PINOLE CITY COUNCIL
AGENDA

TUESDAY
JUNE 04, 2019

6:00 P.M.

2131 Pear Street, Pinole, California

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

Public Comment: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction subject to the rules of decorum described in Council Resolution 2019-03. If you wish to address the City Council, please complete the gold card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters **not** listed on the agenda during Citizens to be Heard, Agenda Item 5.

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. Assisted listening devices are available at this meeting. Ask the City Clerk if you desire to use this device.

Note: Staff reports are available for inspection at the Office of the City Clerk, City Hall, 2131 Pear Street during regular business hours, 8:00 a.m. to 4:30 p.m. Monday – Thursday, and on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us

COUNCIL MEETINGS ARE TELEVISED 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. City Council meetings are video-streamed live on the City's website, and remain archived on the site for five (5) years.

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

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

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

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

3. CONVENE TO A CLOSED SESSION

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

NO CLOSED SESSION SCHEDULED

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

5. CITIZENS TO BE HEARD (Public Comments)

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

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing Pinole Valley High School Spartans Baseball Team

B. Presentations / Recognitions

1. Recognizing Stewart McCale in his retirement from Pinole Community Television (PCTV)

2. Community Services Day Presentation by Community Services Commissioner Debbie Ojeda

3. Finance/Recreation/Administrative/Housing Division Updates by Assistant City Manager De La Rosa and Finance Director Miller

7. CONSENT CALENDAR

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

A. Approve the Minutes of the Meetings of May 13 and May 21, 2019.

B. Receive the May 18, 2019 – May 31, 2019 List of Warrants in the Amount of $232,782.36 and the May 31, 2019 Payroll in the Amount of $357,562.41.

C. Approve An Amendment To The Professional Services Agreement With Michael Baker International To Extend The Term **[Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

D. Adopt A Resolution Declaring Intent For The Levy And Collection Of Annual Assessments And Set The Public Hearing For June 18, 2019 For The Pinole Valley Road Landscape And Lighting Assessment District For FY 2019/2020, And Approving The Annual Engineer's Report **[Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

E. Approve An Amendment To The Contract And Issue A Task Order For 4Leaf Inc. For A Project Specific Planner In An Amount Not To Exceed $50,000 **[Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

F. Adopt A Resolution Approving Side Letter Agreements To The Memorandum Of Understandings (MOUs) Between The City Of Pinole And The Represented Groups (AFSCME Local 512, Local 1, Pinole Police Employees Association, And International Association Of Firefighters) And Authorizing Amendments To Management, Unrepresented/Confidential Employees Contracts Adjusting The Retirement Sharing Formula Effective June 24, 2019 **[Action: Adopt Resolution Per Staff Recommendation (De La Rosa)]**

G. Authorizing The City Manager To Execute A Contract With Hinderliter De Llamas & Associates (Hdl) In The Amount Not To Exceed $34,000 For Economic Development Services **[Action: Adopt Resolution Per Staff Recommendation (De La Rosa)]**

8. PUBLIC HEARINGS

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

9. OLD BUSINESS

A. Consider A Resolution Creating An Ad-Hoc Committee To Work With The Fire Ballot Measure Polling Consultant **[Action: Consider Adopting Resolution, Per Staff Recommendation (Fitzer)]**

10. NEW BUSINESS

A. Consider A Resolution Recognizing June As LGBTQ+ Month And Directing Staff To Fly The Rainbow Flag During The Month Of June 2019 **Action: Consider Adopting Resolution, Per Staff Recommendation (Fitzer)]**

11. REPORTS & COMMUNICATIONS

A. Mayor Report
   1. Announcements

B. Mayoral & Council Appointments
   1. School Resource Officer (SRO) Subcommittee

C. City Council Committee Reports & Communications

D. Council Requests For Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of June 18, 2019 In Remembrance of Amber Swartz.

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

POSTED: May 30, 2019 at 4:00 P.M.

_____

Heather Iopu, CMC
City Clerk

West Contra Costa Unified School District
Board of Education / Pinole City Council Joint Meeting Minutes
PINOLE MIDDLE SCHOOL
GYMNASIUM
1575 MANN DR.
PINOLE, CA 94564

May 13, 2019 6:30 PM

A. PLEDGE OF ALLEGIANCE
President Panas called the meeting to order at 6:37 PM and led the Pledge of Allegiance.

B. WELCOME AND MEETING PROCEDURES
President Panas offered welcome and instructions to the public regarding the meeting.

C. ROLL CALL

Board Members Present: Valerie Cuevas, Stephanie Hernández-Jarvis, Consuelo Lara Tom Panas, Mister Phillips

City Council Members Present:
Pete Murray; Norma Martinez-Rubin, Vincent Salimi, Anthony L. Tave
Roy Swearingen arrived at 7:17 PM.

City Staff Present: Michelle Fitzer, City Manager; Neil Gang, Police Chief; Heather Iopu, City Clerk

District Staff Present: Linda Delgado, Coordinator Charter School Oversight; Matthew Duffy, Superintendent; Luis Freese, District Engineering Officer; Gracie Guerrero, Associate Superintendent Chief Academic Officer; Debbie Haynie, Executive Secretary; Joshua Herrera, Maintenance Supervisor; Kibby Kleiman, Principal Pinole Valley High School; Lisa LeBlanc, Associate Superintendent Facilities, M & O/Bond Program; Roxanna Molina, Translator; Denise Van Hook, Principal Pinole Middle School; Marcus Walton, Communications Director; Greg Whaling, Principal Ellerhorst Elementary

D. AGENDA REVIEW AND ADOPTION
President Panas recommended moving item F.3 to follow F.1. The group accepted the amended agenda.

E. STUDENT PERFORMANCE: Pinole Valley High School Concert Choir
Principal Kleiman introduced the award-winning Pinole Valley High School Concert Choir, which performed selections under the direction of music teacher Joseph Lim.

F. OPEN FORUM FOR PUBLIC COMMENT

Kent Moriarty, Pinole resident, spoke about the street striping plan for Pinole Valley Road in front of the high school.

Tamera Campbell, Pinole resident, expressed concern regarding bullying and student safety.

G. STUDY SESSION

Superintendent Duffy provided background and framing for the evening's joint meeting with the Pinole City Council.

1. Charter School Update

Dr. Delgado provided a report regarding charter schools, fiscal overview of charters, and a Pinole schools snapshot. She shared information about the charters currently located within the Pinole area and noted the anticipated growth for each.

Public Comment:
Ivette Rico, Tamera Campbell, Frank Martinez, John Irminger, Joseph Glatzer, Carlos Taboada, Rafael Menis

Dr. Delgado provided clarification to the subgroups of charts included in the presentation.

Councilmember Tave had questions about the number of students lost to charters, and how that number equated to ADA income. Superintendent Duffy offered clarification of approximately $10,000 per student and the district's current cost cutting mode with the three-year budget projections noting the projected student loss. Mr. Tave inquired about the fiscal loss impact to the school district. He had additional questions about use of metrics for comparisons. Superintendent Duffy provided clarification and noted the Board's support of a state moratorium on charter schools as well as other pending state legislation.

Councilmember Salimi shared statistics about low student performance, reduced enrollment, and increased funding, comparing with charter schools. He inquired about the demand and interest for charter schools. Superintendent Duffy responded with information about parents' concerns for safety and academic rigor, as well as smaller learning environments. Superintendent Duffy spoke about steps being taken to improve the district, including efforts to retain quality teachers, the positive school climate resolution, and aggressive academic improvement.

Councilmember Martinez-Rubin asked about performance and how positive changes were measured. Superintendent Duffy shared information about improved focus on teacher retention, suspension reductions, SBAC scores and number of schools showing positive momentum. He spoke about the district roadmap with goals for the next five years. Ms. Martinez-Rubin asked about closure of a charter, financial control, appointment to a charter board. Superintendent Duffy responded with clarification

regarding performance and disciplinary measures taken. He also spoke about legal advice regarding potential conflict of interest for board members to sit on a charter board of directors.

Mayor Pro Tem Swearingen remarked on the increase of charter and private school options and asked about a way that the district could enact local legislation of a fee to reimburse the financial loss. Superintendent Duffy responded.

Mayor Murray spoke about the perplexing situation and the migration of students to charter schools. He inquired about any budget oversight for charter schools or any protection for the public school agency. Superintendent Duffy offered clarification and spoke about the great things happening in Pinole schools of interest to parents. He also clarified the fiscal responsibility for the charter authorizer.

Board Member Cuevas spoke about the complexity of charter law skewed in favor of charter schools. She asked Dr. Delgado to clarify the number of charters in the district. Dr. Delgado explained the charter law approved by voters and legislative requirements putting public schools at the disadvantage. Ms. Cuevas continued to speak about opportunity, resources to make district schools high quality and safe, declining enrollment and unfair requirements imposed.

Ms. Lara spoke about legislative recommendations supported by the Board. She concluded by speaking about unfair comparisons of charters with public schools.

Board Member Hernández-Jarvis encouraged meeting with local and state representatives regarding charter bills and the task force organized by State Superintendent of Schools Tony Thurmond. She talked about the two-tier system, striving for collaboration, and assessing why Latino families are leaving the district.

Mr. Phillips clarified that this board passed a resolution in support of a statewide charter school moratorium. He commented briefly about remarks heard around bullying and the affects on children. Mr. Phillips said that he saw the tier system as an equity issue and expressed concern about learning why families feel they are not being served in district schools.

President Panas thanked everyone for attending and participating. He spoke about student SBAC scores, issues of enrollment and loss of ADA funding. He shared that the board members were focused to make the district system of choice for students, and acknowledged the challenge with co-location of a charter school.

Item F.3 was taken at this point of the agenda.

2. School Resource Officers in the WCCUSD

Superintendent Duffy provided history and context about the SRO program in the district with officers at each comprehensive high school, middle school, and the

continuation high school. The district pays the full cost of officers, and considered other models and cost sharing options. Currently the district pays $164,000 per officer to the City of Pinole for that service. In order to create unanimity across the district and reduce expenditures, the Board has determined to cap the 2019-2020 contribution to each SRO at $150,000 per officer. He shared information about the contracts committee meeting with city managers to open the discussion of the potential to move to a cost-sharing model for the 2020-2021 school year. Superintendent Duffy spoke about projected budget losses going forward and the Board budget decisions ahead. He commended Chief Gang and City Manager Fitzer as great partners to the district.

Public Comment:
Ivette Ricco, Tamera Campbell

Councilmember Tave introduced Pinole Police Chief Gang who presented information regarding the SRO program in the Pinole community.

Councilmembers shared concerns around safety, the value and importance of the SRO program, and the city's own budget restrictions.

City Manager Fitzer shared some of the conversation from the contracts committee meeting with other city managers. She said the cities understand the fiscal struggles as they each face struggles to return city services along with loss of sales tax generators and increased pension costs. She spoke of the importance to determine how to provide some sort of partnership while challenged financially.

Board members shared their concerns to protect and educate students and the need to consider assistance from cities with budgetary issues. Board members acknowledged the importance of keeping children safe as well as supporting children with the goodwill created by the personal relationship with officers.

President Panas advocated for a long and serious conversation to determine a resolution.

3. Pinole Valley High School Update
District Engineering Officer Luis Freese provided a detailed overview of the construction of the new high school campus. He shared information about the demolition of the old site and installation of fields and landscaping. Opening of new campus is scheduled for August 2019 with completion of fields projects by fall 2021.

Councilmembers relayed various inquiries about cost impacts, value engineering, safety and evacuation plans, solar paneled carports, and planting areas with trees on campus and along Pinole Valley Road.

