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CITY COUNCIL

Devin T. Murphy, Mayor
Maureen Toms, Mayor Pro Tem
Cameron Sasai, Council Member
Anthony Tave, Council Member
Norma Martínez-Rubin, Council Member

**PINOLE CITY COUNCIL
SPECIAL MEETING AGENDA**

**TUESDAY
December 20, 2022
6:00 P.M**

Please note: HYBRID MEETING FORMAT

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

Attend VIA ZOOM TELECONFERENCE – Details provided below

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

How to Submit Public Comments:

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

Via Zoom:

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

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

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

Webinar ID: 893 3500 0272

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

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

When the Mayor opens the comment period for the item you wish to speak on, please use the “raise hand” feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide and press *6 to unmute. **To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.**

Written Comments: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website on the agenda page ([Agenda Page Link](#)) and provided to the City Council prior to the meeting. **Written comments will not be read aloud during the meeting.** Email comments to comment@ci.pinole.ca.us Please indicate which item on the agenda you are commenting on in the subject line of your email.

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

OTHER WAYS TO WATCH THE MEETING

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

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

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

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

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

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

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

2. LAND ACKNOWLEDGMENT

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

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

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

4. CONVENE TO A CLOSED SESSION

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

None

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Pinole Valley High School Football Team

B. Presentations

1. Holiday Tree Lighting Video

9. CONSENT CALENDAR

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

- A. Approve the Minutes of the December 6, 2022 meeting.
- B. Receive the December 3, 2022 – December 16, 2022 – List of Warrants in the Amount of \$690,805.46 and the December 9, 2022 Payroll in the Amount of \$575,023.24 (Regular Payroll) and \$124,607.86 (PD/Fire Holiday Pay) for a total of \$699,631.10.
- C. Resolution Continuing Authorized Remote Teleconference Meetings Pursuant to AB 361 [Action: Adopt Resolution per Staff Recommendation (Casher)]
- D. Approve the 2023 Council Committee Assignment List [Adopt Resolution per Staff Recommendation (Bell)]
- E. Receive The Development Impact Fee Report for the Fiscal Year Ended June 30, 2022 [Action: Receive Report per Staff Recommendation (Guillory)]
- F. Approval of Solid Waste Collection Rates (Fees) Effective January 1, 2023 [Action: Adopt Resolution per Staff Recommendation (Mishra)]
- G. Adopt a Resolution Approving Side Letter Agreements to the Memorandum of Understandings (MOUs) Between the City of Pinole and the Represented Groups Pinole Police Employee Association (PPEA) and American Federation of State, County, and Municipal Employees (AFCME) Union Local 1 [Adopt Resolution per Staff Recommendation (Shell)]
- H. Parks and Recreation Master Plan Contract [Adopt Resolution per Staff Recommendation (Rogers)]
- I. Award a Maintenance Contract to Shipley Pools for Pool Maintenance Services [Action: Authorize the City Manager to execute a maintenance contract per Staff Recommendation (Mishra)]

10. PUBLIC HEARINGS

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

A. Ordinance of the City Council of the City of Pinole Adding Chapter 2.64 "Criminal Background Checks" to the Municipal Code Relating to Access to State and Federal Level Summary Criminal History Information [Action: Introduce Ordinance, Waive First Reading, and Conduct Public Hearing (Casher)]

B. First Reading of Ordinance Adding Chapter 2.62 "Code of Ethics and Conduct" to the Pinole Municipal Code [Action: Introduce Ordinance, Waive First Reading, and Conduct Public Hearing (Casher)]

11. OLD BUSINESS

None

12. NEW BUSINESS

A. City Council Budget for Training and Memberships [Action: Approve Additional Budget Appropriation by Minute Order and Consider Additional Budget Appropriation and Provide Direction (Murray)]

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

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

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

14. ADJOURNMENT to the Regular City Council Meeting of January 17, 2023 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 24 hours prior to the meeting date set forth on this agenda.

Heather Bell, CMC
City Clerk

POSTED: December 15, 2022

**CITY COUNCIL MEETING
MINUTES
December 6, 2022**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Salimi called the Special Meeting of the City Council to order at 5:17 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

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

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

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on Friday, December 2, 2022 at 4:00 p.m. with all legally required written notices. Two written comments had been received in advance of the meeting, posted to the City website and distributed to the staff and the City Council.

Following an inquiry, Mayor Salimi reported he had a conflict with Item 4A due to the proximity of his residence. He asked the Mayor Pro Tem to lead the Closed Session.

Mayor Pro Tem Murphy led the meeting at this time.

4. CONVENE TO A CLOSED SESSION:

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

A. CONFERENCE WITH PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 612 Tennent Avenue

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 6:20 p.m., Mayor Salimi reconvened the meeting into open session.

Mayor Pro Tem Murphy reported on the results of the Closed Session when the City Council had approved a slight modification to the project at 612 Tennent Avenue and had removed the live/work requirement for two of the units on the property.

6. CITIZENS TO BE HEARD (Public Comments)

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

Rafael Menis, Pinole, updated the City Council on the elevated COVID-19 case rate for the City of Pinole and encouraged everyone to wear masks indoors and outdoors, particularly in crowded public spaces. In terms of transparency, he congratulated his fellow candidates in the recent election for filling out their Fair Political Practices Commission (FPPC) forms properly but noted that to his knowledge there was at least one set of forms that had not been filled out properly. He asked that those responsible for the forms ensure they had been filled out correctly to show the proper expenditure of campaign funds in conformance with state law.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Salimi reported it had been his privilege to serve as the Mayor of Pinole. He also had the privilege of having been invited to the White House for the state visit of French President Emmanuel Macron and after that visit had the opportunity to meet with members of Congress. In addition, he had met with Dr. Kenneth Hurst, Superintendent of the West Contra Costa Unified School District (WCCUSD) who was working to make improvements to the WCCUSD.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Martinez-Rubin invited members of the public to join WestCAT staff and volunteers at the 19th Annual Stuff a Bus Holiday Donation Drive, which would collect non-perishable food items and toys on December 14, 2022, at the Target parking lot located at 1400 Fitzgerald Drive between 9:00 a.m. and 4:00 p.m. The donations would benefit the Contra Costa and Solano County Food Bank. Toys for all ages would be accepted to benefit children affiliated with the California Highway Patrol (CHP) Chips for Kids Drive. A list of acceptable donated items was available at www.foodbankccs.org. She wished everyone a Happy Holiday.

Council member Toms reported she had attended the first in-person Mayors' Conference in the last few years in the City of Richmond; reported the WestCAT Board meeting for the month of December had been canceled; and had attended a retirement reception for long-time City of Orinda Council member Amy Worth who had served on many regional boards such as the Association of Bay Area Governments (ABAG). She also planned to attend the Wildfire Prevention Committee meeting scheduled for Monday, December 12, 2022, to discuss a Memorandum of Understanding (MOU) for wildfire prevention in the East Bay.

Mayor Salimi asked that Item 7D, Council Requests for Future Agenda Items be considered after the Council reorganization.

E. City Manager Report / Department Staff

City Manager Andrew Murray reported that holiday events had been held at the Senior Center culminating in the traditional Tree Lighting Ceremony on Saturday, December 3, 2022. He briefed the City Council on the tentative agenda items for the December 20, 2022 City Council meeting. He too wished everyone a Happy Holiday.

F. City Attorney Report

City Attorney Eric Casher wished everyone a Happy Holiday.

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, requested the following future agenda items: a proclamation recognizing the Pinole Valley High School Football Team for its achievements; and consideration of hiring a consultant to conduct diversity, equity and inclusion. He also wished everyone a Happy Holiday.

PUBLIC COMMENTS CLOSED

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Pinole Valley High School Girls Volleyball

The City Council read into the record a proclamation recognizing the Pinole Valley High School Girls Volleyball Team for its achievements.

PUBLIC COMMENTS OPENED

A member of the Pinole Valley High School Girls Volleyball Team thanked the City Council for the recognition and noted that the team had won its championships after some challenges.

PUBLIC COMMENTS CLOSED

2. Pinole Valley High School Girls Tennis

The City Council read into the record a proclamation recognizing the Pinole Valley High School Girls Tennis Team for its achievements.

PUBLIC COMMENTS OPENED

The Coach for the Pinole Valley High School Girls Tennis Team reported that more than half of the team had not picked up a tennis racket prior to the start of the season and those girls had come through for the team.

PUBLIC COMMENTS CLOSED

3. Human Rights Week

The City Council read into the record a proclamation recognizing Human Rights Week on December 4 through December 10, 2022 with the proclamation provided to Mayor Pro Tem Murphy.

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, congratulated the Pinole Valley High School athletic programs. He was also pleased with the Human Rights Week proclamation.

PUBLIC COMMENTS CLOSED

B. Presentations: None

9. CONSENT CALENDAR

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

A. Approve the Minutes of the November 15, 2022 meeting.

B. Receive the November 12, 2022 – December 2, 2022 List of Warrants in the Amount of \$967,306.52 and the November 25, 2022 Payroll in the Amount of \$571,214.97.

- C. Approval of Findings to Support Local Modifications to the 2022 California Building Code; Second Reading of an Ordinance to Adopt the 2022 California Building Standards Code and Update the City's Building and Fire Code **[Action: Adopt Ordinance on Second Reading per Staff Recommendation (Casher)]**

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, asked the City Council to approve the Consent Calendar, as is.

PUBLIC COMMENTS CLOSED

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

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

10. COUNCIL REORGANIZATION & ELECTION MATTERS

- A. Accepting and Declaring the Results of Canvass of the November 8, 2022 Municipal Election **[Action: Adopt Resolution per Staff Recommendation (Bell)]**

City Clerk Bell presented the staff report and recommended the City Council adopt the resolution contained in Attachment A to the December 6, 2022 staff report.

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, asked the City Council to approve the election results, as shown.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Martinez-Rubin/Toms to adopt a resolution of the City of Pinole in the Matter of the Canvass of the Returns of the Regular Municipal Election of November 8, 2022 and Declaration of the Results.

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

Mayor Pro Tem Murphy led the meeting at this time.

- B. Presentations to Mayor Salimi

The City Council read into the record a proclamation honoring and recognizing the accomplishments of Mayor Salimi.

PUBLIC COMMENTS OPENED

Contra Costa County Supervisor John Gioia reported that he and Supervisor Federal Glover had provided a proclamation to City staff in recognition of Mayor Salimi's leadership, for being the first Iranian-American on the Pinole City Council and one of the first in the state. He commended the leadership of the Mayor and the City Council with respect to its work with the Contra Costa County Fire Protection District (CCCFPD) to reopen the Fire Station on Pinole Valley Road. He also acknowledged and congratulated Council members Anthony Tave and Norma Martinez-Rubin for their re-election to the City Council and commended their continued leadership and congratulated and welcomed newly-elected Council member Cameron Sasai. He looked forward to continuing to work with the Pinole City Council to improve its partnership with the County, and commented on the implementation of new 24/7 mental health services and fire and animal services. He also congratulated the Pinole Valley High School athletes for their achievements. He also recognized and congratulated new Mayor Devin Murphy.

Rafael Menis, Pinole, praised Mayor Salimi for his efforts to make the City of Pinole better, ensure everyone got through meetings in a reasonable time frame and acknowledged the Mayor's fight for justice for the people of Iran and his work with the Sister City movement. He also recognized Mayor Salimi's support of the Pinole Library, benches on Galbreth Road, support to reopen Fire Station 74, and his work beyond the City of Pinole reaching out to the Consulate Generals of Ukraine and France, and building connections between the City of Pinole and the rest of the world allowing Pinole to become better known regionally and worldwide. In particular, the Mayor's fight for justice in Iran and having residents of Pinole rally around that movement was noted.

Alexander Walker-Griffin, Vice Mayor, City of Hercules, congratulated outgoing Mayor Salimi and recognized new Mayor Murphy, re-elected Council members Martinez-Rubin and Tave and newly-elected Council member Sasai. He recognized that history had been made since Mayor Salimi was one of the first Iranian-elected officials in the country, and new Mayor Murphy was Pinole's first openly LGBTQ+ and African-American Mayor. He thanked everyone for their service. He added he would become the Mayor of the City of Hercules in the next week and along with Mayor Murphy and the Mayor of the City of San Pablo, they would be the first consecutive Mayors in the country under the age of 30.

PUBLIC COMMENTS CLOSED

City Manager Murray recognized the demands of the job to serve on the City Council and he too commended the Mayor for his many achievements as reflected in the proclamation and in the public comments. On behalf of City staff, he thanked Mayor Salimi for his service, which was critically important and most admired, and presented tokens of appreciation and flowers for the Mayor's wife.

Council member Martinez-Rubin thanked Mayor Salimi for his service, and wished him the best with years of health to him and his family.

Council member Toms thanked Mayor Salimi for putting a pause on his busy life to help the City. She was aware he had sacrificed his business and family time to serve the City of Pinole and she wished him well in the future.

Council member Tave also thanked Mayor Salimi for his service, acknowledged his engagement with the community, and suggested the City was better because of him and his leadership, which set a standard for the City Council as it moved forward.

Mayor Pro Tem Murphy too thanked Mayor Salimi for his leadership and stand on issues relevant to the community and for taking time out of his busy life as a notable businessman. He was grateful for his leadership and courage, and stated he would be missed on the City Council, with his energy, exceptional values and brilliance something that must be kept and molded into the new City Council.

C. Remarks from Mayor Salimi

Mayor Salimi detailed his personal background and upbringing in Iran and Paris, France and stated at the age of 19 he had come to America to find the American Dream and where he had attended college, which would not have been possible without those who supported and believed in him. He was grateful to have served the City of Pinole as its Mayor and as a Council member and provided an overview of the accomplishments over the past four years including work on the budget, adding additional staff, increased hours for the Pinole Library, improving relations with the County, County approval of Measure X funds that allowed Fire Station 74 to be reopened, increased City revenues, new businesses in Pinole, increased funding for police and fire, approval of more housing in the past two years than had been approved in the past 20 years, and with many of those achievements having occurred during the pandemic. He emphasized that economic development remained important as well as funding for Capital Improvement Program (CIP) projects, the possibility for a Charter City and real estate transfer development tax or parcel/sales tax options to increase revenues for the City. He also suggested opening a municipal bank offered potential for the City and he hoped the City Council would continue to consider those revenue options.

Mayor Salimi thanked the Mayor Pro Tem for his assistance and for being the first openly LGBTQ+ and African-American Mayor in the history of Pinole. He also congratulated incoming Mayor Pro Tem Toms, Council members Martinez-Rubin and Tave; he thanked former Council members Maria Alegria, Debbie Long, Steven Tilton, Pete Murray, Roy Swearingen, Tim Banuelos, and Mary Horton and stated his work would not have been possible without their help to bridge the gap, which had allowed him to become a better Mayor. He further thanked City Clerk Bell, Deputy City Clerk Stone, City Manager Murray, City Attorney Casher, Fire Chief Chris Wynkoop, Police Chief Neil Gang, Finance Director Markisha Guillory and the entire City of Pinole staff. He particularly expressed his appreciation to his wife Monica Hicks, and his children Lela and Gillen, and other family members present in the audience, and expressed his appreciation to Congressman John Garamendi, Supervisors Gioia and Glover and the people of Pinole who helped him to become the person he wanted to be to achieve the American Dream. At this time he presented a brief Jib Jab video.

PUBLIC COMMENTS OPENED

Steven Dorsey, Fire Captain, City of Pinole and a member of the United Professional Firefighters of Contra Costa County, Local 1230, thanked Mayor Salimi and the City Council for its hard work, dedication and collaboration on fire services, and where the City Council had made decisions that would greatly improve fire services and firefighter safety in the City of Pinole and in the County.

PUBLIC COMMENTS CLOSED

Mayor Pro Tem Murphy declared a recess at 7:50 p.m. The City Council meeting reconvened at 8:05 p.m. with all Council members present.

BRIEF RECESS

D. Administer Oaths to Newly-Elected Council Members **[Action: Administer Oaths]**

City Clerk Bell introduced Marilou Sasai who administered the Oath of Office to her son and newly-elected Council member Cameron Sasai.

City Clerk Bell administered the Oath of Office to Council member Anthony Tave.

City Attorney Casher administered the Oath of Office to Council member Norma Martinez-Rubin.

Council member Martinez-Rubin stated she was ready to get to work, thanked those who voted for her and allowed her to continue on her second term on the City Council representing the residents of Pinole. She particularly thanked her husband Jeff Rubin for his support.

Council member Tave thanked the citizens of Pinole for again electing him. He promised to serve them well and asked anyone to reach out via text or email. He looked forward to progress from the City Council.

Council member Sasai stated it was an honor to represent the City of Pinole where he had been born and raised. He praised Jesus and all of the blessings that had built his character to reach this point. He spoke to the effort to reach this point and thanked his role model parents for their support; described his parents' background and work ethic; thanked everyone who supported and endorsed him including his brother, volunteers and advisors, all of whom he identified by name. He shared a quote from Dr. Cornel West; hoped to do more for the community by serving on the City Council; would always put residents' needs above special interests and would approach the office of Council member with the same tenacity he had approached community engagement during his campaign. He looked forward to working with the City Council and staff to address residents' needs with a focus on responsible community-led budgeting, protecting black lives, keeping power accountable and putting equity and justice first when pursuing policy.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, praised Council member Sasai who walked among the community, spoke his truth about his background, and who had shown why he was the person everyone could trust to fight for justice, a more sustainable and equitable community and one which had been built to

support everyone and all different modes of transportation and being. He offered his assistance to do whatever was necessary to make Pinole a better place.

Alexander Walker-Griffin, Vice Mayor, City of Hercules, again congratulated re-elected Council members Martinez-Rubin and Tave and newly-elected Council member Sasai. On behalf of the City of Hercules, he stated their door was always open to working with the City of Pinole.

Mary Horton, Pinole, former Mayor and Council member, congratulated everyone on the dais. She otherwise urged the City Council not to take too long to come up with a solution for pedestrian safety given the area in front of St. Joseph's Catholic Church where people in the crosswalk were not clearly visible to traffic, especially at dusk. She hoped the City Council would move as expediently as possible to address that safety hazard.

Vincent Wells, President, United Professional Firefighters of Contra Costa County, Local 1230, also thanked and congratulated those who had won the election, acknowledged the work to reach this point, and looked forward to working with the City Council in the future.

PUBLIC COMMENTS CLOSED

- E. Selection of Mayor and Mayor Pro Tem **[Action: Approve Rotation Schedule by Minute Order and Adopt Resolution per Staff Recommendation (Bell)]**

City Clerk Bell presented the staff report and recommended the City Council appoint the Mayor and Mayor Pro Tem pursuant to the current rotation schedule, as shown in Attachment A to the December 6, 2022 staff report.

PUBLIC COMMENTS OPENED

City Clerk Bell reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Martinez-Rubin/Tave to adopt a Resolution of the City Council of the City of Pinole Approving the Appointment of the Mayor and Mayor Pro Tem.

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

- F. Administer Oaths to Mayor and Mayor Pro Tem

City Clerk Bell administered the Oath of Office to Mayor Pro Tem Toms.

State Controller-Elect Malia Cohen administered the Oath of Office to Mayor Murphy and offered her congratulations to the new City Council members. She also recognized Cesar Zepeda, newly-elected to the City of Richmond City Council who was present in the audience.

Mayor Pro Tem Toms thanked everyone in the Council Chambers, her family, including her parents watching on-line, and other family members watching on Zoom.

Mayor Pro Tem Toms recognized the hard work the City Council had achieved in the past, future work that would need to be considered, and the many issues to be addressed in the next few years including housing, economic development and infrastructure, partnerships with the WCCUSD, other cities, the region, vehicular/pedestrian/bicycle safety and the need to retain the City's healthy reserves.

G. Comments by Newly-Appointed Mayor

Mayor Murphy thanked the residents of Pinole, City staff, the Council and those watching for the opportunity to serve the City of Pinole as a Council member and now in the role as the new Mayor. He was beyond grateful given the challenges, sacrifices and obstacles faced by his parents, ancestors and original indigenous peoples, reminding everyone this moment was their wildest dreams. He thanked his parents for giving him life, urging him to live his life in his truth, in authenticity and live life to the fullest as a form of resistance and resilience. He thanked the numerous voters in Pinole who trusted him to serve the City of Pinole and the City Clerk for running sharp elections and prioritizing the integrity of democracy. He described his family's background and also spoke to the current and future challenges facing the City of Pinole, including small businesses still struggling and recovering from the impacts from the pandemic, food insecurity, seniors stuck in homes with little social interaction, black and indigenous communities of color who continued to struggle with violence and erasure of their experiences, and the impacts of the climate crisis such as wildfire, sea level rise and drought impacting everyone.

Mayor Murphy explained that two years ago he sought to run an inclusive campaign to reflect the importance of building a new generation of leadership in the City of Pinole, with the work having expanded to center on the voices of those who had been unheard. He suggested it was time for local government to hear and amplify those voices and needs and co-govern to create an equitable, long-term solution centering on values of justice, equity, accessibility, transparency and diversity.

Mayor Murphy stated as Mayor he would prioritize paving a road to recovery from the pandemic by championing smart economic growth, prioritizing a clean environment, preparing and protecting funding of emergency personnel and preparing for all disaster scenarios, and continuing to enhance parks, outdoor trails, Pinole Creek, public facilities and the waterfront. He would also continue to combat the impacts of the climate crisis, improving Citywide communications and creating a more just, equitable and inclusive city by embracing the diversity of the City of Pinole as the sixth most diverse city in the State of California. He was confident the current composition of the City Council and City staff would prepare the City to be a world class 21st century city all residents deserved.

Mayor Murphy thanked the higher power that allowed him to serve in this role and his family including immediate and extended family members, Pinole firefighters, many local residents and numerous organizations he identified by name. He was honored to have earned the trust to serve as the youngest, first black and openly gay Mayor for the City of Pinole in its' over 100-year history. He identified the many achievements that had been accomplished over the past few years in Pinole, and he looked forward to moving forward to build a vibrant, inclusive and resilient City everyone deserved. As Mayor, he would continue to serve residents with the utmost respect, honor and hard work daily to deliver the governance residents deserved.

Mayor Murphy read a quote from former South African President Nelson Mandela into the record. He emphasized his hope and dream to make residents feel proud, safe and thrive in the City they lived in and visited.

Mayor Murphy declared a recess at 8:29 p.m.

FIFTEEN MINUTE RECESS – RECEPTION IN CITY HALL FOYER

The City Council meeting reconvened at 9:00 p.m. with all Council members present.

11. PUBLIC HEARINGS: None

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.

12. OLD BUSINESS: None

13. NEW BUSINESS

A. Nominate Council Members to Serve on Boards and Subcommittees [Action: Discuss and Provide Direction (Bell)]

The following Board and Subcommittee Appointments were made for 2023:

Joint Powers Authorities and other Interagency Regulatory Bodies of which the City is a Member

	<u>Delegate/Primary</u>	<u>Alternate</u>
Association of Bay Area Governments (ABAG)	Toms	Sasai
Marin Clean Energy (MCE)	Murphy	Toms
Pinole/Hercules Wastewater Subcommittee	Tave/Toms	Murphy
West Contra Costa Integrated Waste Management Authority (WCCIMA, "RecycleMore")	Tave	Murphy
West Contra Costa Transportation Advisory Committee (WCCTAC)	Martinez-Rubin	Sasai
Western Contra Costa Transit Authority ("WestCAT")	Martinez-Rubin/Toms	Murphy

Interagency Collaboration Bodies of which the City is a Member

Bayfront Chamber of Commerce	Sasai	
Contra Costa Mayors Conference	Murphy	Toms

East Bay Division League of California Cities	Murphy	Toms
West County Mayors and Supervisors Association	Murphy	Toms

Subcommittees of the Pinole City Council

Finance Subcommittee	Mayor, Mayor Pro Tem & City Treasurer
Committee on Memorials	Tave/Toms
Municipal Code Ad-Hoc Subcommittee	Tave/Toms
Planning Commission Interview Ad-Hoc Subcommittee	Toms/Martinez-Rubin
TAPS & Community Services Commission Interview Ad-Hoc Subcommittee	Tave/Sasai
Participants in Formation Process of East Bay Wildfire Prevention and Vegetation Management Joints Powers Authority	Toms/Tave
Historic Preservation Overlay/Old Town Design Guideline Review Ad-Hoc Subcommittee*	
<i>*Committee Inactive at this time</i>	
Technology and Communication Subcommittee	Murphy/Tave
Project Labor Agreement Ad-Hoc Subcommittee	Tave/Toms

Council member Toms offered a motion seconded by Council member Martinez-Rubin to appoint Council member Martinez-Rubin as the Delegate and Council member Tave as the Alternate to the West Contra Costa Transportation Advisory Committee (WCCTAC) given Council member Tave's experience in capital projects and since she [Council member Toms] attended the meetings as part of her day job.

Council member Tave suggested Council member Sasai should serve as the Alternate to allow him to learn early given that WCCTAC was complicated and there was a lot to digest.

Council member Toms withdrew her motion.

Council member Martinez-Rubin commented she had served on WCCTAC since the beginning of the year and it was important for the delegate to be aware of how projects were planned regionally, with the more technical aspects discussed as part of the WCCTAC Technical Advisory Committee (TAC).

ACTION: Motion by Council member Martinez-Rubin/Mayor Pro Tem Toms to Appoint Council member Martinez-Rubin as the Delegate and Council member Sasai as the Alternate to the West Contra Costa Transportation Advisory Committee (WCCTAC).

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

Council member Tave offered a motion, seconded by Mayor Pro Tem Toms to appoint Mayor Pro Tem Toms and Council member Tave to the Municipal Code Ad-Hoc Subcommittee.

Council member Martinez-Rubin commented she had enjoyed serving on the Subcommittee in the past and in the event of an absence she would like to be able to step in.

City Attorney Casher advised there were Brown Act considerations since many items reviewed by the Subcommittee were ordinances, as an example, that also came to the City Council for action and only two Council members would be able to participate in any discussion about an ordinance, where an alternate would not be needed. If a delegate was unavailable for a Subcommittee meeting, the meeting would be rescheduled.

ACTION: Motion by Council member Tave/Mayor Pro Tem Toms to Appoint Mayor Pro Tem Toms and Council member Tave to the Municipal Code Ad-Hoc Subcommittee.

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

Mayor Murphy reported the list of Board and Subcommittee appointments would be brought back at the next City Council meeting to be approved by resolution.

The City Council returned to item 7D at this time.

D. Council Requests for Future Agenda Items

Mayor Pro Tem Toms requested a future agenda item to provide a proclamation to the Pinole Valley High School Varsity Football team for its First Place Championship in its division. Consensus given.

Council member Sasai requested a future agenda item for a procurement policy for general goods produced, such as letterhead, envelopes, business cards and banners, with a union printer to be used exclusively for those products. Consensus given.

City Manager Murray clarified the City did not have a procurement policy requiring a union printer for such goods.

Mayor Murphy requested a future agenda item to schedule a joint meeting of the Planning Commission and City Council before the end of February 2023, with staff to work with the Community Development Department to craft the agenda given upcoming new housing laws and the need for an update on current projects.

Council member Toms suggested a joint meeting of the Planning Commission and City Council be considered prior to the end of March 2023 since the City may receive comments from the State Department of Housing and Community Development (HCD) on the Housing Element that could be included in the discussion.

Mayor Murphy was willing to work with staff on an available date. Consensus given.

Mayor Murphy requested a future agenda item to discuss future action around Pinole Pride Day and wanted to see Pride Day and the incorporation of the City of Pinole incorporated into one event during the month of June. Consensus given.

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

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

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

Cordell Hindler, Richmond, understood that Hercules High School was short around 60 teachers, although the WCCUSD had held a job fair in the summer to retain teachers prior to the new school year. He congratulated both the Pinole Valley High School Girls Volleyball and Tennis Teams for their outstanding seasons, congratulated Mayor Murphy for being the youngest Mayor for the City of Pinole, shared a quote from Ed Sullivan and congratulated Council member Sasai for being the second youngest Council member in the City of Pinole. He also invited everyone to the Richmond Rotary Club Holiday Auction scheduled for December 9, 2022 at 12:30 p.m. at Richmond Country Club.

