEREAS**, to assist businesses that are experiencing, and will continue to experience, severe negative economic impacts due to the COVID-19 pandemic, the City desires to authorize the Zoning Administrator to approve temporary waivers from the strict application of the Zoning Code to facilitate a return to business operations; and

**WHEREAS**, California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the public health, safety, and general welfare, of their citizens; and

**WHEREAS**, California Government Code Section 36937 authorizes the City Council to introduce and adopt an ordinance it declares to be necessary as an urgency measure to preserve the public peace, health, and safety at one and the same meeting if passed by at least four-fifths affirmative votes; and

**WHEREAS**, COVID-19 and the public health orders designed to reduce the virus's spread have had a significant impact on the economy of the City, requiring the closure of numerous business, and this Urgency Ordinance will facilitate the prompt reopening of businesses impacted by COVID-19 consistent with anticipated public health orders thereby minimizing negative economic impacts; and

**WHEREAS**, the Urgency Ordinance is designed to reduce and slow the transmission of COVID-19 by facilitating required social distancing between and among patrons and employees; and

**WHEREAS**, the Urgency Ordinance is designed to promote economic business stability and prevent business closures during the COVID-19 pandemic by streamlining the process for a business to obtain a waiver of Zoning Code requirements to enable business operations in a manner that complies with social distancing orders and protocols, thereby serving the public peace, health, safety, and public welfare; and

**WHEREAS**, the City Council finds and determines that allowing the Zoning Administrator to waive certain requirement of the Zoning Code to facilitate business operations impacted by COVID-19 in

compliance with applicable health orders is essential to support economic development, prevent layoffs, and maintain tax revenue in the City and thereby serve the public peace, health, and safety; and

**WHEREAS**, an urgency ordinance that is effective immediately is necessary to avoid the immediate threat to public peace, health, and safety as failure to adopt this urgency ordinance could result in the avoidable closure of local businesses.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Findings** The City Council of the City of Pinole finds that all of the above Recitals are true and correct and incorporated herein by reference. The provisions of the Governor’s “resilience roadmap for state reopening” as published on the State of California’s official COVID-19 website, [www.covid.ca.gov](http://www.covid.ca.gov), are incorporated herein as if fully set forth.

### **SECTION 2. Urgency Findings**

The City Council of the City of Pinole hereby finds that there is a current and immediate threat to the public health, safety and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency ordinance, which finding is based upon the facts stated in the recitals above, and in the staff report dated June 2, 2020, as well as oral and written testimony at the June 2, 2020 City Council meeting. This Ordinance is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. The facts constituting such urgency are all of those certain facts set forth and referenced in this Ordinance and the entirety of the record before the City Council.

### **SECTION 3. Ordinance**

The City Council hereby makes the findings contained herein and hereby adopts the uncodified Ordinance to read as follows:

## **ORDINANCE AUTHORIZING THE ZONING ADMINISTRATOR TO WAIVE REQUIREMENTS OF TITLE 17 OF THE ZONING CODE DUE TO COVID 19.**

### **Section 1. Authority of Zoning Administrator**

The Zoning Administrator shall have the authority to issue a temporary use permit waiving any requirements and/or standards of Title 17, Zoning, of the Pinole Municipal Code to facilitate business operations affected by public-health orders of the federal, state, or county government designed to slow the transmission of the Novel Coronavirus (COVID-19). Temporary use permits issued pursuant to this Ordinance shall not be subject to the requirements of Municipal Code section 17.12.070. The Zoning Administrator may condition the issuance of a temporary use permit on compliance with any conditions he or she determines appropriate. Failure to comply with such conditions may result in the revocation of the temporary use permit.

Without limiting the foregoing, temporary use permits may waive requirements related to outdoor seating, outdoor merchandise displays, required off-street parking, signage and similar restrictions,



including conditions contained in existing permits. Temporary use permits shall not be issued pursuant to this Ordinance to authorize wholly new businesses, but rather only to facilitate the continued operation of existing uses in compliance with applicable health orders.

## **Section 2. Duration of Temporary Use Permit**

A temporary use permit issued by the Zoning Administrator pursuant to this Ordinance shall last for no longer than ninety (90) days, except that the temporary use permit may be extended by the Zoning Administrator if the Zoning Administrator determines, in his or her sole discretion, that such waiver remains necessary to facilitate business operations affected by public-health orders of the federal, state, or county.

## **Section 3. Procedures**

An individual or entity seeking a temporary use permit must submit an application on a form designated by the Zoning Administrator, along with any other documentation or information required by the Zoning Administrator. No public hearings or notices are required prior to the issuance of a Temporary Use Permit. There shall be no fee for the submittal of an application for a Temporary Use Permit pursuant to this Ordinance.

## **Section 4. Use of Right-of-Way**

Any individual or entity seeking to use the sidewalk or other public property for their business operations must obtain an encroachment permit from the City, and must obtain and maintain appropriate insurance as required by the City. There shall be no fee for the submittal of an application for an Encroachment Permit pursuant to this Ordinance. Business operations shall not be permitted on the sidewalk or other public property if such operations will interfere with the ADA accessible path of travel or cause other safety hazards.

## **Section 5. Termination**

The ordinance shall take effect immediately and shall remain in effect until the expiration of the declaration of local emergency by the Pinole City Council.

## **SECTION 4. Severability**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the 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 5. Effective Date**

Following adoption by at least a four-fifths vote of the City Council, this Ordinance shall be effective immediately upon adoption pursuant to Government Code section 36937. The City Clerk shall certify as

**ATTACHMENT A**

to the adoption of this Urgency Ordinance and shall cause it to be published within fifteen (15) days of the adoption and shall post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 2<sup>nd</sup> day of June 2020, by the following vote:

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

\_\_\_\_\_  
Roy Swearingen, Mayor

ATTEST:

\_\_\_\_\_  
Heather Iopu, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric S. Casher, City Attorney

3531204.1