Board members thanked the Council for its interest and support, expressing excitement about the opening of the school.

Public Comment:
Rafael Menis

H. ADJOURNMENT

President Panas adjourned the meeting at 10:36 PM, thanking the Council for participating.

SHJ
5/22/19

CITY COUNCIL MEETING
MINUTES
May 21, 2019

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

The City Council Meeting was held in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Murray called the Regular Meeting of the City Council to order at 6:01 p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Michelle Fitzer, City Manager
Hector De La Rosa, Assistant City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Neil Gang, Police Chief
Scott Kouns, Fire Chief
Andrea Miller, Finance Director
Tamara Miller, Development Services Director/City Engineer
Joe Bingaman, Public Works Manager
Leticia Andreas, Management Analyst

City Clerk Iopu announced the agenda was posted on May 16, 2019 at 4:00 p.m. All legally required notice was provided.

City Clerk Iopu announced that additional items pertaining to Items 6B3 and 7C of the agenda were provided at the dais for the Council and copies were placed at the rear of the Chamber for the public.

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

3. CONVENE TO A CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION
Pursuant to Gov. Code § 54956.9(d)(4)
One Matter

The following speaker addressed the City Council:

Irma Ruport, resident of Pinole, requested that a description of government codes be included

in the Closed Session agenda item descriptions.

City Attorney Casher responded.

At 6:03 p.m. the City Council convened in Closed Session.

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

Mayor Murray reconvened the City Council to Open Session at 7:03 p.m. and announced that there was no reportable action from the Closed Session.

5. CITIZENS TO BE HEARD (Public Comments)

At 7:04 pm, the Mayor inquired if there were any Public Comments. The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding the high number of recent fire service calls and in support of increasing funds to support the Fire Department. Made comments regarding the Constitution and government structure.

Bob Kopp, resident of Pinole, announced the upcoming Car Show on June 23 and detailed the organizations where the proceeds would be donated.

Kent Moriarty, resident of Pinole, spoke regarding the planned road striping on Pinole Valley Road. Encouraged amending the plan to reduce vehicle lane width to 10 feet to improve safety for bicycle riders.

Mayor Murray referred roadway design for bicycle and car transit to the TAPS committee for review. Council gave consensus.

Irma Ruport, resident of Pinole, spoke regarding the importance of attending public meetings and announced upcoming meeting dates and times. Spoke regarding the active Community Service Commission recruitment.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing May 19-25 As Public Works Week (T. Miller)

Mayor Murray read a Proclamation recognizing May 19-25 as Public Works Week and presented it to Development Services Director/City Engineer Miller and Public Works Manager Bingaman.

Development Services Director/City Engineer Miller thanked the Council and introduced Joe Bingaman, new Public Works Manager.

2. Recognizing May 19-25 As Emergency Medical Services Week (Kouns)

Mayor Murray read a Proclamation Recognizing May 19-25 as Emergency Medical Services Week and presented it to Fire Chief Kouns.

Chief Kouns thanked the Council, highlighted EMS Week activities and introduced Leticia Andreas, new Management Analyst.

B. Presentations / Recognitions

1. Introduction of new Public Works Manager Joe Bingaman (T. Miller)
2. Introduction of new Fire Department Management Analyst, Leticia Andreas (Kouns)
3. League of California Cities Update by Samantha Caygill

Samantha Caygill presented update on League of CA Cities 2019 Strategic Priorities, provided position information on pending legislation and announced upcoming events and opportunities.

Mayor Murray thanked Ms. Caygill and made comments. Councilmembers asked questions. Ms. Caygill responded to questions and provided information on the League of CA Cities website for the public.

7. CONSENT CALENDAR

Councilmember Tave asked for clarification from staff on report for Item 7E. City Manager Fitzer confirmed that all registered voters in Pinole will be contacted for participation in the EMC Research Fire Study Poll.

A. Approve the Minutes of the Meeting of May 7, 2019

B. Receive the May 4, 2019 – May 17, 2019 List of Warrants in the Amount of $618,092.23 and the May 17, 2019 Payroll in the Amount of $461,129.13.

C. Adopt A Resolution Initiating Proceedings For The Annual Levy Of Assessments And Ordering The Preparation Of The Annual Engineer's Report For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2019/2020 **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**

D. Adopt A Resolution Authorizing The City Manager To Execute A Lease Agreement With The Pinole Community Players For Use Of 601 Tennent Avenue **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

E. Authorizing The City Manager To Execute An Agreement With EMC Research, Inc. To Conduct Polling For The Potential Fire Study Ballot Question In The Amount Of $24,950 **[Action: Authorize City Manager to Execute Agreement per Staff Recommendation (Fitzer)]**

F. Approving A Temporary Amendment To The Staffing Allocation In The Fire Department To Hire An Additional Fire Academy Recruit **[Action: Adopt Resolution per Staff Recommendation (Kouns)]**

G. Adopt A Resolution To Approve A Task Order And Funding Allocation For 4leaf For Fire Prevention/Inspection Services Through June 30, 2022 In An Amount Not To Exceed $160,000 Annually On A Fiscal Year Basis **[Acton: Adopt Resolution and per Staff Recommendation (Kouns)**

H. Approving The Pinole Salary Schedule For All Represented And Unrepresented Employee Classifications In Conformance With California Code Of Regulations, Title 2, Section 570.5 **[Action: Adopt Resolution Per Staff Recommendation (De La Rosa)]**

I. Rejection Of Apparent Low Bid As Unresponsive, Award Of Contract To MVP Construction LLC, Inc. In The Amount Of $318,603 For Construction Of The Fernandez Park Restroom Building Replacement, And Authorizing Increasing The Funding Allocation By $57,808 **[Action: Award Contract per Staff Recommendation (T. Miller)]**

The following speaker addressed the City Council regarding Item 7I.

Rafael Menis, resident of Pinole, highlighted the rejection of low bid by the City and spoke regarding the bid process for the benefit of potential future bidders.

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to approve Consent Calendar Items A-I

Vote:	**Passed**	**5-0**
	Ayes:	**Murray, Swearingen, Martinez-Rubin, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

8. PUBLIC HEARING

No Public Hearing scheduled.

9. OLD BUSINESS

A. Consideration Of The Library Maintenance And Service Agreement Between The City Of Pinole And Contra Costa County **[Action: Consider Agreement per Staff Recommendation (Fitzer)]**

City Manager Fitzer presented report and outlined the action.

Melinda Cervantes, County Librarian, made comments regarding details of the service agreement. Spoke regarding the base hours, operations, and maintenance costs.

Councilmembers asked questions. Ms. Cervantes and Library Manager Frances Adebola-Wilson responded to questions.

Discussion regarding library funding and amount of Pinole property sales tax allocation to the County for library services.

Discussion regarding the language in the service agreement with regard to the base hours of the library.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding the details of the agreement.

Bob Kopp, resident of Pinole, asked when the library hours were reduced. Commented that the City of Pinole is paying an exorbitant amount of money to the County for library services in Pinole. Encouraged more review of the agreement.

Councilmembers and staff responded to public comments and questions.

County Librarian Cervantes asked to bring back more detail to the Council on the allocation of funds within the County and specific information on Pinole.

Further discussion by Councilmembers regarding approval of the agreement.

ACTION: Motion by Councilmembers Salimi/Martinez-Rubin to approve the Library Maintenance and Service Agreement between the City of Pinole and Contra Costa County and Adopt Resolution

Vote:	**Passed**	**3-2**
	Ayes:	**Martinez-Rubin, Salimi, Tave**
	Noes:	**Murray, Swearingen**
	Abstain:	**None**
	Absent:	**None**

10. NEW BUSINESS

A. Receive the FY 2018-19 Third Quarter Financial Report And Adopt A Resolution Approving Budget Adjustments **[Action: Receive Report and Adopt Resolution per Staff Recommendation (T.Miller)]**

Finance Director Miller presented report and outlined the action.

Councilmembers asked questions. Staff addressed questions.

The following speakers addressed the City Council regarding Item 10A.

Rafael Menis, resident of Pinole, asked questions regarding the report.

Staff responded to public questions.

ACTION: Motion by Councilmembers Swearingen/Salimi to Receive the FY 2018-19 Third Quarter Financial Report And Adopt A Resolution Approving Budget Adjustments

Vote:	**Passed**	**5-0**
	Ayes:	**Murray, Swearingen, Martinez-Rubin, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

B. Code Enforcement Operation **[Action: Receive report. (Fitzer)]**

City Manager Fitzer presented report on Code Enforcement.

Development Services Director/City Engineer Miller presented information on current status of Code Enforcement management.

Chief Gang made comments regarding the Code Enforcement model and cited opportunities for improvements that can be made if it is housed within the Police Department.

Councilmembers asked questions of staff.

Discussion regarding the appropriate department to house the Code Enforcement program. Councilmembers made comment regarding the benefits and challenges of housing the program in the Development Services or the Police Department. Concerns of the community cited.

Councilmembers asked questions regarding current use of FTE and how priority level categories are being addressed. Staff responded to questions.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, asked for clarification regarding details of the staff report. Suggested creating a new department for Code Enforcement, and made comments regarding tracking system for receiving Code complaints.

City Manager Fitzer responded to public questions.

ACTION: Motion by Councilmembers Salimi/Swearingen to extend the meeting beyond 11:00 p.m.

Vote:	**Passed**	**5-0**
	Ayes:	**Murray, Swearingen, Martinez-Rubin, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

Irma Ruport, resident of Pinole, expressed need to take proactive community-based outreach method to address Code Enforcement.

Councilmembers made comments and held discussion on each of the three motions before approval with the following votes:

ACTION: Motion by Councilmembers Salimi/Martinez-Rubin to adopt a proactive service model for Code Enforcement

Vote:	**Passed**	**3-2**
	Ayes:	**Murray, Martinez-Rubin, Salimi**
	Noes:	**Swearingen, Tave**
	Abstain:	**None**
	Absent:	**None**

ACTION: Motion by Councilmembers Martinez-Rubin/Salimi to approve staff recommendation for code enforcement staffing Model and contract support

Vote:	**Passed**	**5-0**
	Ayes:	**Murray, Martinez-Rubin, Salimi, Swearingen, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

ACTION: Motion by Councilmembers Tave/Martinez-Rubin to house the Code Enforcement in the Development Services Department

Vote:	**Passed**	**3-2**
	Ayes:	**Martinez-Rubin, Swearingen, Tave**
	Noes:	**Murray, Salimi**
	Abstain:	**None**
	Absent:	**None**

11. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor announced community events and information:

Pinole Car Show on June 23, 2019

B. Mayoral & Council Appointments

Mayor Murray requested a future agenda item regarding creating an SRO subcommittee given the discussion at the joint meeting with the School District on May 13, 2019. Council gave consensus.

C. City Council Committee Reports & Communications

Mayor Murray gave details of discussion with School District Superintendent regarding charter schools.

Mayor ProTem Swearingen reported on recent West Contra Costa Transportation Advisory Committee (WCCTAC) meeting. Provided update on Contra Costa Transportation Authority (CCTA) sales tax measure expected to be placed on March 2020 election ballot.

Councilmember Tave reported that WestCat announced telematics will be upgraded and improvements made to software used for camera monitoring and location tracking of its buses.

Councilmember Martinez-Rubin thanked the Community Services Commission for organizing Community Services Day. Provided highlights of the event.

D. Council Requests For Future Agenda Items

Councilmember Tave requested to bring back a discussion item to adopt resolution and fly the Pride Flag in observance of Pride Month in June. Council gave consensus.

