



ADMINISTRATIVE REPORT

DATE: JULY 24, 2015

TO: MAYOR AND CITY COUNCIL
BEN REYES, CITY ATTORNEY

FROM: BELINDA B. ESPINOSA, CITY MANAGER

PLACES TO BE

- **AUGUST 4 – NATIONAL NIGHT OUT**

Be sure to mark your calendars for the annual National Night Out scheduled for Tuesday, August 4. For more information please call one of the Police Department's Crime Prevention Officers – John Palmi (724-8961) or Jennifer Witschi (741-3892). Please see attached sign-up form for neighborhood groups wanting to participate. The City Council will not be meeting that night in order to participate in the event.

This is a partial list of the event locations

Gerz Court	6-8 PM
980 Barkley Court	6-8 PM
602 Major Vista Court	6-9 PM
1251 Marionola Way	7-9 PM
2467 Colusa Street	7-10 PM
1778 Canyon Drive	6:30-8:45 PM
East Bluff Apartments /1813 Marlesta Court	5-8 PM

- **AUGUST 8 & 9 - AMERICAN CANCER SOCIETY RELAY FOR LIFE IN PINOLE**

Cancer survivors, caregivers, volunteers, and teams of walkers from schools, companies, places of worship and more will come together for the annual American Cancer Society Relay for Life in Pinole on Saturday, August 8. The overnight event will take place in Fernandez Park located at 595 Tennent Avenue in Pinole beginning at 10 AM on Saturday with the opening ceremony and a celebratory cancer survivors lap.

A touching Luminaria Ceremony includes placing candles around the perimeter of the field that are lit in honor and memory of locals who have battled cancer. The event will begin at approximately 9 pm on August 8.

The Relay for Life movement unites communities across the globe to celebrate people who have battled cancer, remember loved ones lost and takes action to finish the fight once and for all. Relay for Life events are community events where teams and individuals camp out at a school, park, or fairground and take turns walking or running around a track or path. Each team has at least one participant on the track at all times raising funds for the American Cancer Society. The event concludes on Sunday morning.

For more information contact Event Coordinator, Jamie Vanek at Jamie-vanek@yahoo.com

- **AUGUST 29 – RICHMOND-PINOLE LIONS 50'S DANCE PARTY**

Gals, put on those poodle skirts! And guys don those white T-shirts, leather jackets and jeans to dance the night away! The Richmond-Pinole Lions are presenting a fundraiser 50's Dance Party with Car Hop Food! The party is August 29th at the Sportsman's Club, 201 Pinon Avenue, Pinole. See the attached flyer at the end of this report for more information.

- **SEPTEMBER 12 - PINOLE AREA SENIOR FOUNDATION ANNUAL TRI TIP DINNER**

Tickets are now on sale for the Pinole Area Senior Foundation's (PASF) Annual Tri Tip Dinner Fundraiser! PASF is a local nonprofit organization and major supporter of the Pinole Senior Center. In addition to supporting programs like Lunch for the Homebound (seniors who are not able to get out on their own) and Friday Bingo, PASF donates thousands of dollars to the Senior Center annually.

This year's Tri Tip Dinner Fundraiser will be held at the Pinole Senior Center on Saturday, September 12 at 5:00 pm. Tickets are \$18 each and can be purchased at the Senior Center's front desk. Kinder's will be providing the meat which will be served with salad, vegetables, bread and dessert. There will also be a no-host bar and great raffle prizes. See the flyer attached for more details.

ITEMS OF INTEREST

NEW THIS WEEK....

- **ANIMAL CONTROL REPORT FOR MONTH OF JUNE 2015**

Attached, please find the June 2015 Animal Control Report from Contra Costa County Animal Control. The City of Pinole contracts with the County for these services.

- **NEW FINANCE DIRECTOR HIRED**

After an open recruitment, the City has selected and offered the position of Finance Director to Andrea Miller. Andrea Miller is currently the Assistant Finance Director for the City of Pleasanton. Ms. Miller has many years of experience in local government and started her career in the City of Richmond. Ms. Miller will commence her employment with the City of Pinole on Monday, August 3.

During her first two weeks with the City, Ms. Miller will be working directly with our Interim Finance Director Sandra Sato. There is a lot to learn and a two week transition will allow Ms. Sato to assist her in learning our process and procedures.

- **VERIZON SETTLEMENT AGREEMENT**

The City of Pinole enters into Settlement Agreement with Verizon Wireless, LLC on July 22, 2015. The City of Pinole recently entered into a Settlement Agreement with GTE Mobilnet, LP doing business as Verizon Wireless, LLC, ("Verizon") to resolve the dispute centered around the wireless facility originally sited for Pinole Valley Park.

The Settlement Agreement (attached) allows the City and Verizon to terminate the lease and the allow the permit for the existing project to expire. This means that Verizon will no longer build a wireless facility in Pinole Valley Park.

The Settlement Agreement contemplates that Verizon will be pursuing an application for a replacement facility on private property. The City will process the application for the replacement facility in accordance with all applicable laws. The Planning Commission will review the replacement project application and schedule a public hearing in accordance with its usual procedures. Since the replacement project will be sited on private property, the City considers this transaction to be one between private parties. As with all wireless telecommunications facilities, the City's regulatory discretion is preempted by the Federal Telecommunications Act of 1996. As such, the City's may only regulate the aesthetics of the project and its proximity to the nearest residence. The City does not have the legal jurisdiction to regulate any wireless telecommunications facility on the basis of electromagnetic frequency emissions or health related reasons.