Anthony Vossbrink, Pinole, reported on the continual issues facing public health, safety and quality of life in Pinole, which included traffic lights up and down Pinole Valley Road and throughout the City, which continued to be an issue since several of the light poles were either damaged or inoperable for the past six months and more. He urged the new Mayor and City Council to address those issues. While he understood the Public Works Director was looking into cost-saving measures to address the issue, he suggested that would take away from the ambience in the City. He added that ingress/egress also needed to be addressed into the neighboring shopping centers and bulb-outs needed to be painted white or an iridescent color with reflecting markers or signage.

Alfred Wu, a resident of Berkeley, congratulated the new City Council and looked forward to Pride Month and new City leadership. He agreed that lighting was needed in the community, particularly at the bus stops in the downtown.

- 15. ADJOURNMENT** to the Regular City Council Meeting of December 20, 2022 in Remembrance of Amber Swartz.

At 9:40 p.m., Mayor Murphy adjourned the meeting to the Regular City Council Meeting of December 20, 2022 in Remembrance of Amber Swartz.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

9B WARRANT LISTING

By Vendor Name

Payment Dates 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: AIR10 - AIRGAS USA, LLC					
9132227019	100755	12/16/2022	100-231-42107	OXYGEN USP MED FIRE	55.97
				Vendor AIR10 - AIRGAS USA, LLC Total:	55.97
Vendor: ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE					
290131-1122-7550	100696	12/09/2022	100-221-42301	176TH ACADEMY RECRUIT TUITION 11/14/22-05/26/23	8,210.00
				Vendor ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE Total:	8,210.00
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 112422	100697	12/09/2022	100-222-42201	WATER FOR PD	251.27
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	251.27
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
2120244	100698	12/09/2022	100-116-42102	BENEFITS CONSULTING FEES DEC. 2022	2,083.33
				Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:	2,083.33
Vendor: 2463 - AMANDA VASQUEZ					
12052022	100699	12/09/2022	100-221-42302	MILEAGE TO POLICE ACADEMY PD	43.99
				Vendor 2463 - AMANDA VASQUEZ Total:	43.99
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378WL	100756	12/16/2022	525-118-43101	MESSAGING SERVICES FIRE	43.62
				Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:	43.62
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
6048C	100700	12/09/2022	100-345-42108	PEST CONTROL AT FERNANDEZ AND PVR BASEBALL FIELDS	250.00
				Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:	250.00
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
5172059852	100701	12/09/2022	100-342-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	42.96
5172059852	100701	12/09/2022	100-343-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	218.69
5172059852	100701	12/09/2022	500-642-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	128.86
5172062156	100701	12/09/2022	100-342-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	45.87
5172062156	100701	12/09/2022	100-343-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	233.54
5172062156	100701	12/09/2022	500-642-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	137.63
5172064101	100701	12/09/2022	100-342-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	43.06
5172064101	100701	12/09/2022	100-343-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	219.20
5172064101	100701	12/09/2022	500-642-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	129.17
5172066287	100701	12/09/2022	100-342-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	42.85
5172066287	100701	12/09/2022	100-343-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	218.14
5172066287	100701	12/09/2022	500-642-44410	MONTHLY STATEMENT- GENERAL MAINTENANCE	128.55
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	1,588.52
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
80495	100702	12/09/2022	100-343-44306	SET SCREWS FOR DOOR LOCK AT ALEX CLARK ROOM	10.98

WARRANT LISTING

Payment Dates: 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
80571	100702	12/09/2022	100-343-44306	KEY DUPLICATED	32.86
80622	100757	12/16/2022	100-343-44306	KEY DUPLICATES	72.37
80662	100702	12/09/2022	500-641-44306	KEYS DUPLICATED WPCP	78.89
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					195.10
Vendor: ATT01 - AT&T					
000019099015	100758	12/16/2022	525-118-43101	PHONE PD	2,807.59
Vendor ATT01 - AT&T Total:					2,807.59
Vendor: 1257 - AV8 TECHNOLOGIES					
SINV-00438	100759	12/16/2022	505-119-42106	SCALA MAINTENANCE TV	1,774.00
Vendor 1257 - AV8 TECHNOLOGIES Total:					1,774.00
Vendor: 2419 - BARG COFFIN LEWIS & TRAPP, LLP					
47281	100760	12/16/2022	207-344-42102	MONSANTO LITIGATION PW	770.00
Vendor 2419 - BARG COFFIN LEWIS & TRAPP, LLP Total:					770.00
Vendor: BAY01 - BAY AREA AIR QUALITY					
T145889	100703	12/09/2022	500-641-44304	PERMIT TO OPERATE FIRE STATION 12/01/22 - 12/1/23	1,574.00
Vendor BAY01 - BAY AREA AIR QUALITY Total:					1,574.00
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0036460	100704	12/09/2022	100-342-42514	PMS TRAFFIC CONTROL SIGNS	491.13
0036817	100704	12/09/2022	100-343-44306	BROOMS HEAD AND HANDLES TAMPING BAR FOR CY	341.87
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					833.00
Vendor: BEA03 - BEARING ENGINEERING CO.					
5627221	100705	12/09/2022	500-641-44306	COUPLING OIL SEAL SUPPLIES WPCP	294.29
Vendor BEA03 - BEARING ENGINEERING CO. Total:					294.29
Vendor: 2093 - BEST BEST & KRIEGER LLP					
953526	100761	12/16/2022	100-116-42102	PROFESSIONAL SERVICES THROUGH 11/30/22	524.00
Vendor 2093 - BEST BEST & KRIEGER LLP Total:					524.00
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
84766271	100762	12/16/2022	100-231-42101	MEDICAL SUPPLIES FIRE	671.69
84768040	100762	12/16/2022	100-231-42101	MIDAZOLAM MEICAL SUPPLIES FIRE	84.48
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					756.17
Vendor: CAP05 - C.A.P.E. ACCOUNTING					
11421	100706	12/09/2022	100-222-42401	CA ASSOCIATION PROPERTY & EVIDENCE PD	50.00
Vendor CAP05 - C.A.P.E. ACCOUNTING Total:					50.00
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
DECEMBER 2022	100763	12/16/2022	100-231-41008	LTD FIRE	324.50
DECEMBER 2022	100763	12/16/2022	105-231-41008	LTD FIRE	88.50
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					413.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000017011093	100764	12/16/2022	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB DECEMBER 2022	122,253.58
100000017011097	100764	12/16/2022	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB DECEMBER 2022	146,841.25
100000017011099	100764	12/16/2022	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB DECEMBER 2022	137.08
100000017011104	100764	12/16/2022	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB DECEMBER 2022	859.08
100000017011106	100764	12/16/2022	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB DECEMBER 2022	486.25
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					270,577.24

WARRANT LISTING

Payment Dates: 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CCP03 - CCP INDUSTRIES					
IN03160552	100765	12/16/2022	100-343-44410	EXAM GLOVES	541.35
Vendor CCP03 - CCP INDUSTRIES Total:					541.35
Vendor: 2060 - CENTRAL CONCRETE SUPPLY CO., INC.					
2211-107044	100707	12/09/2022	207-344-42514	SAND	573.71
2211-107653	100707	12/09/2022	207-344-42514	SAND	-573.71
2211-107654	100707	12/09/2022	207-344-42514	SAND	573.71
2211-108093	100707	12/09/2022	500-642-42514	BASE ROCK	47.81
Vendor 2060 - CENTRAL CONCRETE SUPPLY CO., INC. Total:					621.52
Vendor: CIT08 - CITY MECHANICAL, INC					
87862	100708	12/09/2022	209-553-42108	HVAC SERVICE CALL TINY TOTS	713.53
88539	100766	12/16/2022	100-222-42108	SERVICE CALL PUBLIC SAFETY BLDG.	4,434.89
Vendor CIT08 - CITY MECHANICAL, INC Total:					5,148.42
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
3305575	100709	12/09/2022	500-641-44305	THERMOMETER FRIDGE AND PRBE LAB WPCP	229.51
Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:					229.51
Vendor: COM20 - COMCAST					
0018658-11142022	100767	12/16/2022	100-231-43105	CABLE FIRE	49.55
0210511-11162022	100710	12/09/2022	100-222-43105	CABLE PD	170.84
0363450-11012022	100710	12/09/2022	215-341-43101	INTERNET CORRIDOR PROJECT PW	240.31
0413784-11182022	100767	12/16/2022	525-118-43101	INTERNET 2454 SIMAS	146.80
Vendor COM20 - COMCAST Total:					607.50
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
77349347	100768	12/16/2022	100-116-42101	DRUG TESTING	58.00
77426363	100768	12/16/2022	100-116-42101	PRE-EMPLOYMENT TEST	860.00
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					918.00
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
620608	100769	12/16/2022	100-343-44306	MS 194 TOP HANDLE SAW	493.19
Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:					493.19
Vendor: CON44 - CONTINENTAL ELECTRIC					
CEI 11968	100711	12/09/2022	100-345-42108	FERNANDEZ PARK REPAIR WIRING	770.00
Vendor CON44 - CONTINENTAL ELECTRIC Total:					770.00
Vendor: CONA7 - CONTRA COSTA FAMILY JUSTICE ALLIANCE					
2021PIN-06	100712	12/09/2022	100-222-42101	POLICE CHIEF CONTRIBUTION 7/1/21-6/30/22	375.14
2022PIN-06	100712	12/09/2022	100-222-42101	POLICE CHIEFS CONTRIBUTION 7/1/22-6/30/23	375.14
Vendor CONA7 - CONTRA COSTA FAMILY JUSTICE ALLIANCE Total:					750.28
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82154523	100770	12/16/2022	525-118-42510	REALQUEST CITYWIDE SOFTWARE	794.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					794.41
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
23110	100771	12/16/2022	100-221-42107	WINDSHIELD WIPERS PD	54.85
23111	100771	12/16/2022	100-221-42107	WINDSHIELD WIPERS PD	54.85
23122	100771	12/16/2022	100-221-42107	OIL CHANGE PD	71.85
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					181.55
Vendor: 1717 - CORY HIGGINS					
12072022	100772	12/16/2022	100-231-42302	TRAINING AND LODGING REIMBURSEMENT FIRE	716.94
Vendor 1717 - CORY HIGGINS Total:					716.94
Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
5540972-0013	100773	12/16/2022	100-343-42511	INSULATED BUCKET RENTAL	4,425.00

WARRANT LISTING

Payment Dates: 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
5540972-0014	100713	12/09/2022	100-343-42511	INSULATED BUCKET TRUCK CY	4,425.00
Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:					8,850.00
Vendor: DAS02 - DASH MEDICAL GLOVES, INC.					
INV1276438	100714	12/09/2022	100-222-42514	BLACK EXAM GLOVES SMALL LARGE XLARGE PD	313.20
Vendor DAS02 - DASH MEDICAL GLOVES, INC. Total:					313.20
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
614849	100774	12/16/2022	100-116-42101	FINGERPRINTING SERVICES	32.00
614849	100774	12/16/2022	100-221-42110	FINGERPRINTING SERVICES	81.00
621224	100774	12/16/2022	100-116-42101	FINGER PRINTING SERVICES	96.00
621224	100774	12/16/2022	100-221-42101	FINGER PRINTING SERVICES	98.00
621224	100774	12/16/2022	100-221-42110	FINGER PRINTING SERVICES	240.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					547.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL230074	100715	12/09/2022	200-342-42101	SIGNALS AND LIGHTING BILLING JULY 2022 - SEPT. 22	3,052.61
SL230074	100715	12/09/2022	310-347-42101	SIGNALS AND LIGHTING BILLING JULY 2022 - SEPT. 22	97.32
SL230074	100715	12/09/2022	310-348-42101	SIGNALS AND LIGHTING BILLING JULY 2022 - SEPT. 22	324.44
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					3,474.37
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84847951	100716	12/09/2022	100-10601	ULSD CLEAR	5,598.33
84856611	100716	12/09/2022	100-10601	GASOLINE UNL	2,466.59
84868379	100775	12/16/2022	100-10601	GASOLINE UNL	2,066.06
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					10,130.98
Vendor: EBM01 - EBMUD					
231773-11182022	100717	12/09/2022	100-343-43102	2887 SIMAS AVE IRRIGATION USE ONLY	168.04
232841-11222022	100717	12/09/2022	100-345-43102	3790 PINOLE VALLEY RD- IRRIGATION USE ONLY	6,430.39
520575-11172022	100717	12/09/2022	100-345-43102	2690 BOX CANYON RD- IRRIGATION USE ONLY	168.04
556324-11172022	100717	12/09/2022	100-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	3,530.54
Vendor EBM01 - EBMUD Total:					10,297.01
Vendor: FAI03 - FAILSAFE TESTING, LLC					
12544	100718	12/09/2022	100-231-42107	TOTAL FEET OF GROUND LADDERS TESTED FIRE	534.24
Vendor FAI03 - FAILSAFE TESTING, LLC Total:					534.24
Vendor: FIR31 - FIRE PROTECTION MANAGEMENT, INC.					
119708	100719	12/09/2022	100-343-42108	PERFORM STATE ANNUAL INSP CH	430.00
119709	100719	12/09/2022	209-554-42108	PERFORM STATE REQUIRE ANNUAL INSP	430.00
119710	100719	12/09/2022	209-552-42108	PERFORM STATE ANNUAL INSP PSC	380.00
119711	100719	12/09/2022	209-553-42108	PERFORM STATE ANNUAL INSP 2450 SIMAS	305.00
119712	100719	12/09/2022	100-222-42108	PERFORM STATE ANNUAL INSP SAFETY BLDG	380.00
Vendor FIR31 - FIRE PROTECTION MANAGEMENT, INC. Total:					1,925.00
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-505831	100776	12/16/2022	100-342-42511	TRAFFIC SIGNALS	12,662.25
1-506209	100720	12/09/2022	100-343-42511	LIGHT TOWER RENTAL CY	452.95
Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:					13,115.20
Vendor: FIS01 - FISHER SCIENTIFIC					
8016184	100721	12/09/2022	500-641-44305	TIP RACK LAB SUPPLIES WPCP	21.11
Vendor FIS01 - FISHER SCIENTIFIC Total:					21.11

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2443 - GALINDO TREE CARE INC.					
11212022	100777	12/16/2022	100-231-42512	DEAD TREES ON CAROL FIRE ACCESS	2,640.00
Vendor 2443 - GALINDO TREE CARE INC. Total:					2,640.00
Vendor: 2457 - GEOLINKS					
BD0119608	100778	12/16/2022	525-118-43101	CLEAR FIBER DIA 25	499.00
Vendor 2457 - GEOLINKS Total:					499.00
Vendor: GLO08 - GLOBALSTAR					
000000041463750	100779	12/16/2022	525-118-43101	TELECOMMUNICATION SERVICES	135.13
Vendor GLO08 - GLOBALSTAR Total:					135.13
Vendor: 1153 - GOVERNMENTJOBS.COM, INC					
INV-29799	100722	12/09/2022	100-116-42101	SUBSCRIPTION FOR GOVERNMENT JOBS	5,760.29
Vendor 1153 - GOVERNMENTJOBS.COM, INC Total:					5,760.29
Vendor: GRA03 - GRAINGER					
9519076880	100723	12/09/2022	100-345-44306	EXIT SWITCHES FOR PARK RESTROOMS	776.60
9522777235	100780	12/16/2022	500-641-44306	LADDER WPCP	527.60
Vendor GRA03 - GRAINGER Total:					1,304.20
Vendor: GRA15 - GRANICUS INC.					
154232	100781	12/16/2022	525-118-42510	ENCODING SOFTWARE	7,350.26
Vendor GRA15 - GRANICUS INC. Total:					7,350.26
Vendor: KEN14 - GREG KENNEDY RN					
112	100782	12/16/2022	100-231-42101	EMS CQI DUTIES FIRE	2,000.00
113	100782	12/16/2022	100-231-42101	EMS CQI DUTIES FIRE NOVEMBER 2022	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					4,000.00
Vendor: HAC01 - HACH COMPANY					
13348999	100724	12/09/2022	500-641-44305	LAB SUPPLIES WPCP	1,026.29
13353839	100724	12/09/2022	500-641-44305	LAB SUPPLIES WPCP	72.82
Vendor HAC01 - HACH COMPANY Total:					1,099.11
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
DECEMBER 2022	100783	12/16/2022	100-110-41002	HEALTH CARE DENTAL DECEMBER 2022	415.57
DECEMBER 2022	100783	12/16/2022	100-111-41002	HEALTH CARE DENTAL DECEMBER 2022	236.84
DECEMBER 2022	100783	12/16/2022	100-112-41002	HEALTH CARE DENTAL DECEMBER 2022	255.70
DECEMBER 2022	100783	12/16/2022	100-113-41002	HEALTH CARE DENTAL DECEMBER 2022	108.99
DECEMBER 2022	100783	12/16/2022	100-115-41002	HEALTH CARE DENTAL DECEMBER 2022	364.69
DECEMBER 2022	100783	12/16/2022	100-116-41002	HEALTH CARE DENTAL DECEMBER 2022	178.73
DECEMBER 2022	100783	12/16/2022	100-116-42514	HEALTH CARE DENTAL DECEMBER 2022	508.11
DECEMBER 2022	100783	12/16/2022	100-221-41002	HEALTH CARE DENTAL DECEMBER 2022	108.99
DECEMBER 2022	100783	12/16/2022	100-221-41002	HEALTH CARE DENTAL DECEMBER 2022	1,392.12
DECEMBER 2022	100783	12/16/2022	100-222-41002	HEALTH CARE DENTAL DECEMBER 2022	50.88
DECEMBER 2022	100783	12/16/2022	100-222-41002	HEALTH CARE DENTAL DECEMBER 2022	357.46
DECEMBER 2022	100783	12/16/2022	100-223-41002	HEALTH CARE DENTAL DECEMBER 2022	1,203.06
DECEMBER 2022	100783	12/16/2022	100-231-41002	HEALTH CARE DENTAL DECEMBER 2022	1,240.06

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
DECEMBER 2022	100783	12/16/2022	100-341-41002	HEALTH CARE DENTAL DECEMBER 2022	229.61
DECEMBER 2022	100783	12/16/2022	100-343-41002	HEALTH CARE DENTAL DECEMBER 2022	1,112.93
DECEMBER 2022	100783	12/16/2022	105-221-41002	HEALTH CARE DENTAL DECEMBER 2022	601.53
DECEMBER 2022	100783	12/16/2022	105-231-41002	HEALTH CARE DENTAL DECEMBER 2022	180.53
DECEMBER 2022	100783	12/16/2022	105-231-41002	HEALTH CARE DENTAL DECEMBER 2022	50.88
DECEMBER 2022	100783	12/16/2022	106-222-41002	HEALTH CARE DENTAL DECEMBER 2022	127.85
DECEMBER 2022	100783	12/16/2022	106-231-41002	HEALTH CARE DENTAL DECEMBER 2022	108.99
DECEMBER 2022	100783	12/16/2022	209-551-41002	HEALTH CARE DENTAL DECEMBER 2022	255.70
DECEMBER 2022	100783	12/16/2022	209-552-41002	HEALTH CARE DENTAL DECEMBER 2022	91.58
DECEMBER 2022	100783	12/16/2022	209-554-41002	HEALTH CARE DENTAL DECEMBER 2022	115.07
DECEMBER 2022	100783	12/16/2022	212-461-41002	HEALTH CARE DENTAL DECEMBER 2022	255.70
DECEMBER 2022	100783	12/16/2022	212-462-41002	HEALTH CARE DENTAL DECEMBER 2022	178.73
DECEMBER 2022	100783	12/16/2022	500-641-41002	HEALTH CARE DENTAL DECEMBER 2022	914.04
DECEMBER 2022	100783	12/16/2022	500-642-41002	HEALTH CARE DENTAL DECEMBER 2022	229.61
DECEMBER 2022	100783	12/16/2022	505-119-41002	HEALTH CARE DENTAL DECEMBER 2022	255.70
DECEMBER 2022	100783	12/16/2022	998-20105	HEALTH CARE DENTAL DECEMBER 2022	380.42
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					11,510.07

Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES

SIN023243	100784	12/16/2022	105-115-42101	AUDIT SERVICE FINANCE	1,217.03
SIN023275	100784	12/16/2022	106-115-42101	AUDIT SERVICES FINANCE	1,517.03
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,734.06

Vendor: HOM01 - HOME DEPOT CREDIT SERVICE

NOVEMBER 2022	100725	12/09/2022	100-111-42201	CITYWIDE SUPPLIES	60.54
NOVEMBER 2022	100725	12/09/2022	100-222-44306	CITYWIDE SUPPLIES	155.94
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	48.74
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	32.74
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	25.43
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	22.61
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	52.34
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	178.70
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	66.25
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	75.60
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	77.05
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	87.97
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	108.12
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	114.52
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	132.79
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	143.96
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	217.31
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	254.24
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	231.58
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	63.06
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	186.42
NOVEMBER 2022	100725	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	14.09
NOVEMBER 2022	100725	12/09/2022	207-344-42107	CITYWIDE SUPPLIES	34.44
NOVEMBER 2022	100725	12/09/2022	209-552-42108	CITYWIDE SUPPLIES	160.93

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NOVEMBER 2022	100725	12/09/2022	209-553-42108	CITYWIDE SUPPLIES	98.26
NOVEMBER 2022	100725	12/09/2022	209-553-44306	CITYWIDE SUPPLIES	6.23
NOVEMBER 2022	100725	12/09/2022	500-641-42108	CITYWIDE SUPPLIES	635.06
NOVEMBER 2022	100725	12/09/2022	500-641-42108	CITYWIDE SUPPLIES	294.58
NOVEMBER 2022	100725	12/09/2022	500-641-44306	CITYWIDE SUPPLIES	74.41
NOVEMBER 2022	100725	12/09/2022	500-641-44306	CITYWIDE SUPPLIES	45.84
NOVEMBER 2022	100725	12/09/2022	500-641-44306	CITYWIDE SUPPLIES	217.17
NOVEMBER 2022	100725	12/09/2022	500-642-42514	CITYWIDE SUPPLIES	87.89
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					4,004.81
Vendor: IED02 - IEDA, INC.					
23977	100785	12/16/2022	100-116-42101	LABOR RELATIONS DECEMBER 2022	2,436.39
Vendor IED02 - IEDA, INC. Total:					2,436.39
Vendor: 2460 - INFOSEND, INC.					
222818	100726	12/09/2022	100-231-42101	DATA PROCESSING AND MAILING FIRE	5,118.67
Vendor 2460 - INFOSEND, INC. Total:					5,118.67
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X08352200	100727	12/09/2022	500-641-44305	DEIONIZATION SERVICE WPCP	537.85
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					537.85
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
245689	100728	12/09/2022	100-551-42511	PORTABLE TOILET RENTAL RECREATION	142.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					142.77
Vendor: 1285 - JACKSON LEWIS P.C.					
8146230	100786	12/16/2022	100-116-42102	LITIGATION MATTER	786.50
Vendor 1285 - JACKSON LEWIS P.C. Total:					786.50
Vendor: MEL05 - JAMES MELVIN					
DECEMBER 2022-1	100787	12/16/2022	100-117-41101	2022 RETIREE MEDICARE REIMB ADDITIONAL	10.80
Vendor MEL05 - JAMES MELVIN Total:					10.80
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
15105	100729	12/09/2022	209-554-42108	JANITORIAL SERVICES PYC	456.00
15106	100729	12/09/2022	209-552-42108	JANITORIAL SERVICE PSC	422.00
15107	100729	12/09/2022	209-552-43810	JANITORIAL SERVICE PSC	405.00
15108	100729	12/09/2022	209-553-42108	JANITORIAL SERVICE TINY TOTS	487.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,770.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000031651	100730	12/09/2022	500-641-44302	SLUDGE REMOVAL WPCP	4,913.84
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,913.84
Vendor: KEM03 - KEMIRA WATER SOLUTIONS, INC.					
9017772728	100731	12/09/2022	500-641-44303	KEMIRA PIX-311 BULK WPCP	13,193.88
Vendor KEM03 - KEMIRA WATER SOLUTIONS, INC. Total:					13,193.88
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
22-205	100788	12/16/2022	100-341-42101	APPIAN WAY PW22-0420 REVIEW	5,359.00
22-227	100788	12/16/2022	100-341-42101	PLAN REVIEW 2151 APPIAN WAY PW22-0420	699.00
22-228	100788	12/16/2022	100-341-42101	TRASH ENCLOSURE BP22-0282	116.50
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					6,174.50
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
11434	100732	12/09/2022	500-641-44303	ZETAG BAGS WPCP	12,834.49
11436	100732	12/09/2022	500-641-44303	ZETAG WPCP	6,341.75
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					19,176.24
Vendor: LAK01 - LAKESHORE					
788229112122	100733	12/09/2022	209-553-42514	SUPPLIES FOR TINY TOTS	56.50
Vendor LAK01 - LAKESHORE Total:					56.50

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: LAN15 - LANGUAGE LINE SERVICES					
10696621	100734	12/09/2022	100-223-42101	INTERPERTER SERVICES PD	117.50
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					117.50
Vendor: 2420 - LETCHER BROS. AUTO REPAIR, INC.					
94248	100789	12/16/2022	100-231-42107	REPAIRS TO 2008 FORD EXPEDITION FIRE	2,028.15
Vendor 2420 - LETCHER BROS. AUTO REPAIR, INC. Total:					2,028.15
Vendor: LEX03 - LEXIPOL, LLC					
INVLEX12407	100735	12/09/2022	100-222-42101	LAW ENFORCEMENT DAILY BULLETIN PD	3,416.67
Vendor LEX03 - LEXIPOL, LLC Total:					3,416.67
Vendor: CUR03 - LN CURTIS & SONS					
INV655028	100736	12/09/2022	100-221-44410	UNIFORM REQUIRED PATCHES PD	392.24
Vendor CUR03 - LN CURTIS & SONS Total:					392.24
Vendor: 2391 - MARIA CABRERA					
12082022	100790	12/16/2022	100-221-42107	REGISTRATION FEES FOR TWO VEHICLES PD	807.00
Vendor 2391 - MARIA CABRERA Total:					807.00
Vendor: 2464 - MARIA HUERTA					
12052022	100737	12/09/2022	100-221-42302	MILEAGE REIMBURSEMENT FOR PD ACADEMY	179.24
Vendor 2464 - MARIA HUERTA Total:					179.24
Vendor: ROB21 - MARY ROBERTS					
DECEMBER 2022	100791	12/16/2022	100-117-41101	2022 RETIREE MEDICARE REIMBURSEMENT DEC. 2022	170.10
Vendor ROB21 - MARY ROBERTS Total:					170.10
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
88266904	100738	12/09/2022	500-641-44306	SUPPLIES WPCP	66.52
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					66.52
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1792813	100792	12/16/2022	100-231-44410	FIT TEST SERVICE FIRE	1,542.94
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					1,542.94
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1393792	100793	12/16/2022	100-221-41008	LTD PD	534.60
1393792	100793	12/16/2022	100-223-41008	LTD PD	266.20
1393792	100793	12/16/2022	105-221-41008	LTD PD	89.10
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					889.90
Vendor: 2441 - NELSON CONNECTS					
6409864	100739	12/09/2022	100-341-42103	ADMINISTRATIVE ASSISTANT PW	1,140.48
6410513	100794	12/16/2022	100-341-42103	ADMINISTRATIVE ASSISTANT FOR PW	1,734.48
Vendor 2441 - NELSON CONNECTS Total:					2,874.96
Vendor: 2426 - NEW FRONTIER TENNIS					
11302022	100740	12/09/2022	209-554-36405	THANKSGIVING TENNIS CAMP RECREATION	617.40
Vendor 2426 - NEW FRONTIER TENNIS Total:					617.40
Vendor: 2043 - NORCAL KENWORTH					
G107590	100795	12/16/2022	500-641-42107	REPAIRS KING PINS WPCP	521.04
Vendor 2043 - NORCAL KENWORTH Total:					521.04
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
NOVEMBER 2022	100741	12/09/2022	100-343-42107	CITYWIDE SUPPLIES	140.37
NOVEMBER 2022	100741	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	66.84
NOVEMBER 2022	100741	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	18.65
NOVEMBER 2022	100741	12/09/2022	100-343-44306	CITYWIDE SUPPLIES	222.85
NOVEMBER 2022	100741	12/09/2022	500-641-44306	CITYWIDE SUPPLIES	78.98