E. City Manager Report / Department Staff

City Manager Fitzer announced upcoming special meetings: Special Budget Workshop on May 28th and Fire Study Community Meeting on May 29th.

F. City Attorney Report

None.

12. **ADJOURNMENT** to the Special City Council Meeting of May 28, 2019 In Remembrance of Amber Swartz.

At 11:31 p.m., Mayor Murray adjourned to the the Special City Council Meeting of May 28, 2019 In Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:

WARRANT LISTING

By Vendor Name

City of Pinole, CA

Payment Dates 05/18/2019 - 05/31/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909A11	91050	05/24/2019	100-465-42101	BUILDING INSPECTIONS 3/1-3/31/19	10,174.40
J1909A11	91050	05/24/2019	212-461-42101	BUILDING INSPECTIONS 3/1-3/31/19	19,727.50
J1909A11	91050	05/24/2019	212-462-42101	BUILDING INSPECTIONS 3/1-3/31/19	3,434.80
J3681F	91109	05/31/2019	100-231-42101	BUILDING INSPECTIONS 4/1-4/30/19	18,480.00
				Vendor 4LE00 - 4LEAF, INC. Total:	**51,816.70**
Vendor: 1351 - ALEX HASTINGS					
53119	91110	05/31/2019	100-221-42514	REIMBURSEMENT FOR PURCHASE OF SWEATSHIRT	38.24
				Vendor 1351 - ALEX HASTINGS Total:	**38.24**
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19191674 042519	91051	05/24/2019	100-231-44301	DRINKING WATER FOR FIRE	25.52
5025519 050619	91051	05/24/2019	500-641-42201	DRINKING WATER FOR WAST WATER/TP	127.44
5025531 050619	91111	05/31/2019	207-344-42514	DRINKING WATER FOR CORP YARD	88.48
8498505 051719	91051	05/24/2019	100-222-42201	DRINKING WATER FOR POLICE	130.91
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	**372.35**
Vendor: ATT01 - AT&T					
000013015203	91053	05/24/2019	525-118-43101	1099BAN CABLE SERVICES- IT	1,092.94
000013018605	91053	05/24/2019	525-118-43101	9347BAN CABLE SERVICES- IT	648.19
000013018611	91053	05/24/2019	525-118-43101	9349BAN CABLE SERVICES- IT	787.09
000013018612	91053	05/24/2019	525-118-43101	9346BAN CABLE SERVICES- IT	1,654.76
000013018613	91053	05/24/2019	525-118-43101	9348BAN CABLE SERVICES- IT	655.65
000013018614	91053	05/24/2019	525-118-43101	9351BAN CABLE SERVICES- IT	204.27
000013018616	91053	05/24/2019	525-118-43101	9345BAN CABLE SERVICES- IT	152.83
000013019139	91053	05/24/2019	525-118-43101	9017BAN CABLE SERVICES- IT	208.77
MAY 19-2820	91052	05/24/2019	525-118-43101	TINY TOTS SOLAR	99.25
				Vendor ATT01 - AT&T Total:	**5,503.75**
Vendor: AVE03 - AVERY ASSOCIATES					
2693	91054	05/24/2019	100-343-42101	RECRUITMENT OF PUBLIC WORKS MANAGER- JOSEPH B.	110.23
2699	91054	05/24/2019	212-461-42504	RECRUITMENT OF POLANNING MANAGER	3,113.85
				Vendor AVE03 - AVERY ASSOCIATES Total:	**3,224.08**
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0002806	91055	05/24/2019	200-342-42514	SUPPLIES/PARTS	199.89
0002926	91055	05/24/2019	500-641-42107	SUPPLIES/PARTS	73.40
				Vendor BAY04 - BAY AREA BARRICADE SVC. Total:	**273.29**
Vendor: ESP01 - BELINDA ESPINOSA					
JUNE 2019	91112	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	86.41
				Vendor ESP01 - BELINDA ESPINOSA Total:	**86.41**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5726506	91056	05/24/2019	209-552-43804	SC FOOD PROGRAM	1,317.64
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**1,317.64**
Vendor: CAL04 - CALCON SYSTEMS,INC.					
44491	91057	05/24/2019	500-641-42107	SERVICE CALLS- TP	1,300.00
				Vendor CAL04 - CALCON SYSTEMS,INC. Total:	**1,300.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CHE17 - CHECKERS GROUP INC					
050719	91058	05/24/2019	100-221-42107	TOWING SERVICES- PD	120.00
				Vendor CHE17 - CHECKERS GROUP INC Total:	**120.00**
Vendor: FAI04 - CITY OF FAIRFIELD					
3135	91059	05/24/2019	100-221-42511	RANGE USE FEES- PD	490.00
				Vendor FAI04 - CITY OF FAIRFIELD Total:	**490.00**
Vendor: 1568 - CITY PRINT AND MAIL					
28034	91113	05/31/2019	500-642-42101	PRINTING SERVICES- PW	3,929.86
				Vendor 1568 - CITY PRINT AND MAIL Total:	**3,929.86**
Vendor: COM20 - COMCAST					
MAY 01 19-3450	91060	05/24/2019	215-341-43101	I-80 MOBILITY PROJECT FROM 5/5- 6/5/19	236.24
MAY 09 19-3131	91060	05/24/2019	100-231-43101	COMCAST BUSINESS CABLE FIRE DEPARTMENT	7.85
MAY 14 19-0875	91060	05/24/2019	100-117-43105	COMCAST BUSINESS CABLE-FINANCE	29.89
MAY 19-8658	91060	05/24/2019	100-231-43105	COMCAST BUSINESS CABLE FIRE	59.19
MAY 2019-0511	91114	05/31/2019	100-222-42514	BUSINESS CABLE POLICE DEPATMENT	176.35
				Vendor COM20 - COMCAST Total:	**509.52**
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
64303579	91061	05/24/2019	100-116-42101	TB TEST	233.50
				Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:	**233.50**
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
702402	91062	05/24/2019	100-343-42107	Trafic Signal Maintenance for April 2019	11,262.90
702402	91062	05/24/2019	310-347-42101	Trafic Signal Maintenance for April 2019	2,002.80
702402	91062	05/24/2019	310-348-42101	Trafic Signal Maintenance for April 2019	133.52
				Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:	**13,399.22**
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0223464	91063	05/24/2019	100-231-42101	HAZMAT CUPA OPERATIONG PERMIT FOR 2019/2020	402.00
				Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:	**402.00**
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
81961588	91064	05/24/2019	525-118-42510	REALQUEST FOR APRIL 2019	692.41
				Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:	**692.41**
Vendor: CSG01 - CSG CONSULTANTS INC.					
24612	91065	05/24/2019	212-462-42101	IN HOUSE BUILDING SERVICES 3/30- 4/26/19	11,257.50
B190503	91065	05/24/2019	212-462-42101	BUILDING PLAN REVIEW SERVICES	90.00
F190241	91065	05/24/2019	100-231-42101	FIRE PLAN REVIEW SERVICES- FD	1,363.12
				Vendor CSG01 - CSG CONSULTANTS INC. Total:	**12,710.62**
Vendor: CSI01 - CSI FORENSIC SUPPLY					
60809A	91066	05/24/2019	100-222-42514	FORENSIC SUPPLIES- PD	166.92
				Vendor CSI01 - CSI FORENSIC SUPPLY Total:	**166.92**
Vendor: COO13 - DANA COOK					
JUNE 2019	91115	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	351.82
				Vendor COO13 - DANA COOK Total:	**351.82**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83124325	91067	05/24/2019	500-10601	DIESEL CORP YARD	6,390.12
83132701	91067	05/24/2019	100-10601	GAS FOR CORP YARD	2,942.91
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**9,333.03**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: DOL01 - DOLAN'S LUMBER					
APRIL 30 19	91068	05/24/2019	100-345-42108	APRIL STATEMENT FULL PAYMENT	94.11
				Vendor DOL01 - DOLAN'S LUMBER Total:	**94.11**
Vendor: 1399 - DONNA HEYMANS					
52919	91116	05/31/2019	100-231-42101	APRIL/MAY 2019 PROFESSIONAL SERVICES FOR FIRE DEPT	1,785.00
				Vendor 1399 - DONNA HEYMANS Total:	**1,785.00**
Vendor: NOW01 - DONNA NOW					
12318	91117	05/31/2019	209-551-42515	FACE PAINTING FOR TREE LIGHTING EVENT	200.00
52119	91117	05/31/2019	209-554-43812	FACE PAINTING FOR HALLOWEEN FESTIVAL	150.00
				Vendor NOW01 - DONNA NOW Total:	**350.00**
Vendor: EAS01 - EAST BAY DIVISION					
52819	91118	05/31/2019	100-112-42303	COUNCIL MEMEBER DINNER MAY 23 2019	50.00
				Vendor EAS01 - EAST BAY DIVISION Total:	**50.00**
Vendor: EBM01 - EBMUD					
39199-0519	91069	05/24/2019	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	1,149.23
				Vendor EBM01 - EBMUD Total:	**1,149.23**
Vendor: EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT.					
L0862818208	91070	05/24/2019	100-221-41012	EMPLOYMENT TAX PERIOD ENDING 31-MAR-2019	967.00
L0862818208	91070	05/24/2019	100-222-40101	EMPLOYMENT TAX PERIOD ENDING 31-MAR-2019	312.00
L0862818208	91070	05/24/2019	105-231-40101	EMPLOYMENT TAX PERIOD ENDING 31-MAR-2019	160.00
L0862818208	91070	05/24/2019	505-119-40102	EMPLOYMENT TAX PERIOD ENDING 31-MAR-2019	175.00
				Vendor EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT. Total:	**1,614.00**
Vendor: ELE01 - ELECTRONIC INNOVATIONS					
68895	91071	05/24/2019	500-641-42108	SERVICES- TP	239.00
				Vendor ELE01 - ELECTRONIC INNOVATIONS Total:	**239.00**
Vendor: 1141 - EMILIE WILLIAMS					
50119	91072	05/24/2019	209-20015	COMMISSION GIFT SHOP SC	30.00
				Vendor 1141 - EMILIE WILLIAMS Total:	**30.00**
Vendor: 1569 - ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM					
52319	91119	05/31/2019	500-641-44304	ELAP FEES FOR CERTIFICATE OF ENVIRONMENTAL ACCREDI	3,592.00
				Vendor 1569 - ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM Total:	**3,592.00**
Vendor: VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information					
FA022065	91073	05/24/2019	500-642-42107	PARTS- TP	306.29
				Vendor VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information Total:	**306.29**
Vendor: FAS02 - FASTENAL					
CAS1715938	91074	05/24/2019	500-641-42107	PARTS- TP	353.81
				Vendor FAS02 - FASTENAL Total:	**353.81**
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
JUNE 2019	91120	05/31/2019	201-343-42513	JUNE 19 1340 FITZGERALD DR. LEASE PAYMENT	100.00
				Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:	**100.00**
Vendor: MAN02 - GEORGIA MANESSIS					
52019	91075	05/24/2019	209-552-43804	REIMBURSEMENT SC FOOD PROGRAM	22.75
				Vendor MAN02 - GEORGIA MANESSIS Total:	**22.75**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1191 - GERALDINE A. PORTER					
50119	91076	05/24/2019	209-20015	COMMISSION GIFT SHOP SC	12.00
				Vendor 1191 - GERALDINE A. PORTER Total:	**12.00**
Vendor: 1564 - GINA BUCKLEY					
52119	91121	05/31/2019	209-20309	DEPOSIT REFUND PYC MAIN HALL RENTAL 5/19/19	250.00
				Vendor 1564 - GINA BUCKLEY Total:	**250.00**
Vendor: GRA03 - GRAINGER					
9164359573	91077	05/24/2019	500-641-42107	SUPPLIES- TP	55.04
				Vendor GRA03 - GRAINGER Total:	**55.04**
Vendor: 1112 - GRAY-BOWEN-SCOTT					
8830	91078	05/24/2019	215-343-47205	PEDESTRIAN IMPROVEMENTS @ BNSF RAILROAD	2,265.52
				Vendor 1112 - GRAY-BOWEN-SCOTT Total:	**2,265.52**
Vendor: GRE19 - GREEN VALLEY TRACTOR					
01-14667	91079	05/24/2019	100-345-42107	SUPPLIES/PARTS	57.20
				Vendor GRE19 - GREEN VALLEY TRACTOR Total:	**57.20**
Vendor: 1098 - HILLYARD, INC					
603437112	91080	05/24/2019	209-552-43811	SANITARY SUPPLIES SC	340.85
				Vendor 1098 - HILLYARD, INC Total:	**340.85**
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
MAY 21 19	91122	05/31/2019	100-222-42108	MAY STMT FULL PAYMENT	94.70
MAY 21 19	91122	05/31/2019	100-231-42108	MAY STMT FULL PAYMENT	14.22
MAY 21 19	91122	05/31/2019	100-343-42107	MAY STMT FULL PAYMENT	13.20
MAY 21 19	91122	05/31/2019	100-343-42514	MAY STMT FULL PAYMENT	67.17
MAY 21 19	91122	05/31/2019	100-345-42108	MAY STMT FULL PAYMENT	42.62
MAY 21 19	91122	05/31/2019	100-345-42514	MAY STMT FULL PAYMENT	288.53
MAY 21 19	91122	05/31/2019	209-552-42108	MAY STMT FULL PAYMENT	2.57
MAY 21 19	91122	05/31/2019	500-641-42107	MAY STMT FULL PAYMENT	707.41
MAY 21 19	91122	05/31/2019	500-642-42514	MAY STMT FULL PAYMENT	127.94
				Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:	**1,358.36**
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181403	91123	05/31/2019	106-117-42101	Project 2018-040-01 Faria House- City of Pinole	5,293.75
				Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:	**5,293.75**
Vendor: SMI23 - IRINA SMIRNOVA					
50119	91081	05/24/2019	209-20015	COMMISSION GIFT SHOP SC	30.00
				Vendor SMI23 - IRINA SMIRNOVA Total:	**30.00**
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
215619	91082	05/24/2019	100-345-42108	PORTABLE TOILET/SINK RENTAL	71.57
				Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:	**71.57**
Vendor: 1285 - JACKSON LEWIS P.C.					
7326079	91083	05/24/2019	100-116-46126	GENERAL ADVICE AND COUNSEL	1,575.00
				Vendor 1285 - JACKSON LEWIS P.C. Total:	**1,575.00**
Vendor: MEL05 - JAMES MELVIN					
51519	91084	05/24/2019	100-117-41101	REIMBURSEMENT MEDICARE PART B (2015-2018)	5,396.90
JUNE 2019	91124	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	135.50
				Vendor MEL05 - JAMES MELVIN Total:	**5,532.40**
Vendor: ROS13 - JAMES W. ROSE					
JUNE 2019	91125	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	566.90
				Vendor ROS13 - JAMES W. ROSE Total:	**566.90**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1560 - JAMS					
0004816196-100	91085	05/24/2019	100-231-42101	MEDIATION SERVICES - REF#1100105533	4,950.00
				Vendor 1560 - JAMS Total:	**4,950.00**
Vendor: 1377 - JENNIFER TECH					
52019	91086	05/24/2019	209-552-43804	REIMBURSEMENT SC FOOD PROGRAM	45.84
				Vendor 1377 - JENNIFER TECH Total:	**45.84**
Vendor: 1490 - JEREMY FROLICK					
52019	91087	05/24/2019	500-641-42401	REIMBURSEMENT COMMERCIAL LICENSE APPLICATION FEE	78.00
				Vendor 1490 - JEREMY FROLICK Total:	**78.00**
Vendor: 1282 - JERYL LANDERS					
51519	91126	05/31/2019	209-551-38112	REFUND CANCELL RESERVATION OF FERNANDEZ PARK 6/15/	276.00
				Vendor 1282 - JERYL LANDERS Total:	**276.00**
Vendor: 1295 - JUDITH GUADARRAMA					
112118	91088	05/24/2019	209-20015	GIFT SHOP	5.00
50119	91088	05/24/2019	209-20015	COMMISSIONS GIFT SHOP SC	5.00
				Vendor 1295 - JUDITH GUADARRAMA Total:	**10.00**
Vendor: MIS01 - JULIAN MISRA					
JUNE 2019	91127	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	135.50
				Vendor MIS01 - JULIAN MISRA Total:	**135.50**
Vendor: ROG06 - JUSTIN ROGERS					
52419	91089	05/24/2019	100-221-42302	REIMBURSEMENT EXP TO ATTEND LEADERSHIP CLASS	396.68
52419	91089	05/24/2019	100-221-42303	REIMBURSEMENT EXP TO ATTEND LEADERSHIP CLASS	135.00
				Vendor ROG06 - JUSTIN ROGERS Total:	**531.68**
Vendor: 1567 - KEN GRADY CO INC.					
3571	91128	05/31/2019	500-641-42107	PARTS-TP	1,556.35
				Vendor 1567 - KEN GRADY CO INC. Total:	**1,556.35**
Vendor: COP02 - KENETH COPPO					
JUNE2019	91129	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	1,230.95
				Vendor COP02 - KENETH COPPO Total:	**1,230.95**
Vendor: 1562 - KIESHA HAGGERTY					
52119	91090	05/24/2019	100-000-31510	REFUND PRO-RATED OF BUSINESS LICENSE	94.50
				Vendor 1562 - KIESHA HAGGERTY Total:	**94.50**
Vendor: 1565 - KIYOKO PHILLIPS					
52219	91130	05/31/2019	100-10403	REFUND DUPLICATE PAYMENT FOR BP19-0101	462.34
				Vendor 1565 - KIYOKO PHILLIPS Total:	**462.34**
Vendor: 1424 - KRISTINA SANTOYO					
52619	91131	05/31/2019	209-552-43811	PETTY CASH REPORT 5/13-5/26/19	6.85
				Vendor 1424 - KRISTINA SANTOYO Total:	**6.85**
Vendor: LIE01 - LIEBERT CASSIDY WHITMORE					
1478067	91091	05/24/2019	100-117-42101	Professiona Services Rendered Through 4/30/19	108.00
				Vendor LIE01 - LIEBERT CASSIDY WHITMORE Total:	**108.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: BRU10 - LINDA BRUNS					
JUNE2019	91132	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	33.61
				Vendor BRU10 - LINDA BRUNS Total:	**33.61**
Vendor: 1566 - MANAGEMENT PARTNERS, INC.					
52219	91133	05/31/2019	100-000-31510	REFUND BL OVERPAYMENT FOR 2019	25.25
				Vendor 1566 - MANAGEMENT PARTNERS, INC. Total:	**25.25**
Vendor: 1561 - MARIA DULCE CARREON					
51419	91092	05/24/2019	209-20308	PSC MAIN HALL RENTAL 5/11/19 DEPOSIT REFUND	500.00
				Vendor 1561 - MARIA DULCE CARREON Total:	**500.00**
Vendor: DRA01 - MARY DRAZBA					
JUNE 2019	91134	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	103.16
				Vendor DRA01 - MARY DRAZBA Total:	**103.16**
Vendor: ROB21 - MARY ROBERTS					
52019	91093	05/24/2019	100-117-41101	RETIREE MEDICARE REIMBURSEMENT JUNE-AUG 2019	406.50
				Vendor ROB21 - MARY ROBERTS Total:	**406.50**
Vendor: 1058 - MATTHEW WILSON					
1420	91135	05/31/2019	105-221-47101	ELECTRICAL SERVICES- PD	1,050.00
				Vendor 1058 - MATTHEW WILSON Total:	**1,050.00**
Vendor: ROG02 - MILES ROGERS					
JUNE 2019	91136	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	437.73
				Vendor ROG02 - MILES ROGERS Total:	**437.73**
Vendor: MOO12 - MOORE K-9 SERVICES, INC.					
4-2019	91094	05/24/2019	100-221-42514	Police Service Dog Maintenance Training	800.00
				Vendor MOO12 - MOORE K-9 SERVICES, INC. Total:	**800.00**
Vendor: 1036 - NANCY VOISEY					
JUNE 2019	91137	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	351.82
				Vendor 1036 - NANCY VOISEY Total:	**351.82**
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
APRIL 28 19	91095	05/24/2019	100-221-42107	APRIL STATEMENT FULL PAYMENT	6.10
APRIL 28 19	91095	05/24/2019	100-343-42107	APRIL STATEMENT FULL PAYMENT	151.77
APRIL 28 19	91095	05/24/2019	500-641-42107	APRIL STATEMENT FULL PAYMENT	222.66
				Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:	**380.53**
Vendor: PGE01 - P.G.& E.					
MAY 19-0081	91138	05/31/2019	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	65.67
MAY 19-0209	91138	05/31/2019	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	71.51
MAY 19-0217	91138	05/31/2019	100-345-43103	TENNENT & PARK ST CLUB HOUSE	61.63
MAY 19-0466	91138	05/31/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	47.61
MAY 19-0466	91138	05/31/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	71.42
MAY 19-0498	91096	05/24/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	386.72
may 19-0813	91096	05/24/2019	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	39.78