The Settlement Agreement also contemplates that the City and Verizon will enter into good faith negotiations to resolve any damage claims that remain after the replacement facility is built.

The Council directed the City Attorney to accept these terms in closed session on June 2, 2015. The vote to provide direction on the settlement terms was 4-1, with Councilmember Green voting "no." The action was not reportable because the final settlement agreement was still being negotiated. Now that the terms have been finalized and the document

executed, the settlement agreement is a public record. In the interest of transparency and good government, my office is disclosing the Settlement Agreement.

- **REFUNDING OF FORMER REDEVELOPMENT AGENCY BONDS**

On Friday July 17, 2015, the Successor Agency received a letter from the Department of Finance approving the Agency's request to refund approximately \$28 million of Agency outstanding bonds.

Staff and the Agency consultants are working on obtaining commitments from institutions which will purchase the refunding bonds through a private placement or public offering. Through the refunding process, the Agency will obtain a lower interest rate and fund the required debt service reserve through a surety bond. This will result in approximately \$2-3 million dollars, over the next eight (8) years, going back to the taxing agencies (rather than the investors) of which the City's General Fund will receive 18.8% or \$376,000 to \$564,000.

- **CCC CLERK RECORDER HAS EXTENDED SUMMER HOURS**

The Contra Costa County Clerk/Recorder Office is offering extended summer hours - Thursdays 8 am to 8 pm, from August 6 to September 30. This office issues birth, death, and marriage certificates, as well as performing marriage ceremonies by appointment. There will be no document recording after 4 p.m. A flyer is attached to the end of this report.

- **STATUS ON THE AGENCY'S LONG RANGE PROPERTY MANAGEMENT PLAN**

For the past three weeks, staff has been diligently gathering information and responding to requests by the State Department of Finance on the Agency's Long Range Property Management Plan. Information requested included copies of deeds, documents reflecting project consistency with the General Plan and Redevelopment Agency's Implementation Plan, Resolutions, capital asset lists, and other items.

Staff has provided the information to the State within days of their requests. Once the State reviewer has completed his review, the information will be forwarded to his supervisor for review. At that time, additional information may be requested. If the supervisor has no questions, the Agency's Plan will be submitted to the State Management team for final administrative review. Staff does not currently have an estimate of how long this process will take to complete.

Staff is aware that the Agency's LRPMP will have to be amended due to omission of one (1) property when originally submitted. However, an amendment would not require another review by the Department of Finance.

- **SAN PABLO AVENUE STREET REHABILITATION PROJECT UNDERWAY**

Every two years, the City of Pinole prepares a Pavement Management Report which assesses the condition of the City's roadways and recommends a pavement rehabilitation strategy. When that report was most recently prepared, the segment of San Pablo Avenue from Appian Way to the westerly city limits was identified as a segment of the City's arterial network in need of rehabilitation.

At the July 7, 2015 and July 21, 2015 City Council meeting construction contracts were awarded to resurface San Pablo Avenue from Appian Way to Pinole Shore Drive.

Construction will begin in early September and be completed by November 1, 2015. Construction activities will require temporary lane closures, and temporary restrictions at private driveways. To reduce the impact on merchants along the roadway paving will take place at night.

Total costs is approximately \$1.4 Million and is funded from a Federal Grant as well as Measure J transportation funds approved by the voters of Contra Costa County in 2004, and Measure S approved by voters in Pinole in 2014.

CONTINUING ITEMS...

- **HAUNTED HOUSE COMMITTEE VOLUNTEER MEMBERS NEEDED**

The City of Pinole is looking for volunteers to come together to develop, plan and execute the Haunted House for Halloween 2015. You will have access to our facilities and some supplies. We just need members of the public to make it happen! Can we count on you as a volunteer for this event? Students needing community service hours are encouraged to make this one of their projects. All children age 18 or under must be supervised by a parent or other responsible adult.

Meetings are held each Wednesday from 5:00 - 6:00 PM at the Pinole Youth Center, 635 Tennent Ave. For more information, contact 510-724-9004 or youth@ci.pinole.ca.us.

- **RECRUITING FOR VACANCIES ON CITY BOARDS & COMMISSIONS**

Consider volunteering for our community by serving on a City board or commission. The City is recruiting to fill vacancies on the following boards and will remain open until filled:

- Community Services Commission
- Traffic and Pedestrian Safety Commission
- Pinole delegate to the Contra Costa Council on Aging

Applications & supplemental questionnaires are available at Pinole City Hall and the City board applications may also be downloaded from the City website at <http://www.ci.pinole.ca.us/admin/cityclerk.html>.

For more information, you are encouraged to contact the City Clerk's office at 510-724-8928 or email pathenour@ci.pinole.ca.us Completed applications are accepted at the City Clerk's Office, 2131 Pear Street, Pinole 94564.