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NOVEMBER 2022	100741	12/09/2022	500-642-42107	CITYWIDE SUPPLIES	39.49
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					567.18
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400978863	100742	12/09/2022	209-554-42108	MAINTENANCE SERVICE DEC. 2022 PYC	177.94
100400979352	100742	12/09/2022	100-343-42108	MAINTENANCE SERVICE DEC. 2022 CH	120.69
100400979382	100742	12/09/2022	100-222-42108	MAINTENACE SERVICE DEC. 2022 CH	124.60
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					423.23
Vendor: 2183 - PAC MACHINE COMPANY, INC.					
88143	100796	12/16/2022	500-641-44306	TSURUMI PUMP WPCP	666.55
Vendor 2183 - PAC MACHINE COMPANY, INC. Total:					666.55
Vendor: PAC41 - PACIFIC ECORISK					
18623	100743	12/09/2022	500-641-44305	NPDES ACUTE WET TESTING WPCP	1,046.00
Vendor PAC41 - PACIFIC ECORISK Total:					1,046.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
62246	100797	12/16/2022	100-222-42108	MONTHLY LANDSCAPE SERVICES	125.93
62246	100797	12/16/2022	100-231-42108	MONTHLY LANDSCAPE SERVICES	337.43
62246	100797	12/16/2022	100-343-42108	MONTHLY LANDSCAPE SERVICES	180.02
62246	100797	12/16/2022	100-345-42108	MONTHLY LANDSCAPE SERVICES	5,787.95
62246	100797	12/16/2022	200-342-42108	MONTHLY LANDSCAPE SERVICES	335.81
62246	100797	12/16/2022	201-343-42108	MONTHLY LANDSCAPE SERVICES	548.93
62246	100797	12/16/2022	209-552-42108	MONTHLY LANDSCAPE SERVICES	204.23
62246	100797	12/16/2022	209-553-42108	MONTHLY LANDSCAPE SERVICES	212.31
62246	100797	12/16/2022	209-557-42108	MONTHLY LANDSCAPE SERVICES	212.31
62246	100797	12/16/2022	310-347-42108	MONTHLY LANDSCAPE SERVICES	62.16
62246	100797	12/16/2022	310-348-42108	MONTHLY LANDSCAPE SERVICES	65.37
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					8,072.45
Vendor: PGE01 - PG&E					
0081-11172022	100744	12/09/2022	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	78.13
0209-11172022	100744	12/09/2022	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	84.94
0466-11182022	100744	12/09/2022	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	138.36
0466-11182022	100744	12/09/2022	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	207.53
0498-11092022	100744	12/09/2022	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	567.43
0813-11172022	100744	12/09/2022	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	53.70
0883-11102022	100744	12/09/2022	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	2,044.68
0883-11102022	100744	12/09/2022	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	408.94
0883-11102022	100744	12/09/2022	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,635.75
0887-12012022	100798	12/16/2022	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	71.98

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0923-11172022	100744	12/09/2022	100-110-43103	2131 PEAR ST	88.71
0923-11172022	100744	12/09/2022	100-111-43103	2131 PEAR ST	116.72
0923-11172022	100744	12/09/2022	100-112-43103	2131 PEAR ST	128.40
0923-11172022	100744	12/09/2022	100-115-43103	2131 PEAR ST	319.82
0923-11172022	100744	12/09/2022	100-116-43103	2131 PEAR ST	93.38
0923-11172022	100744	12/09/2022	100-117-43103	2131 PEAR ST	1,038.84
0923-11172022	100744	12/09/2022	100-343-43103	2131 PEAR ST	1,935.27
0923-11172022	100744	12/09/2022	200-342-43103	2131 PEAR ST	338.50
0923-11172022	100744	12/09/2022	212-461-43103	2131 PEAR ST	140.07
0923-11172022	100744	12/09/2022	212-462-43103	2131 PEAR ST	352.50
0923-11172022	100744	12/09/2022	285-464-43103	2131 PEAR ST	116.72
1093-12012022	100798	12/16/2022	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	546.15
1121-11172022	100744	12/09/2022	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	71.08
1156-11102022	100744	12/09/2022	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	2.70
1156-11102022	100744	12/09/2022	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	4.06
1233-11172022	100744	12/09/2022	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	81.18
1462-11102022	100744	12/09/2022	209-552-43103	2500 CHARLES ST SENIOR CENTER	362.52
1798-10272022	100744	12/09/2022	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	238.43
1798-11282022	100798	12/16/2022	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	157.63
2182-12012022	100798	12/16/2022	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	68.49
2222-11232022	100798	12/16/2022	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
2222-11232022	100798	12/16/2022	200-342-43103	STREET AND HIGHWAY LIGHTING	13,970.89
2222-11232022	100798	12/16/2022	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
2222-11232022	100798	12/16/2022	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
2620-11172022	100744	12/09/2022	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	102.31
2793-11172022	100744	12/09/2022	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	78.95
3029-11102022	100744	12/09/2022	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	104.09
3311-11172022	100744	12/09/2022	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	110.96
3537-11172022	100744	12/09/2022	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	83.48
3850-11172022	100744	12/09/2022	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	169.88
3914-11172022	100744	12/09/2022	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	333.24
4065-11172022	100744	12/09/2022	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	251.71
4193-11172022	100744	12/09/2022	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	58.88
4256-11282022	100798	12/16/2022	500-641-43103	11 TENNANT AVE	57,024.98
4368-11172022	100744	12/09/2022	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	131.62
5127-11172022	100744	12/09/2022	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	108.85
5137-11172022	100744	12/09/2022	209-557-43103	2450 SIMAS AVE SWIM CTR	1,963.46
5374-11172022	100744	12/09/2022	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	93.87

WARRANT LISTING

Payment Dates: 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
5387-11172022	100744	12/09/2022	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	8.88
6521-11282022	100798	12/16/2022	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	100.91
6897-11282022	100798	12/16/2022	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	64.29
6969-11172022	100744	12/09/2022	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	124.67
7114-11172022	100744	12/09/2022	200-342-43103	2429 SAN PABLO AVE	95.03
7186-11102022	100744	12/09/2022	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	156.87
7509-11172022	100744	12/09/2022	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	56.07
7547-11282022	100798	12/16/2022	100-222-43103	880 Tennent Ave-Public Safety Facility	3,221.46
7547-11282022	100798	12/16/2022	100-223-43103	880 Tennent Ave-Public Safety Facility	644.29
7547-11282022	100798	12/16/2022	100-231-43103	880 Tennent Ave-Public Safety Facility	2,577.17
8086-11172022	100744	12/09/2022	200-342-43103	N/S BORDER CITY OF PINOLE	111.46
8687-11172022	100744	12/09/2022	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	95.26
8716-11102022	100744	12/09/2022	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,286.18
9824-11172022	100744	12/09/2022	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	103.15
9900-11152022	100744	12/09/2022	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	127.24
9929-11282022	100798	12/16/2022	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	59.01
9961-11282022	100798	12/16/2022	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,991.66
9985-11172022	100744	12/09/2022	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	143.42
Vendor PGE01 - PG&E Total:					100,776.19
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3105814357	100799	12/16/2022	100-111-42203	LEASE EQUIPMENT	476.87
Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:					476.87
Vendor: 1009 - PRECISION IT CONSULTING					
12985	100800	12/16/2022	525-118-42101	PROFESSIONAL SERVICES	29,000.00
12985	100800	12/16/2022	525-118-42105	PROFESSIONAL SERVICES	820.00
12985	100800	12/16/2022	525-118-42105	PROFESSIONAL SERVICES	995.00
12985	100800	12/16/2022	525-118-42106	PROFESSIONAL SERVICES	138.18
12985	100800	12/16/2022	525-118-42106	PROFESSIONAL SERVICES	563.41
12986	100800	12/16/2022	525-118-42510	PROFESSIONAL SERVICES	3,467.00
Vendor 1009 - PRECISION IT CONSULTING Total:					34,983.59
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
81885	100801	12/16/2022	100-110-42201	CARD SHELLS FOR COUNCIL BUSINESS CARDS	724.35
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					724.35
Vendor: ROS08 - RSG, INC.					
1009347	100802	12/16/2022	750-463-42101	REAL ESTATE OPEN LISTING BROKER SERVICE	58.75
1009501	100802	12/16/2022	750-463-42101	REAL ESTATE OPEN LISTING BROKER SERVICE	293.75
Vendor ROS08 - RSG, INC. Total:					352.50
Vendor: 1714 - SHERRI D. LEWIS					
CC012PINOLE-FY2022/23	100747	12/09/2022	100-112-42101	PREPARE MINUTES CITY COUNCIL MTG. 11/15/22	1,012.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,012.50

WARRANT LISTING

Payment Dates: 12/3/2022 - 12/16/2022

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2048 - SONIC.NET, LLC					
1005245441	100803	12/16/2022	525-118-43101	SOFTWARE MAINTENANCE	449.00
Vendor 2048 - SONIC.NET, LLC Total:					449.00
Vendor: STA25 - STATE WATER RESOURCES CONTROL BOARD					
SW-0241847	100804	12/16/2022	207-344-42514	ANNUAL PERMIT FEE PHASE I MS4	10,602.00
Vendor STA25 - STATE WATER RESOURCES CONTROL BOARD Total:					10,602.00
Vendor: STE20 - STERICYCLE, INC.					
3006260297	100748	12/09/2022	100-222-42101	MEDICAL WASTE COLLECTION PD	60.45
Vendor STE20 - STERICYCLE, INC. Total:					60.45
Vendor: 2365 - TRIPEPI, SMITH AND ASSOCIATES, INC.					
9116	100749	12/09/2022	100-111-42101	PROFESSIONAL SERVICES	2,077.50
Vendor 2365 - TRIPEPI, SMITH AND ASSOCIATES, INC. Total:					2,077.50
Vendor: UNI38 - UNIVAR USA INC					
50735445	100750	12/09/2022	500-641-44303	SOD HYPO LIQUICHLOR WPCP	7,295.74
50743057	100750	12/09/2022	500-641-44303	SOD BISULFITE BULK WPCP	7,927.81
50762021	100805	12/16/2022	500-641-44303	SOD HYPO LIQUICHLOR K2 WPCP	6,912.94
Vendor UNI38 - UNIVAR USA INC Total:					22,136.49
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
508866	100806	12/16/2022	100-343-42108	JANITORIAL SERVICES CH NOVEMBER 2022	1,234.00
508867	100806	12/16/2022	100-222-42108	JANITORIAL SERVICES NOVEMBER 2022 SAFETY BLDG	2,523.00
508868	100806	12/16/2022	209-557-42108	JANITORIAL SERVICES NOVEMBER 2022	1,333.00
508869	100806	12/16/2022	100-222-42108	JANITORIAL SERVICE FIRE NOVEMBER 2022	157.00
508870	100806	12/16/2022	500-641-42108	JANITORIAL SERVICES WPCP NOVEMBER 2022	508.00
5643-1	100751	12/09/2022	100-343-42108	JANITORIAL SUPPLIES CY	214.95
5912	100806	12/16/2022	100-231-42108	JANITORIAL SUPPLIES FIRE	279.79
5984	100751	12/09/2022	100-343-42108	JANITORIAL SUPPLIES CY	699.79
6091	100751	12/09/2022	100-222-42108	JANITORIAL SUPPLIES PD	192.36
6092	100751	12/09/2022	100-343-42108	JANITORIAL SUPPLIES CH	192.36
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					7,334.25
Vendor: USB06 - US BANK					
488238676	100807	12/16/2022	525-118-42107	COPIER EQUIPMENT RENTAL CITYWIDE	2,501.86
NOVEMBER 2022	100752	12/09/2022	100-20018	CITYWIDE CREDIT CARD TRANSACTIONS NOV. 22	28,046.38
Vendor USB06 - US BANK Total:					30,548.24
Vendor: VER02 - VERIZON WIRELESS					
9920646669	100808	12/16/2022	525-118-43101	CELL PHONES CITYWIDE	5,280.48
Vendor VER02 - VERIZON WIRELESS Total:					5,280.48
Vendor: WKH00 - W K HYDRAULICS INC					
8705	100753	12/09/2022	500-641-44306	STEAM CLEANER WPCP	75.29
Vendor WKH00 - W K HYDRAULICS INC Total:					75.29
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
28518305	100754	12/09/2022	209-552-42108	PEST CONTROL MAINTENANCE	85.95
Vendor WES01 - WESTERN EXTERMINATOR CO. Total:					85.95
Grand Total:					690,805.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	449,640.52
105 - Measure S -2006	2,227.57
106 - MEASURE S-2014	1,753.87
200 - Gas Tax Fund	19,830.22
201 - Restricted Real Estate Maintenance Fund	876.03
207 - NPDES Storm Water Fund	11,980.15
209 - Recreation Fund	13,093.22
212 - Building & Planning	927.00
215 - Measure C and J Fund	240.31
285 - Housing Land Held for Resale	116.72
310 - Lighting & Landscape Districts	1,332.44
500 - Sewer Enterprise Fund	130,821.46
505 - Cable Access TV	2,241.29
525 - Information Systems	54,991.74
750 - Recognized Obligation Retirement Fund	352.50
998 - Payroll Clearing	380.42
Grand Total:	690,805.46

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	10,130.98
100-110-41002	Emp Benefits/Dental	415.57
100-110-42201	Office Expense	724.35
100-110-43103	Utilities/Electricity & Pow...	88.71
100-111-41002	Emp Benefits/Dental	236.84
100-111-42101	Prof Svcs/Professional Ser...	2,077.50
100-111-42201	Office Expense	60.54
100-111-42203	Office Exp/Shipping & Mai...	476.87
100-111-43103	Utilities/Electricity & Pow...	116.72
100-112-41002	Emp Benefits/Dental	255.70
100-112-42101	Prof Svcs/Professional Ser...	1,012.50
100-112-43103	Utilities/Electricity & Pow...	128.40
100-113-41002	Emp Benefits/Dental	108.99
100-115-41002	Emp Benefits/Dental	364.69
100-115-43103	Utilities/Electricity & Pow...	319.82
100-116-41002	Emp Benefits/Dental	178.73
100-116-42101	Prof Svcs/Professional Ser...	9,242.68
100-116-42102	Prof Svcs/Attorney Servic...	3,393.83
100-116-42514	Admin Exp/Special Depart	508.11
100-116-43103	Utilities/Electricity & Pow...	93.38
100-117-41004	Emp Benefits/PERS Retir...	270,577.24
100-117-41101	Retiree Benefits/Medical-...	180.90
100-117-43103	Utilities/Electricity & Pow...	1,038.84
100-20018	Accounts Payable/CalCard	28,046.38
100-221-41002	Emp Benefits/Dental	1,501.11
100-221-41008	Emp Benefits/Long Term ...	534.60
100-221-42101	Prof Svcs/Professional Ser...	98.00
100-221-42107	Prof Svcs/Equipment Mai...	988.55
100-221-42110	Prof Svcs/Fingerprinting	321.00
100-221-42301	Travel & Training/Conf-Re...	8,210.00
100-221-42302	Travel & Training/Mileage,..	223.23
100-221-44410	Safety Clothing	392.24
100-222-41002	Emp Benefits/Dental	408.34
100-222-42101	Prof Svcs/Professional Ser...	4,227.40
100-222-42108	Prof Svcs/Building-Structu...	7,937.78
100-222-42201	Office Expense	251.27
100-222-42401	Dues & Pub/Memberships	50.00

Account Summary

Account Number	Account Name	Payment Amount
100-222-42514	Admin Exp/Special Depart	313.20
100-222-43103	Utilities/Electricity & Pow...	5,266.14
100-222-43105	Utilities/Cable	170.84
100-222-44306	Other Materials Supp/Ma...	155.94
100-223-41002	Emp Benefits/Dental	1,203.06
100-223-41008	Emp Benefits/Long Term ...	266.20
100-223-42101	Prof Svcs/Professional Ser...	117.50
100-223-43103	Utilities/Electricity & Pow...	1,053.23
100-231-41002	Emp Benefits/Dental	1,240.06
100-231-41008	Emp Benefits/Long Term ...	324.50
100-231-42101	Prof Svcs/Professional Ser...	9,874.84
100-231-42107	Prof Svcs/Equipment Mai...	2,618.36
100-231-42108	Prof Svcs/Building-Structu...	617.22
100-231-42302	Travel & Training/Mileage,...	716.94
100-231-42512	Admin Exp/Abatement	2,640.00
100-231-43103	Utilities/Electricity & Pow...	4,780.35
100-231-43105	Utilities/Cable	49.55
100-231-44410	Safety Clothing	1,542.94
100-341-41002	Emp Benefits/Dental	229.61
100-341-42101	Prof Svcs/Professional Ser...	6,174.50
100-341-42103	Prof Svcs/Temporary Serv...	2,874.96
100-342-42511	Admin Exp/Equipment Re...	12,662.25
100-342-42514	Admin Exp/Special Depart	491.13
100-342-44410	Safety Clothing	174.74
100-343-41002	Emp Benefits/Dental	1,112.93
100-343-42107	Prof Svcs/Equipment Mai...	140.37
100-343-42108	Prof Svcs/Building-Structu...	3,071.81
100-343-42511	Admin Exp/Equipment Re...	9,302.95
100-343-43102	Utilities/Water	168.04
100-343-43103	Utilities/Electricity & Pow...	2,018.75
100-343-44306	Other Materials Supp/Ma...	3,393.13
100-343-44410	Safety Clothing	1,430.92
100-345-42108	Prof Svcs/Building-Structu...	6,807.95
100-345-43102	Utilities/Water	10,128.97
100-345-43103	Utilities/Electricity & Pow...	665.48
100-345-44306	Other Materials Supp/Ma...	776.60
100-551-42511	Admin Exp/Equipment Re...	142.77
105-115-42101	Prof Svcs/Professional Ser...	1,217.03
105-221-41002	Emp Benefits/Dental	601.53
105-221-41008	Emp Benefits/Long Term ...	89.10
105-231-41002	Emp Benefits/Dental	231.41
105-231-41008	Emp Benefits/Long Term ...	88.50
106-115-42101	Prof Svcs/Professional Ser...	1,517.03
106-222-41002	Emp Benefits/Dental	127.85
106-231-41002	Emp Benefits/Dental	108.99
200-342-42101	Prof Svcs/Professional Ser...	3,052.61
200-342-42108	Prof Svcs/Building-Structu...	335.81
200-342-43103	Utilities/Electricity & Pow...	16,441.80
201-343-42108	Prof Svcs/Building-Structu...	548.93
201-343-43103	Utilities/Electricity & Pow...	327.10
207-344-42102	Prof Svcs/Attorney Servic...	770.00
207-344-42107	Prof Svcs/Equipment Mai...	34.44
207-344-42514	Admin Exp/Special Depart	11,175.71
209-551-41002	Emp Benefits/Dental	255.70
209-552-41002	Emp Benefits/Dental	91.58
209-552-42108	Prof Svcs/Building-Structu...	1,253.11
209-552-43103	Utilities/Electricity & Pow...	3,354.18
209-552-43810	Program Cost/Center Mai...	405.00

Account Summary

Account Number	Account Name	Payment Amount
209-553-42108	Prof Svcs/Building-Structu...	1,816.10
209-553-42514	Admin Exp/Special Depart	56.50
209-553-44306	Other Materials Supp/Ma...	6.23
209-554-36405	Recreation Chg/Summer P..	617.40
209-554-41002	Emp Benefits/Dental	115.07
209-554-42108	Prof Svcs/Building-Structu...	1,063.94
209-554-43103	Utilities/Electricity & Pow...	141.06
209-557-42108	Prof Svcs/Building-Structu...	1,545.31
209-557-43103	Utilities/Electricity & Pow...	1,963.46
209-558-43103	Utilities/Electricity & Pow...	156.87
209-559-43103	Utilities/Electricity & Pow...	251.71
212-461-41002	Emp Benefits/Dental	255.70
212-461-43103	Utilities/Electricity & Pow...	140.07
212-462-41002	Emp Benefits/Dental	178.73
212-462-43103	Utilities/Electricity & Pow...	352.50
215-341-43101	Utilities/Telephone	240.31
285-464-43103	Utilities/Electricity & Pow...	116.72
310-347-42101	Prof Svcs/Professional Ser...	97.32
310-347-42108	Prof Svcs/Building-Structu...	62.16
310-347-43103	Utilities/Electricity & Pow...	383.15
310-348-42101	Prof Svcs/Professional Ser...	324.44
310-348-42108	Prof Svcs/Building-Structu...	65.37
310-348-43103	Utilities/Electricity & Pow...	400.00
500-641-41002	Emp Benefits/Dental	914.04
500-641-42107	Prof Svcs/Equipment Mai...	521.04
500-641-42108	Prof Svcs/Building-Structu...	1,437.64
500-641-43103	Utilities/Electricity & Pow...	60,311.16
500-641-44302	Other Materials Supp/Slu...	4,913.84
500-641-44303	Other Materials Supp/Ch...	54,506.61
500-641-44304	Other Materials Supp/Pe...	1,574.00
500-641-44305	Other Materials Supp/Lab...	2,933.58
500-641-44306	Other Materials Supp/Ma...	2,125.54
500-642-41002	Emp Benefits/Dental	229.61
500-642-42107	Prof Svcs/Equipment Mai...	39.49
500-642-42514	Admin Exp/Special Depart	135.70
500-642-43103	Utilities/Electricity & Pow...	655.00
500-642-44410	Safety Clothing	524.21
505-119-41002	Emp Benefits/Dental	255.70
505-119-42106	Prof Svcs/Software Maint...	1,774.00
505-119-43103	Utilities/Electricity & Pow...	211.59
525-118-42101	Prof Svcs/Professional Ser...	29,000.00
525-118-42105	Prof Svcs/Network Maint...	1,815.00
525-118-42106	Prof Svcs/Software Maint...	701.59
525-118-42107	Prof Svcs/Equipment Mai...	2,501.86
525-118-42510	Admin Exp/Software Purch	11,611.67
525-118-43101	Utilities/Telephone	9,361.62
750-463-42101	Prof Svcs/Professional Ser...	352.50
998-20105	Sal & Ben Payable/Dental ...	380.42
Grand Total:		<u>690,805.46</u>

Project Account Summary

Project Account Key

None

Payment Amount

690,805.46

Grand Total:

690,805.46Approved By: 

Date: 12/15/2022



CITY COUNCIL REPORT

9C

DATE: DECEMBER 20, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

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

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the continued use of remote teleconference meetings pursuant to AB 361.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make resources available and formalize emergency actions across multiple state agencies and departments to help the State prepare for the spread of the novel coronavirus disease ("COVID-19"). The State of Emergency will expire on February 28, 2023.

On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local state of emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The local emergency expired on March 31, 2022.

All meetings of the City Council and the City's other legislative bodies, such as the Planning Commission, are open and public, as required by the Ralph M. Brown Act (Government Code section 54950 *et seq.*, "Brown Act"). Any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means during a declared state of emergency and in order to slow the spread of COVID-19. On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 will sunset on January 1, 2024.

Under AB 361, a public agency may hold a remote meeting if a proclaimed state of emergency is in effect and: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) the public agency holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) the public agency holds a meeting and has previously determined by majority vote that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. A local agency must make a finding by

majority vote that one or more of these conditions exist every thirty (30) days to continue using the bill's exemption to the Brown Act rules.

On October 19, 2021, the City Council adopted a resolution authorizing remote teleconference meetings pursuant to AB 361 and established virtual meetings for all City Council and City Council appointed Board and Commission meetings. The City has reevaluated its finding every thirty (30) days thereafter and reaffirmed the conditions under AB 361 continue to exist, in that either it continues to directly impact the ability of members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. City Council most recently reaffirmed its findings and adopted a Resolution authorizing continued remote meetings on November 15, 2022.

This staff report discusses whether the conditions under AB 361 continue to exist in order continue the use of remote teleconference meetings, including an in-person hybrid meeting format.

DISCUSSION

Since near the start of the COVID-19 pandemic the City has been able to conduct meetings of its legislative bodies remotely pursuant to Executive Order N-29-20, which suspended certain provisions of the Brown Act. The City has established virtual meetings for all City Council and City Council appointed Board and Commission meetings. The virtual meetings have allowed the Council and advisory bodies to continue to conduct City business from remote locations while ensuring the public's continued access to government meetings in a safe manner.

AB 361 provides for the continued use of remote meetings and exemption to the Brown Act during a proclaimed state of emergency upon a finding that state or local health officials continue to impose or recommend measures to promote social distancing. Such a finding is consistent with the goal of AB 361 "to improve and enhance public access to local agency meetings...by allowing broader access through teleconferencing options" consistent with Executive Order N-29-20.

The conditions that justified the City Council adopting the Resolution Authorizing Remote Teleconference Meetings Pursuant to AB 361 in its meeting of October 19, 2021 continue to exist. The Centers for Disease Control and Prevention ("CDC") continues to recommend measures based upon COVID-19 community levels based on their local context and their unique needs in efforts to slow the spread of COVID-19 and reduce the rate of infection. The CDC looks at three metrics: new COVID-19 admissions per 100,000 population in the past 7 days; the percent of staffed inpatient beds occupied by COVID-19 patients; and total new COVID-19 cases per 100,000 population in the past 7 days, to determine the COVID-19 community level. Social distancing is just one of the recommended practice measures and must be taken into consideration with the risk in a particular setting, including local COVID-19 Community Levels and the important role of ventilation.

Effective March 1, 2022, the CDC and California Department of Health requirement for unvaccinated persons to mask in indoor public settings and businesses was replaced by a strong recommendation that all persons, regardless of vaccine status, mask in indoor public settings and businesses including meetings and state and local government offices serving the public. On March 11, 2022, the universal masking requirement for K-12 and Childcare settings terminated. Effective April 20, 2022, in alignment with the CDC's announcement that its order requiring masking on public transportation and at transportation hubs is no longer in effect, California's requirement for masking on public transit and in transportation hubs terminated.

Notwithstanding, the California Department of Health continues to recommend that individuals in these settings continue to wear a mask and is maintaining the masking requirements in specified high-risk settings such as healthcare facilities, long-term care facilities, and homeless and emergency shelters. The California Department of Health continues to find that wearing a face mask in indoor public settings, regardless of vaccination status, remains a critical component for protecting those that are most vulnerable in our communities, including the unvaccinated, the immunocompromised, or those at risk for severe disease and illness.

At present, the Contra Costa County Community Level of spread is categorized as medium. In line with the State of California requirements, social distancing is currently recommended in crowded, indoor places for people at lower and higher risk for severe illness. Masks are required in high-risk settings, including homeless shelters, emergency shelters, cooling and heating centers, State and local correctional facilities and detention centers.

On September 20, 2021, and again on March 1, 2022, the Health Officer for Contra Costa County issued recommendations for safely holding public meetings. The recommendations were most recently revised on December 7, 2022. At present, the Contra Costa County Health Officer strongly recommends the use of online meetings as an alternative to in-person meetings, offering the public the opportunity to attend via a call-in or an internet-based service option, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person. Remote options and social distancing for those present continues to be the recommended format for public meetings as it presents the lowest risk of transmission of COVID-19.

The proposed resolution re-affirms the necessary findings in order for the City Council, and all of the City's legislative bodies, to continue remote teleconference meetings pursuant to AB 361. Additionally, the resolution is necessary in order to allow Staff to return to an in-person hybrid format to allow those at higher risk and/or concern about COVID-19 an alternative to participating in person.