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 19-0883	91096	05/24/2019	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	585.44
MAY 19-0883	91096	05/24/2019	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	117.09
MAY 19-0883	91096	05/24/2019	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	468.35
MAY 19-0923	91138	05/31/2019	100-110-43103	2131 PEAR ST	71.88
MAY 19-0923	91138	05/31/2019	100-111-43103	2131 PEAR ST	94.57
MAY 19-0923	91138	05/31/2019	100-112-43103	2131 PEAR ST	104.02
MAY 19-0923	91138	05/31/2019	100-115-43103	2131 PEAR ST	259.13
MAY 19-0923	91138	05/31/2019	100-116-43103	2131 PEAR ST	75.66
MAY 19-0923	91138	05/31/2019	100-117-43103	2131 PEAR ST	841.70
MAY 19-0923	91138	05/31/2019	100-343-43103	2131 PEAR ST	1,568.01
MAY 19-0923	91138	05/31/2019	200-342-43103	2131 PEAR ST	274.26
MAY 19-0923	91138	05/31/2019	212-461-43103	2131 PEAR ST	113.49
MAY 19-0923	91138	05/31/2019	212-462-43103	2131 PEAR ST	285.61
MAY 19-0923	91138	05/31/2019	285-464-43103	2131 PEAR ST	94.57
MAY 19-1121	91138	05/31/2019	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	57.53
MAY 19-1156	91096	05/24/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	55.64
MAY 19-1156	91096	05/24/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	83.47
may 19-1233	91138	05/31/2019	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	77.30
MAY 19-1462	91096	05/24/2019	209-552-43103	2500 CHARLES ST SENIOR CENTER	262.91
MAY 19-1801	91096	05/24/2019	209-553-43103	2454 SIMAS AVE REC CTR & POOL	32.91
MAY 19-2222	91096	05/24/2019	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
MAY 19-2222	91096	05/24/2019	200-342-43103	STREET AND HIGHWAY LIGHTING	1,269.04
MAY 19-2222	91096	05/24/2019	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
MAY 19-2222	91096	05/24/2019	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
MAY 19-2222-9	91138	05/31/2019	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
MAY 19-2222-9	91138	05/31/2019	200-342-43103	STREET AND HIGHWAY LIGHTING	14,705.92
MAY 19-2222-9	91138	05/31/2019	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
MAY 19-2222-9	91138	05/31/2019	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
MAY 19-2506	91138	05/31/2019	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	40.67
MAY 19-2615	91138	05/31/2019	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	9.53
MAY 19-2620	91138	05/31/2019	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	68.66
MAY 19-2793	91138	05/31/2019	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	63.84
MAY 19-2969	91138	05/31/2019	201-343-43103	600 Tennent Ave-Blackies Storage	20.36
MAY 19-3029	91096	05/24/2019	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	78.58
MAY 19-3311	91138	05/31/2019	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	95.03
MAY 19-3537	91138	05/31/2019	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	66.13
MAY 19-3850	91138	05/31/2019	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	100.67