- **MUNICIPAL CODE CHAPTER 10.34 - PROHIBITION ON DRIVING ON PROPERTY THAT IS NOT A PUBLIC OR PRIVATE STREET**

Due to the extreme fire danger and the need to protect public health and safety, the Pinole Fire and Police Departments will begin increased enforcement of Pinole's Municipal Code (Chapter 10.34). This Section specifies that the operation of motorized vehicles on property that is not a public or private street creates a public nuisance. Violators may be cited and subject to fines.

The exceptions shall apply where the motor vehicles are being driven upon property by the property owner, resident, regular occupant or authorized visitor for the purpose of ingress or egress to such property.

- **JUST A REMINDER- EBMUD WATER USE RESTRICTIONS EFFECTIVE NOW**

The East Bay Municipal Utility District (EBMUD) reminds us all that there are water restrictions that are required by an Executive Order (see flyer) from Governor Brown.

The order calls for a 20% reduction of water use. Outdoor irrigation is prohibited from 9:00 AM to 6:00 PM. Other elements include:

- Limit watering of outdoor landscapes to two non consecutive days per week;
- Prevent Overspray and runoff when watering;
- Use a hose with a shut-off valve when hand washing motor vehicles;
- Use a broom or air blower, not water to clean driveways, sidewalks, patios and other hard surfaces; and
- Turn off any fountain or decorative water features that use potable water unless it is recyclable.

For more information, contact EBMUD at (866) 403-2683.

- **NEW "SHARPS" COLLECTION SITE AT THE PINOLE POLICE DEPARTMENT**

California law requires that needles and sharps used at home be transported only in approved containers and managed at State approved facilities. RecycleMore (West County Integrated Waste Management Authority) is expanding its home generated sharps collection

program to add eight new collection sites, including one at the Pinole Police Department. A locked collection kiosk has been installed in the upstairs lobby.

“Sharps” include: needles, syringes, lancets and auto injectors. West County Resource Recovery will service the Police Department collection kiosk on a bi-weekly basis with trained personnel.

The bright red sharps collection kiosk joins the medicine disposal kiosk already in place at the Police Department. Expired or no longer needed prescription drugs can be placed in the “green” container in the lobby. The drug name should be left in place with personal information blacked out on the label before the medicine bottle is placed in the container.

- **WESTCAT SUMMER YOUTH BUS PASS PROMOTION**

The discounted Summer Youth Passes will be made available again by the West Contra Costa Transit Authority (WestCAT) beginning May 15, 2015. The specially priced passes are available to anyone 17 years old and under and will be sold for \$50.00 each. For more information about the promotion, please visit www.westcat.org or trideltatransit.com. You can also call WestCAT at (510) 724-3331 or Tri Delta Transit at (925) 754-4040.

- **COMMISSION OPENINGS FOR CONTRA COSTA COUNTY SUPERVISOR DISTRICT 5**

Contra Costa County Supervisor Federal Glover announced that the County is looking for volunteers from District 5 who would like to be considered for several advisory boards and commissions. There are currently openings on the following:

- Contra Costa Community Assessment Appeals Board; and
- West Contra Costa Unified School District’s “Citizen's Bond Oversight Committee”.

Commissioners are appointed by the Board of Supervisors based on the recommendation of the District 5 Supervisor. Interested individuals should contact Supervisor Glover’s office at (925) 335-8200 to obtain an application form. Completed applications must be received in Supervisor Glover’s office by close of business **Friday, July 31, 2015.**

For more information and a synopsis of what each of these boards entails, please see the attached flyer.



NATIONAL NIGHT OUT
NEIGHBORHOOD EVENT
REGISTRATION FORM



Our neighborhood will be having a National Night Out event on Tuesday, August 4, 2015.

Location of event: _____

Time frame: _____

Contact person's name: _____

Contact person's phone #: _____

We would like a police department representative to visit during our event: Yes No
(*Due to staffing levels, it may be necessary to limit the number of sites visited. Requests will be filled on a "first come" basis.)

Briefly describe your event plans:

Estimated number of households who will participate: _____

Number of children under 12 years of age who will attend: _____

Please mail the completed form to: Pinole Police Department or FAX: (510) 724-9061
Crime Prevention Unit
880 Tennent Avenue
Pinole, CA 94564

REGISTRATION FORM DUE BY July 22, 2015

For Office Use Only
Date received: _____
Time received: _____
Received by: _____

When we
walk together,
we are **bigger than cancer.**



Your participation at Relay For Life funds the American Cancer Society's mission to save lives by helping people stay well, get well, and by finding cures for cancer with advanced research!

Relay For Life of Pinole
DATE: August 8-9, 2015
TIME: 10am – 10am
LOCATION: Fernandez Park
595 Tennent Ave, Pinole, CA 94564

Visit the event website:

www.Relayforlife.org/PinoleCA

Contact: Jamie Vanek at jamie_vanek@yahoo.com or 510.421.5463



Celebrate. Remember. Fight Back.®

RelayForLife.org | 1.800.227.2345

The official registration and financial information of the American Cancer Society, Inc. may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 800.732.0999. Registration does not imply endorsement. Ohio residents may call 717.783.1720.