FISCAL IMPACT

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

ATTACHMENTS

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

RESOLUTION NO. 2022-XX

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

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

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

WHEREAS, the State of Emergency declared by Governor Newsom remains in effect until February 28, 2023; and

WHEREAS, on March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The local emergency expired on March 31, 2022; and

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

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

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

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

WHEREAS, on February 25, 2022, Governor Newsom issued Executive Order N-04-22 further extending the sunset of the State of Emergency to an unspecified date and the State of Emergency continues to present; and

WHEREAS, AB 361 provides that it will sunset on January 1, 2024; and

WHEREAS, in order for legislative bodies to conduct meetings via teleconferencing pursuant to AB 361 (2021), a proclaimed State of Emergency must exist and either State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on October 19, 2021, the City Council adopted Resolution Of The City Council Of The City Of Pinole Authorizing Remote Teleconference Meetings Pursuant To AB 361 upon a finding that the requisite conditions exist for the legislative bodies of the City of Pinole to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

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

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

WHEREAS, on August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued Health Order No. COVID19-51, for nearly all individuals to wear masks when inside public spaces and such mandate remains in effect in specified high-risk settings, consistent with California Department of Health recommendations including public transit, healthcare settings and congregate living; and

WHEREAS, on September 20, 2021, and reaffirmed on December 7, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings strongly recommending the availability of remote access as an alternative to participating in person at meetings as it presents the lowest risk of transmission of COVID-19 and such recommendation remains in effect; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) recommends safety measures based upon COVID-19 community levels based on their local context and their unique needs in efforts to slow the spread of COVID-19 and reduce the rate of infection; and

WHEREAS, the current Contra Costa County Community Level of spread is categorized as medium such that the Contra Costa County Health Officer recommends social distancing in crowded, indoor places to slow the spread of COVID-19 and reduce the rate of infection; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the City Council deems it necessary to invoke the provisions of AB 361 related to teleconferencing; and

WHEREAS, the City Council desires to provide a way for the Council, staff, and members of the public to participate in meetings remotely as an alternative to having to attend meetings in person; and

WHEREAS, the City Council hereby finds that the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants would present imminent risks to the health or safety of certain attendees, including legislative bodies and staff, during in person meetings; and

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

WHEREAS, the City Council has re-affirmed the necessary findings in order for the City Council, and all of the City's other legislative bodies, to continue to hold remote teleconference meetings pursuant to AB 361, in whole or in part, and on that basis adopted a Resolution Of The City Council Of The City Of Pinole Authorizing Continued Remote Teleconference Meetings Pursuant To AB 361 on November 16, 2021, and every thirty (30) days thereafter; and

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

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

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings, in whole or in part, without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:

- a) The City Council has reconsidered the circumstances of the State of Emergency; and
- b) Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

3. The City Council and all of the City's other legislative bodies may continue to meet remotely in compliance with AB 361 (2021), whether in whole or part, in order to better ensure the health and safety of the public.

4. The City Council will revisit the need to conduct meetings remotely within thirty (30) days of the adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 20th day of December, 2022, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 20^h day of December, 2022.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

9D

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER BELL, CITY CLERK

SUBJECT: APPROVE THE 2023 COUNCIL COMMITTEE ASSIGNMENT LIST

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the 2023 Council Committee Assignment List.

BACKGROUND

At the December 6, 2022 City Council meeting, Council reviewed and amended a draft 2023 Council Committee Assignment List created by staff based on the standard mayoral succession and 2022 assignments.

REVIEW AND ANALYSIS

Attached is the 2023 Council Committee Assignment List that reflects Council's direction from the December 6, 2022 meeting.

All appointments on this list are subject to Council discretion, including appointments to ad-hoc committees that are approved during the year. Staff will disseminate the 2023 list to the Council and to the respective boards and outside agencies. Council assignments are also uploaded on the City Council webpage.

FISCAL IMPACT

There are no fiscal impacts associated with this action.

ATTACHMENTS:

- A. Resolution
- B. 2023 Council Committee Assignment List

ATTACHMENT A

RESOLUTION 2022 - XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, APPROVING THE PINOLE CITY COUNCIL COMMITTEE APPOINTMENT LIST

WHEREAS, the City Council of the City of Pinole has established various Ad-Hoc Committees designed to aid the City Council in the conduct of the public's business; and

WHEREAS, in addition, the City of Pinole has representation on various county, local, regional Boards and Committees as a means of furthering the City's interests; and

WHEREAS, representation on various regional board and committees require attendance by the Mayor and Mayor Pro Tem; and

WHEREAS, designated City Council representatives appointed to the various boards, commissions and committees serve for one-year terms expiring in December of each year (except as otherwise noted in Exhibit A) following the reorganization of the new City Council; and

WHEREAS, on December 6, 2022, the City Council reviewed and recommended changes to the Committee Appointment list and directed staff to bring the item back on December 20, 2022 for approval.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the 2023 Council Committee Appointment List, hereunto attached as Exhibit A.

PASSED AND ADOPTED this 20th day of **December 2022**, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day of **December 2022**.

Heather Bell, CMC
City Clerk



2023 COUNCIL ASSIGNMENTS -

JOINT POWERS AUTHORITIES AND OTHER INTERAGENCY REGULATORY BODIES OF WHICH THE CITY IS A MEMBER

1. **ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)**
 Meetings: Spring General Assembly, / Fall General Assembly Dates TBD
 Delegate Attendance Mandatory at the 2 Annual Assembly Meetings
 Ex. Board meets 3rd Thursdays @ 7 p.m. in Jan., Mar., July, Sept. & Nov.
 Contact: Clerk of the Board: Fred Castro (415) 820-7913
 Delegate: Toms Alternate: Sasai
 NOTE: Membership Reinstated in FY 2015- Approved September 2015
2. **MARIN CLEAN ENERGY (MCE)**
 Meetings: 3rd Thursday of every month at 7:00 p.m.
 Location: Rotational locations
 Contact: Darlene Jackson, Board Clerk and Executive Assistant (415) 464-6032
 Delegate: Murphy Alternate: Toms
3. **PINOLE / HERCULES WASTEWATER SUBCOMMITTEE**
 Meetings: Quarterly meetings required by the original agreement - currently conduct monthly meetings on 1st Thursday at 8:30 a.m.
 Location: Location alternates between cities
 Delegates: Tave/Toms Alternate: Murphy
4. **WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA, "RECYCLEMORE")**
 Meetings: Meets monthly – 2nd Thursday at 7:00 p.m.
 Location: San Pablo City Hall Council Chambers, One Alvarado Square, San Pablo
 Contact: 510-215-3125 Executive Director: Peter Holtzclaw
 Delegate: Tave Alternate: Murphy
5. **WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC)**
 Meetings: Meets monthly - Last Friday of every month from 8 a.m. to 10 a.m.
 Location: El Cerrito City Hall
 Contact: Staff Person: 510-210-5933, 510-210-5931
 Delegate: Martinez-Rubin Alternate: Sasai
6. **WESTERN CONTRA COSTA TRANSIT AUTHORITY ("WESTCAT")**
 Meetings: 2nd Thursday monthly at 6:30 p.m. (amended 5/6/09)
 Location: Pinole Council Chambers, 2131 Pear Street
 Contact: Staff: Mica McFadden - 724-3331 ex. 113
 Delegate: Martinez-Rubin/Toms Alternate: Murphy

VOLUNTARY INTERAGENCY COLLABORATION BODIES OF WHICH THE CITY IS A MEMBER

7. **BAYFRONT CHAMBER OF COMMERCE**
Meetings: TBA
Location: Varies
Delegate: Sasai
8. **CONTRA COSTA MAYORS CONFERENCE**
Meetings: First Thursday of each month at 6:30 p.m.
Location: Rotational locations
Delegate: (Mayor) Murphy (Mayor Pro Tem) Toms
9. **EAST BAY DIVISION, LEAGUE OF CALIFORNIA CITIES**
Meetings: 4th Thursday of every other month, except August & December
Board Meeting 6:30 p.m. / General Membership: 7:00 p.m.
Location: Rotational locations
Contact: Dawn Abrahamson, (925) 989-5674
Delegate: (Mayor) Murphy (Mayor Pro Tem) Toms
10. **WEST COUNTY MAYORS AND SUPERVISORS ASSOCIATION**
Meetings: 4th Thursday, monthly at 8:30 a.m.
Location: Rotational: Jan – June (Hercules) July – December (Richmond)
Contact: Hercules – Lori Martin
Delegate: (Mayor) Murphy: (Mayor Pro Tem) Toms

SUBCOMMITTEES OF THE PINOLE CITY COUNCIL

11. **FINANCE SUBCOMMITTEE:**
Meetings: Meet Quarterly/As Needed
Delegates: Mayor, Mayor Pro Tem & City Treasurer
Contact: City Manager, Finance Director, & City Clerk
Created: (Res. 2005-15)
12. **COMMITTEE ON MEMORIALS**
(limited duration / specific focus)
Meetings: TBD
Attendees: Tave/Toms
Created: November 1, 2016
13. **MUNICIPAL CODE AD-HOC SUBCOMMITTEE**
(limited duration / specific focus)
Meetings: TBD
Attendees: Tave/Toms
14. **PLANNING COMMISSION INTERVIEW AD-HOC SUBCOMMITTEE**
(limited duration / specific focus)
Attendees: Toms/Martinez-Rubin

15. **TAPS AND COMMUNITY SERVICES COMMISSION INTERVIEW AD-HOC SUBCOMMITTEE**
(limited duration / specific focus)
Attendees: Tave/Sasai
16. **PARTICIPANTS IN FORMATION PROCESS OF EAST BAY WILDFIRE PREVENTION AND VEGETATION MANAGEMENT JOINT POWERS AUTHORITY**
(limited duration / specific focus)
Meetings: TBD
Contacts: Toms/Tave
17. **TECHNOLOGY AND COMMUNICATION SUBCOMMITTEE**
Meetings: TBD
Attendees: Murphy/Tave
Created: October 19, 2021
18. **PROJECT LABOR AGREEMENT AD HOC SUBCOMMITTEE**
Meetings: TBD
Attendees: Tave/Toms
Created: November 1, 2022



CITY COUNCIL REPORT

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

**SUBJECT: RECEIVE THE DEVELOPMENT IMPACT FEE REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2022**

RECOMMENDATION

City staff recommends that the City Council receive the Development Impact Fee Report for the fiscal year ended June 30, 2022, and adopt a resolution finding that all development impact fees collected are expended, committed, or will be committed.

BACKGROUND

Recognizing that new construction of residential and commercial facilities may have growth-related impacts on existing public streets, facilities, and services, Chapter 5 of the California Government Code authorizes the collection of development impact fees. Sections 66000-66009 of the State's Government Code prescribe a method for the equitable and consistent collection of fees for public improvements and facilities that are needed to mitigate the impacts of new development. These statutes require that public agencies provide periodic fiscal reconciliations of the amount of growth impact fees assessed and collected against new construction, and the use of those fees collected.

Effective January 1, 1989, AB 1600 imposed specific accounting procedures regarding the collection and use of development impact fees. Specifically, Government Code Section 66001 (d) provides for an annual review of fees collected, based on a five year "holding and use" period following the deposit of the fees. AB 1600 requires the City to make findings annually, subsequent to the deposit of these fees, with respect to any portion of the fee that may remain unexpended, whether committed or uncommitted. The findings must identify the purpose to which the fee will be put, demonstrate a nexus between the fee and the purpose, identify the sources and amounts of anticipated funding used to complete incomplete improvements, and identify approximate dates on which the anticipated funding is expected to be expended.

Additionally, the provisions of AB 1600 expanded Government Code 66002(b), the accountability standard to require annual reviews of the proposed use of these fees through the inclusion of eligible projects in public agency capital improvement plans.

The FY 2022/23 – 2026/27 Five-Year Capital Improvement Plan (CIP), which includes projects eligible for funding using development impact fees, was approved by the City Council on June 21, 2022.

REVIEW AND ANALYSIS

In August of 1984, the City Council established a cumulative growth impact fee. Ordinance Number 462 provided fees to be collected from developers for both residential and business development impacts on public facilities and services and for residential impacts on parklands and recreation.

Pinole Municipal Code (PMC) 3.20.096 (b) allows for an annual adjustment to the amount of the impact fees by a percentage equal to the percentage change in the Engineering News Record Construction Cost Index for San Francisco Bay Area. The fees were updated to the following amounts effective September 1, 2022:

Activity Description		Single Family	Multi-Family	Office	Commercial	Industrial	Institutional
		<i>Fee per Dwelling Unit</i>		<i>Fee per 1,000 Building Square Feet</i>			
1	Police	\$1,148.95	\$870.42	\$435.21	\$139.27	\$348.17	\$34.82
2	Fire Protection	\$1,468.25	\$1,112.31	\$556.16	\$177.97	\$444.92	\$44.49
3	Public Facilities & Equipment	\$1,981.29	\$1,500.98	\$750.49	\$240.16	\$600.39	\$60.04
4	Wastewater	\$4,943.00	\$3,707.00	\$2,296.00	\$2,296.00	\$1,879.00	\$1,252.00
5	Transportation	\$414.83	\$294.53	\$555.87	\$1,389.68	\$365.05	\$1,053.67
6	Drainage	\$1,104.82	\$66.29	\$162.32	\$162.32	\$321.27	\$380.45
7	Parks and Recreation	\$8,013.78	\$6,071.05	n/a	n/a	n/a	n/a
8	Subtotal	\$19,074.92	\$13,622.58	\$4,756.05	\$4,405.40	\$3,958.80	\$2,825.47
9	Administration (3%)	\$572.25	\$408.68	\$142.68	\$132.16	\$118.76	\$84.76
10	Total	\$19,647.17	\$14,031.26	\$4,898.73	\$4,537.56	\$4,077.56	\$2,910.23

In addition, PMC 3.20.96 (c) requires a review of the basis of the impact fees at least once every five years to determine whether the fees are still reasonably related to the needs of new development. The last Development Impact Mitigation Fee Nexus Study was prepared by a consultant, PMC, in May 2008. The City is in the beginning stages of conducting an updated development impact fee study, which is expected to be completed by the end of FY 2022/23.

The City maintains separate funds for growth impact fees within the Growth Impact Fund - 276 and the Parkland Dedication Fund - 275. All interest earned on the fees is held and retained in these funds.

Growth Impact Fund - 276

The Growth Impact Fee Fund accounts for fees collected from developers for both residential and business development impacts on public facilities and services. The City has established development impact fees for the following facilities: police, fire protection, parks and recreation, wastewater, public facilities and equipment, traffic, and drainage. The revenue collected from the fees can be used for capital improvements, including the expansion, design, and construction of facilities.

Since the development impact fees have been put in place, the City has collected the following fees for the mitigation of growth impacts in the Growth Impact Fund – 276:

Fiscal Year	Fee Income &		Year End Residual Balance
	Interest	Expenditures	
Prior to 2008-09	\$ 3,162,923	\$ 2,924,091	\$ 237,979
2008-09 to 2016-17	225,773	564,213	(100,460)
2017-18	91,348	-	(9,113)
2018-19	82,480	-	73,367
2019-20	35,557	-	108,925
2020-21	32,567	-	141,492
2021-22	2,560,333	-	2,701,825
Totals	\$ 6,190,981	\$ 3,488,304	

As of June 30, 2022, the Growth Impact Fund has a fund balance of \$2,701,825. The fund balance has grown to \$2.7 million primarily due to the City collecting \$2.2 million in impact fees for a major multi-unit housing development in FY 2021/22.

Staff has reviewed the development impact fees collected from July 1, 2017 through June 30, 2022. No development impact fees collected more than five years ago, prior to July 1, 2017, remain unexpended or uncommitted.

Three projects have been identified for funding from impact fees in the FY 2022/23 through FY 2026/27 CIP adopted by the City Council on June 21, 2022:

- Project #SW1901 (Stormwater) Hazel Street Gap Closure – \$58,000
- Project #SW2001 Roble Road Storm Drainage Improvements (Stormwater) – \$350,000
- Project #RO1802 (Roads) Hazel Street Gap Closure – \$200,000

These projects are also noted in the Development Impact Fee Report included as Attachment A.

Parkland Dedication Fund - 275

The Parkland Dedication Fund accounts for fees collected from developers for residential impacts on parklands and recreation. These fees are collected pursuant to the City's Parkland Dedication Ordinance (Municipal Code 16.28) which requires as a

condition of approval for the subdivision of land, the dedication of park land or payment of a fee in-lieu of dedication, pursuant to California Government Code 66477 (the "Quimby Act"). The revenue collected from the fees can be used for capital improvements, including the acquisition and development of parks.

Since the development impact fees have been put in place, the City has collected the following fees for park and recreation projects in the Parkland Dedication Fund – 275:

Fiscal Year	Fee Income & Interest	Expenditures	Year End Residual Balance
Prior to 2008-09	\$ 2,424,729	\$ 2,311,672	\$ 113,072
2008-09 to 2016-17	64,764	161,381	16,455
2017-18	8,154	-	24,608
2018-19	36,528	-	61,137
2019-20	27,732	799	88,070
2020-21	16,378	-	104,448
2021-22	(8,595)	118,507	(22,654)
Totals	\$ 2,569,691	\$ 2,592,360	

As of June 30, 2022, Parkland Dedication Fund has a fund balance of -\$22,654. The negative fund balance stems from a transfer out in the amount of \$118,507 that was initially deposited into the Parkland Dedication Fund but should have been deposited into the Growth Impact Fund. The negative fund balance will be cleared with a future revenue source.

Findings

In accordance with California Government Code Section 66001(d), the City is reporting the following findings as of June 30, 2022:

- No development impact fees collected more than five years ago, prior to July 1, 2017, remain unexpended or uncommitted.

FISCAL IMPACT

Staff has reviewed the development impact fees collected from July 1, 2017 through June 30, 2022. For the Growth Impact Fund – 276 and the Parkland Dedication Fund – 275, no development impact fees collected prior to July 1, 2017, the subject compliance year of this report, remain unexpended or uncommitted.

ATTACHMENTS

A – Development Impact Fee Report for the year ended June 30, 2022

B – Resolution

DEVELOPMENT IMPACT FEE REPORT (AB 1600)

Fiscal Year Ended June 30, 2022



2131 Pear Street
Pinole, CA 94564

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EXECUTIVE SUMMARY

State law requires any local agency that imposes development impact fees to prepare an annual report providing specific information about those fees, including amounts collected and expended as well as balance. The City Council must review the annual report at a regularly scheduled meeting. Therefore, in accordance with State Government Code, Section 66006(b), this Development Impact Fee Report is being filed accordingly for the fiscal year ending June 30, 2022.

In 1984, Pinole City Council established a cumulative growth impact fee through the enactment of the State's Government Code Sections 66001-66099. Ordinance Number 462 provided fees to be collected from developers for both residential and business development impacts on public facilities and services and for residential impacts on parklands and recreation.

The City of Pinole collects development impact fees at the time a building permit is issued for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are to be used to finance the acquisition, construction, and improvement of public facilities needed as a result of the new development. Development impact fees have been established for the following public facilities: police, fire protection, parks and recreation, wastewater, public facilities and equipment, traffic, and drainage.

The City has established and maintained two separate special revenue funds to account for development fees collected. This report includes information on the Growth Impact Fund (Fund 276) and the Parkland Dedication Fund (Fund 275).

INTRODUCTION

Legal Requirements for Development Impact Fee Reporting

A. CALIFORNIA GOVERNMENT CODE SECTION 66006 (b)

California Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 development impact fees on new development. Annually, for each development impact fee collected and expended, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the type of fee in the account or fund;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected, and interest earned;
- Identification of each public improvement on which fee revenue was expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fee revenue;
- Identification of the approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvements on which the transfer or loan will be expended;
- The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

B. CALIFORNIA GOVERNMENT CODE SECTION 66001 (d)

For all funds established for the collection and expenditure of development impact fees, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements;
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

As of June 30, 2022, the City is reporting the following findings:

- Parkland Dedication Fund reports a balance of \$16,454 held past five years. These funds will be committed to an eligible park project in the next Capital

Improvement Plan (CIP).

C. ADDITIONAL NOTES

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a CIP indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and support the City's General Plan.

The City's current Fiscal Year (FY) 2022/23– 2026/27 Capital Improvement Plan can be found on the City's website at https://www.ci.pinole.ca.us/city_government/public_works/capital_projects.

D. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The City's Development Impact Fee Program has been in effect since September 19, 1984. The current Development Impact Fee was adopted on June 21, 2022. Adjustments to the fees may be made annually in accordance with the Engineering News Record Construction Cost Index-San Francisco Bay Area. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's capital improvements provide infrastructure to the residents and businesses in Pinole in order to keep pace with ongoing development in, and adjacent to the community. Information on current CIP projects that are funded from Development Impact Fees can be found on page 11. Impact fees may also be used to pay the principal, interest and other cost of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such facilities.

E. FUNDING OF INFRASTRUCTURE

The Fiscal Year 2022/23– 2026/27 CIP identifies all funding sources and amounts for individual projects through over the five-year period. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

F. CURRENT MAJOR CIP PROJECTS

Currently, there are not any major CIP projects being funded by development impact fees.

Description of Development Impact Fees

Police Facility Fee – To provide for the expansion, design and construction of police facilities, or to upgrade existing police facilities. To purchase vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Fire Protection Facility Fee – To provide for the expansion, design and construction of fire facilities, or to upgrade existing fire facilities. To purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Public Facility & Equipment Fee – To provide for the expansion, design and construction of municipal or community facilities, or to upgrade existing facilities; to purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Wastewater Facility Fee – To provide for the upgrade and expansion of sewer collection and wastewater treatment capacities at the Water Pollution Control Plant.

Transportation Facility Fee – To provide for traffic improvements that include arterial roadway and intersection improvements to accommodate new development.

Drainage Facility Fee – To provide for the expansion of drainage facilities to accommodate new development.

Parks and Recreation Fee – To provide for the acquisition and development of parks and recreation facilities.

Parkland Dedication Fee – To provide for the acquisition and development of parks as specified in the City's Parkland Dedication Ordinance (PDO) (Municipal Code Sec. 16.28) which requires as a condition of approval for the subdivision of land, the dedication of park land or payment of a fee in-lieu of dedication, pursuant to California Government Code 66477 (the "Quimby Act"). The Quimby Act allows the City to require the dedication of land for park purposes up to the rate of the existing acreage per 1,000 population, which stands at 3.34 acres. The City may collect the full AB1600 park impact fees for park acquisition and development at the issuance of building permits, but may not impose the land dedication requirement at the subdivision stage. The City may collect on either the PDO or the impact fee, but not both.

Current Fee Schedule

Development impact fees are reviewed annually, and adjustments may be made. Pinole Municipal Code (PMC) 3.20.096 (b) allows for an annual adjustment to the amount of the impact fees by a percentage equal to the percentage change in the Engineering News Record Construction Cost Index for San Francisco Bay Area. The fees were updated to the following amounts effective September 1, 2022:

Activity Description		Single Family	Multi-Family	Office	Commercial	Industrial	Institutional
		<i>Fee per Dwelling Unit</i>		<i>Fee per 1,000 Building Square Feet</i>			
1	Police	\$1,148.95	\$870.42	\$435.21	\$139.27	\$348.17	\$34.82
2	Fire Protection	\$1,468.25	\$1,112.31	\$556.16	\$177.97	\$444.92	\$44.49
3	Public Facilities & Equipment	\$1,981.29	\$1,500.98	\$750.49	\$240.16	\$600.39	\$60.04
4	Wastewater	\$4,943.00	\$3,707.00	\$2,296.00	\$2,296.00	\$1,879.00	\$1,252.00
5	Transportation	\$414.83	\$294.53	\$555.87	\$1,389.68	\$365.05	\$1,053.67
6	Drainage	\$1,104.82	\$66.29	\$162.32	\$162.32	\$321.27	\$380.45
7	Parks and Recreation	\$8,013.78	\$6,071.05	n/a	n/a	n/a	n/a
8	Subtotal	\$19,074.92	\$13,622.58	\$4,756.05	\$4,405.40	\$3,958.80	\$2,825.47
9	Administration (3%)	\$572.25	\$408.68	\$142.68	\$132.16	\$118.76	\$84.76
10	Total	\$19,647.17	\$14,031.26	\$4,898.73	\$4,537.56	\$4,077.56	\$2,910.23

DEVELOPMENT IMPACT FEE FINANCIAL REPORT

Combined Financial Summary

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Year Ended June 30, 2022

Description	Growth Impact (276)	Parkland Dedication (275)
REVENUE		
Fees-Police	\$ 156,954.13	\$ -
Fees-Fire	200,571.74	-
Fees-Transportation	53,135.70	-
Fees-Storm Drainage	12,970.73	-
Fees-Public Facilities	270,656.24	-
Fees-Wastewater	663,553.00	-
Fees-Administrative OH	-	-
Fees-Parks & Recreation	1,094,731.73	-
Interest	(10,747.65)	(8,594.79)
Other Revenue	118,507.15	-
Total Revenue	2,560,332.77	(8,594.79)
EXPENDITURES		
Expenditures	-	118,507.15
Total Expenditures	-	118,507.15
REVENUE OVER (UNDER) EXPENDITURES	2,560,332.77	(127,101.94)
Fund Balance, Beginning of Year	141,491.75	104,448.45
Fund Balance, End of Year	\$ 2,701,824.52	\$ (22,653.49)

Growth Impact Fund - 276

**Statement of Revenues, Expenditures and Changes in
Fund Balance
Last Five Fiscal Years**

Description	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
REVENUE					
Fees-Police	\$ 16,820.86	\$ 8,203.70	\$ 3,760.21	\$ 3,174.59	\$ 156,954.13
Fees-Fire	21,495.26	10,483.56	4,805.18	4,056.81	200,571.74
Fees-Transportation	30,737.54	5,685.73	1,298.42	1,748.86	53,135.70
Fees-Storm Drainage	5,911.02	4,571.92	1,303.69	3,018.60	12,970.73
Fees-Public Facilities	15,713.95	14,146.73	6,484.23	5,474.07	270,656.24
Fees-Wastewater	-	38,655.18	16,064.00	14,617.32	663,553.00
Fees-Administrative OH	-	-	-	-	-
Fees-Parks & Recreation	-	-	-	-	1,094,731.73
Interest	669.04	733.19	1,841.74	476.73	(10,747.65)
Other Revenue [1]	-	-	-	-	118,507.15
Total Revenue	91,347.67	82,480.01	35,557.47	32,566.98	2,560,332.77
EXPENDITURES					
Expenditures	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUE OVER (UNDER) EXPENDITURES	91,347.67	82,480.01	35,557.47	32,566.98	2,560,332.77
Fund Balance, Beginning of Year	(100,460.38)	(9,112.71)	73,367.30	108,924.77	141,491.75
Fund Balance, End of Year [2]	\$ (9,112.71)	\$ 73,367.30	\$ 108,924.77	\$ 141,491.75	\$ 2,701,824.52

Notes:

[1] Other revenue consists of a transfer of funds in the amount of \$118,507.15 that were initially deposited into the Parkland Dedication Fund – 275 but should have been deposited into the Growth Impact Fund – 276.

[2] As of June 30, 2022, the fund balance has grown to \$2.7 million primarily due to the City collecting \$2.2 million in impact fees for a major multi-unit development.

Parkland Dedication Fund - 275

**Statement of Revenues, Expenditures and Changes in
Fund Balance
Last Five Fiscal Years**

Description	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
REVENUE					
Fees-Parks & Recreation	\$ 8,014.00	\$ 36,183.44	\$ 26,226.93	\$ 16,026.78	\$ -
Interest	139.73	344.94	1,505.18	351.19	(8,594.79)
Other Revenue	-	-	-	-	
Total Revenue	8,153.73	36,528.38	27,732.11	16,377.97	(8,594.79)
EXPENDITURES					
Expenditures [1]	-	-	798.91	-	118,507.15
Total Expenditures	-	-	798.91	-	118,507.15
REVENUE OVER (UNDER) EXPENDITURES	8,153.73	36,528.38	26,933.20	16,377.97	(127,101.94)
Fund Balance, Beginning of Year	16,454.69	24,608.42	61,136.80	88,070.48	104,448.45
Fund Balance, End of Year	\$ 24,608.42	\$ 61,136.80	\$ 88,070.00	\$ 104,448.45	\$ (22,653.49)

Notes:

[1] Expenditures consists of a transfer of funds in the amount of \$118,507.15 that were initially deposited into the Parkland Dedication Fund - 275 but should have been deposited into the Growth Impact Fee Fund – 276. The resulting negative fund balance will be cleared with a future revenue source.