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 19-3914	91138	05/31/2019	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	211.24
MAY 19-4065	91138	05/31/2019	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	148.97
MAY 19-4193	91138	05/31/2019	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	48.90
may 19-4368	91096	05/24/2019	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	99.36
MAY 19-4612	91138	05/31/2019	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	45.33
MAY 19-5127	91138	05/31/2019	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	99.48
may 19-5137	91096	05/24/2019	209-557-43103	2450 SIMAS AVE SWIM CTR	1,325.56
MAY 19-5274	91138	05/31/2019	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	40.58
MAY 19-5374	91138	05/31/2019	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	79.23
MAY 19-5387	91138	05/31/2019	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	31.16
MAY 19-6043	91096	05/24/2019	100-231-43103	3790 PINOLE VALLEY RD	32.15
MAY 19-6969	91138	05/31/2019	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	72.58
MAY 19-7114	91138	05/31/2019	200-342-43103	2429 SAN PABLO AVE	50.25
MAY 19-7186	91096	05/24/2019	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	19.45
may 19-7509	91096	05/24/2019	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	52.01
MAY 19-8086	91138	05/31/2019	200-342-43103	N/S BORDER CITY OF PINOLE	98.40
MAY 19-8517	91096	05/24/2019	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	10.53
MAY 19-8687	91138	05/31/2019	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	72.23
MAY 19-8716	91096	05/24/2019	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,160.43
MAY 19-9824	91138	05/31/2019	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	93.05
MAY 19-9985	91138	05/31/2019	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	135.09
MYA 19-7964	91138	05/31/2019	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	11.02
				Vendor PGE01 - P.G.& E. Total:	**29,182.09**
Vendor: ATH02 - PATRICIA ATHENOUR					
JUNE 2019	91141	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	202.00
				Vendor ATH02 - PATRICIA ATHENOUR Total:	**202.00**
Vendor: CLA17 - PAUL CLANCY					
JUNE 2019	91142	05/31/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR JUNE	352.33
				Vendor CLA17 - PAUL CLANCY Total:	**352.33**
Vendor: PON07 - PONDER ENVIRONMENTAL SERVICES, INC.					
24885	91097	05/24/2019	500-642-42514	19-9039PW CLEAN FRAC TANKS	4,326.50
				Vendor PON07 - PONDER ENVIRONMENTAL SERVICES, INC. Total:	**4,326.50**
Vendor: 1009 - PRECISION IT CONSULTING					
9768	91098	05/24/2019	525-118-47102	10 MONITORS-MAY	2,651.90
				Vendor 1009 - PRECISION IT CONSULTING Total:	**2,651.90**
Vendor: PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT					
7381	91143	05/31/2019	105-221-42107	EQUIPMENT/INSTALLATON-PD	13,736.16
				Vendor PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT Total:	**13,736.16**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1570 - REGINA HENSON					
32619	91144	05/31/2019	209-552-43806	REIMBURSEMENT FOR MARCH DANCE FOOD	6.98
				Vendor 1570 - REGINA HENSON Total:	**6.98**
Vendor: 1225 - REVEL ENVIRONMENTAL MANUFACTURING, INC.					
41514	91099	05/24/2019	213-344-47101	FURNISH AND INSTALL REM FTC DEVICES	17,154.15
				Vendor 1225 - REVEL ENVIRONMENTAL MANUFACTURING, INC. Total:	**17,154.15**
Vendor: ROS08 - RSG, INC.					
i004692	91100	05/24/2019	285-464-42101	Compliance Monitoring- Year 2	31.25
I004697	91100	05/24/2019	285-464-42101	Affordable Housing RFP and Developer Selection	1,598.75
				Vendor ROS08 - RSG, INC. Total:	**1,630.00**
Vendor: J&O01 - RUBBER DUST INC.					
121382	91101	05/24/2019	100-343-42514	VEHICLE MAINTENANCE- PW	221.82
121384	91101	05/24/2019	500-642-42107	VEHICLE MAINTENANCE- PW	31.82
				Vendor J&O01 - RUBBER DUST INC. Total:	**253.64**
Vendor: NOR01 - STACY NORGAARD					
50719	91102	05/24/2019	209-556-42514	REIMBURSEMENT CHILDREN'S THEATRE WORKSHOP- 2019	642.96
				Vendor NOR01 - STACY NORGAARD Total:	**642.96**
Vendor: SYA01 - SYAR INDUSTRIES,INC.					
731243	91103	05/24/2019	200-342-42514	ASPHALT-BULK	494.46
				Vendor SYA01 - SYAR INDUSTRIES,INC. Total:	**494.46**
Vendor: OFF11 - THE OFFICE CITY					
APRIL 30 19	91145	05/31/2019	100-117-42201	APRIL STMT FULL PAYMENT	25.14
APRIL 30 19	91145	05/31/2019	500-641-42201	APRIL STMT FULL PAYMENT	178.57
				Vendor OFF11 - THE OFFICE CITY Total:	**203.71**
Vendor: TRA01 - TRANS BAY INSURANCE					
3551	91104	05/24/2019	100-115-42506	INSURANCE PREMIUM ON POLICY #62486086	175.00
				Vendor TRA01 - TRANS BAY INSURANCE Total:	**175.00**
Vendor: UNI38 - UNIVAR USA INC					
SJ939695	91105	05/24/2019	500-641-44303	CHEMICALS- TP	2,261.56
SJ939880	91105	05/24/2019	500-641-44303	CHEMICALS- TP	5,560.52
SJ940063	91105	05/24/2019	500-641-44303	CHEMICALS- TP	3,533.20
				Vendor UNI38 - UNIVAR USA INC Total:	**11,355.28**
Vendor: VIS01 - VISION SERVICE PLAN					
MAY 2019	91106	05/24/2019	100-110-41003	VISION PREMIUMS FOR JUNE 2019	87.36
MAY 2019	91106	05/24/2019	100-111-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	100-112-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	100-113-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	100-115-41003	VISION PREMIUMS FOR JUNE 2019	65.52
MAY 2019	91106	05/24/2019	100-116-41003	VISION PREMIUMS FOR JUNE 2019	43.68
MAY 2019	91106	05/24/2019	100-117-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	100-221-41003	VISION PREMIUMS FOR JUNE 2019	502.32
MAY 2019	91106	05/24/2019	100-222-41003	VISION PREMIUMS FOR JUNE 2019	65.52
MAY 2019	91106	05/24/2019	100-223-41003	VISION PREMIUMS FOR JUNE 2019	283.92

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 2019	91106	05/24/2019	100-231-41003	VISION PREMIUMS FOR JUNE 2019	240.24
MAY 2019	91106	05/24/2019	100-341-41003	VISION PREMIUMS FOR JUNE 2019	65.52
MAY 2019	91106	05/24/2019	100-343-41003	VISION PREMIUMS FOR JUNE 2019	131.04
MAY 2019	91106	05/24/2019	105-221-41003	VISION PREMIUMS FOR JUNE 2019	65.52
MAY 2019	91106	05/24/2019	105-231-40101	VISION PREMIUMS FOR JUNE 2019	43.68
MAY 2019	91106	05/24/2019	106-231-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	204-227-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	209-551-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	209-552-41003	VISION PREMIUMS FOR JUNE 2019	43.68
MAY 2019	91106	05/24/2019	209-554-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	212-462-41003	VISION PREMIUMS FOR JUNE 2019	21.84
MAY 2019	91106	05/24/2019	500-641-41003	VISION PREMIUMS FOR JUNE 2019	218.40
MAY 2019	91106	05/24/2019	500-642-41003	VISION PREMIUMS FOR JUNE 2019	109.20
MAY 2019	91106	05/24/2019	505-119-41003	VISION PREMIUMS FOR JUNE 2019	43.68
MAY 2019	91106	05/24/2019	998-20106	VISION PREMIUMS FOR JUNE 2019	109.20
				Vendor VIS01 - VISION SERVICE PLAN Total:	**2,315.04**
Vendor: WEC01 - WECO INDUSTRIES LLC					
0043274-IN	91107	05/24/2019	500-642-42514	PARTS	460.66
				Vendor WEC01 - WECO INDUSTRIES LLC Total:	**460.66**
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
APRIL 19 11 TENNENT	91108	05/24/2019	500-641-42108	PEST CTRL SVCS FOR 11 TENNENT--CORP YARD	66.00
APRIL 19 601 TENNENT	91108	05/24/2019	209-558-42108	PEST CTRL SVCS FOR 601 TENNENT-MEMORIAL HALL	104.00
APRIL 19 CH	91108	05/24/2019	100-343-42108	PEST CTRL SVCS FOR 2131 PEAR ST--CITY HALL	96.00
APRIL 19 FD	91108	05/24/2019	100-222-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	44.66
APRIL 19 FD	91108	05/24/2019	100-223-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	14.89
APRIL 19 FD	91108	05/24/2019	100-231-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	39.70
APRIL 19 FS	91108	05/24/2019	100-231-42108	PEST CTRL SVCS FOR 3700 PIN VLLY RD--FS #74	68.00
APRIL 19 SC	91108	05/24/2019	209-552-42108	PEST CTRL SVCS FOR 2500 CHARLES ST-SNR CTR	68.00
APRIL 19 TT	91108	05/24/2019	209-553-42108	PEST CTRL SVCS FOR 2454 SIMAS AVE-TINY TOTS	93.00
APRIL 19 YC	91108	05/24/2019	209-554-42108	PEST CTRL SVCS FOR 635 TENNENT-PYC	52.25
APRIL 19 YC	91108	05/24/2019	505-119-42108	PEST CTRL SVCS FOR 635 TENNENT-PYC	52.25
				Vendor WES01 - WESTERN EXTERMINATOR CO. Total:	**698.75**
				Grand Total:	**232,782.36**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	76,087.15
105 - Measure S -2006	15,055.36
106 - MEASURE S-2014	5,315.59
200 - Gas Tax Fund	17,983.27
201 - Restricted Real Estate Maintenance Fund	413.94
204 - Police Grants	21.84
207 - NPDES Storm Water Fund	88.48
209 - Recreation Fund	6,142.10
212 - Building & Planning	38,044.59
213 - Refuse Management Fund	17,154.15
215 - Measure C and J Fund	2,542.43
285 - Housing Land Held for Resale	1,724.57
310 - Lighting & Landscape Districts	3,600.39
500 - Sewer Enterprise Fund	39,225.42
505 - Cable Access TV	425.82
525 - Information Systems	8,848.06
998 - Payroll Clearing	109.20
Grand Total:	**232,782.36**