Richmond~Pinole Lions
present our:

50's DANCE PARTY FUNDRAISER

Dinner Dance with 50's Carttop Food

\$20 per person in advance

Tickets are limited so call Joni today 510-724-7056

WHEN: SATURDAY, AUGUST 29TH

TIME: 6:00pm to 10:00pm

WHERE: SPORTSMAN'S CLUB

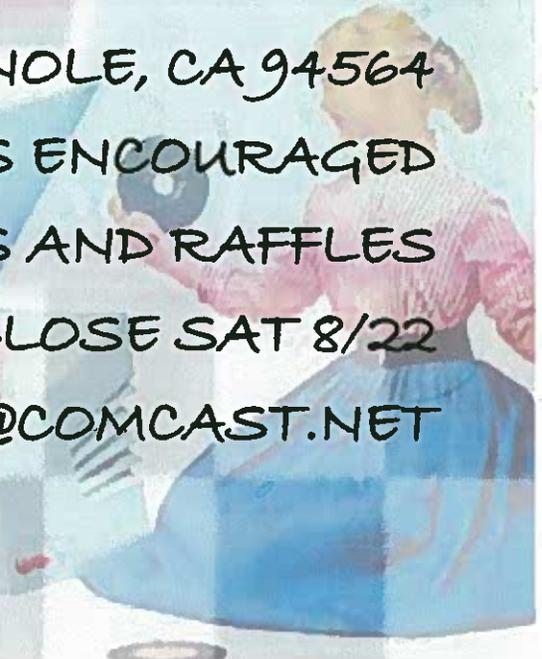
201 PINON AVE PINOLE, CA 94564

50'S DRESS ENCOURAGED

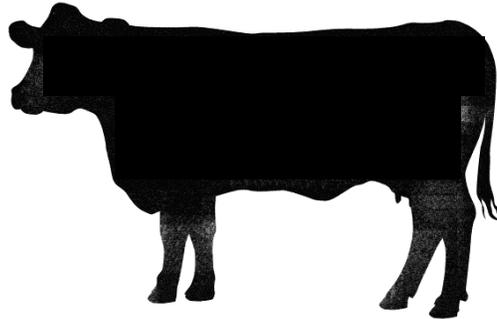
PRIZES AND RAFFLES

TICKET SALES CLOSE SAT 8/22

E-MAIL JONIPITA@COMCAST.NET



TRI TIP DINNER



**FUNDRAISER TO BENEFIT
THE PINOLE AREA SENIOR FOUNDATION**

SATURDAY, SEPTEMBER 12, 2015

DOORS OPEN AT 5PM, DINNER AT 6PM

COST: \$18.00 PER TICKET

**TICKETS CAN BE PURCHASED AT THE
PINOLE SENIOR CENTER FRONT DESK**

**FEATURING KINDER'S TRI TIP,
POTATOES, SALAD, VEGETABLES
DESSERT AND COFFEE**

**GREAT RAFFLE PRIZES • NO HOST BAR • ENTERTAINMENT
(NO OUTSIDE BEVERAGES ALLOWED)**

PINOLE SENIOR CENTER • 2500 CHARLES AVE. PINOLE, CA 94564

Animal Services Department **Contra
Costa
County**

4800 Imhoff Place
Martinez, California 94553-4300
(925) 335-8300

910 San Pablo Avenue
Pinole, California 94564-2347
(510) 374-3966

Glenn E. Howell
Animal Services Director



RECEIVED

JUL 13 2015

**CITY OF PINOLE
CITY MANAGER'S OFFICE**

July 7, 2015

Dear City Manager:

Enclosed are the animal-related activities and statistics for services provided to your city for the month of June, 2015. These statistics give you a report of the varied activities we have handled.

If you have any questions regarding the specifics of the activities and statistics, please do not hesitate to call our office at 925-335-8370.

Yours truly,

A handwritten signature in black ink, appearing to read "Glenn E. Howell".

**Glenn E. Howell
Animal Services Director**

Enclosures



**CONTRA COSTA COUNTY ANIMAL SERVICES DEPARTMENT
SUMMARY OF ANIMAL ACTIVITIES AND ACTIONS**

For the Period: 6/1/2015 - 6/30/2015

PINOLE



	Total
Deceased - Dogs & Cats	4
Deceased - Others	1
Deceased - Wildlife	8
Investigations - Inhumane	3
Investigations - Ordinance	4
Investigations - Rabies (Human Exposure)	3
Stray Animals - Dogs & Cats	11
Stray Animals - Wildlife	4
Telephone Calls (Not Resulting in Activity)	31
Transport Animal - To/From Vet/Lindsay Museum	8
Total	77

Number of Activities by Activity Type

	Total
Deceased - Dogs & Cats	6
Deceased - Others	1
Deceased - Wildlife	8
Investigations - Inhumane	6
Investigations - Ordinance	7
Investigations - Rabies (Human Exposure)	15
Stray Animals - Dogs & Cats	15
Stray Animals - Wildlife	10
Telephone Calls (Not Resulting in Activity)	31
Transport Animal - To/From Vet/Lindsay Museum	8
Total	107

Number of Calls/Contacts/Actions Related to Activities



CONTRA COSTA COUNTY ANIMAL SERVICES DEPARTMENT

Pinole

Animals Handled

6/1/2015 to 6/30/2015

		CAT	DOG	OTHER	Total
DEAD ANIMALS HANDLED	Field Impound	4	0	7	11
	Night Deposit	1	0	0	1
	Over the Counter	0	0	1	1
	Total	5	0	8	13
LIVE IMPOUNDS	Field Impound	0	0	1	1
	Night Deposit	0	3	0	3
	Over the Counter	7	7	0	14
	Total	7	10	1	18
Total		12	10	9	31