NOTES TO THE DEVELOPMENT IMPACT FEE REPORT

The Notes address two items required by California Government Code Section 66006 (b). First, Notes #1 and #2 provide information on bonds and notes payable associated with improvements to the City's wastewater system and upgrade to the Water Pollution Control Plant. Second, Note #3 provides information on refunds made, if applicable, due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE # 1 – BONDS

A. 2016 WASTEWATER REVENUE REFUNDING BONDS

On June 30, 2016, the City of Pinole issued an \$8,251,000 Wastewater Revenue Refunding Bond (Bank Qualified) to redeem its 2006 Wastewater Revenue Bonds which were issued to finance certain capital improvements to the City's wastewater system. The bonds bear annual interest at 2.95% which is payable semi-annually on March 1 and September 1 of each year through 2036. Principal payments are due annually beginning on September 1, 2016 through 2036. The bond is secured with pledged net wastewater revenues. As of June 20, 2022, the outstanding debt on the loan is \$6,321,000. Loan payments are due annually based on the payment schedule below:

Year Ending June 30,	2016 Wastewater Revenue	
	Principal	Interest
2023	341,000	181,440
2024	347,000	171,292
2025	362,000	160,834
2026	372,000	150,008
2027	381,000	138,901
2028-2032	2,089,000	516,029
2033-2037	2,429,000	183,564
Total	\$ 6,321,000	\$ 1,502,066
Due within one	\$ 341,000	\$ 181,440
Due after one year	5,980,000	1,320,627
Total	\$ 6,321,000	\$ 1,502,066

NOTE # 2 – NOTES PAYABLE

A. 2016 Clean Water State Revolving Fund

In May 2016, the City entered into a loan agreement with the State of California's State Water Resources Control Board for the purpose of financing its 50% share of the Pinole-Hercules Wastewater Pollution Control Plant Upgrade project to comply with Regional Water Quality Board NPDES permit requirements. Funds are drawn on the agreement as

work is completed up to the maximum amount of \$26.7 million plus any construction period interest. The loan accrues interest at a rate of 1.7% annually and is amortized over the life of the agreement through August 2049. Net revenues, defined as all sewer enterprise fund revenues less operations and maintenance costs (excluding depreciation and amortization expenses), is pledged as future debt service. As of June 20, 2022, the outstanding debt on the loan is \$24,105,949. Loan payments are due annually on each August 31 based on the payment schedule below:

Year Ending June 30,	2016 Clean Water State Revolving	
	Principal	Interest
2023	679,383	409,801
2024	690,932	398,252
2025	702,678	386,506
2026	714,624	374,560
2027	726,772	362,412
2028-2032	3,823,443	1,622,477
2033-2037	4,159,675	1,286,245
2038-2042	4,525,475	920,445
2043-2047	4,923,443	522,477
2048-2050	3,159,524	108,027
Total	\$ 24,105,949	\$ 6,391,201
Due within one	\$ 679,383	\$ 409,801
Due after one year	23,426,566	5,981,400
Total	\$ 24,105,949	\$ 6,391,201

NOTE # 3 – REFUNDS PAYABLE

A. REFUNDS OF DEVELOPER FEES

When the City no longer needs the funds for the purposes collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB 1600, the City may be required to refund, on a prorated basis, to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds. At this time, all fees being collected pursuant to the Development Fee Program have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE PROJECT IDENTIFICATION

The Development Impact Fee funded projects listed below conform to the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

Three projects have been identified for funding from impact fees in the FY 2022/23 - FY2026/27 Capital Improvement Plan adopted by the City Council on June 21, 2022:

Project Number and Title	Estimated Project Cost	Estimated Project Completion
SW1901 - Hazel Street Gap Closure	\$ 58,000	6/30/2023
SW2001 - Roble Road Storm Drainage Improvements (Stormwater)	\$ 350,000	6/30/2025
RO1802 - Hazel Street Gap Closure (Roads)	\$ 200,000	6/30/2025

All of the current projects including all funding sources and approximate dates of funding can be found in the FY 2022/23 - 2026/27 Capital Improvement Plan at https://www.ci.pinole.ca.us/city_government/public_works/capital_projects.

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, FINDING THAT DEVELOPMENT IMPACT FUNDS THROUGH FISCAL YEAR END JUNE 30, 2022 ARE EXPENDED, COMMITTED OR WILL BE COMMITTED

WHEREAS, Government Code §66001(d), effective January 1, 1989, requires the City to make findings once each fiscal year with respect to any portion of a growth impact fee remaining unexpended or uncommitted in its development fee account(s) five or more years after deposit of the fee, and to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, identify the sources and amounts of anticipated funding used to complete incomplete improvements and identify approximate dates on which the anticipated funding is expected to be deposited; and

WHEREAS, Government Code §66006(d), effective January 1, 1989, requires that a report documenting these findings must be made within 180 days following the conclusion of each fiscal year by the City; and

WHEREAS, City staff have reviewed and summarized the development impact fees collected and expended each fiscal year covering July 1, 2017 through June 30, 2022 to determine if any such development fees remain unexpended or uncommitted; and

WHEREAS, City staff have reviewed development impact fees collected prior to July 1, 2017, the subject compliance year of this report, and no funds remain unexpended or uncommitted.

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

Section 1. There are no funds remaining unexpended or uncommitted in the Growth Impact Fund – 276.

Section 2. There are no funds remaining unexpended or uncommitted in the Parkland Dedication Fund – 275.

PASSED AND ADOPTED this 20th day **December 2022**, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **20th** day of **December 2022**.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

9F

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR

SUBJECT: APPROVAL OF SOLID WASTE COLLECTION RATES (FEES)
EFFECTIVE JANUARY 1, 2023

RECOMMENDATION

City staff recommends that the City Council adopt a resolution authorizing Republic Services to increase the rates (fees) that it charges to Pinole customers, effective January 1, 2023, for solid waste collection.

BACKGROUND

Solid waste collection service in the City of Pinole (City) is provided by Republic Services (Republic) under a collection franchise agreement (Agreement). The rate (fee) that customers in Pinole pay for solid waste collection is comprised of four components:

- The amount that Republic charges to collect refuse, recyclables, and green waste and to dispose of refuse at a landfill;
- The amount that the West Contra Costa Integrated Waste Management Authority (WCCIWMA also known as “RecycleMore”) charges to conduct “post-collection” activities (sort and sell or dispose of recyclables);
- The amount that the City collects to enact plans and implement programs to meet the established goals for diversion of solid waste (AB 939 fee); and
- The amount that the City collects to fund City Projects related to solid waste (City’s solid waste project fee).

Republic bills customers in Pinole for all of these amounts, then remits the appropriate amounts to RecycleMore and the City.

Funds collected through the AB 939 fee are used to meet solid waste diversion goals and recycling programs (Fund 213). The RecycleMore post-collection rate funds its efforts to oversee the diversion efforts and onsite inspections to meet diversion goals under the Post-collection Agreement with Republic. Finally, the solid waste project fee

funds City projects related to waste, which recently included the purchase of trash capture devices and a street sweeper.

Under the collection franchise agreement between the City and Republic, Republic is entitled to increase the rate (fee) that it charges for collection and disposal by the Consumer Price Index (CPI). Also under the agreement, Republic must periodically perform a thorough rate review to determine whether its rate is allowing it to achieve the profit margin allowed by the agreement, which is 13.6% profit.

Republic has traditionally performed this rate review every three years, and last performed one in 2020.

Republic has performed its own rate review and has determined that, given changes in the CPI and the profit margin that is allowed under the agreement, Republic is entitled to a rate increase of 2.69% effective January 1, 2023.

The RecycleMore board approved a modification to the RecycleMore post-collection rate at its November 10, 2022 meeting, an approximately 2.6% increase, as shown in the table below.

Service Size	2022 WCCIMA Post-Collection Rates	2023 WCCIMA Post-Collection Rates	Increase
20 gallon can	\$7.00 per month	\$7.18 per month	\$0.18
35 gallon can	\$12.28 per month	\$12.60 per month	\$0.32
60/65 gallon can	\$22.83 per month	\$23.42 per month	\$0.59
95/100 gallon can	\$34.26 per month	\$35.15 per month	\$0.89

REVIEW & ANALYSIS

Republic has, as per the Agreement, performed a rate review and submitted it to the City for review. The initial rate review application is attached as Attachment B. The original rate application requested a small increase in collection rates of 2.69%

The City of Hercules and the City of San Pablo both also have collection agreements with Republic with terms similar to Pinole's. The three cities joined together and hired a consultant (R3 Consulting Group Inc. or "R3") to review Republic's rate review. Based on R3's assessment and findings (Attachment C), Republic is requesting a rate increase of 2.83% effective January 1, 2023, which R3 believes is justified.

R3 also recommends that the City solid waste program fee should be increased by 2.83% to account for the CPI.

With the post-collection rate increase, and the, the impact to the overall garbage rate is as shown in the following tables:

CURRENT 2022 RATE STRUCTURE					
Service Size (in gallons)	Collection Rate	City AB 939 Fee	City Solid Waste Program	Post Collection	TOTAL
35	\$24.65	\$0.83	\$2.87	\$12.28	\$40.63
65	\$42.92	\$1.51	\$5.21	\$22.83	\$72.47
95	\$61.27	\$2.19	\$7.71	\$34.26	\$105.43
20	\$23.70	\$0.83	\$1.99	\$7.00	\$33.52
Sr.	\$21.85	\$0.83	\$2.76	\$12.28	\$37.72

PROPOSED INCREASE					
Service Size (in gallons)	Collection Rate (2.83%)	City AB 939 Fee	City Solid Waste Program (2.83%)	Post Collection (2.6%)	TOTAL
35	\$0.70	0.00	\$0.08	\$0.32	\$1.10
65	\$1.21	0.00	\$0.15	\$0.59	\$1.95
95	\$1.73	0.00	\$0.22	\$0.89	\$2.84
20	\$0.67	0.00	\$0.06	\$0.18	\$0.91
Sr.	\$0.62	0.00	\$0.08	\$0.32	\$1.02

NEW 2023 RATE					
Service Size (in gallons)	Collection Rate	City AB 939 Fee	City Solid Waste Program	Post Collection	TOTAL
35	\$25.35	\$0.83	\$2.95	\$12.60	\$41.73
65	\$44.13	\$1.51	\$5.36	\$23.42	\$74.42
95	\$63.00	\$2.19	\$7.93	\$35.15	\$108.27
20	\$24.37	\$0.83	\$2.05	\$7.18	\$34.43
Sr.	\$22.47	\$0.83	\$2.84	\$12.60	\$38.74

Summary of Rate Increase:

Service Size (in gallons)	2022 Total Rate	Effective 1/1/2023 Total Rate	Percentage Increase
35	\$40.63	\$41.73	2.71%
65	\$72.47	\$74.42	2.69%
95	\$105.43	\$108.27	2.69%
20	\$33.52	\$34.43	2.71%
Sr.	\$37.72	\$38.74	2.70%

FISCAL IMPACT

The recommended action will generate approximately \$10,600 in additional franchise fee revenues for Republic in calendar year 2023.

ATTACHMENTS

ATTACHMENT A: Resolution
ATTACHMENT B: Republic Rate Review Request
ATTACHMENT C: R3 Rate Review Report

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ADJUSTING SOLID WASTE COLLECTION RATES EFFECTIVE JANUARY 1, 2023

WHEREAS, solid waste collection service in the City of Pinole is provided by Republic Services Inc. (Republic) under a collection franchise agreement the City of Pinole; and

WHEREAS, Republic is required to perform a rate review periodically; and

WHEREAS, Republic submitted its 2023 rate review application to the City for our review; and

WHEREAS, R3 Consulting Group Inc. (R3) was engaged to perform a review Republic's 2023 rate applications; and

WHEREAS, R3 reviewed the Republic's rate application to the City and provided findings and minor adjustments; and

WHEREAS, Republic and R3 concur regarding the resultant outcome of a 2.83% increase in the solid waste collection rates, effective January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby accept the recommended 2.83% increase in solid waste collection rates, effective January 1, 2023.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 20th day of December 2022 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 20th day of December 2022.

Heather Bell, CMC
City Clerk



3260 Blume Drive, Suite 00, Richmond, CA 94808
o: 800.320.8077 f: 510.262.7187 republicservices.com

ATTACHMENT B

November 11, 2022

Mr. Andrew Murray, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Re: 2023 BASE YEAR RATE ADJUSTMENT

Dear Mr. Murray:

Pursuant to the Franchise Agreement between the City of Pinole and Richmond Sanitary Service dated August 18, 1986, and as amended, provides for rate review in 2022, to establish Base Year waste management service rates. The initial Application containing the actual financial, cost, revenue, and operating information for the years 2020, 2021 and first half of 2022 with projections for July 1 through December 31, 2022 and suggesting a Base Year Rate Adjustment of 2.69% to be effective January 1, 2023, was submitted on June 28, 2022. After review, at R3 Consultants recommendation, the adjustment was modified to 2.83%.

Customer service billings include collection service charges and a surcharge set by the West Contra Costa County Integrated Solid Waste Management Authority ("WCCISWMA") that covers post-collection processing of recyclable materials at the West County Integrated Processing Facility ("IRRF") and residual waste disposal at Golden Bear Transfer Facility of 2.6% for residential service. The 2023 Residential and Commercial Service Rates are as follows:

CITY OF PINOLE RESIDENTIAL COLLECTION SERVICE RATES EFFECTIVE JANUARY 1, 2023								
	Current Standard Collec Rate	Current Sr. Collec Rate	2023 Adjustment 2.83%	2023 Collection Rate	City Waste Program	2023 Post-Collection Charge	City AB 939 Fee	1/1/2023 Combined Monthly Total
20-gallon	23.70		0.67	24.37	2.05	7.18	0.83	34.43
35-gallon	24.65		0.70	25.35	2.95	12.60	0.83	41.73
35-gallon Sr.		21.85	0.62	22.47	2.84	12.60	0.83	38.74
65-gallon	42.92		1.21	44.13	5.36	23.42	1.51	74.42
95-gallon	61.27		1.73	63.00	7.93	35.15	2.19	108.27

11/11/2022
WL

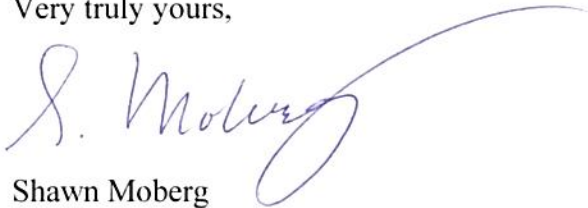
CITY OF PINOLE COMMERCIAL COLLECTION SERVICE RATES EFFECTIVE JANUARY 1, 2023							
Bin Size	Times per Week						
	1	2	3	4	5	6	7
1 Yard	299.29	529.73	760.05	990.56	1,220.85		
2 Yard	503.25	927.04	1,351.01	1,774.71	2,198.69		
3 Yard	695.90	1,302.93	1,910.00	2,517.04	3,124.10		
4 Yard	882.72	1,667.91	2,453.21	3,238.58	4,023.71	4,808.86	5,594.01
5 Yard	1,065.97	2,027.35	2,988.56	3,950.00	4,911.21	5,872.41	
6 Yard	1,247.85	2,384.28	3,520.85	4,657.64	5,794.02		
7 Yard	1,428.52	2,740.29	4,052.49	5,364.21	6,676.04		

*Includes \$49.40 per yard/per month/per pick-up per week (IRRF Surcharge)

11/11/2022
WL

All of the enclosed information is considered proprietary and should be held in close confidence and used only for purposes directly related to the review and evaluation of this request for rate adjustment. If you have any questions or need additional information, please contact Janna Coverston by phone at (510) 262-7144, or e-mail at jcoverston@republicservices.com.

Very truly yours,



Shawn Moberg
General Manager

Enclosures

Cc: W. Lau
J. Coverston

FINAL REPORT

City of Pinole

Review of Republic's 2023 Rate Application

submitted electronically: December 2, 2022



December 2, 2022

Mr. Andrew Murray, City Manager
City of Pinole
2131 Pear Street, Pinole, CA 94564
submitted via email: citymanager@ci.pinole.ca.us

SUBJECT: Final Report – Review of Republic's 2023 Rate Application

Dear Mr. Murray,

R3 Consulting Group, Inc. (R3) is pleased to submit this final report to the City of Pinole (City) regarding our review Richmond Sanitary Service's (Republic's) rate adjustment application (Rate Application) for 2023 Base Year Rate Change, effective January 1, 2023.

R3 reviewed Republic's Rate Application to confirm that:

- » It is mathematically accurate.
- » Expense and revenue projections are reasonable and in keeping with industry standards and address near-term market conditions.
- » Allocations between Republic franchise areas are appropriate.
- » It is consistent with applicable terms and conditions of the franchise agreement (Agreement).
- » The correct market indices were used.

R3's review included the following steps:

- » Confirming that Republic provided the required information in keeping with industry standards and/or in accordance with the Agreement.
- » Confirming that expense and revenue projections are in keeping with industry standards and in accordance with the franchise agreement.
- » Verifying that Republic correctly calculated and applied the changes in applicable market indexes.
- » Verifying that Republic correctly calculated and applied the correct disposal expense projections.
- » Verifying that Republic correctly recalculated the maximum rates to reflect changes in expenses and revenues.
- » Making necessary corrections to Republic's calculations and maximum rates and verifying the changes with City staff and Republic.

This final report presents the results of our review.

* * * * *

We appreciate the opportunity to be of service to the City. Should you have questions regarding this final report or need additional information, please do not hesitate to reach out directly.

Sincerely,



Jim Howison | Sr. Managing Consultant
R3 Consulting Group, Inc.
925.768.7244 | jhowison@r3cgi.com

1. FINDINGS

Background

Richmond Sanitary Service (Republic) has an exclusive franchise agreement (Agreement) with the City of Pinole for the collection of solid waste, recyclables and organics. Under the terms of the Agreement, the year 2023 shall be a "Solid Waste Rate Review" for rate adjustments.

Pursuant to the Franchise Agreement between the City and Republic dated August 1986, and as amended, provide for a rate review in 2022 to establish rates for 2023. The Rate Application contains the actual financial, cost, revenue, and operating information for the years 2020, 2021, and the first half of 2022 with projections through July 1 through December 31, 2022. The initial Base Year Rate Adjustment was proposed at 2.69%, before adjustments, to be effective January 1, 2023.

It should be noted that the 2023 Rate Application includes \$13,482 in new projected expenses associated with implementation of SB 1383, for additional organics collection service to support compliance with the new California state law. The City should note, however, that other changes to collection and/or post-collection rates may be necessary in the future in order to comply with SB 1383, and that the introduction of new charges via Republic's 20223 Rate Application does not mean further increased charges will not be requested.

Rate Adjustment Requests & Recommendations

Republic's 2023 initial rate adjustment at time of submittal is as follows:

» + 2.69%

Based on R3's review of the application, a 0.14% increase in the original request is suggested. This is due to adjustments for allowable costs, and franchise fee re-calculations, resulting in a revised rate increase of:

» + 2.83%

The above adjustments are based on the following changes to the projected costs:

- » Disallowing travel costs of \$649.
- » Allowing financial statement audit fees of \$2.5K.
- » Increasing franchise fee calculation by \$4K, due to understatement in the original application.

R3 and Republic agree with the proposed adjustments and the final rate increase of 2.83% as presented in this report.

Review Methodology

The Agreement does not specify a methodology for adjusting Base Year rates, including how to handle a number of relevant items including:

- » The level of profit.
- » Expenses not subject to profit, i.e., pass-through expenses that are allowable but not subject to profit. Pass-through expenses may include solid waste disposal and recyclable material processing costs, franchise and other fees and other certain expenses.
- » Non-allowable expenses e.g., fines and penalties, charitable or political donations, income taxes, employee free services, etc.

The lack of a defined methodology for preparing the Base Year Rate Application was noted during Pinole 2007 Base Year Rate review process. For purposes of structuring its Rate Application, Republic used rate application forms from Contra Costa County's Rate Adjustment Guidelines (Guidelines) for its 2023 Rate Application to the City. In conducting this review R3 applied methodologies consistent with past practice, as proposed to the City and Republic at the outset of the review.

Profit Level

The Agreement does not specify a target profit level (operating ratio) for Republic. Republic set its operating ratio at 88% (13.6% profit) and is the profitability level established in previous application. The established profitability level is also reasonable by industry standards.

Non-Allowable Costs

As noted above, the Agreement does not address non-allowable costs, although doing so is common industry practice. As an example, Contra Costa County's Rate Setting Manual specifies that the following costs are not allowed for rate setting, and as a result will not be passed on to the ratepayers:

- » Amortization of franchise purchases
- » Charitable and political contributions
- » Fines and penalties
- » Income taxes
- » Interest expenses
- » Other costs on a case-by-case basis

As part of the 2012 Base Year rate review for the City of Pinole, R3 followed guidance set forth in the Contra Costa County Rate Setting Manual which does not allow the costs of fines/other penalties and lobbyist fees, and travel expenses to be passed on to rate payers. In 2013 the Pinole City Council ultimately adopted rates that included adjustments for fines and penalties, lobbyist fees, and other expenses.

For the purposes of this review of the 2023 Rate Application, R3 applied past practices with respect to non-allowable costs for the City, resulting in disallowance of fines/other penalties, lobbyist fees, and travel expenses.

Revenue Adjustments

Republic calculated its residential revenues by multiplying the number of current customers at each service level (i.e., cart size) by the associated monthly rates. While this provides a good projection of residential monthly base rate revenues it does not account for residential revenues associated with extra services, fees or other residential revenue not accounted for in the monthly base rate revenue.

We requested that Republic include residential revenue associated with special services, extra services, and/or charges or fees not included in the monthly base rate revenue, such as on-call and additional bag services, and to apply those revenues to the Rate Application.

Franchise Fee Adjustments

R3 reviewed Republic's calculations of franchise fees in the Rate Application, and adjustments were made to ensure consistencies with the description for franchise fees as noted below.

The 2nd Amendment; Section 7 (Franchise Fee) states that franchise fees shall be calculated as follows: "For calendar year 2012 and thereafter an amount of 10% of gross revenues." Gross

Revenues are defined within the Amendment as: “all actual monies remitted to Republic by customers excluding any pass-through fees such as the IRRF Fee and AB 939 Fee as determined in accordance with Generally Accepted Accounting Principles.” Pinole’s franchise fees excludes light industrial rate revenue, but also includes a \$6,000 annual “blight” payment.

In 2013 the City of Pinole set its franchise fee in the amount of 10% on gross revenues not including light industrial rate revenues.

Rate Comparisons

R3 performed a rate comparison on behalf of the City of Pinole comparing five other jurisdictions to the City. Four of the jurisdictions are provided service by Republic and one by East Bay Sanitary, in El Cerrito. The projected residential rate for a 35-gallon cart is \$41.73 compared to the average of \$44.39.

The rates illustrated in Chart 1 (35-Gallon Cart Comparison) and Table 1 (Rate Comparison for Residential Services) are estimates as the collection Rate Application rates inclusive of RecycleMore post-collection rates (formerly known as “IRRF fees”), which are set by RecycleMore, the West Contra Costa Integrated Waste Management Authority.

Chart 1 – 35-Gallon Cart Comparison

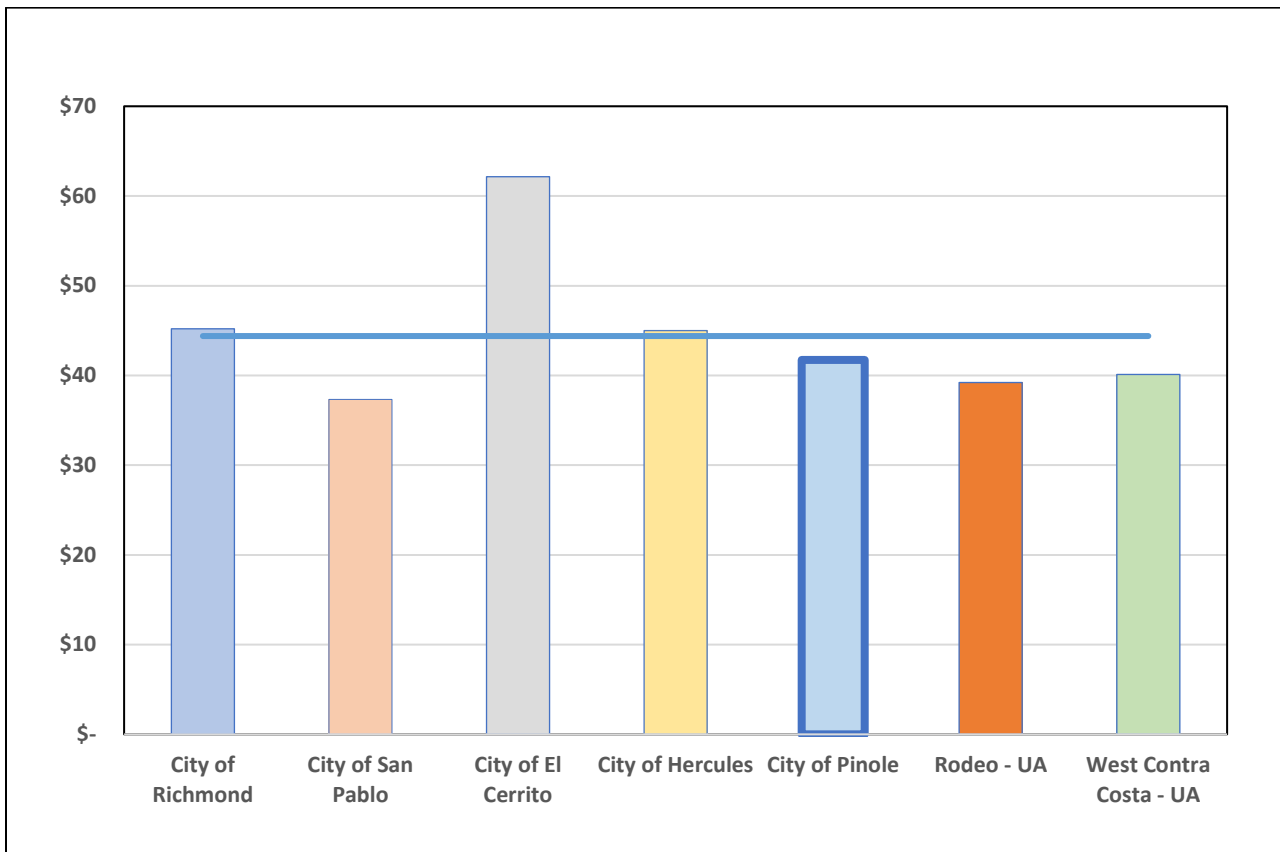


Table 1 – Rate Comparison for Residential Services

Jurisdictions	2023 - Projected Rate Comparison			
	20-Gallon	35-Gallon	65-Gallon	95-Gallon
City of Richmond	\$ 36.92	\$ 45.20	\$ 85.29	\$ 126.59
City of San Pablo	30.04	37.33	72.21	108.25
City of El Cerrito	47.29	62.15	123.42	N/A
City of Hercules	37.82	45.00	79.51	115.13
City of Pinole	34.43	41.73	74.42	108.27
Rodeo - UA	36.66	39.22	47.46	64.61
West Contra Costa - UA	32.30	40.11	76.92	114.30
Average Cart Price	\$ 36.49	\$ 44.39	\$ 79.89	\$ 106.19

Limitations

Overall, our review focused on ensuring that the Rate Application was consistent with past practice, was mathematically accurate, and that adjustments were made that were consistent with prior reviews. While we conducted a variance analysis and requested that Republic provide an explanation of significant variances, we did not conduct a more detailed review, or make adjustments to Republic's 2022 and 2023 expense projections, except as otherwise noted above.