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	119.75
100-10403	Returned Items	462.34
100-10601	Gas Tanks/Corp Yard	2,942.91
100-110-41003	Emp Benefits/Vision Care	87.36
100-110-43103	Utilities/Electricity & Pow...	71.88
100-111-41003	Emp Benefits/Vision Care	21.84
100-111-43103	Utilities/Electricity & Pow...	94.57
100-112-41003	Emp Benefits/Vision Care	21.84
100-112-42303	Travel & Training/Meal Al...	50.00
100-112-43103	Utilities/Electricity & Pow...	104.02
100-113-41003	Emp Benefits/Vision Care	21.84
100-115-41003	Emp Benefits/Vision Care	65.52
100-115-42506	Admin Exp/Bonds	175.00
100-115-43103	Utilities/Electricity & Pow...	259.13
100-116-41003	Emp Benefits/Vision Care	43.68
100-116-42101	Prof Svcs/Professional Ser...	233.50
100-116-43103	Utilities/Electricity & Pow...	75.66
100-116-46126	Legal Charges	1,575.00
100-117-41003	Emp Benefits/Vision Care	21.84
100-117-41101	Retiree Benefits/Medical-...	9,791.13
100-117-42101	Prof Svcs/Professional Ser...	108.00
100-117-42201	Office Expense	25.14
100-117-43103	Utilities/Electricity & Pow...	841.70
100-117-43105	Utilities/Cable	29.89
100-221-41003	Emp Benefits/Vision Care	502.32
100-221-41012	Emp Benefits/Unemploy...	967.00
100-221-42107	Prof Svcs/Equipment Mai...	126.10
100-221-42302	Travel & Training/Mileage,..	396.68
100-221-42303	Travel & Training/Meal Al...	135.00
100-221-42511	Admin Exp/Equipment Re...	490.00
100-221-42514	Admin Exp/Special Depart	838.24
100-222-40101	Salary & Wages/Full Time	312.00
100-222-41003	Emp Benefits/Vision Care	65.52
100-222-42108	Prof Svcs/Building-Structu...	139.36
100-222-42201	Office Expense	130.91
100-222-42514	Admin Exp/Special Depart	343.27

Account Summary

Account Number	Account Name	Payment Amount
100-222-43103	Utilities/Electricity & Pow...	585.44
100-223-41003	Emp Benefits/Vision Care	283.92
100-223-42108	Prof Svcs/Building-Structu...	14.89
100-223-43103	Utilities/Electricity & Pow...	117.09
100-231-41003	Emp Benefits/Vision Care	240.24
100-231-42101	Prof Svcs/Professional Ser...	26,980.12
100-231-42108	Prof Svcs/Building-Structu...	121.92
100-231-43101	Utilities/Telephone	7.85
100-231-43103	Utilities/Electricity & Pow...	887.22
100-231-43105	Utilities/Cable	59.19
100-231-44301	Other Materials Supp/Fuel	25.52
100-341-41003	Emp Benefits/Vision Care	65.52
100-343-41003	Emp Benefits/Vision Care	131.04
100-343-42101	Prof Svcs/Professional Ser...	110.23
100-343-42107	Prof Svcs/Equipment Mai...	11,427.87
100-343-42108	Prof Svcs/Building-Structu...	96.00
100-343-42514	Admin Exp/Special Depart	288.99
100-343-43103	Utilities/Electricity & Pow...	1,634.14
100-345-42107	Prof Svcs/Equipment Mai...	57.20
100-345-42108	Prof Svcs/Building-Structu...	208.30
100-345-42514	Admin Exp/Special Depart	288.53
100-345-43103	Utilities/Electricity & Pow...	591.59
100-465-42101	Prof Svcs/Professional Ser...	10,174.40
105-221-41003	Emp Benefits/Vision Care	65.52
105-221-42107	Prof Svcs/Equipment Mai...	13,736.16
105-221-47101	FF&E/Equipment	1,050.00
105-231-40101	Salary & Wages/Full Time	203.68
106-117-42101	Prof Svcs/Professional Ser...	5,293.75
106-231-41003	Emp Benefits/Vision Care	21.84
200-342-42514	Admin Exp/Special Depart	694.35
200-342-43103	Utilities/Electricity & Pow...	17,288.92
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Pow...	313.94
204-227-41003	Emp Benefits/Vision Care	21.84
207-344-42514	Admin Exp/Special Depart	88.48
209-20015	Accounts Payable/Vendor...	82.00
209-20308	Deposits Payable/Recreat...	500.00
209-20309.	Deposits Payable/Recreat...	250.00
209-551-38112	Rental Income/Facility Re...	276.00
209-551-41003	Emp Benefits/Vision Care	21.84
209-551-42515	Admin Exp/Special Events	200.00
209-552-41003	Emp Benefits/Vision Care	43.68
209-552-42108	Prof Svcs/Building-Structu...	70.57
209-552-43103	Utilities/Electricity & Pow...	262.91
209-552-43804	Program Cost/Food Progr...	1,386.23
209-552-43806	Program Cost/Dance Prog...	6.98
209-552-43811	Program Cost/Supplies	347.70
209-553-42108	Prof Svcs/Building-Structu...	93.00
209-553-43103	Utilities/Electricity & Pow...	32.91
209-554-41003	Emp Benefits/Vision Care	21.84
209-554-42108	Prof Svcs/Building-Structu...	52.25
209-554-43103	Utilities/Electricity & Pow...	103.25
209-554-43812	Program Cost/Youth Cent...	150.00
209-556-42514	Admin Exp/Special Depart	642.96
209-557-43103	Utilities/Electricity & Pow...	1,325.56
209-558-42108	Prof Svcs/Building-Structu...	104.00
209-558-43103	Utilities/Electricity & Pow...	19.45
209-559-43103	Utilities/Electricity & Pow...	148.97

Account Summary

Account Number	Account Name	Payment Amount
212-461-42101	Prof Svcs/Professional Ser...	19,727.50
212-461-42504	Admin Exp/Recruitment C...	3,113.85
212-461-43103	Utilities/Electricity & Pow...	113.49
212-462-41003	Emp Benefits/Vision Care	21.84
212-462-42101	Prof Svcs/Professional Ser...	14,782.30
212-462-43103	Utilities/Electricity & Pow...	285.61
213-344-47101	FF&E/Equipment	17,154.15
215-341-43101	Utilities/Telephone	236.24
215-341-43103	Utilities/Electricity & Pow...	40.67
215-343-47205	Improvements/Streets	2,265.52
285-464-42101	Prof Svcs/Professional Ser...	1,630.00
285-464-43103	Utilities/Electricity & Pow...	94.57
310-347-42101	Prof Svcs/Professional Ser...	2,002.80
310-347-43103	Utilities/Electricity & Pow...	653.05
310-348-42101	Prof Svcs/Professional Ser...	133.52
310-348-43103	Utilities/Electricity & Pow...	811.02
500-10601	Gas Tanks/Corp Yard	6,390.12
500-641-41003	Emp Benefits/Vision Care	218.40
500-641-42107	Prof Svcs/Equipment Mai...	4,268.67
500-641-42108	Prof Svcs/Building-Structu...	305.00
500-641-42201	Office Expense	306.01
500-641-42401	Dues & Pub/Memberships	78.00
500-641-43103	Utilities/Electricity & Pow...	2,160.43
500-641-44303	Other Materials Supp/Ch...	11,355.28
500-641-44304	Other Materials Supp/Pe...	3,592.00
500-642-41003	Emp Benefits/Vision Care	109.20
500-642-42101	Prof Svcs/Professional Ser...	3,929.86
500-642-42107	Prof Svcs/Equipment Mai...	338.11
500-642-42514	Admin Exp/Special Depart	4,915.10
500-642-43102	Utilities/Water	1,149.23
500-642-43103	Utilities/Electricity & Pow...	110.01
505-119-40102	Salary & Wages/Part Time	175.00
505-119-41003	Emp Benefits/Vision Care	43.68
505-119-42108	Prof Svcs/Building-Structu...	52.25
505-119-43103	Utilities/Electricity & Pow...	154.89
525-118-42510	Admin Exp/Software Purch	692.41
525-118-43101	Utilities/Telephone	5,503.75
525-118-47102	FF&E/Computer Equipme...	2,651.90
998-20106	Sal & Ben Payable/Vision ...	109.20
	Grand Total:	**232,782.36**

Project Account Summary

Project Account Key	Payment Amount
None	232,782.36
Grand Total:	**232,782.36**

Approved By: _____ Date: 5/30/19

CITY COUNCIL REPORT

7C

DATE: **JUNE 4, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TERM**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Michael Baker International for the preparation of a fee study. This amendment will extend the length of the contract and will not modify the contract amount.

BACKGROUND

The City identified the need to update the Building and Planning services fees, Recreation Program fees, PCTV program charges, Development Impact Fees, Fire and Police Department fees. On June 6, 2017, the City adopted a resolution directing Staff to proceed with executing an agreement for services with Michael Baker. The contract has already been amended several times to extend the term.

REVIEW AND ANALYSIS

Staff has worked with Michael Baker on the analysis. Staff identified key information gaps, and work on the study was put on hold to allow time to gather and prepare data required to proceed with the study. It was anticipated that the project would begin again around Mid-May 2018 and be completed by December 31, 2018. But due to staff resource limitations we were unable to focus attention on this effort and the contract needs to be extended again. At this time the contract needs to be extended through December 31, 2019.

FISCAL IMPACT

This amendment will not modify the previously approved contract cost, thus there are no budget impacts.

ATTACHMENTS

Attachment A: Resolution
Attachment B: Executed Contract
Attachment C: Contract Amendment

ATTACHMENT A

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE CONTRACT WITH MICHAEL BAKER INTERNATIONAL TO EXTEND THE TERM

WHEREAS, the City of Pinole, in 2008, adopted Development Impact Fees to pay for additional infrastructure and additional service needs required by growth associated with commercial and residential development; and

WHEREAS, California state law establishes a process allowing cities to determine what costs might be paid for by impact fees; this process is used to establish fees that serve to ensure that development pays the added cost of services required to meet new demand; and ensures fees for services cover the cost of those services; and

WHEREAS, the City of Pinole seeks to analyze and update Development Impact Fees to reflect infrastructure needs and services as currently defined; and

WHEREAS, the City of Pinole relies on fees to maintain adequate service levels for Building and Planning Services, to provide building related Fire services, to fund Recreation Programs, and to provide services through PCTV; and

WHEREAS, the City of Pinole seeks to update fees for Building, Planning, Fire, Recreation Programs and PCTV for full cost recovery and to maintain adequate service levels; and

WHEREAS, the City entered into a contract with Michael Baker International, the consultant who previously performed an impact fee study and a service fee study for the City of Pinole, to analyze and update fees for Building and Planning services, Recreation Programs, and PCTV service charges, and Development Impact fees; and

WHEREAS, this work effort has taken longer than anticipated; and

WHEREAS, the City has extended the contract to June 30, 2019 and again needs to extend the term of the contract with Michael Baker to finish this work effort.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby authorizes the City Manager to execute an amendment to the contract with Michael Baker International to extend the term of the contract through to December 31, 2019.

ATTACHMENT A

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of June, 2019 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 4th day of June, 2019.

_____

Heather Iopu, CMC
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Michael Baker International,. Inc. ("Consultant") (together sometimes referred to as the "Parties") as of June 6, 2017 (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 February 28, 2018, 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 $60,000 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.

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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 Consultant's signature.

2.2 **Payment.** City shall make payments, based on invoices received, for services performed in accordance with this Agreement, and for 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 final 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 performed in accordance with this Agreement.

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, except as otherwise authorized by City pursuant to Section 8.3 hereunder.

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 A.

2.6 **Reimbursable Expenses.** 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 completed in accordance with this Agreement 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 B, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained proof of all insurance required herein from the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the

Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. 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 ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. 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.