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of March 7, 2014, between GTE Mobilnet of California L.P., a California limited partnership d/b/a Verizon Wireless ("Verizon Wireless"), and the City of Pinole, California ("City"). Verizon Wireless and City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The Parties enter into this Agreement with respect to a Land Lease Agreement dated January 10, 2013 (the "Existing Lease") regarding Verizon Wireless's construction and operation of a wireless telecommunications facility on premises located in Pinole Valley Park (the "Park"). On March 25, 2013, the City issued to Verizon Wireless Conditional Use Permit 11-08 (the "Permit") which approved a Mitigated Negative Declaration and conditional use permit related to the potential operation and construction of the facility authorized in the Existing Lease (the "Approved Facility").

While reserving all of its rights under the Existing Lease, the Permit, and applicable law, Verizon Wireless has identified an alternative location for a wireless facility at 2518 Pfeiffer Lane, Pinole (the "New Site"), which is outside the Park and will meet the service objective of the Approved Facility. Verizon Wireless has submitted an application for a conditional use permit for the New Site (the "New Application").

The Parties desire to settle their dispute according to the terms set forth in this Agreement, contingent upon the City's timely approval of the New Application with conditions acceptable to Verizon Wireless, timely issuance of a building permit and any other ministerial approvals required in order for Verizon Wireless to construct the facility proposed in the New Application (the "Replacement Facility"), and making certain payments to Verizon Wireless as specified in this Agreement.

NOW THEREFORE, in consideration of the execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and subject to the terms and conditions hereof, the Parties hereby agree as follows:

1. Effect on Tolling Agreement.

This Agreement shall not affect or modify the tolling and stand-still Agreement dated January 29, 2014, between the Parties, as amended on May 13, 2015, which remains in full force and effect.

2. Timely Action on New Application and Related Approvals.

The City shall review and process the New Application and (if approved) issue a building permit and any other required ministerial approvals in a timely manner. This means that the City shall take final action on the New Application and any related ministerial approvals no later than 150 days after the application is filed with the City,

plus the number of days Verizon Wireless takes to fully respond to any request for additional information received within a reasonable time after the application is filed (the "Final Action Date"). The term "Final Action" means either a denial or an approval of the New Application and, in the case of an approval, the issuance of a building permit and any other ministerial approvals that may be required for construction of the Replacement Facility. Nothing herein shall in any way impact or diminish the City's rights or discretion regarding the New Application.

3. Public Process and Participation.

Verizon Wireless agrees and acknowledges that the City cannot and will not commit in advance to the outcome of the New Application and that the New Application may be subject to legally required environmental review and the same public hearing process as any other application for a conditional use permit. Nothing herein shall constitute or be construed as a pre-commitment by the City to approve the New Application.

The City understands, however, that approval of the New Application is a material term of this Agreement and that Verizon Wireless has the right to terminate this Agreement and commence legal action against the City for any claims arising out of the Existing Lease in the event the New Application is not timely approved, as contemplated herein.

4. Termination of Settlement Agreement.

This Agreement shall immediately and automatically terminate and have no further legal effect in the event the City takes final action to deny the New Application. In addition, Verizon Wireless shall have the right to terminate this Agreement on five days prior written notice to the City if any of the following occur: (i) the City fails to take final action to approve the New Application and any related ministerial approvals on or before the Final Action Date; or (ii) in approving the New Application or issuing any related ministerial approval, the City imposes conditions that are not acceptable to Verizon Wireless (provided that Verizon Wireless shall give written notice to the City within fifteen days after it receives notice of approval that any conditions of approval are not acceptable, or it will be deemed to have approved such conditions).

5. Termination of Existing Lease.

The Existing Lease shall automatically terminate and be of no further force and effect, except as specifically set forth below, when all of the following have occurred: (i) Verizon Wireless enters into a lease with the owner of the New Site; (ii) the City takes final action to approve the New Application and any conditions on such approval are acceptable or deemed acceptable to Verizon Wireless as set forth in Paragraph 4, above; and (iii) the City issues a building permit and any other ministerial approvals required in order for Verizon Wireless to construct the Replacement Facility. Notwithstanding the foregoing, neither the termination of the Existing Lease, expiration of the Permit for the

Approved Facility, nor anything else in this Agreement shall be deemed to extinguish or impair the right of Verizon Wireless to recover for the Claims, as defined in Paragraph 6 below, which are expressly reserved and shall survive termination of the Existing Lease.

6. Verizon Wireless's Reserved Claims.

Verizon Wireless claims that the City is liable to it for breach of the Existing Lease and related tort claims arising out of the City's acts and omissions, including, but not limited to, repudiation of the Existing Lease and delay in ratifying it, failure to provide quiet enjoyment, and possibly breach of warranty and false representation of authority to enter into the Existing Lease (collectively, the "Claims"). The City disputes those claims. Pending leasing, approval, and construction of the Replacement Facility, Verizon Wireless cannot determine the amount of damages it has incurred in connection with the Claims, but its claimed damages include, without limitation: all legal fees and other costs incurred in response to the City's original repudiation and delay in ratifying the Existing Lease, and the full cost of relocating the wireless facility from the approved location in the Park to the New Site, including, without limitation, all legal, architectural, engineering, and environmental costs incurred to investigate, lease, and obtain City and other governmental approvals for the Replacement Facility, together with any increase in construction costs of the Replacement Facility as compared to the Approved Facility (collectively, "Damages"). The City disputes that Verizon is entitled to said damages and further contends that Verizon waived its rights to pursue said damages pursuant to the waiver of consequential damages clause in the Existing Lease.