CITY COUNCIL REPORT

9G

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: STACY SHELL, HUMAN RESOURCES DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING SIDE LETTER AGREEMENTS TO THE MEMORANDUM OF UNDERSTANDINGS (MOUs) BETWEEN THE CITY OF PINOLE AND THE REPRESENTED GROUPS PINOLE POLICE EMPLOYEE ASSOCIATION (PPEA) AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 1

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving Side Letter Agreements to the MOUs between the City of Pinole and PPEA to amend Article 6 – Medical Insurance and AFSCME Union Local 1 to amend Article 18.1 – Domestic Partnership and Coverage Defined, respectively.

BACKGROUND

The City's personnel procedures and requirements, which apply to all competitive service City employees, are codified in the City's Personnel Rules (Personnel Rules), which the City Council approves and adopts. The Personnel Rules cover issues such as equal opportunity; recruitment and selection; discipline; and workplace policies.

The wages, hours, and terms and conditions of employment for represented employees are negotiated with the designated labor unions and outlined in MOUs, which complement the Personnel Rules. The State of California Meyers-Milias-Brown Act (MMBA) governs labor relations between municipalities and their represented employee unions, including the negotiation of MOUs. In general, the City Council is responsible for defining wages, including employee benefits, hours, and terms and conditions of employment for all employees.

Each employee union negotiates with the City to provide their members with a customized package of competitive employee benefits outlined in their respective MOU. Among the benefits offered to select employee groups are Internal Revenue Code Section 125 spending accounts which allow employees to make an annual voluntary election of pre-tax payroll deductions for certain medical and dependent care expenses.

Through these pre-tax payroll deductions, employees can reduce their amount of taxable income, which can reduce the amount of income tax that an employee owes. In turn, these pre-tax payroll deductions also reduce the amount of payroll taxes that the City must pay on an employee's income.

REVIEW AND ANALYSIS

In spring 2018, the City and AFSCME Local 512 conducted labor negotiations for a successor MOU. During those negotiations, the City agreed to provide AFSCME Local 512 members with access to a Section 125 Flexible Spending and Dependent Care Account Plan (Section 125 Plan(s)).

In spring 2022, the City agreed to provide the unrepresented Management and Confidential employee group members with access to a Section 125 Flexible Spending and Dependent Care Account Plan, as well.

In fall 2022, the City contracted with a new third-party vendor to administer the Section 125 Flexible Spending and Dependent Care Account Plan. As a result, the City has an opportunity to establish a plan document with the new vendor to include the participation of all bargaining units in the Section 125 Plan employee benefit at no additional cost.

With the understanding that Section 125 Plans provide a mutual financial interest for both individual employees and the City, on November 15, 2022, the City's labor negotiations team met with the City Council in closed session where the City Council provided direction for staff to meet and negotiate with PPEA and AFSCME Union Local 1 to offer the Section 125 Plan employee benefit to their members.

The City has contracted the delivery of fire services with the Contra Costa Fire Protection District to commence in spring 2023 and the City's International Association of Fire Fighters (IAFF) Union, Local 1230 members will transition their employment to the Fire District at that time. Consequently, the City did not offer the Section 125 Plan employee benefit to IAFF members.

It is recommended that the City provide the Section 125 Plan employee benefit to PPEA and AFSCME Local 1 members by Side Letter Agreement to be approved and effective upon the adoption of this Resolution.

FISCAL IMPACT

The fiscal impact of PPEA and AFSCME Union Local 1 employees' voluntary participation in the Section 125 Plan shall be determined upon their elections made in 2023 but are expected to be de minimis in cost to the City at \$3.95 monthly in administration fees per participant.

ATTACHMENTS

Attachment A: Resolution
 Exhibit A: Side Letter Agreement with PPEA
 Exhibit B: Side Letter Agreement with AFSCME Union Local 1

ATTACHMENT A

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING SIDE LETTER AGREEMENTS TO THE MEMORANDUMS OF UNDERSTANDING (MOUs) BETWEEN THE CITY OF PINOLE AND THE REPRESENTED GROUPS PINOLE POLICE EMPLOYEE ASSOCIATION (PPEA) AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 1

WHEREAS, the PPEA represents the law enforcement employees of the City; and

WHEREAS, the AFSCME Union Local 1 represents the clerical and maintenance employees of the City; and

WHEREAS, City staff conducted an assessment of employee benefits provided to all employee groups and recommended that the Section 125 Flexible Spending and Dependent Care Account Plan be made available to PPEA and AFSCME Union Local 1 members in the same manner in which it is available to other similarly situated employee groups; and

WHEREAS, PPEA and AFSCME Union Local 1 support the City's recommended changes; and

WHEREAS, PPEA and AFSCME and the City have executed side letter agreements amending Article 6 – Medical Insurance and Article XVIII – Domestic Partnership and Coverage Defined of their respective MOUs to reflect the recommended employee benefit changes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the side letter agreements to provide Section 125 Plan benefits and authorizes the City Manager to implement the executed side letter agreements with the represented employee groups, attached hereto as Exhibit A (PPEA) and Exhibit B (AFSCME Union Local 1), and incorporated herein by this reference.

PASSED AND ADOPTED this 20th day of December 2022, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed, and adopted on this 20th day of December 2022.

Heather Bell, CMC
City Clerk

MOU BETWEEN
THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES ASSOCIATION
JULY 1, 2022 – JUNE 30, 2023

SIDE LETTER OF AGREEMENT
ESTABLISHMENT OF A FLEXIBLE BENEFITS PLAN

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the City of Pinole (hereinafter referred to as the "City") and the Pinole Police Employees Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain City employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Amendment

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU including all current Side Letters, if applicable, between the Parties will, in all other respects, remain in effect without change through the new term specified below.
- B. "Article 6. MEDICAL INSURANCE" of the MOU is hereby amended to read as follows:

"6.04 Flexible Benefits Plan

Effective January 1, 2023, the City will establish and pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City."

IV. General Provisions

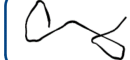
- A. This Side Letter will take effect immediately upon adoption by the City Council of the City of Pinole.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties, all other terms and conditions of the MOU remain unchanged.

[SIGNATURES ON NEXT PAGE]

Agreed to this 1st day of December, 2022

CITY OF PINOLE

DocuSigned by:



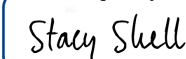
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Andrew Murray, City Manager

12/1/2022

Date

DocuSigned by:



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Stacy Shell, Human Resources Director

12/1/2022

Date

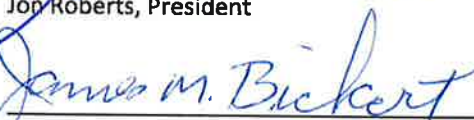
PINOLE POLICE EMPLOYEES ASSOCIATION



Jon Roberts, President

11/30/22

Date



Jim Bickert, Labor Representative

11-29-22

Date

MOU BETWEEN
THE CITY OF PINOLE AND AFSCME COUNCIL 57 PUBLIC EMPLOYEES UNION LOCAL ONE
JULY 1, 2021 – JUNE 30, 2023

SIDE LETTER OF AGREEMENT
ESTABLISHMENT OF A FLEXIBLE BENEFITS PLAN

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Pinole (hereinafter referred to as the “City”) and AFSCME Public Employees Union Local One (hereinafter referred to as the “Union”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain City employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Amendment

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU including all current Side Letters, if applicable, between the Parties will, in all other respects, remain in effect without change through the new term specified below.
- B. “Article XVIII. Domestic Partnership and Coverage Defined” of the MOU is hereby amended to read as follows:

“ARTICLE XVIII. ***FLEXIBLE BENEFITS PLAN***, DOMESTIC PARTNERSHIP AND COVERAGE DEFINED

18.1 Flexible Benefits Plan.

Effective January 1, 2023, the City will establish and pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

18.2 Domestic Partnership and Coverage Defined.

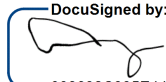
A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for eligible domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership in the form of a valid Certificate of Domestic Partnership issued by the California Secretary of State.”

IV. General Provisions

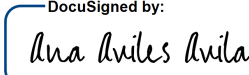
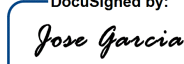
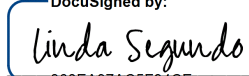
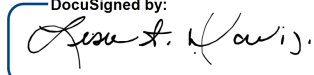
- A. This Side Letter will take effect immediately upon adoption by the City Council of the City of Pinole.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties, all other terms and conditions of the MOU remain unchanged.

Agreed to this 8th day of December, 2022

CITY OF PINOLE

DocuSigned by:  006692C995E4430...	12/8/2022
Andrew Murray, City Manager	Date
DocuSigned by:  87A8904C5ABD470...	12/8/2022
Stacy Shell, Human Resources Director	Date

AFSCME COUNCIL 57 PUBLIC EMPLOYEES UNION LOCAL ONE

DocuSigned by:  4063406F48204F6...	12/7/2022
Ana Aviles Avila, President	Date
DocuSigned by:  6D70C959565B470...	12/8/2022
Jose Garcia, Unit Representative	Date
DocuSigned by:  368EA97AC3F94CE...	12/8/2022
Lynda Segundo, Unit Representative	Date
DocuSigned by:  4AC2E08D7ACA44A...	12/8/2022
Lisa Davis, Business Representative	Date



CITY COUNCIL REPORT

9H

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: JEREMY ROGERS, COMMUNITY SERVICES DIRECTOR

SUBJECT: PARKS AND RECREATION MASTER PLAN CONTRACT

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a contract with RJM Design Group to complete a Parks and Recreation Master Plan for the City and appropriate additional funding to support this work.

BACKGROUND

The Parks and Recreation Master Plan was included in the City's Capital Improvement Plan (CIP) for FY 2017 – 2018 as an unfunded project. The City Council approved funding of \$100,000 for a Parks and Recreation Master Plan in the FY 2022 – 2023 CIP. The master plan will identify the City's current parks and recreation assets, determine the City's future parks and recreation needs and priorities, and recommend capital, operational, and financial strategies to meet the City's needs.

In early 2022, City staff issued a Request for Proposals (RFP) to solicit bids to complete the plan. The City received one proposal, from RJM Design Group ("RJM"). City staff from Community Services, Community Development, and Public Works reviewed the proposal and determined that RJM was well qualified to perform the work. RJM proposed to perform its scope of work for \$200,000.

REVIEW & ANALYSIS

RJM is a very respected firm within the Parks and Recreation Master Plan industry. RJM has completed master plans for over 40 cities throughout California, including Livermore, Huntington Beach, Pasadena, Pleasant Hill, Sacramento, and Roseville. The RJM team includes well-qualified staff, including licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals.

The scope of work that RJM is proposing in the attached contract and that City staff is recommending includes analyzing the City's existing infrastructure; inventory the

parks, trails, facilities, and programs; do an assessment of the City's demographics; create a benchmark level of service; complete a public outreach campaign that includes meeting with stakeholders and user groups; complete a needs analysis and make recommendations; do a funding analysis for general fund as well as CIP; and finally, present a final product to the Council

FISCAL IMPACT

The City's current CIP and budget include \$100,000 for the completion of the Parks and Recreation Master Plan. RJM's proposal was for a cost of \$200,000. City staff and RJM discussed the scope of work and agreed that an appropriate scope could be completed for \$150,000, including a contingency. City staff recommends that the City Council directs the Finance Director to appropriate additional funds from the Measure S 2014 Fund (Fund 106) unassigned fund balance to supplement that amount the City has already budgeted to fund the recommended \$150,000 contract with RJM.

ATTACHMENT(S)

- A RJM Design Group proposal
- B Resolution
- C RJM Contract

Scope of Work

Phase Name	Tool	Deliverables
Phase I: Project Management	<u>Tool 1:</u> Scalable Project Management	▶ Project schedule ▶ Monthly virtual meetings ▶ Online resource FTP site
Phase II: Existing Conditions Analysis	<u>Tool 2:</u> Existing Documentation Review <u>Tool 3:</u> Inventory of Parks, Recreation Facilities, Trails, and Recreation Programs <u>Tool 4:</u> Demographic Assessment <u>Tool 5:</u> Park Standards Analysis	▶ Existing documents summary ▶ Gap analysis maps ▶ Acreage analysis ▶ Recreation programs and service inventory ▶ Programs and services assessment ▶ Esri Tapestry mapping analysis ▶ Community profile summary and graphics ▶ Baseline Facility Standards
Phase III: Public Outreach and Engagement	<u>Tool 6:</u> Community Engagement	▶ Project portal / website development ▶ (2) two in person & virtual townhall meetings and summaries ▶ Stakeholder interviews summary ▶ Local demand / need analysis for recreation facilities based on local participation
Phase IV: Needs Analysis and Recommendations	<u>Tool 7:</u> Community Needs Assessment <u>Tool 8:</u> Key Strategies and Recommendations	▶ Community needs assessment and prioritization matrix ▶ GIS mapping of community needs ▶ List of priority recommendations and key strategies for implementation
Phase V - O & M, Policy, and Funding Analysis	<u>Tool 9:</u> Operations and Maintenance Plan <u>Tool 10:</u> CIP Study <u>Tool 11:</u> Financial Strategy Plan <u>Tool 12:</u> Fiscal Capacity of Parks	▶ Operations and Maintenance Plan ▶ 15-year priority CIP Implementation Plan ▶ Funding analysis ▶ Financial plan ▶ Budget for existing and future park development
Phase VI: Report Development	<u>Tool 13:</u> Report Development and Documentation	▶ Appendix document ▶ PowerPoint presentation ▶ Final draft report ▶ Final report

Scope of Work

Phase I: Project Management



Tool 1 Scalable Project Management

Clear communication is critical in any endeavor. RJM will hold regular virtual meetings with the City monthly to review progress, present information, and recommend direction throughout the project. These virtual meetings enable strong team collaboration and unity in decision making as the project develops.

Additionally, a project team online resource FTP site will allow for easy file access and document review for all team members. This will ensure everyone has access to the latest reports, and graphic illustrations available. Based on select tools, we will create an online project dashboard where you can see results from public comments live as they come in eliminating the “wait” for consultants to gather and report back.

Phase II - Existing Conditions Analysis



Tool 2 Existing Documentation Review

Knowing what documents exist and how they relate to one another can help guide planning to ensure there are no conflicts or overlapping efforts. RJM will review related documents pertinent to your planning process and generate a database of existing resources as well as a summary document highlighting key elements. Documents to include, but not limited to, the City of Pinole General Plan, Three Corridors Specific Plan, Capital Improvement Plan, Pinole Creek Master Plan, and 2007 Park Master Plan. Understanding the history of past planning projects enables you to carefully navigate future planning efforts free of potential conflict.



Tool 3 Inventory of Parks, Facilities, Trails, and Programs

Park, Facility, Trails, and Open Space Inventory

Working collaboratively with City staff RJM will utilize existing city provided facility information. Anticipated inventory information will include acres of park land, park amenity and condition of equipment, trails maps, trail head locations, and aerial images of park sites.

RJM will utilize this information in the analysis and comparison of the community needs developed later in this scope of work.

Service Area Gap Analysis

The City's parks inventory will be analyzed by service area (5-10-15 minute walk) to identify underserved neighborhoods or community planning areas. Map exhibits will be developed to determine the distribution and trail connectivity of recreation facility types throughout the city. The results will illustrate gaps in balancing the equitable distribution of service and opportunities for all ages and income levels.

Phase II - Existing Conditions Analysis continued

Recreation Programs

Consultant shall provide an inventory and evaluation of existing recreation programs provided by the City of Pinole. Consultant shall analyze the City's current program offerings in terms of gaps in delivery of services, attendance, use of space, consistency with current recreation trends in the leisure services industry, and potential future uses or desired amenities that arise during the community engagement process. This will include a review of regional, new, emerging, and declining trends in recreation activities.

The program evaluation shall provide analysis and rating of how well the City is doing in the areas of programming for tiny tots/toddlers, youth/teens, adults, families, and seniors (active and mature). The evaluation shall indicate any gaps in service and what programming changes/additions the City should consider implementing in the future to fill those gaps and meet new recreation trends.

The Consultant will work with staff to evaluate existing levels of social service and recreation program services within the City's sphere of influence, public and private, to determine adequacy of current social service, and accessible recreation opportunity for all City residents.



Tool 4 Demographic Assessment

Additionally, an analysis of best possible providers of community and recreation facilities shall be provided. It will include an analysis of partnerships that are relevant to the provision or operation of parks and open space facilities, School District facilities, possible competition, or duplication of services through other public and private service and facility providers, and recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

RJM will review demographics provided by the City for inclusion into the final report.



Tool 5 Park Standards Analysis

RJM will evaluate the city's park infrastructure to create a benchmark level of service standard. This analysis will be based on information collected in the community outreach, maintenance analysis, coordination with staff on team reservations, field allocations, existing inventory information, and the service gap analysis.

Phase III - Public Outreach and Engagement



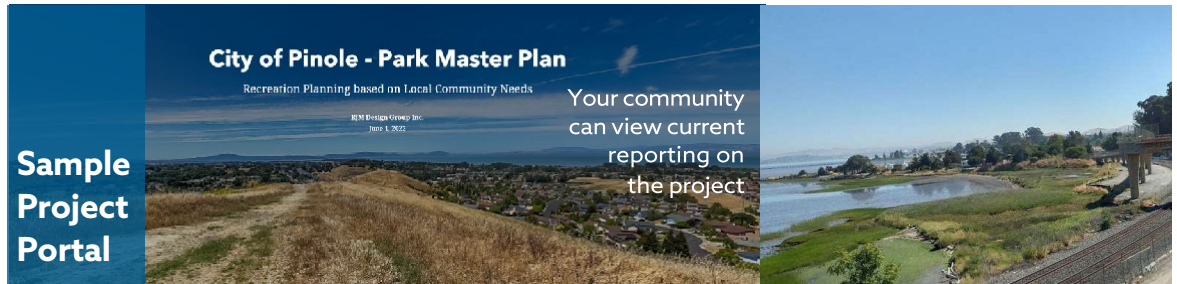
Tool 6 Community Engagement

Your most robust tool is the ability to reach out to your community in a meaningful two-way dialogue. Find out what, where, and how your community recreates. Over the years technology has changed and so has the trend in which community residents communicate.

There is no one prescriptive method that is a catch all for any community. Community input no longer rests on a one-night workshop. People take part in surveys and feedback sessions when it is convenient with their schedules. We engage the entire community and not just a handful of special interests through the following outreach elements.

Project Portal / Website Development

RJM will develop a project website in the ESRI story map platform where the community can learn about the project, understand the extent of planning considerations, and provide feedback. This website will be a hub for community collaboration and meaningful two-way feedback. This continuous public dialogue will ensure maximum opportunity for all community members to become informed and involved in the development of the Master Plan. As each of the following outreach efforts are completed, the results will be posted. This method enables continued community involvement for the life of the project. At any point during the project the community can provide direct comments via a "Feedback" button on the website. As feedback is recorded it will be reviewed and shared with the project team.



Scan the QR code or click <https://arcg.is/1vHzOW> to see a project portal/website sample.

Stakeholder Interviews/Focus Groups

Soliciting the attitudes and perceived needs of community stakeholders is an essential element for a successful Master Plan. Often involved in the front lines of community recreation support and programming, stakeholders have a unique understanding of community desires. One-on-one interviews will be conducted with selected key stakeholders such as members of the City Council, Community Services Commission, City Manager's Office, School District representatives, and community leaders. RJM will work with staff to identify interviewees. Estimate twelve (12) interviews to be conducted via online virtual meetings.

Pop Up Events

Pop-up events at community events and/or programs such as Sporting Events, Farmer's Markets, or Movies-in-the-Park provide an opportunity to solicit ideas and feedback from local users. Using RJM prepared project graphics and survey links/QR codes, the City can host a staffed pop-up event and collect additional information. This collaborative model will allow for continued public participation. City to assist residents and/or input survey data through paper surveys or a digital device provided by the city. Paper surveys collected by the city will be entered into a digital survey link by City staff.

Phase III - Public Outreach and Engagement continued

Virtual and In-person Townhall Meetings

Virtual and In-person Townhall Meetings Include:

- *In-person workshop facilitation with up to 50 participants. City to provide workshop materials including: facility, laptop, projector, and refreshments for participants.*
- *Pre-recorded Video (Information Sharing)*
- *Online Survey (Data Collection open for 2 weeks)*
- *Paper survey option in collaboration with city staff*

Virtual and In-person Townhall Meeting: Workshop ONE

Our initial community outreach event will include social media advertising, online video announcements, and website announcements to build an awareness for the project and solicit community input on the characteristics, issues, and trends the City is currently facing. RJM will conduct an in-person workshop to kick off the process. Following the in-person workshop the pre-recorded video and online survey will launch live. RJM will provide the City with a “pop up” survey link to allow staff to collect survey information via an iPad at community events.

Community input modes will include an online georeferenced survey and project website feedback options. The information gathered will be used identify key ideas and desires to be explored in the future surveys and outreach efforts.

Virtual and In-person Townhall Meeting: Workshop TWO

This online virtual and in-person workshop will begin with a live in -person workshop for up to 50 participants followed by a pre-recorded commencement video presentation illustrating the results of past efforts and promote a new online survey option. A commencement video will be hosted on the project website for participants to view. This workshop will involve sharing all the past outreach results with the community and soliciting further information on the prioritization of the desired recreation improvements. The online survey will stay live for 2 weeks allowing all community members to take part at their own pace.

Our proposal includes up to 250 completed surveys for each workshop.

Phase IV - Needs Analysis and Recommendations



Tool 7 Community Needs Assessment

The strength of the Park Master Plan will largely rest on the successful outreach efforts and thorough analysis of the results. The assessment will not only convey the results among residents as a whole, it will also detail how the results vary across important subgroups of residents such as age, gender, location within the City, presence of children in the home, as well as length of residence and other factors. Using the ESRI Tapestry community dataset RJM can analyze the micro demographics to determine not just priority of recommendations but the impact on the location of the recommendations as well.

Each of the community engagement strategies employed will be analyzed and combined into a single engagement needs matrix graphic. This graphic will illustrate the community needs that have the most significant impact as well as other trending recreation desires among the community.



Tool 8 Recommendations

The recommendations, improvements list, and key strategies will be generated from the existing inventory, site analysis, and needs summary. The priority recommendation plan will encompass key strategies for the City. Key strategies will be developed based on the priority program and facility recommendations. These key strategies for Pinole may include themes related to place-making, cultural arts, environmental sustainability, health and wellness, nature deficit disorder, or other strategy depending on the community needs assessment results.

A list of park improvements will include the deferred maintenance/capital improvement projects, as well as new projects required to meet the priority needs of the community.

We will discuss and evaluate with City Staff the short-term, intermediate, and long-term recommendations. This may include evaluation of opportunity sites for new parks and/or facilities such as drainage or flood control sites, vacant land, or reuse of existing park land as well as potential new or enhanced partnerships to maximize the communities existing resources.

Phase V - O & M, Policy, and Funding Analysis



Tool 9 Operations and Maintenance Plan

Prepare an Operation and Maintenance plan for the grounds and buildings maintained by the City. The plan will identify routine and preventative maintenance schedules/programs, work management, asset lifecycle management, and performance measurements. Operation and Maintenance Plan will include maintenance specifications and a proposed scope of work for park maintenance including a schedule of park maintenance services.

Consultant shall provide an evaluation of current staffing levels and organizational structure based upon the existing department and potential growth with the development of this master plan. An evaluation and analysis of current management and operations practices will be provided, giving specific attention to parks maintenance and staffing (consideration should be given to contract maintenance vs. in-house staffing) with recommendations pertinent to future growth of parklands, buildings and facilities, and related services. An evaluation will be completed on existing and potential collaborative partnerships and other solutions to minimize duplications or enhance opportunities for collaborative partnerships.

Operations and Maintenance Plan will propose the development and operation of a sustainable park system for the City of Pinole identifying a vision, goals, and objectives for a park system that addresses environmental and economic sustainability. Recommendations can be prepared for specific sustainability practices for both new and rehabilitation projects, including ongoing sustainable operation and maintenance practices for incorporation into future bid requirements for maintenance suppliers, as well as design and construction guidelines for proposed new projects or project improvements that address environmental and economic sustainability goals.

Propose cost-effective funding levels necessary to adequately sustain quality, safe, and cost-effective maintenance operations and practices and sustain recommended levels of maintenance and service. NRPA "levels of maintenance standards" should be used to help define recommendations.

Based on the development of the Operation and Maintenance Plan and considering current and identified future needs, consultant will develop recommendations. These recommendations will be developed considering both the current conditions of existing facilities and proposed modifications related to how the current park facilities and trails should be maintained, restructured, or enhanced. Recommended maintenance schedules will be integrated into the City's asset management software (Beehive). Costs estimates for proposed modifications, restructuring, and enhancements will be developed.

Phase V - O & M, Policy, and Funding Analysis (continued)



Tool 10 CIP Study

The purpose of this task is to provide a complete plan outlining the park infrastructure improvements required to implement the plan recommendations. The improvements list should be generated from the Comprehensive Plan's inventory, site analysis, assessment, needs survey, and Financial Strategy Plan. The Plan shall include specific real acquisitions/improvement projects.

A comprehensive list of projects shall be provided including projects for all existing park sites as required for expansion and replacement of old infrastructure, redevelopment/ replacement of existing infrastructure, and build-out of undeveloped parks, acquisition and development of future park sites and adding new amenities to existing parks. Projects will be divided into short term (2027), mid-term (2037), and long term (2047). Each project shall include a description, cost estimates, project duration, and potential funding source.

Consultant shall further refine the list to create a 10-year priority CIP Plan and a detailed implementation schedule for first 5 years, including priority projects. The plan shall consider immediate and long-range budget projections, planning staffing needs, and operational resources.



Tool 11 Financial Strategy Plan

The Consultant will conduct an analysis of existing financial plans developing a Financial Plan with recommendations applicable to addressing the updated financial needs and priorities for the City of Pinole. Review and discuss existing funding mechanisms and cost recovery practices for park services, recommend appropriate levels of cost recovery through fees, and assess and analyze current staffing levels and budget identifying gaps.

Provide a thorough analysis of existing funding practices, sources of funds, and funding levels for park facilities, trails, and programs including development impact fees, taxes (including Measure S and Measure C), Community Facilities District funding, and other sources of funds to determine fiscal limitations and potential for additional funding sources. Identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods; identify and discuss new funding practices that might present long-term funding stability.



Tool 12 Fiscal Capacity of Parks

Fiscal Capacity of park services will be evaluated by:

- Develop budget recommendations for the creation of new park development, maintenance of existing parks, and operating programs.
- Determine deficiencies in funding resources for existing park programs, relative to demand of existing and potential users.
- Identify resources needed to operate and maintain future park programs based on past funding, operating, and maintenance trends.
- Based on the park user profile and community needs assessment, identify funding resources that would be required to meet park needs. Project costs for the next 20 years.

Determine other alternative funding sources for the City; recommend options to address any funding gaps; and identify best funding practices in other cities that can be explored by the City of Pinole.

Phase V - Report Development



Tool 13 Report Development and Documentation

Draft Master Plan Report Development

The Draft Master Plan report will summarize all information gathered in inventory tasks, community outreach and priorities, analysis, and funding opportunities. Summary narratives will be included within each major section as well. Recommend levels of recreation and park facilities shall be presented graphically and demonstrate distribution of service and opportunity. A list of site-specific projects, acquisitions, and services shall be generated and prioritized.