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 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. 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 insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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) covering the licensed

professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

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 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

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 years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

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 **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.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance, including complete copies of all applicable policies and endorsements. All certificates shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled, except after thirty (30) days' prior written notice by US mail, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense) with the exception of errors and omissions insurance.

4.4.5 **Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to the commercial general liability and automobile liability policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.6 **Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Consultant shall notify the City of any change in deductibles or self-insured retentions within thirty (30) days' from the date of the change, delivered by US mail to the City.

4.4.7 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.8 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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 exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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. If a conflict between such laws arises, Consultant will promptly advise City of the situation in writing at which time both parties shall work together to seek resolution.

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.** Either party may cancel this Agreement at any time and without cause upon written notification to the other party.

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, obtains, or creates 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, therefore any reuse or modification by City of any such materials on other projects without Consultant's prior written consent shall be at the sole risk of the City and Consultant shall not be held liable for any negative results of such reuse or modification. 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, each party shall bear its own costs and attorneys' fees.

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.

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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 the City Engineer, Tamara Miller, who shall act as the City's representative. All correspondence shall be directed to or through City Engineer, Tamara Miller or his or her designee.

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

Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 956670
Attn: Tad Stearn

Any written notice to City shall be sent to:

Tamara Miller, PE
City of Pinole Development Services Department
2131 Pear Street
Pinole, CA 94564

10.11 **Professional Seal.** Intentionally Omitted.

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.

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

CITY OF PINOLE

Michelle Fitzer, City Manager

CONSULTANT

Name: Kevin Coustarf
Vice President

Consultant's City of Pinole Business License #: 17-09104

Attest:

City Clerk

Approved as to Form:

~~Benjamin T. Reyes II~~, City Attorney
Eric S. Casher

EXHIBIT A
SCOPE OF SERVICES & BUDGET

Michael Baker
INTERNATIONAL

We Make a Difference

May 16, 2017

Revised June 22, 2017

Tamara Miller, Development Services Director/City Engineer
CITY OF PINOLE
2131 Pear Street
Pinole, CA 94564

RE: LETTER PROPOSAL FOR FEE STUDY UPDATE

Dear Ms. Miller:

It was a great pleasure to meet and speak with you and Ms. Timbers during our meeting regarding a series of fee updates for the City. We also appreciate the time speaking with Mr. De La Rosa by phone. Michael Baker International is pleased to take this opportunity to submit this letter proposal to assist the City of Pinole with the following services: 1) development impact fee update; 2) building, planning and engineering user fee update; and 3) recreation and cable access television cost recovery. The City desires to undertake a comprehensive approach to analyzing the cost of providing these services and updating its fee schedule to recover these costs. The results of the fee studies will serve as a baseline for future updates by staff and ensure that the City continues its recovery of fee-based costs allowable under state law. Given the current economic cycle of land development and the need for the City to review its cost of services and fee revenues charged, the studies are timely.

SCOPE OF WORK

Based upon direction from City staff, Michael Baker is proposing three separate fee study updates, as listed above. We outline a scope of services, schedule, and cost for each of the studies. Each study update is described below.

For each service, a project kick off with key city staff will be conducted to review the project scope, purpose and uses, and goals of the study. We will begin the data gathering process by providing the City with an advance list of documents and data that will be required by the consulting team.

DEVELOPMENT IMPACT FEE UPDATE

TASK 1: CONDUCT REVIEW OF CURRENT IMPACT FEE REPORT

We will review the impact fee study last conducted in May 2008. We will identify the methodology and assumptions used to develop fees for each category. While the study was prepared based on available data and previous City guidance, we will work with the City to determine the nature of the data sources used, and whether more pertinent information may be available for this update. The types of new information for the update may help shape and guide any modifications to the fee methodology.

TASK 2: REVIEW AND VERIFY IMPROVEMENTS, COST OF IMPROVEMENTS, AND LEVELS OF SERVICE

We will compile and verify with City staff a list of the facility improvements currently funded by the City's impact fee program. The following facility categories, which are included in the current impact fee program, will be reviewed:

- Police Facilities
- Fire Protection
- Public Facilities and Equipment
- Wastewater
- Transportation
- Drainage
- Parks and Recreation

We will work with staff to update the cost basis of the planned improvements and recalculate the fees based on the updated costs. Specific cost information, such as current land values and cost of specialty items, will be incorporated into the analysis where appropriate. We will review the cost estimates and list of projects included in the City's existing impact fee, and evaluate their relation to new development. Where cost estimates are not available, we will work with City staff to develop the project descriptions and cost estimates of the facilities to be included in the updated impact fee program. This may include preparation of conceptual-level cost estimates of eligible improvements or portions of improvements that are to be included in the fee program.

We will review the assumptions regarding the level of service (LOS) in the city for each of the facility categories, and recommend adjustments in LOS and corresponding fees. LOS may change due to the construction of new facilities over the past years since the last study update and/or changes in service population.

TASK 3: CONDUCT SURVEY AND COMPARISON OF FEES

We will conduct a survey of up to five similar local jurisdictions for comparison. The selection of local jurisdictions will be at the city's choice, preferably those located in western Contra Costa County. The fee comparison will be presented for information purposes but will also serve as a benchmark for the study's current and proposed fee schedule. The cost information gathered might also serve to form recommendations for this study.

TASK 4: REVIEW NEXUS ANALYSIS AND CONFIRM FINDINGS

Should we recommend that any of the existing fees be updated, we will prepare the fee methodology for each facility category in conformance with GC Section 66000 et seq. as follows:

- Identify the purpose of the fee.
- Identify the use of fee revenues.
- Determine a reasonable relationship between the fee's use and the type of development paying the fee.
- Determine a reasonable relationship between the need for the fee and the type of development paying the fee.

- Determine a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee.

We will discuss with staff issues regarding implementation of the fees and changes to the fee structure that might be more appropriate for the City. We will also recommend program modifications as necessary.

TASK 5: PREPARE AND SUBMIT DRAFT AND FINAL REPORT/ATTEND PUBLIC MEETINGS

We will prepare a draft nexus report and submit an electronic PDF copy to City staff for review. Following discussion and staff's review and comment, we will prepare a draft to the City Council. A final report will be prepared after council action. The final report will summarize key results and findings, the fee methodology and a proposed fee schedule. Five bound copies of the final report and a PDF file will be delivered. We will attend up to three public meetings including the finance subcommittee, planning commission, and city council to present the report.

PLANNING, BUILDING AND ENGINEERING FEE UPDATE

TASK 1: COLLECT DATA/REVIEW EXISTING POLICIES, PLANS, AND COST OF SERVICE INFORMATION

With the City's assistance, we will collect and review pertinent existing City documents including the fee schedule, most recent operating budgets and departmental costs, staff hours and materials costs to complete the services being studied, compensation-related information for derivation of the fully burdened staff rates, volume data of each fee service provided, and other in-house or external data identified during the course of work

The review will supply the required background and establish the ground rules for cost recovery. Should a determination be made that improvements could be recommended for the cost of service information, we will identify the deficiency and provide comment on how the information could be improved.

TASK 2: CONDUCT SURVEY AND COMPARISON OF FEES

We will conduct a survey of up to five similar local jurisdictions for comparison. The selection of local jurisdictions will be at the city's choice, preferably those located in western Contra Costa County. Due to the likely wealth of data available from comparative cities, we will work with staff to select a representative sample of fees to compare. The fee comparison will be presented for information purposes but will also serve as a benchmark for the study's current and proposed fee schedule. The cost information gathered might also serve to form recommendations for this study.

TASK 3: CONDUCT INTERVIEWS AND IDENTIFY FULLY BURDENED COST OF PROVIDING DEPARTMENT SERVICES

We will conduct interviews with key staff from the department to outline processes currently in place to process City planning, building and engineering applications and permits, administer services, and collect fees. We will develop a time-and-materials worksheet specific to the City to aid in defining the processes and time requirements for each fee service. The fees proposed for review include those in the City's fee schedule and any potential new fees.

The identification of full cost requires an understanding of the personnel and activities involved in processing the fee service. For example, the cost to process a building improvement application could

require numerous steps, from a preapplication review and report preparation to Council approval and site inspection.

We will work with the City's finance department staff to determine the full cost components driving the fee activities. Typical cost components include direct employee compensation and materials costs, departmental overhead charges and support, and citywide indirect overhead. Should some fee activities require cross-departmental support to review permit data, we will account for these expenditures in determining full cost.

TASK 4: UPDATE FEE ANALYSIS AND COMPARE WITH EXISTING RECOVERY LEVELS

We will calculate the fully burdened cost for each fee service. The model will show the inputs to the fully burdened rate and the time (expressed in hours or fractions thereof), which are two primary variables to calculating the updated fees. The model will show the fully allocated unit cost per hour to the City based on the budget and staff's input. We will show, side by side, the updated total costs against existing recovery levels for each fee. Existing recovery levels will be derived from the current fees being charged per unit of service. If the total cost is higher than the fee, the activity would be considered subsidized by the General Fund and adjusted for full cost recovery.

Following discussions with City staff, potential new fees will be identified and included in the spreadsheet. We will work closely with staff to determine the viability of potential activities for which a fee can be charged. The comparison with other agencies will also provide the basis for identifying new fees. We will discuss any new fee with City staff to determine its applicability to City services and the existing fee policy.

TASK 5: COMPLETE EVALUATION OF CURRENT FEES/DEVELOP REPORT AND UPDATE MASTER FEE SCHEDULE

We will provide a recommended schedule of updated fees based on the modeling analysis conducted in previous tasks. We will prepare a cost of services report and submit an electronic PDF copy to City staff for review. We will discuss with City staff the fee analysis and receive any amendments and/or comments. Following staff's review and comment, we will prepare a draft to the City Council. A final report will be prepared after council action. The report will identify the current fees, recommended fees, percentage change, cost recovery percentage, revenue impact, and fee comparison. Five bound copies of the final report and a PDF file will be delivered. We will attend up to three public meetings including the finance subcommittee, planning commission, and city council to present the report.

RECREATION AND CABLE ACCESS TELEVISION COST OF SERVICE UPDATE

TASK 1: COLLECT DATA/REVIEW EXISTING POLICIES, PLANS, AND COST OF SERVICE INFORMATION

Similar to the above task, with the City's assistance, we will collect and review pertinent existing City documents including the recreation fee schedule, most recent operating budgets, operating cost data, and volume data of each fee service provided. Our discussion with city staff identified that recreation facility operating and maintenance costs are to be determined as part of developing cost recovery. These facilities include the youth center, senior center, and Tiny Tots preschool.

For the cable access television cost recovery update, we will focus on the operating and maintenance costs to provide services to other entities for which the City charges a fee to recover these expenses.

These services for others include providing video coverage and production for sporting events, special events, and public meetings.

TASK 2: CONDUCT SURVEY AND COMPARISON OF FEES

We will conduct a survey of up to five similar local jurisdictions for comparison of recreation fees. The selection of local jurisdictions will be at the city's choice, preferably those located in western Contra Costa County. Although recreation fees in other areas can be varied due to factors such as market conditions, local demographics, and policies regarding subsidy levels, as well as the nature of the programs, the fee comparison will be presented for information purposes. The cost information gathered might also serve to form recommendations for this study.

TASK 3: CONDUCT INTERVIEWS AND IDENTIFY FULLY BURDENED COST OF PROVIDING DEPARTMENT SERVICES

We will conduct interviews with key staff from the departments to outline processes currently in place to administer services, track usage of services, and collect fees. Based on select metrics including amount of facility usage by program, program enrollment, and average operations and maintenance costs, we will estimate the cost of providing recreation programs and services, in particular for the youth center, senior center, and Tiny Tot preschool.