7. Procedure to Resolve Claims.

The parties mutually prefer an amicable resolution in lieu of litigation to resolve the Claims. To that end, the parties agree to follow the procedure set forth in this paragraph in an effort to reach agreement on the claimed damages. No later than forty-five days after construction of the Replacement Facility is completed or two years following the execution of this Agreement (whichever occurs first), Verizon Wireless shall deliver to the City Manager a good-faith demand, including an itemized summary of its Damages. If the City does not agree to this initial demand, the parties shall each appoint a settlement group (which shall include an attorney and a principal for each party), which shall then meet and confer in good faith in an effort to reach agreement. Alternatively, the Parties may agree to submit the pending disputes to mediation. If the settlement groups and/or mediation do not result in an agreement being reached within sixty (60) days after Verizon Wireless delivers the initial demand referred to above, either party shall have the right to declare an impasse on five (5) days written notice to the other party, and thereafter pursue all available remedies in law or equity subject to the terms and provisions of this Agreement.

8. Releases.

Subject to and conditioned upon the City's final approval of the New Application, its issuance of a building permit for the Replacement Facility, the Parties' agreement on an amount to resolve the Claims (the "Agreed Payment"), execution of an approved release agreement, and the City's timely payment to Verizon Wireless of the Agreed Payment, each party to this Agreement hereby releases the other from all claims, demands, actions and causes of action of any nature whatsoever which are currently known regarding the Existing Lease, the Approved Facility, or the Permit for the Approved Facility, including but not limited to the Claims, as well as all claims, demands, actions and causes of action regarding such matters that the parties do not know or suspect to exist in their respective favors as of the date of this Agreement, which, if known at the time of executing this Agreement, might have affected the Agreement as set forth herein. Each of the parties to this Agreement also hereby specifically waives the protections of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

9. Exceptions to Release.

Notwithstanding Paragraph 8 above, nothing in this Agreement shall be construed as a release by any party of (i) any obligation or claim arising out of a breach of this Agreement; or (ii) any obligation or claim arising out of the unreasonable delay or denial of the New Application or failure or refusal to issue a building permit or any other approval required for Verizon Wireless to install the Replacement Facility.

10. Binding on Successors and Assigns.

This Agreement shall inure to the benefit of and bind and be binding upon the managing agents, shareholders, officers, directors, agents, employees, attorneys, heirs, successors, partners and assigns of the undersigned parties.

11. Advice of Counsel.

Each of the parties to this Agreement represents and warrants that they have engaged separate counsel to represent them with respect to this Agreement and all matters covered herein, that they have been fully advised by said attorneys with respect to their rights and with respect to the execution of this Agreement and as to all matters which are subject to the mutual releases contained herein, and that they have read this Agreement and understand the terms thereof.

12. Attorneys' Fees and Costs.

The Parties agree to bear their own attorneys' fees and costs in connection with the preparation and negotiation of this Agreement.

13. Complete Agreement.

This Agreement constitutes the entire, full and complete Agreement between the parties hereto, and supersedes all prior agreements, if any, except for the Existing Lease.

14. Enforcement.

The terms of this Agreement shall be interpreted, enforced and governed under the laws of the State of California (excluding California's choice of law rules). This Agreement is the result of negotiations between the parties, each of which has participated in the drafting hereof.

15. Warranty of Authority.

In executing this Agreement, each person executing this Agreement further represents and warrants that they have the authority to bind their respective entities, and that those party-entities have the right and authority to compromise, settle, release and discharge all of the claims released herein. Execution of this Agreement by the City Manager shall be deemed to evidence legally binding approval by the City Council of this Agreement.

16. Written Modifications Only.

The terms of this Agreement shall not be modified or amended except in writing, signed by all parties or their designated representatives for such purpose.

17. Time is of the Essence.

Time is of the essence in this Agreement.

18. Duplicate Originals and Counterparts.

This Agreement shall be executed in duplicate originals, with each party to retain a fully-executed duplicate original. This Agreement may be executed in counterparts, which when taken together shall constitute one binding Agreement. Scanned and facsimile signatures shall be considered as binding as original signatures.

19. Effective Date of Agreement.

This Settlement Agreement shall be deemed effective on the date executed by Verizon Wireless and approved by the City Council, whichever shall occur later.