Final Master Plan Report

RJM will conduct a meeting with City Staff to review and discuss refinements to the Draft report. Upon receipt of one set of non-conflicting comments from the City, we will revise the document. The RJM Team will then incorporate City refinements and submit the Second Draft for staff review. Once the Second Draft has been reviewed and non-conflicting comments are received, a final Draft will be developed and formatted for delivery. All original detailed research and summary reports will be cataloged in an Appendix Document/Custom Binder.

Public Meetings and Presentations

RJM will prepare a PowerPoint presentation summarizing the Final Report and present the final draft Master Plan to the Community Services Commission and City Council for review, comment, and final direction. Included in this proposal is in person attendance at one Commission meeting and one City Council meeting.

Timeline

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
Phase I: Project Management (Tool 1)												
Tool 1: Scalable Project Management	○											
Phase II: Existing Conditions Analysis (Tool 2 - 5)												
Tool 2: Existing Documentation Review												
Tool 3: Inventory of Parks, Facilities, Trails, and Programs												
Tool 4: Demographic Assessment												
Tool 5: Park Standards Analysis												
Phase III: Public Outreach and Engagement (Tool 6)												
Project Portal / Website Development												
Stakeholder Interviews												
In Person & Virtual Town Hall Meeting: Workshop ONE												
In Person & Virtual Town Hall Meeting: Workshop TWO												
Phase IV: Needs Analysis and Recommendations (Tool 7 - 8)												
Tool 7: Community Needs Assessment												
Tool 8: Recommendations												
Phase V: O & M, Policy, and Funding Analysis (Tool 9 - 13)												
Tool 9: Operations and Maintenance Plan												
Tool 10: CIP Study												
Tool 11: Financial Strategy Plan												
Tool 12: Fiscal Capacity of Parks												
Phase VI: Report Development (Tool 14)												
Tool 13: Report Development and Documentation												

- M Month
 ○ Kick Off Meeting (Virtual)
 ● Project Review Meeting (Virtual)
 ▲ Presentations (In-Person)

Proposed Fee

It is the objective of our Team to provide the most comprehensive, yet efficient, approach to the development of the City of Pinole Park Master Plan. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

<u>Phase/Task</u>	<u>Fee</u>
PHASE I - Project Management	
Tool 1 - Work Plan	\$10,775.00
PHASE II - Existing Conditions Analysis	
Tool 2 - Existing Documentation Review	\$ 6,775.00
Tool 3 - Inventory of Parks, Facilities, Trails & Programs	\$ 8,500.00
Tool 4 - Demographic Assessment	\$1,000.00
Tool 5 - Park Standards Analysis	\$ 2,250.00
PHASE III - Community Outreach and Engagement	
Tool 6 - Community Engagement	
Project Website Development & Updates	\$ 6,450.00
Stakeholder Interviews	\$ 9,825.00
Pop Up Event Graphics	\$ 800.00
Workshop #1	\$11,950.00
Workshop #2	\$11,950.00
PHASE IV - Needs Summary and Recommendations	
Tool 7 - Community Needs Assessment	\$5,675.00
Tool 8 - Parks, Facility, and Program Recommendations	\$7,200.00
PHASE V - O & M, Policy, and Funding Analysis	
Tool 9 - Operations & Maintenance Plan	(Optional Service) \$11,350.00
Tool 10 - CIP Study	(Optional Service) \$7,650.00
Tool 11 - Financial Strategy Plan	(Optional Service) \$6,100.00
Tool 12 - Fiscal Capacity of Parks	(Optional Service) \$9,600.00
PHASE VI - Report Development	
Tool 13 - Report Development and Public Presentations	\$35,075.00
Base Project Fee:	\$ 118,225.00
Optional Services:	\$ 34,700.00
Reimbursable Expenses:	\$ 10,000.00
Total Project Fee*:	Pending Selection of Optional Services

*Note: This fee summary represents our current understanding of the project scope and complexity.

The scope of work and associated fees are subject to refinement at Client's request. We have developed the scope and fee for this project to be as inclusive as possible. We would be happy to meet with the city to review the fees and make any modifications necessary to better match the available budget.

REIMBURSABLE EXPENSES (Estimated Allowance \$10,000)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- Travel expenses, city business license, and miscellaneous office expenses

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client’s request, reimbursable at consultant’s standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client’s direction; changes subsequent to Client’s approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

CONSULTANTS’ HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM Design Group

Principal Landscape Architect	\$210.00 per hour
Senior Associate	\$175.00 per hour
Landscape Architect / Project Manager	\$155.00 per hour
GIS	\$145.00 per hour
Clerical	\$ 95.00 per hour

*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RJM DESIGN GROUP FOR A TOTAL CONTRACT AMOUNT OF \$150,000 TO COMPLETE A PARKS AND RECREATION MASTER PLAN

WHEREAS, the City Council approved funding of \$100,000 for a Parks and Recreation Master Plan in the FY 2022 – 2023 Capital Improvement Plan (CIP); and

WHEREAS, the City released a Request for Proposals (RPF) in early 2022 to solicit bids to complete the City's first Parks and Recreation Master Plan; and

WHEREAS, the City received a proposal from RJM Design Group, which is a well-qualified firm; and

WHEREAS, City staff and RJM Design Group have identified an appropriate scope of work that RJM can complete for \$150,000; and

WHEREAS, under the scope, RJM Design Group will do an analysis of the City's existing infrastructure; inventory the parks, trails, facilities, and programs; do an assessment of the City's demographics; create a benchmark level of service; complete a public outreach campaign that includes meeting with stakeholders and user groups; complete a needs analysis; and make recommendations; and

WHEREAS, RJM Design Group will do a funding analysis for general fund as well as CIP; and present a final product to the Council;

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

BE IT FURTHER RESOLVED that the Pinole City Council does hereby authorize the City Manager to execute an agreement, incorporated herein as Exhibit A, with RJM Design Group to complete a Parks and Recreation Master Plan and authorizes the appropriation of an additional \$50,000, from the Measure S 2014 Fund (Fund 106) unassigned fund balance, for these services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **20th** day of **December, 2022** by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the **20th** day of **December, 2022**

Heather Bell, CMC
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND RJM DESIGN GROUP

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and RJM DESIGN GROUP ("Consultant") (together sometimes referred to as the "Parties") as of December 20, 2022 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 15, 2023, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$150,000, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consulting Services Agreement between
City of Pinole and _____

[DATE]

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$10,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

- 4.2 Commercial General and Automobile Liability Insurance.**

4.2.1 General requirements. Consultant, Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers,

officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Pinole Business License. Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.

7.6 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ who shall act as the City's representative. All correspondence shall be directed to or through _____ or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #: _____

Attest:

Heather Bell, City Clerk
Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A SCOPE OF SERVICES

Phase I: Project Management

Tool 1

Scalable Project Management

Clear communication is critical in any endeavor. RJM will hold regular virtual meetings with the City monthly to review progress, present information, and recommend direction throughout the project. These virtual meetings enable strong team collaboration and unity in decision making as the project develops. Additionally, a project team online resource FTP site will allow for easy file access and document review for all team members. This will ensure everyone has access to the latest reports, and graphic illustrations available. Based on select tools, we will create an online project dashboard where you can see results from public comments live as they come in eliminating the “wait” for consultants to gather and report back.

Phase II - Existing Conditions Analysis

Tool 2

Existing Documentation Review

Knowing what documents exist and how they relate to one another can help guide planning to ensure there are no conflicts or overlapping efforts. RJM will review related documents pertinent to your planning process and generate a database of existing resources as well as a summary document highlighting key elements. Documents to include, but not limited to, the City of Pinole General Plan, Three Corridors Specific Plan, Capital Improvement Plan, Pinole Creek Master Plan, and 2007 Park Master Plan. Understanding the history of past planning projects enables you to carefully navigate future planning efforts free of potential conflict.

Tool 3

Inventory of Parks, Facilities, Trails, and Programs

Park, Facility, Trails, and Open Space Inventory

Working collaboratively with City staff RJM will utilize existing city provided facility information. Anticipated inventory information will include acres of park land, park amenity and condition of equipment, trails maps, trail head locations, and aerial images of park sites. RJM will utilize this information in the analysis and comparison of the community needs developed later in this scope of work.

Service Area Gap Analysis

The City's parks inventory will be analyzed by service area (5-10-15 minute walk) to identify underserved neighborhoods or community planning areas. Map exhibits will be developed to determine the distribution and trail connectivity of recreation facility types throughout the city. The results will illustrate gaps in balancing the equitable distribution of service and opportunities for all ages and income levels.

Recreation Programs

Consultant shall provide an inventory and evaluation of existing recreation programs provided by the City of Pinole. Consultant shall analyze the City's current program offerings in terms of gaps in delivery of services, attendance, use of space, consistency with current recreation trends in the leisure services industry, and potential future uses or desired amenities that arise during the community engagement process. This will include a review of regional, new, emerging, and declining trends in recreation activities.

The program evaluation shall provide analysis and rating of how well the City is doing in the areas of programming for tiny tots/toddlers, youth/teens, adults, families, and seniors (active and mature). The evaluation shall indicate any gaps in service and what programming changes/ additions the City should consider implementing in the future to fill those gaps and meet new recreation trends.

The Consultant will work with staff to evaluate existing levels of social service and recreation program services within the City's sphere of influence, public and private, to determine adequacy of current social service, and accessible recreation opportunity for all City residents.

Tool 4

Demographic Assessment

Additionally, an analysis of best possible providers of community and recreation facilities shall be provided. It will include an analysis of partnerships that are relevant to the provision or operation of parks and open space facilities, School District facilities, possible competition, or duplication of services through other public and private service and facility providers, and recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

RJM will review demographics provided by the City for inclusion into the final report.

Tool 5

Park Standards Analysis

RJM will evaluate the city's park infrastructure to create a benchmark level of service standard. This analysis will be based on information collected in the community outreach, maintenance analysis, coordination with staff on team reservations, field allocations, existing inventory information, and the service gap analysis.

Phase III - Public Outreach and Engagement

Tool 6

Community Engagement

Your most robust tool is the ability to reach out to your community in a meaningful two-way dialogue. Find out what, where, and how your community recreates. Over the years technology has changed and so has the trend in which community residents communicate.

There is no one prescriptive method that is a catch all for any community. Community input no longer rests on a one-night workshop. People take part in surveys and feedback sessions when it is convenient with their schedules. We engage the entire community and not just a handful of special interests through the following outreach elements.

Project Portal / Website Development

RJM will develop a project website in the ESRI story map platform where the community can learn about the project, understand the extent of planning considerations, and provide feedback. This website will be a hub for community collaboration and meaningful two-way feedback. This continuous public dialogue will ensure maximum opportunity for all community members to become informed and involved in the development of the Master Plan. As each of the following outreach efforts are completed, the results will be posted. This method enables continued community involvement for the life of the project. At any point during the project the community can provide direct comments via a

“Feedback” button on the website. As feedback is recorded it will be reviewed and shared with the project team.

Scan the QR code or click <https://arcg.is/1vHzOW> to see a project portal/website sample.

Stakeholder Interviews/Focus Groups

Soliciting the attitudes and perceived needs of community stakeholders is an essential element for a successful Master Plan. Often involved in the front lines of community recreation support and programming, stakeholders have a unique understanding of community desires. One-on-one interviews will be conducted with selected key stakeholders such as members of the City Council, Community Services Commission, City Manager’s Office, School District representatives, and community leaders. RJM will work with staff to identify interviewees. Estimate twelve (12) interviews to be conducted via online virtual meetings.

Pop Up Events

Pop-up events at community events and/or programs such as Sporting Events, Farmer’s Markets, or Movies-in-the-Park provide an opportunity to solicit ideas and feedback from local users. Using RJM prepared project graphics and survey links/QR codes, the City can host a staffed pop-up event and collect additional information. This collaborative model will allow for continued public participation. City to assist residents and/or input survey data through paper surveys or a digital device provided by the city. Paper surveys collected by the city will be entered into a digital survey link by City staff.

Virtual and In-person Townhall Meetings

Virtual and In-person Townhall Meetings Include:

- In-person workshop facilitation with up to 50 participants. City to provide workshop materials including: facility, laptop, projector, and refreshments for participants.
- Pre-recorded Video (Information Sharing)
- Online Survey (Data Collection open for 2 weeks)
- Paper survey option in collaboration with city staff

Virtual and In-person Townhall Meeting: Workshop ONE

Our initial community outreach event will include social media advertising, online Townhall Meeting Process video announcements, and website announcements to build an awareness for the project and solicit community input on the characteristics, issues, and trends the City is currently facing. RJM will conduct an in-person workshop to kick off the process. Following the in-person workshop the pre-recorded video and online survey will launch live. RJM will provide the City with a “pop up” survey link to allow staff to collect survey information via an iPad at community events. Community input modes will include an online georeferenced survey and project website feedback options. The information gathered will be used identify key ideas and desires to be explored in the future surveys and outreach efforts.

Virtual and In-person Townhall Meeting: Workshop TWO

This online virtual and in-person workshop will begin with a live in -person workshop for up to 50 participants followed by a pre-recorded commencement video presentation illustrating the results of past efforts and promote a new online survey option. A commencement video will be hosted on the project website for participants to view. This workshop will involve sharing all the past outreach results with the community and soliciting further information on the prioritization of the desired recreation improvements. The online survey will stay live for 2 weeks allowing all community members to take part at their own pace.

This contract includes up to 250 completed surveys for each workshop.

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Phase IV - Needs Analysis and Recommendations

Tool 7

Community Needs Assessment

The strength of the Park Master Plan will largely rest on the successful outreach efforts and thorough analysis of the results. The assessment will not only convey the results among residents as a whole, it will also detail how the results vary across important subgroups of residents such as age, gender, location within the City, presence of children in the home, as well as length of residence and other factors. Using the ESRI Tapestry community dataset RJM can analyze the micro demographics to determine not just priority of recommendations but the impact on the location of the recommendations as well.

Each of the community engagement strategies employed will be analyzed and combined into a single engagement needs matrix graphic. This graphic will illustrate the community needs that have the most significant impact as well as other trending recreation desires among the community.

Tool 8

Recommendations

The recommendations, improvements list, and key strategies will be generated from the existing inventory, site analysis, and needs summary. The priority recommendation plan will encompass key strategies for the City. Key strategies will be developed based on the priority program and facility recommendations. These key strategies for Pinole may include themes related to place- making, cultural arts, environmental sustainability, health and wellness, nature deficit disorder, or other strategy depending on the community needs assessment results.

A list of park improvements will include the deferred maintenance/capital improvement projects, as well as new projects required to meet the priority needs of the community.

We will discuss and evaluate with City Staff the short-term, intermediate, and long-term recommendations. This may include evaluation of opportunity sites for new parks and/or facilities such as drainage or flood control sites, vacant land, or reuse of existing park land as well as potential new or enhanced partnerships to maximize the communities existing resources.

Phase V - O & M, Policy, and Funding Analysis

Tool 9

Operations and Maintenance Plan

Prepare an Operation and Maintenance plan for the grounds and buildings maintained by the City. The plan will identify routine and preventative maintenance schedules/programs, work management, asset lifecycle management, and performance measurements. Operation and Maintenance Plan will include maintenance specifications and a proposed scope of work for park maintenance including a schedule of park maintenance services.

Consultant shall provide an evaluation of current staffing levels and organizational structure based upon the existing department and potential growth with the development of this master plan. An evaluation and analysis of current management and operations practices will be provided, giving specific attention to parks

maintenance and staffing (consideration should be given to contract maintenance vs. in-house staffing) with recommendations pertinent to future growth of parklands, buildings and facilities, and related services. An evaluation will be completed on existing and potential collaborative partnerships and other solutions to minimize duplications or enhance opportunities for collaborative partnerships.

Operations and Maintenance Plan will propose the development and operation of a sustainable park system for the City of Pinole identifying a vision, goals, and objectives for a park system that addresses environmental and economic sustainability. Recommendations can be prepared for specific sustainability practices for both new and rehabilitation projects, including ongoing sustainable operation and maintenance practices for incorporation into future bid requirements for maintenance suppliers, as well as design and construction guidelines for proposed new projects or project improvements that address environmental and economic sustainability goals.

Propose cost-effective funding levels necessary to adequately sustain quality, safe, and cost-effective maintenance operations and practices and sustain recommended levels of maintenance and service. NRPA “levels of maintenance standards” should be used to help define recommendations.

Based on the development of the Operation and Maintenance Plan and considering current and identified future needs, consultant will develop recommendations. These recommendations will be developed considering both the current conditions of existing facilities and proposed modifications related to how the current park facilities and trails should be maintained, restructured, or enhanced. Recommended maintenance schedules will be integrated into the City’s asset management software (Beehive). Costs estimates for proposed modifications, restructuring, and enhancements will be developed.

Tool 10

CIP Study

The purpose of this task is to provide a complete plan outlining the park infrastructure improvements required to implement the plan recommendations. The improvements list should be generated from the Comprehensive Plan’s inventory, site analysis, assessment, needs survey, and Financial Strategy Plan. The Plan shall include specific real acquisitions/improvement projects.

A comprehensive list of projects shall be provided including projects for all existing park sites as required for expansion and replacement of old infrastructure, redevelopment/ replacement of existing infrastructure, and build-out of undeveloped parks, acquisition and development of future park sites and adding new amenities to existing parks. Projects will be divided into short term (2027), mid-term (2037), and long term (2047). Each project shall include a description, cost estimates, project duration, and potential funding source.

Consultant shall further refine the list to create a 10-year priority CIP Plan and a detailed implementation schedule for first 5 years, including priority projects. The plan shall consider immediate and long-range budget projections, planning staffing needs, and operational resources.

Tool 11

Financial Strategy Plan

The Consultant will conduct an analysis of existing financial plans developing a Financial Plan with recommendations applicable to addressing the updated financial needs and priorities for the City of Pinole.

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Review and discuss existing funding mechanisms and cost recovery practices for park services, recommend appropriate levels of cost recovery through fees, and assess and analyze current staffing levels and budget identifying gaps.

Provide a thorough analysis of existing funding practices, sources of funds, and funding levels for park facilities, trails, and programs including development impact fees, taxes (including Measure S and Measure C), Community Facilities District funding, and other sources of funds to determine fiscal limitations and potential for additional funding sources. Identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods; identify and discuss new funding practices that might present long-term funding stability.

Tool 12

Fiscal Capacity of Parks

Fiscal Capacity of park services will be evaluated by:

- Develop budget recommendations for the creation of new park development, maintenance of existing parks, and operating programs.
- Determine deficiencies in funding resources for existing park programs, relative to demand of existing and potential users.
- Identify resources needed to operate and maintain future park programs based on past funding, operating, and maintenance trends.
- Based on the park user profile and community needs assessment, identify funding resources that would be required to meet park needs. Project costs for the next 20 years.

Determine other alternative funding sources for the City; recommend options to address any funding gaps; and identify best funding practices in other cities that can be explored by the City of Pinole.

Phase VI - Report Development

Tool 13

Report Development and Documentation

Draft Master Plan Report Development

The Draft Master Plan report will summarize all information gathered in inventory tasks, community outreach and priorities, analysis, and funding opportunities. Summary narratives will be included within each major section as well. Recommend levels of recreation and park facilities shall be presented graphically and demonstrate distribution of service and opportunity. A list of site-specific projects, acquisitions, and services shall be generated and prioritized.

Final Master Plan Report

RJM will conduct a meeting with City Staff to review and discuss refinements to the Draft report. Upon receipt of one set of non-conflicting comments from the City, we will revise the document. The RJM Team will then incorporate City refinements and submit the Second Draft for staff review. Once the Second Draft has been reviewed and non-conflicting comments are received, a final Draft will be developed and formatted for delivery. All original detailed research and summary reports will be cataloged in an Appendix Document/Custom Binder.

Public Meetings and Presentations

RJM will prepare a PowerPoint presentation summarizing the Final Report and present the final draft Master Plan to the Community Services Commission and City Council for review, comment, and final direction. Included in this proposal is in person attendance at one Commission meeting and one City Council meeting.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

PHASE I - Project Management

Tool 1 - Work Plan	\$10,775.00
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PHASE II - Existing Conditions Analysis

Tool 2 - Existing Documentation Review	\$6,775.00
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Tool 3 - Inventory of Parks, Facilities, Trails & Programs	\$8,500.00
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Tool 4 - Demographic Assessment Review City Provided Demographics Only	\$1,000.00
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Tool 5 – Park Standards Analysis	\$2,250.00
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PHASE III - Community Outreach and Engagement

Tool 6 - Community Engagement	\$6,450.00
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Project Website Development & Updates	
Stakeholder Interviews	\$9,825.00

Pop Up Event Graphics	\$ 800.00
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Workshop #1	\$11,950
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Workshop #2	\$11,950
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PHASE IV - Needs Summary and Recommendations

Tool 7 - Community Needs Assessment	\$5,675.00
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Tool 8 - Parks, Facility, and Program Recommendations	\$7,200.00
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PHASE V - O & M, Policy, and Funding Analysis

Tool 9 - Operations & Maintenance Plan (<i>Optional Service</i>)	\$11,350.00
Tool 10 - CIP Study (<i>Optional Service</i>)	\$7,650.00
Tool 11 - Financial Strategy Plan (<i>Optional Service</i>)	\$6,100.00
Tool 12 - Fiscal Capacity of Parks (<i>Optional Service</i>)	\$9,600.00

PHASE VI - Report Development

Tool 13 - Report Development and Public Presentations	\$35,075.00
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Base Project Fee: **\$118,225.00**

Optional Services: **\$ 34,700.00**

Reimbursable Expenses: **\$ 10,000.00**

Total Project Fee*: **Not to exceed \$150,000**

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



CITY COUNCIL REPORT

91

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR
JOSEPH BINGAMAN, PUBLIC WORKS MANAGER

SUBJECT: AWARD A MAINTENANCE CONTRACT TO SHIPLEY POOLS FOR POOL
MAINTENANCE SERVICES

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) to:

1. Authorize the City Manager to execute a maintenance contract (Attachment B) with Shipley Pools in an amount not to exceed \$230,000 (over a period of five years including a contingency) for the regular maintenance services.

BACKGROUND

City of Pinole Swim Center is located at 2450 Simas Avenue and provides recreational opportunities to the residents of Pinole. In 2001, Blue Lagoon Pool Service was hired by the City to perform routine maintenance for the pool. This routine maintenance included monitoring water levels, testing chemical levels in the pool water, maintaining skimmer baskets and drains, vacuuming pool bottom, brushing pool sides, checking and cleaning filters, monitoring and maintaining pumps, and minor maintenance.

In 2019, City staff observed that several of these activities were not being performed to expectations, and City staff needed to provide significant oversight of Blue Lagoon Pool Service's work and also needed to backfill occasionally. City staff have determined that it would be beneficial to engage a new firm to provide pool maintenance services.

The goal of hiring a new contractor is to relieve the Public Works team of the activities that can be performed by an outside contractor and to provide consistent and appropriate service to the Swim Center resulting in a clean and safe environment for the residents of Pinole.

The City published a Request for Proposals (RFP) on August 16, 2022 for maintenance and repair services for the City of Pinole Swim Center.

The Request for Proposals (RFP) PW-2022-01 was published on www.publicpurchase.com and also posted on www.ci.pinole.ca.us/bids. RFP submission due date was September 7, 2022.

REVIEW & ANALYSIS

On September 7, 2022, three proposals were received. Staff evaluated all the proposals and ranked the proposals per the evaluation criteria provided in the RFP. The RFP required that the contractor must possess a valid C61 / D35 / C53 Pool Specialty license. Blue Lagoon Pool Services, which provided a proposal, did not submit the required qualifications and was eliminated from the review process.

Shipley Pools and The Pool Service Specialist submitted proposals with all the required qualifications and were evaluated by the review panel. Shipley Pools' proposal was ranked first and The Pool Service Specialist was ranked second. Staff contacted references listed in the proposal and the references indicated that they are happy with the quality of pool maintenance service Shipley Pools provides them. The City started to negotiate the cost proposal submitted by Shipley Pools and agreed to the attached cost proposal (Attachment A).

Staff recommends the City Council accept the proposal and award the maintenance contract to Shipley Pools for regular pool maintenance services as described in the scope of services. Furthermore, staff recommends that City Council authorize the City Manager to execute a contract with Shipley Pools in an amount not to exceed \$230,000 (over a period of 5 years, including a contingency) for the pool maintenance work. The contingency will allow staff to address some equipment upgrades that may arise during the maintenance work. In addition, staff recommends that City Council authorize the City Manager or his designee to issue change orders as necessary to complete additional work within contract authority.

FISCAL IMPACT

For last few years the City spent about \$11,000 per annum for maintenance of the Swim Center pool. In addition to that, Public Works staff spent a significant amount of time attending to various issues at the pool.

The financial burden per the new maintenance contract proposal is as follows:

FY 2022-23 (Jan 2023 to June 2023, prorated from annual proposed cost \$39,750) = \$19,875

FY 2023-24 = \$39,800.00

FY 2024-25 = \$40,000.00

FY 2024-25 = \$40,500.00 (Optional)

FY 2024-25 = \$40,500.00 (Optional)

ATTACHMENT(S)

- A. Resolution
- B. Shipley Pools Proposal and Contract Agreement

RESOLUTION NO. 2022 – XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AWARING A MAINTENANCE CONTRACT FOR POOL MAINTENANCE SERVICES

WHEREAS, pool maintenance services involve monitoring water levels, testing chemical levels in the pool water, maintaining skimmer baskets and drains, vacuuming pool bottom, brushing pool sides, checking and cleaning filters, monitoring and maintaining pumps, and other maintenance; and

WHEREAS, on August 16, 2022, City staff released the bid on www.publicpurchase.com and also posted contract documents on www.ci.pinoles.ca.us/bids; and

WHEREAS, all the proposals received by the due date on September 7, 2022, were evaluated by a review panel; and

WHEREAS, the top ranked firm Shipley Pools was best qualified to perform the services and deemed to have the most responsive and responsible proposal; and

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

1. Shipley Pools proposal was found to be the most responsive and responsible and meets the City's needs.
2. The City Manager is authorized to execute a maintenance contract with Shipley Pools in an amount not to exceed \$230,000 (over a period of five years including a contingency).
3. The City Manager or his designee is authorized to issue any necessary change orders to complete additional work within contract authority for the Project.

PASSED AND ADOPTED at a special meeting of the Pinole City Council held on the 20th day of December 2022 by the following vote:

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 20th day of December 2022.

Heather Bell, CMC
City Clerk

GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND Shipley Pools

This agreement for General Services ("Agreement") is entered into on xx/xx/xxxx (the "Effective Date") between the CITY OF PINOLE, a municipal corporation, with offices located at 2131 Pear Street, Pinole, California ("City") and Shipley Pools ("Contractor") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. If the performance of the Scope of Services extends beyond the three (3) year term of this Agreement, then the term of this Agreement shall be extended solely for and until completion of the Scope of Services.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein. Total compensation for work performed under this Agreement, **NOT TO EXCEED \$230,000 (Includes Contingency).**

- 2.1 Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding pursuant to the terms of this Agreement. In the event Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.

- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

- 3.1** Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.
- 3.2** City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for

its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 **Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.

Section 5.4 Requirements are to be deleted from this Agreement Per City of Pinole.

5.5 All Policies Requirements.

- 5.5.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

5.5.2 Notice of Reduction in or Cancellation of Coverage. A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of California shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

- 8.5 Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code § 1771 et. seq., not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement. Contractor shall also comply with all other applicable sections of the California Labor Code, regarding use of the Department of Industrial Relations ("DIR") prevailing wage standards and registration requirements. Where the prevailing wage for service occupations are posted by the DIR, then Contractor is required to pay its employees the posted prevailing wage.

Section 9. MODIFICATION.

- 9.1 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.
- 9.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 9.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 9.5.1** Immediately terminate the Agreement;
 - 9.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
 - 9.5.3** Retain a different Contractor to complete the Services not finished by Contractor;
or
 - 9.5.4** Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 10.2 Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 10.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

- 11.1** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by

this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

- 11.2** Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

- 12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.
- 12.5** Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions.