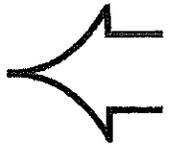
20. Severability

If one or more of the provisions of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

**GTE MOBILNET OF CALIFORNIA CITY OF PINOLE
LIMITED PARTNERSHIP dba
VERIZON WIRELESS**

By: _____
Phillip French
Executive Director - Network
Northern California - Nevada
Region

By: _____
Belinda Espinosa
City Manager



**APPROVED AS TO FORM:
MACKENZIE & ALBRITTON, LLP**

**APPROVED AS TO FORM:
CITY ATTORNEY**

By: James A. Heard
James A. Heard

By: _____
Benjamin T. Reyes II

Extended

SUMMER HOURS

Contra Costa County
Clerk Recorder Office

555 Escobar Street
Martinez CA 94553



THURSDAYS

8am to 8pm

August 6th-Sept 30th

- MARRIAGE LICENSES
- MARRIAGE CEREMONIES (by appointment)
- BIRTH, DEATH, MARRIAGE CERTIFICATES
- DOCUMENT COPIES
- PROFESSIONAL FILINGS
- No Recording of Documents after 4:00pm



SECTION 28

WATER USE DURING WATER SHORTAGE EMERGENCY CONDITION

Drought conditions require that all customers reduce their use of EBMUD water supplies until further notice to ensure availability of the public water supply for critical uses. This regulation specifies the water uses that are prohibited during the drought and provides guidelines on effective water use practices to help customers conserve. It also defines the exceptions and enforcement provisions should customers fail to comply with the prohibitions.

A. EMERGENCY REGULATIONS AND RESTRICTIONS ON WATER USE

During the water shortage emergency condition declared by the Board of Directors, all customers must comply with prohibitions on water uses described below to conserve the public water supply to meet critical needs. In addition, customers are asked to follow the water saving guidelines below.

1. Potable Water Uses Prohibited During the Water Shortage Emergency

- a. Using potable water for decorative ponds, fountains and other water features that do not recirculate water is prohibited.
- b. Washing cars, boats, trailers, aircraft or other vehicles with potable water by hose without a shutoff nozzle is prohibited.
- c. Washing sidewalks, driveways or hard surfaces with potable water, or applying potable water to any surface or material that results in excessive use and runoff is prohibited.
- d. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.
- e. Irrigating turf and ornamental landscape is only permitted no more than two days each week, not on consecutive days, and before 9 a.m. and after 6 p.m., except for potted plants.
- f. Irrigating turf and ornamental landscaping with potable water during and within 48 hours following measurable precipitation is prohibited.
- g. Using potable water for irrigating ornamental turf on public street medians is prohibited.
- h. Flushing sewers or hydrants with potable water are prohibited, except in cases of emergency and for essential operations.
- i. Use of potable water for construction, street cleaning, soil compaction and dust control is prohibited if a feasible alternative source of water is available. All water use for construction, soil compaction and dust control will require a permit issued by EBMUD.



- j. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased is prohibited.
- k. Operators of hotels and motels are required to offer patrons the option of not having their towels and linens washed daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.
- l. Use of hydrant water outside the EBMUD service area is prohibited.

2. Water Savings Guidelines

- a. Conserve water indoors. Efficient indoor water use is 45 gallons and super-efficient indoor use is 35 gallons per person daily. Most customers can achieve this by shortening showers and using less bath water, running only full loads of laundry and dishes, and keeping a close eye on faucet use. Additionally, customers are encouraged to reduce use of kitchen garbage disposals through composting or curbside green waste collection and not to use toilets as wastebaskets. Customers also may want to consider upgrading to more water-efficient plumbing fixtures and appliances.
- b. Promptly repair leaks indoors and outside. Measureable leaks should not be turned on until repairs have been completed.
- c. Use covers on swimming pools and home spas (hot tubs) and avoid draining, refilling and topping off.
- d. Encourage gyms, spas and similar facilities to ask patrons to conserve water while showering and using wash basins.
- e. Encourage all food preparation establishments, such as restaurants and cafeterias, to install and use high-efficiency pre-rinse spray nozzles in their kitchens.
- f. Irrigate less outdoors. Most customers can cut outdoor watering 30% without affecting long-term plant health by irrigating before dawn or at dusk, no more than two days per week.

B. EXCEPTIONS

1. Written applications for exceptions from the regulations and restrictions on water use set forth in this Section shall be accepted, and may be granted, by the Customer & Community Services Department.
2. Grounds for granting such applications are:
 - a. Failure to do so would cause an unnecessary and undue hardship to the applicant, including, but not limited to, adverse economic impacts, such as loss of production or jobs; or



- b. Failure to do so would cause a condition affecting the health, sanitation, fire protection or safety of the applicant or the public.

3. Denials of applications may be appealed as set forth in subdivision D, below.

C. ENFORCEMENT

1. The District may, after one written warning, order that a special meter reading or readings be made in order to ascertain whether wasteful use of water is occurring. Charges for such a meter reading or readings or for follow-up visits by District staff are fixed by the Board from time to time and shall be paid by the customer.
2. In the event that the District observes that apparent excessive water use is occurring at a customer's premises, the Manager of Customer and Community Services may, after a written warning to the customer, authorize installation of a flow-restricting device on the service line for any customer observed by District staff to be willfully violating any of the regulations and restrictions on water use set forth in this section. Charges for installation of flow-restricting devices may be fixed by the Board from time to time and shall be paid by the customer.
3. In the event that a further willful violation is observed by District staff, the District may discontinue service. Charges for restoring service may be fixed by the Board from time to time and shall be paid by the customer.
4. The District may immediately revoke a permit to use water from an EBMUD hydrant when water is observed being used in violation of the emergency regulations or restrictions on water use.

D. APPEALS

Consideration of written applications for appeals regarding exceptions from the regulations and restrictions on water use set forth in this Section, and regarding application of the enforcement actions set forth in subdivision C, above, shall be as follows:

1. Written applications for appeals shall be accepted, and may be granted, by the Customer & Community Services Department.
2. Denials of applications may be appealed in writing to the Manager of Customer and Community Services.

For Immediate Release

Commission Openings for District V

INFORMATION: (925) 335-8200

PITTSBURG (February 27, 2015) -- District V Supervisor Federal D. Glover announced the opportunities for District V residents to make decisions affecting their communities. "A lot of policies begin in these county commission and boards," said Glover.

Seeking to fill openings on the following advisory bodies:

CCC Assessment Appeals Board; and West Contra Costa Unified School District's, Citizen's Bond Oversight Committee.

Commissions are appointed by the Board of Supervisors based on the recommendation of the District V Supervisor. Interested individuals should contact Supervisor Glover's office at (925) 335-8200 to obtain an application form. Completed applications must be received in Supervisor Glover's office by close of business **Friday, July 31, 2015.**

CCC Assessment Appeals Board: the Appeals Board is the Board of Equalization for the County, with the powers to: Equalize the valuation of the taxable property in the County for the purpose of taxation; and Review, equalize and adjust penal and escaped assessments on the roll. To be eligible for this position, a person must meet the following qualifications: 1. Be knowledgeable in the area of property appraisal and taxation. 2. Have a minimum of five years professional experience in California as one of the following: Certified Public Accountant or Public Accountant Licensed Real Estate Broker Attorney Property Appraiser accredited by a national professional organization. 3. Five years experience in California as an appraiser certified by the State Board of Equalization. The current openings is for an Regular Seat with a term ending June 30, 2018. The Board meets every Thursday at 9:00 a.m. at 651 Pine St., Room 105, Martinez CA 94553. For information call Christine Heck at (925) 335-1920.

West Contra Costa Unified School District, Citizen's Bond Oversight Committee: the purpose of the Committee is to inform the public concerning the expenditure and uses of bond revenues. The Committee's legal charge is to actively review and report on the expenditures of taxpayer's money for school construction. The current seats is for 1 Regular Seat. The Committee meets once a month on the 3rd Wednesday of every month 6:00-8:30 p.m. at 1400 Marina South, Richmond, CA. The current regular opening has a term ending June 30, 2015. For additional information call Luis Freese at (510) 307-4544.

LEGO at The Library



12:00-1:30 PM
SATURDAYS

COME AND
EXPLORE THE
WONDERFUL WORLD
OF LEGOS AND MAKE
SOME NEW FRIENDS!

*LIMITED TO 20 PARTICIPANTS;
CHILDREN 4 AND UNDER
SHOULD BE SUPERVISED AROUND SMALL PARTS!*



Sponsored
by the
Friends of the
Pinole
Library



Pinole Library
2935 Pinole Valley Rd
Pinole, CA 94564
510-758-2741



Library Hours
Mondays 10 am-6 pm
Wednesdays 2 —8 pm
Fridays & Saturdays 12 - pm

Meet Our Pinole Fire Department!

Monday
July
27th

3:00 pm



**Come check out the
fire engine and
learn safety tips!**



Pinole Library * 2935 Pinole Valley Rd
Pinole, CA 94564 * 510-758-2741
Mon 10-6 * * Wed 2-8 * Fri 12-5 * Sat 12-5

Pinole Summer Adventures Day Camp

10 Weeks of Fun: June 8th-August 14th 2015

Mon-Fri 8:30am-6pm with Early Care 7-8:30am

Weekly Cost

Resident: \$176

Non-Resident: \$205

Early Care: \$37

Scholarships

Limited number available through The Pinole Youth Foundation. Applications will be available April 1st.

Sleep Over!
Week 10 will include a camp out in Fernandez Park. Come ready for stories, night hikes, s'mores and more!

Leader-in-Training (LIT)

For Ages 15-17 Residents: \$100 & Non-Residents: \$120 for the summer

Don't Miss Out!

Weekly activities included in cost:

A trip to Pinole Swim Center, walks to local parks, cooking projects, structured outdoor games, competitive sports, Special Guests, creative arts and crafts projects, fun at the Middle School Gym, and more! Children must have layered clothing, backpack and bag lunch daily. Snacks available for purchase.

Week	Theme	Trip
1	Water Worx	Water Park
2	Athleticamps	Oakland A's Game
3	Super Heroes	In-Door Rock Climbing
4	Way back in the 1900's	Alameda County Fair
5	Down in The Deep	Lake Anza
6	Rustic Warriors	Point Richmond Hiking Trail
7	Astronomical	Chabot Space and Science Center
8	Fire & Sparks	The Crucible
9	Rockin' Roller Coaster	Six Flags Marine World
10	Sky's The Limit	Trampoline House

**Note: Some themes and trips may be adjusted based on facility availability. Additional liability waivers must be signed prior to registration for some trip venues. Get access online or at the Pinole Youth Center.*

Proof of residency and picture identification required. UTILITY BILL and DMV I.D. Only! Proof of guardianship required.



635 Tennent Avenue, Pinole, CA 94564 • (510)-724-9004

www.ci.pinole.ca.us/youth • email: youth@ci.pinole.ca.us