Copies of any sampling results will be forwarded to the City site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Contract Administration.** This Agreement shall be administered by the City Manager or her designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.
- 13.6 **Notices.** Any written notice to Contractor shall be sent to:

Victoria E. Prince
P.O. Box 430

Yachats, OR 97498

Any written notice to City shall be sent to:

Andrew Murray, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

With a copy to:

Eric Casher, City Attorney
2131 Pear Street
Pinole, CA 94564

- 13.7 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.8 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.9 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF PINOLE

CONTRACTOR

Andrew Murray, City Manager

Date: _____

Date: _____

Attest:

Heather Bell
City Clerk

Date: _____

Approved as to Form:

Eric Casher
City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

SECTION III - SCOPE OF WORK

A. SERVICES TO BE PROVIDED

Services shall be performed at a minimum of three (3) days per week up to seven (7) days per week as need to meet all health requirements when the pool is open (April thru October) and one (1) day per week when the pool is closed (October thru April).

The scope of work to be completed for this project includes but is not limited to the following:

1. Take daily pool water chemistry and log on a mutually agreed form. Adjust, as necessary.
2. Take daily temperature of water and log on a mutually agreed form. Adjust, as necessary.
3. Report all maintenance problems to Public Works Department (Public Works Manager or Public Works Maintenance Supervisor).
4. Monitor and maintain automated chemical computer system as needed.
5. Do preventative maintenance on all circulation pumps.
6. Maintain all piping.
7. Do preventative maintenance on heater systems (Large and Small Pools).
8. Maintain chemical levels in the chlorine and acid dispensers, clean and flush system as per manufacturer recommendations. Notify Public Works Department in advance when chlorine and acid bulk storage tanks require refilling.
9. Maintain pump strainers as needed.
10. Maintain pool skimmers daily.
11. Backflush pool filters to maintain peak performance as needed. Log all dates and pressure readings prior to and after service performed on mutually agreed upon form.
12. Maintain pool water levels.
13. Do a full water analysis twice a month and make recommendations to Public Works Department.
14. Keep pools clean and vacuumed as necessary to maintain a clean and healthy environment.
15. Emergency repair response time not to exceed two hours per call.
16. Ensure that all Contra Costa County Environmental Health Department requirements are met for annual inspections.
17. Perform all maintenance required to keep pools in peak operational condition.
18. Keep the Public Works Department informed about all repairs, discuss recommended repairs, and obtain approvals before proceeding.

The Contractor shall perform maintenance and repair services at the Swimming pools at the above-mentioned facility. The Contractor must possess a valid C61 / D35 Pool Specialty license.

Additional services may be needed on hourly basis for any repairs.

B. PRICING

Please provide the proposed price for the maintenance and repair services described in Scope of Work in the prescribed format in APPENDIX C.

C. TERM

It is anticipated that the Agreement resulting from this solicitation, if awarded will be firm fixed-price contract for a period of three (3) years effective from October 2022 through June 2025, with two one-year optional extensions at the City's discretion.

EXHIBIT B

FEE SCHEDULE

City of Pinole

Request for Proposals
POOL MAINTENANCE SERVICE

APPENDIX C- COST PROPOSAL

Enter below the proposed price for the maintenance and repair services described in Scope of Work. The City intends to award a firm fixed-price contract, therefore all pricing listed below shall include direct costs, indirect costs, tax, and profit.

	TERM	FIRM FIXED-PRICE PER YEAR
YEAR 1 (<12mos)	10/31/2022 – 6/30/2023	39,750 Pro rated as stated date
YEAR 2	7/1/2023 – 6/30/2024	39,800
YEAR 3	7/1/2024 – 6/30/2025	40,000
YEAR 4 (Option)	7/1/2025 – 6/30/2026	40,500
YEAR 5 (Option)	7/1/2026 – 6/30/2027	40,500

1. I acknowledge receipt of this RFP and NA / # addenda(s) for Pool Maintenance and Repair Services of City Swimming Pools at the address mentioned in the RFP.
2. I agree to submit monthly invoices and NET 30 payment terms.
3. This proposal shall remain firm for 120 days from the date of proposal.

NAME OF PROPOSER

ADDRESS

TELEPHONE

SIGNATURE OF PERSON

AUTHORIZED TO BIND PROPOSER

SIGNATURE'S NAME AND TITLE

DATE SIGNED

John Shipley Pools
2860 Pinole Valley Rd #B Pinole Ca 94869
510 387 0060
JL Shipley
JL Shipley owner
9/22/22 - 11/4/22



CITY COUNCIL REPORT

10A

DATE: DECEMBER 20, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

**SUBJECT: ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE
ADDING CHAPTER 2.64 "CRIMINAL BACKGROUND CHECKS" TO
THE MUNICIPAL CODE RELATING TO ACCESS TO STATE AND
FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION**

RECOMMENDATION

Staff recommends the City Council introduce and conduct the first reading of an ordinance adding Chapter 2.64 "Criminal Background Checks" to Title 2 of the Municipal Code authorizing the City to access state and federal level fingerprint based criminal history information for new hires, including volunteers and contract employees, and certain license applicants.

BACKGROUND

The Pinole Municipal Code currently provides no authority to obtain and submit the fingerprints to the California Department of Justice ("DOJ") of a person to whom the City has made a conditional job offer or a person who has offered to be a volunteer for City services in order to confirm that the individual has no criminal history which would demonstrate incompatibility or a lack of qualifications for City service.

California Penal Code Section 11105 authorizes cities to access state and federal level summary criminal history information for employment purposes for all prospective city employees, volunteers, and contract employees, if the City Council has given the City Manager authority to obtain such records. Penal Code Section 11105.2 further authorizes the City to obtain State subsequent arrest information with respect to employees, volunteers, and licensing and certification duties. The City may not disseminate the information to any other entity or otherwise disclose such information except as permitted by law.

DISCUSSION

Conducting pre-employment background checks can assist the City in making better hiring decisions by uncovering important information about a candidate's work experience, education, and licenses. Background checks can also help safeguard the City, its employees and the community. In order to ensure that the interests of the City of Pinole, its employees and members of the public are protected and to help minimize

potential liability, the City desires to identify those individuals who have a criminal history so that information about criminal history can be used in employment decisions, licensing decisions and other business application decisions.

California Penal Code Section 11105 authorizes the City to obtain state summary criminal background information from the DOJ if the City Council has given the City Manager authority to obtain such records. The City may not disseminate the information to any other entity or otherwise disclose such information except as permitted by law.

The City is also eligible to access federal level criminal history information by transmitting the fingerprints and related information to the Federal Bureau of Investigation ("FBI") for the same purpose as the DOJ submission. The fingerprints of an applicant would be transmitted to DOJ, and DOJ will then forward or submit the fingerprints to the FBI for the purpose of obtaining any pertinent federal criminal history information, as well as, a criminal background check in all 49 other states.

At present, the City fingerprints new hires to conduct a state level DOJ criminal background check, but does not conduct a FBI criminal background check for new hires. The Pinole Police Department does conduct both a state level DOJ and FBI criminal background checks for new hires.

If adopted, the Ordinance would add Chapter 2.64 "Criminal Background Checks" to Title 2 "Administration and Personnel" of the Municipal Code authorizing the City to access state and federal level fingerprint based criminal history information for all prospective full-time and part-time City employees, including volunteers and contract employees as part of the application process. The City shall not hire individuals whose background check reveals a felony conviction or a misdemeanor involving moral turpitude. The Ordinance also authorizes the City to require certain licensees submit to fingerprint based background checks to ensure no state or federal convictions and arrests exist that may disqualify the license applicant.

Further, the Ordinance would provide an opportunity for any applicant who has been disqualified as a result of the fingerprint check an opportunity to challenge the accuracy of the information and correct or complete the record. The City may disregard the prior conviction if the conviction may be disregarded based upon mitigating circumstances, or the conviction is not related to the employment in question, or as otherwise required by law.

The Municipal Code Update Subcommittee reviewed and approved the proposed ordinance without revision, and recommended that Staff present to the City Council the ordinance included as Attachment A.

FISCAL IMPACT

Fiscal impact for access to state and federal records is minimal. Each background check will cost the City approximately ten (\$10) to seventeen dollars (\$17.00), in addition to staff time to review during the applicant process.

ATTACHMENTS

- A. Ordinance Of The City Council Of The City Of Pinole, State Of California, Adding Chapter 2.64 To The Municipal Code Relating To Access To State And Federal Level Summary Criminal History Information

ORDINANCE NO. 2022-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PINOLE ADDING CHAPTER 2.64 “CRIMINAL BACKGROUND CHECKS” TO THE
MUNICIPAL CODE RELATING TO ACCESS TO STATE AND FEDERAL LEVEL
SUMMARY CRIMINAL HISTORY INFORMATION**

WHEREAS, the City of Pinole (“City”) desires to submit the fingerprints of all applicants for employment by the City, including volunteer and contract employment, to the California Department of Justice (“DOJ”) in order to confirm that the individual has no criminal history which would demonstrate incompatibility for City service; and

WHEREAS, the City of Pinole Municipal Code does not currently authorize the City to obtain and transmit the fingerprint images and related information to the DOJ to be transmitted to the Federal Bureau of Investigation to ensure no federal convictions exist; and

WHEREAS, California Penal Code Section 11105 authorizes the City to access state and federal level summary criminal history information for employment purposes for all prospective city employees, volunteers, and contract employees, if the City Council has given the City Manager or his or her designee authority to obtain such records by ordinance; and

WHEREAS, Penal Code Section 11105.2 authorizes the City to obtain State subsequent arrest information with respect to fulfilling employment, volunteer, licensing and certification duties upon the arrest of any person whose fingerprints are maintained on file at the DOJ as the result of an application for licensing, employment, certification, or approval; and

WHEREAS, the City Council finds that the employment process will benefit from access to any pertinent federal or multi-state criminal history information.

NOW THEREFORE, the City of Pinole does ordain as follows:

Section 1. Recitals

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

Section 2. Municipal Code Amendment – Chapter 2.64

Chapter 2.64 “Criminal Background Checks” is hereby added to Title 2 “Administration and Personnel” of the Municipal Code to read as follows:

Chapter 2.64 CRIMINAL BACKGROUND CHECKS

2.64.010 Personnel. Furnishing of summary criminal history information to authorized persons:

(a) Employment Application. All applicants for employment by the City, including volunteer and contract employment, shall be required to submit to a state- and federal-level fingerprint-based criminal history records check conducted by the City.

(b) Authorization for Access. Pursuant to the Penal Code section 11105 (b)(11) authorization for a city, county, city and county or district to conduct a fingerprint-based federal criminal history record checks, the City is authorized to access state- and federal-level summary criminal history information for employment purposes for all City employee, volunteer, and contract employee applicants, and may not disseminate the information to any other entity or otherwise disclose such information except as permitted by law. The City shall submit to the Department of Justice fingerprint images and related information required by the Department of Justice for all persons applying for employment, pursuant to Penal Code section 11105(u). The Department of Justice shall provide a state or federal level response pursuant to Penal Code section 11105(p).

(c) Moral Turpitude Conviction—Exception. The City shall not consider a person who has been convicted of a felony, nor of a misdemeanor involving moral turpitude, eligible for employment, except that such conviction may be disregarded if it is determined that mitigating circumstances exist, or that the conviction is not related to the employment in question, or as otherwise required by law.

(d) Licensees. Licensees, (for example business owners who are legally required and employees, EMT's, etc.), shall submit electronic fingerprint images, and related information required by the Chief of Police for the purpose of obtaining information as to the existence and content of a record of state or federal convictions and arrests to be considered as set forth in this chapter.

Section 3. Severability

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

Section 4. Effective Date

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

Section 5. Publication

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 20th day of December, 2022, by the following vote:

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

I hereby certify that the foregoing urgency ordinance was introduced, passed, and adopted on the 20th day of December 2022.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

10B

DATE: DECEMBER 20, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

SUBJECT: FIRST READING OF ORDINANCE ADDING CHAPTER 2.62 "CODE OF ETHICS AND CONDUCT" TO THE PINOLE MUNICIPAL CODE

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of an ordinance adding Chapter 2.62 to the Pinole Municipal Code codifying the City's Code of Ethics for elected and appointed officials, with minor revisions.

BACKGROUND

The residents of the City of Pinole expect their public officials to comply with both the letter and the spirit of the laws of the United States of America, the State of California, the Pinole Municipal Code, and to establish policies for the City of Pinole affecting the operations of local government. In addition, public officials are expected to comply with the provisions of the City's Code of Ethics established pursuant to the expressed will of the people. All persons covered by the Code of Ethics shall aspire to meet the highest ethical standards in the conduct of their responsibility as a public official of the City of Pinole.

In furtherance of these ideals, Pinole City Council adopted Resolution No. 2007-10, establishing a Code of Ethics for members of the City Council, Boards, Commissions, and Staff of the City of Pinole. See Attachment B. The Code of Ethics sets forth the ethical standards for the conduct of public officials in the City of Pinole. Resolution No. 2007-10, the City's Code of Ethics, is incorporated into the City of Pinole's Public Official Handbook and provided to newly elected and appointed public officials.

DISCUSSION

Resolution No. 2007-10, establishing the City's Code of Ethics, has not been updated or revised since its adoption in 2007. At the direction of the City Council, the Municipal Code Update Subcommittee reviewed the Code of Ethics to make recommendations for updates. The ordinance included below as Attachment A will codify the Code of Ethics as part of the City's Municipal Code. No longer residing solely in a Resolution, if approved the Code of Ethics would be more accessible to the public which will promote transparency and accountability. In addition, the

ordinance will expand application of the Code of Ethics to all members of the City Council, Board, Commissions and Staff of the City of Pinole, including the City Treasurer. The prior version of the Code of Ethics did not include the City Treasurer as a public official subject to the Code of Ethics.

FISCAL IMPACT

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

ATTACHMENTS

- A. Ordinance Adding Chapter 2.62 "Code Of Ethics And Conduct" To The Pinole Municipal Code
- B. Resolution No. 2007-10

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA ADDING CHAPTER 2.62 “CODE OF ETHICS AND CONDUCT” TO THE PINOLE MUNICIPAL CODE

WHEREAS, the Pinole City Council desires to achieve public faith in the ethical ideals of American democratic government; and

WHEREAS, the Pinole City Council, as a public body, desires to maintain high standards; and

WHEREAS, the Pinole City Council desires that the City of Pinole’s Boards, Commissions, Elected and Appointed Officials, and staff maintain the same high standards; and

WHEREAS, it is the purpose of this Ordinance to codify the Resolution of the City Council of the City of Pinole Adopting An Amended Code Of Ethics For Members Of The City Council, Board, Commissions And Staff Of The City Of Pinole (Resolution No. 2007-10) to set forth the City’s core values, principles and prohibited conduct; and

WHEREAS, it is the purpose of this Ordinance to add Chapter 2.62 entitled “CODE OF ETHICS AND CONDUCT” to Title 2 Administration and Personnel of the Municipal Code to establish a code of ethics and conduct applicable to all members of the City Council, Board, Commissions and Staff of the City of Pinole, including the City Treasurer; and

WHEREAS, the Municipal Code of the City of Pinole requires amendment in order to incorporate the Code of Ethics and Conduct.

NOW, THEREFORE, the City Council of the City of Pinole does 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.

Section 2: Municipal Code Amendment.

Title 2 Administration and Personnel of the Pinole Municipal Code is amended to add new Chapter 2.62, “Code of Ethics and Conduct” as follows:

Chapter 2.62 Code of Ethics and Conduct

2.62.010 Purpose and Intent.

It is the purpose and intent of the City Council of the City of Pinole in enacting this Division to achieve fair, ethical, and accountable local government for the City of Pinole; to assure that individuals and interest groups in our society have a fair and equal opportunity to participate in government; to embrace clear and unequivocal standards of disclosure and transparency in

government; to help reinforce public trust in governmental institutions; and to assure that this Division is vigorously enforced to achieve fair, ethical, and accountable local government for the City of Pinole. The people of the City of Pinole expect their public officials to comply with both the letter and the spirit of the laws of the United States of America, the State of California, the Pinole Municipal Code, and established policies of the City of Pinole affecting the operations of local government. In addition, public officials are expected to comply with the provisions of this Code of Ethics and Conduct established pursuant to the expressed will of the people. All persons covered by this Code of Ethics and Conduct shall aspire to meet the highest ethical standards in the conduct of their responsibility as a public official of the City of Pinole.

2.62.020 Scope.

The provisions of this chapter shall apply to the Mayor and members of the City Council, and to all members of the boards, commissions, and committees appointed by the City Council, the Mayor, or the Mayor and City Council, including any *ad hoc* committees, elected and appointed officials, including the City Treasurer, and staff (collectively referred to as "public officials.") The provisions of this chapter shall also apply to all members of committees appointed by individual members of the City Council, Mayor, the City Manager or by department heads.

Further, the provisions of this chapter shall apply to the Mayor, Members of the City Council and Treasurer at all times during their term of office as elected officials of the City of Pinole. However, the provisions of this chapter shall apply to all members of the boards, commissions, committees and staff only while they are acting in their official capacities or affecting the discharge of their duties.

2.26.030 Code of Ethics and Conduct.

To achieve the objectives of this chapter, the Pinole City Council adopts this Code of Ethics and Conduct for all public officials, as identified in section 2.62.020, as follows:

- A. Public officials shall serve equally all members of the community without prejudice or favoritism toward any individual, group, organization or economic interest.
- B. Public officials shall promote and protect the health and safety of all members of the community.
- C. Public officials shall serve with efficiency, respect legality and heed the commands of due diligence and morality.

- D. Public officials shall recognize that they are agents of public purpose, not owners of authority.
- E. Public officials shall deal with all employees, fellow officers and members of the public without regard to political partisanship.
- F. Public officials shall promote and affirm equal opportunity for appointments and promotions for all persons without regard to partisan, political or social considerations, or race, ethnicity, national origin, religion, gender, age, sexual orientation, or physical or mental disability.
- G. Public officials shall recognize the obligation to participate fully and responsibly in matters and organizations concerned with the betterment of the life in the City of Pinole.
- H. Public officials shall exercise our authority and prestige for the benefits of the City of Pinole and all members of the community and never for personal or private advantage.
- I. Public officials shall always consider how their official actions and personal behavior might be interpreted by the public.
- J. Public officials shall avoid personal invectives in public or closed forums.
- K. Public officials shall conduct meetings of legislative bodies according to the rules of procedure established by each body. Roberts Rules of Order may be used for guidance. (Revised Edition).

Section 3: Severability.

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

Section 4. Effective Date.

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

Section 5. Publication.

The City Clerk is directed to cause this ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on December 20, 2022, the City Council passed this ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on December 20, 2022.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2007-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ADOPTING AN AMENDED CODE OF ETHICS FOR MEMBERS OF THE CITY COUNCIL, BOARDS, COMMISSIONS AND STAFF OF THE CITY OF PINOLE

WHEREAS, the Pinole City Council desires to achieve public faith in the ethical ideals of American democratic government; and

WHEREAS, the Pinole City Council, as a public body, desires to maintain high standards; and

WHEREAS, the Pinole City Council desires that the City's Boards, Commissions and staff maintain the same high standards; and

WHEREAS, the Pinole City Council amends and repeals Resolution 102-2003 to add additional language to No. 6 below to be consistent with the Constitution of the State of California; and

BE IT RESOLVED, that this Pinole City Council adopts this revised CODE OF ETHICS for its council members, members of City Boards and Commissions, and staff setting forth standards as a means for reaching ethically sound decisions, based on the following:

- 1) We shall serve equally all members of the community without prejudice or favoritism toward any individual, group, organization or economic interest.
- 2) We shall promote and protect the health and safety of all members of the community.
- 3) We shall serve with efficiency, respect legality and heed the commands of due diligence and morality.
- 4) We shall recognize that we are agents of public purpose, not owners of authority.
- 5) We shall deal with all employees, fellow officers and members of the public without regard to political partisanship.
- 6) We shall promote and affirm equal opportunity for appointments and promotions for all persons without regard to partisan, political or social considerations, or race, ethnicity, national origin, religion, gender, age, sexual orientation, or physical or mental disability.
- 7) We shall recognize the obligation to participate fully and responsibly in matters and organizations concerned with the betterment of life in the City of Pinole.
- 8) We shall exercise our authority and prestige for the benefits of the City of Pinole and all members of the community and never for personal or private advantage.
- 9) We shall always consider how our official actions and personal behavior might be interpreted by the public;

10) We shall avoid personal invectives in public or closed forums.

11) We shall conduct meetings of legislative bodies according to the rules of procedure established by each body. Roberts Rules of Order may be used for guidance. (Revised Edition).

AND BE IT FURTHER RESOLVED that the Council Members agree to sign this Code below as an affirmation of their dedication to maintaining high standards and principles.

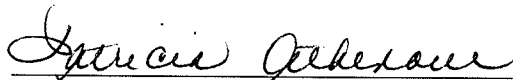
PASSED AND ADOPTED this 6th day of February 2007 by the following vote:

AYES: COUNCILMEMBERS: Alegria, Cole, Horton, Murray, Tilton

NOES: COUNCILMEMBERS: None

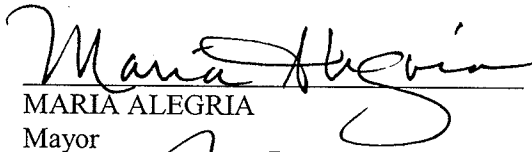
ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

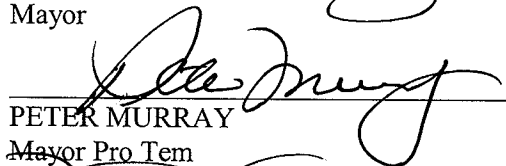


PATRICIA ATHENOUR, CMC
CITY CLERK of the City of Pinole

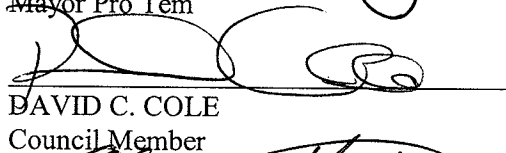
Signed & Adopted In Principle by the Following Council Members:



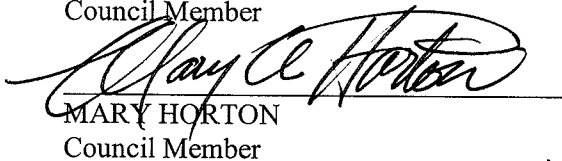
MARIA ALEGRIA
Mayor



PETER MURRAY
Mayor Pro Tem



DAVID C. COLE
Council Member



MARY HORTON
Council Member



STEPHEN S. TILTON
Council Member



CITY COUNCIL REPORT

12A

DATE: DECEMBER 20, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

SUBJECT: CITY COUNCIL BUDGET FOR TRAINING AND MEMBERSHIPS

RECOMMENDATION

City staff recommends that the City Council appropriate additional funding in the FY 2022/23 budget, by minute order, of \$2,400 per Council Member, for Council Member training and memberships, and consider appropriating funds that Council Members can use for miscellaneous discretionary City purposes as part of the FY 2023/24 budget development process.

BACKGROUND

At its meeting on November 15, 2022, the City Council approved a future agenda item on the City Council budget for Council Member training and conferences, as well as a potential budget for Council Members to use for miscellaneous discretionary City purposes.

The City's FY 2022/23 Operating and Capital Budget includes appropriations totaling \$176,396 for the City Council. \$170,496 of this comes from the General Fund and \$5,900 from Measure S 2014. The funds are dedicated to different categories of expenses, as illustrated in the table below.

Category of Expenditures	Amount
Salaries and Benefits	\$103,391
Services and Supplies	
Office Expense	\$500
Travel and Training	\$9,000
Memberships	\$21,485
Special Department Expense	\$59,490
Utilities	\$1,030
Professional Services	\$5,900
Indirect Cost Allocations	-\$24,400
Total	\$176,396

The \$103,391 budgeted for salaries and benefits covers the monthly stipend that Council Members receive (\$562.50 per month) as well as City-provided benefits that Council Members enroll in (medical, dental, vision, etc.).

The travel and training category includes funding for the items listed below, also summarized in the table below:

- One Council Member to attend the Association of Bay Area Governments' (ABAG) annual meeting;
- \$500 per Council Member for a training or membership of their choice;
- Attendance by two Pinole representatives (Council Members and/or staff) at each monthly Contra Costa Mayors Conference meeting;
- Attendance by two City representatives (Council Members and/or staff) at the bimonthly League of California Cities ("The League," "Cal Cities," LCC) East Bay Division meetings;
- Funding to reimburse miscellaneous expenditures by Council Members serving on League of California Cities committees;
- \$600 per Council Member to attend the annual League of California Cities conference;
- Funding to reimburse the Mayor for miscellaneous travel expenses; and
- Funds for Council Members to participate in other miscellaneous City sponsored events and other dinners and ceremonies.

Travel and Training	Amount
Association of Bay Area Governments (ABAG) (one delegate)	\$250
Allocated Appropriation (5 @ \$500)	\$2,500
CCC Mayor's Conference monthly dinners (2 @ \$50/person)	\$1,200
League of California Cities East Bay Division meetings	\$600
Funding for council members on league committees	\$500
League of California Cities Conference (5 @ \$600)	\$3,000
Mayor's travel expenses	\$600
Other identified City sponsored events	\$250
Various dinners/award ceremonies	\$100
Total	\$9,000

The memberships category includes funding for the items listed below, also summarized in the table below:

- The City's annual membership in ABAG;
- The City's annual membership in the Contra Costa Mayors Conference;
- The City's annual dues for the Contra Costa Local Agency Formation Commission (LAFCo);

- The City's annual membership in the League of California Cities; and
- Other miscellaneous memberships to be determined.

Memberships	Amount
Association of Bay Area Governments (ABAG) dues	\$5,500
Contra Costa Mayor's conference	\$1,400
Local Agency Formation Commission (LAFCO) dues	\$6,300
League of California Cities East Bay Division	\$8,085
Other Memberships	\$200
Total	\$21,485

The special department expense is primarily comprised of the cost of PCTV's broadcast of City Council meetings, although also includes the cost for the Mayor to attend the monthly meetings of the West County Mayors and Supervisors Association. The professional services expense is the amount budgeted for a consultant to provide the City Council with teambuilding and strategic planning services.

REVIEW & ANALYSIS

It can provide the City with a substantial benefit when Council Members develop their policy expertise, skills, and networks by attending trainings/conferences and participating in membership organizations. The City's FY 2022/23 budget includes a small amount of funding for Council Members to attend the annual League of California Cities conference, other trainings/conferences, and membership and participation in professional associations.

Attendance by a Council Member at the League of California Cities annual conference, which alternates each year between a Southern California and Northern California location, has an average cost in the range of \$2,000. There are a number of other trainings and conferences that are held each year that could also be beneficial for Council Members. The FY 2022/23 budget includes approximately \$1,100 per Council Member for attendance at the League of California Cities annual conference and other trainings and memberships, such as League of California Cities caucuses. It would be reasonable for that amount to be closer to \$3,500 per Council Member, such that each Council Member could attend the annual League of California Cities conference, approximately one other conference or training, and have a membership in one or more relevant associations/organizations. City staff therefore recommends that the City Council appropriate an additional \$2,400 per Council Member in the FY 2022/23 budget to the Travel and Training Allocated Appropriation line item for Council Member training, conferences, and memberships.

City staff recommends that the City clarify the intent of each line item in the City Council budget as part of the FY 2023/24 budget development process.

City staff recommends that the City Council consider whether to appropriate funds that Council Members can use for miscellaneous discretionary City purposes, separate from training and memberships, as part of the FY 2023/24 budget development process. Some cities budget a fixed amount of funding that each council member can use for training, memberships, and other City purposes.

FISCAL IMPACT

Increasing funding in the FY 2022/23 budget for Council Members to attend trainings/conferences and become members of relevant associations/organizations from the current amount of \$1,100 per Council Member to \$3,500 per Council Member would increase the City's cost by \$12,000 annually if all Council Members fully expended the \$3,500. This funding is available in the City's unallocated General Fund balance.

ATTACHMENT

None