For cable access television costs, we will review the inventory of equipment and staffing to provide the video services, and develop estimates for the operating and maintenance costs for the different services. Time spent to complete a video production by all staff will be determined.

The identification of full cost requires an understanding of the personnel, facility expenses, and activities involved. We will work with the City's finance department staff to determine the full cost components driving the fee activities. Typical cost components include direct employee compensation and materials costs, departmental overhead charges and support, and citywide indirect overhead.

TASK 4: UPDATE FEE ANALYSIS AND COMPARE WITH EXISTING RECOVERY LEVELS

We will calculate the fully burdened cost for each fee service. We will show the updated total costs against existing recovery levels for each fee. The perceived gap between fee recovery and costs will help with discussion regarding policy for subsidizing certain services or programs that serve a community benefit. We will work with staff and City subcommittees that are evaluating recreation programs and the cable access fund and communicate data regarding such policy.

TASK 5: COMPLETE EVALUATION OF CURRENT FEES/DEVELOP REPORT AND UPDATE MASTER FEE SCHEDULE

We will provide a recommended schedule of updated fees. We will prepare a cost of services report and submit an electronic PDF copy to City staff for review. We will discuss with City staff the fee analysis and receive any amendments and/or comments. Following staff's review and comment, we will prepare a draft to the City Council. A final report will be prepared after council action. Five bound copies of the final report and a PDF file will be delivered. We will attend up to three public meetings including the finance subcommittee, planning commission, and city council to present the report.

SCHEDULE

The three scopes of services will be conducted in parallel given several tasks can be accomplished more efficiently in a combined effort, such as the fee comparisons and some interviews. Pending the availability of city staff, actions by city subcommittees, and type of data to be used, among other factors, an estimate of timing for delivering the draft study reports is in the range of between 110 and 125 days from receipt of a notice to proceed and/or executed contract issued by the City. Individual reports for each study will be developed for a total of three reports.

BUDGET

A not-to-exceed budget of $20,000 per study is proposed, for a not-to-exceed total cost of $60,000 including all labor and other direct expenses. Separate billings by study will be provided for invoicing. Hourly billing rates will include the following: $160 per hour for senior public finance staff, $110 per hour for associate staff, and $70 per hour for administrative/technical review. An estimated percentage breakdown of staff effort for each study is provided in the following:

	Baker Staff		
	Senior/Manager	Associate	Tech/Admin
Development Impact Fee Study	86%	10%	4%
Planning, Building, Engineering Fee Study	86%	10%	4%
Recreation and Cable Access TV Fee Study	86%	10%	4%

STAFF

This project will be conducted through Michael Baker's Public Finance Group. The overall project coordinator will be Derek Wong, AICP, Public Finance Manager. Dino Serafini, PE, Senior Financial Analyst, will serve as a technical lead. Both Derek and Dino were involved with the City of Pinole's previous fee studies as employees of PMC (acquired by Michael Baker in 2015). Other staff contributors will include Larry Ponseggi, Senior Economist, and Rick Williams, Associate. The Baker Public Finance Group has in-depth experience with development impact fees and cost of service/user fee studies for the past 20-years, primarily serving small urban communities.

We appreciate this opportunity to submit a letter proposal. Please do not hesitate to contact Derek Wong at (530) 601-2508 or email dwong@mbakerintl.com, should you have any questions.

Sincerely,

Tad Stearn
Vice President

Derek Wong, AICP
Public Finance Manager

EXHIBIT B
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.

ATTACHMENT C

AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
MICHAEL BAKER INTERNATIONAL

This Amendment to the Consulting Services Agreement dated June 6, 2017 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Michael Baker International ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

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

1.1 Term of Agreement

Unless otherwise agreed to in writing, the termination date of this Agreement shall be extended from June 30, 2019 to December 31, 2019. All other language contained within Section 5 of the Agreement shall remain unchanged.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated June 6, 2017, remain in force and effect.

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

City of Pinole

_____
Michelle Fitzer
City Manager

Dated: _____

Contractor

_____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____

Attest:

_____
Heather Iopu, CMC
City Clerk

Dated: _____

CITY COUNCIL REPORT 7D

DATE: **JUNE 4, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **ADOPT A RESOLUTION DECLARING INTENT FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS AND SET THE PUBLIC HEARING FOR JUNE 18, 2019 FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FY 2019/2020, AND APPROVING THE ANNUAL ENGINEER'S REPORT**

RECOMMENDATION

Adopt resolution to declare intent to levy and collect assessments, set the Public Hearing for June 4, 2019 and approve the annual Engineer's Report, for the Pinole Valley Road Landscape and Lighting Assessment District.

BACKGROUND

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

REVIEW & ANALYSIS

The City Council must take several actions each year to levy and collect the assessments for the District as listed below.

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

9. Order the assessment amounts to be submitted to the Contra Costa County Assessor for placement on the secured property tax roll.

Based upon the District budget and reserves the assessment rates for Fiscal Year 2019/2020 are proposed to increase from last year due to additional costs necessary to refresh the plants and mulch. The proposed rates for 2019/2020 are $409.69 per assessment unit ("AU") for Zone A and $392.64 per AU for Zone B. This represents a 3.4% increase for Zone A and a 9.4% increase for Zone B. An AU is equivalent to an acre of developable property. When the District was originally approved in 2008, the approved assessment rate authorized future increases to account for inflation. The proposed rates for 2019/2020 do not exceed the amount authorized by the original approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

FISCAL IMPACT

The proposed assessments will be collected for the City by the Contra Costa County Tax Collector via the secured property tax bills for the assessable parcels within the District. As stated above, the Fiscal Year 2019/2020 assessment rates will increase for Zone A and B. The total District budget is $43,280.

ATTACHMENTS

A - Resolution approving annual report for the Pinole Valley Road Landscape and Lighting Assessment District and declaring intention to levy and collect assessments in the Pinole Valley Road Landscape and Lighting Assessment District.

B – Draft Annual Assessment Report for the Pinole Valley Road Landscape and Lighting Assessment District.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE PRELIMINARILY APPROVING THE ANNUAL ENGINEER'S REPORT AND DECLARING ITS INTENT FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2019/2020

WHEREAS, the City Council has by previous Resolutions formed said special maintenance district and has initiated proceedings for Fiscal Year 2019/2020, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Contra Costa County to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said special maintenance district is known and identified as the Pinole Valley Road Landscape and Lighting Assessment District (hereafter referred to as the "District"). The District is comprised of two Zones (Zone A and Zone B) which are located on Pinole Valley Road between Henry Avenue and Ramona Street; and

WHEREAS, the City Council directed the City Engineer to prepare and file an Annual Engineer's Report (the "Report") for the District, in accordance with the 1972 Act, a copy of which is attached as Exhibit A; and.

WHEREAS, the Report has been presented to the City Council as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and

WHEREAS, when the District was originally approved in 2008, the approved assessment rate authorized future increases to account for inflation, and the rates proposed by the Report for 2019/2020 do not exceed the amount authorized by the original approval of the District; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and

WHEREAS, the City Council desires to declare its intent to levy and collect the annual assessment for the District and set a public hearing at which it will approve the levying of the annual assessment for the District.

NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. That the above recitals are true and correct and are incorporeted herein.

SECTION 2. That the Report as presented consisting of the following:

a. A Description of Improvements to be maintained and serviced.
b. A description of the annual Costs and Expenses of the District.
c. The Method of Apportionment of Assessments.
d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District.
e. A Diagram showing the boundaries of the District.

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

Section 3 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the District pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the District. The City Council finds that the public's best interest requires such levy and collection.

Section 4 District Boundaries: The boundaries of the District are described in the Report. Please refer to the Report for a full and complete description of the specific boundaries and diagram.

Section 5 Description of Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition and in proper working order. The specific improvements within the District are detailed in the Report.

Section 6 Proposed Assessment Amounts: For Fiscal Year 2019/2020, the proposed assessments rates for 2019/2020 are $409.69 per assessment unit ("AU") for Zone A and $392.64 per AU for Zone B. This represents a 3.4% increase for Zone A and a 9.4% increase for Zone B. An AU is equivalent to an acre of developable property.

Section 7 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments for the District in accordance with Chapter 3, Section 22626 of the 1972 Act.

Section 8 Notice: The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution

once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. All interested persons shall be afforded the opportunity to hear and be heard. The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

Section 9 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday June 18, 2019 at or after 6:00 p.m.** at Pinole City Hall, located at 2131 Pear Street, Pinole.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on this 4th day of June, 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSTENT: COUNCILMEMBERS:

_____
Heather Iopu, CMC
City Clerk

TABLE OF CONTENTS

INTRODUCTION 2

DESCRIPTION OF THE DISTRICT AND BOUNDARIES 3
IMPROVEMENTS AND SERVICES PROVIDED 3

SECTION II – METHOD OF APPORTIONMENT 4

DESCRIPTION OF BENEFIT 5
ASSESSMENT RANGE FORMULA 6
ASSESSMENT METHODOLOGY 8

SECTION III – ZONE BUDGETS 9

DESCRIPTION OF BUDGET ITEMS 11

SECTION IV – DISTRICT DIAGRAM 12

SECTION V – ASSESSMENT ROLL 12

INTRODUCTION

Pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (the "1972 Act"), and in compliance with the substantive and procedural requirements of the California State Constitution, Article XIII D (the "California Constitution") the City Council of the City of Pinole (the "City"), adopted a Resolution Initiating Proceedings for the Levy and Collection of Annual Assessments within the Pinole Valley Road Landscape and Lighting Assessment District (the "District") for Fiscal Year 2019/2020. Said Resolution called for the preparation and filing of an annual report (the "Report") pursuant to Chapter 1, Article 4 of the 1972 Act, beginning with section 22565, presenting plans and specifications describing the general nature, location and extent of the improvements and an estimate of the costs to maintain said improvements within the District.

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

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

- **Plans and Specifications** – The location of the District and the specific improvements to be maintained.
- **Method of Apportionment** – How the District costs are allocated and apportioned to the assessable parcels.
- **Zone Budgets** – The District costs and proposed assessments to be levied for 2019/2020 for each Zone based upon the special benefit received.
- **District Diagram** – A diagram showing the District and Zone boundaries.
- **Assessment Roll** – A listing of properties to be assessed by APN, Zone, and corresponding assessment amounts.

ASSESSMENT SUMMARY

	Total Assessable Costs	Total Assessable Units	Proposed Assessment Rate	Maximum Assessment Rate
Zone A	**$22,130.00**	52.796	**$409.69**	$559.54
Zone B	**$24,036.40**	55.142	**$392.64**	$526.25

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

SECTION I – PLANS AND SPECIFICATIONS

DESCRIPTION OF THE DISTRICT AND BOUNDARIES

The District was formed for the purpose of ensuring the ongoing operation, maintenance and servicing of certain landscape and lighting improvements within the boundaries of the District. The District was formed on July 1, 2008 when the City Council conducted a full and fair public hearing, received returned property owner assessment ballots and tabulated the returned assessment ballots. The property owner assessment ballot tabulation, conducted at the close of the public hearing, resulted in a majority approval of the District and assessments by the property owners within the District. The City Council then adopted its Resolution No. 2008-91, officially forming the District. Improvements are detailed below.

The District consists of two separate zones and is located on Pinole Valley Road, between Henry Avenue and Ramona Street. Zone A is to the north of Interstate I-80 and Zone B is to the south of Interstate I-80. Currently, there are a total of 18 commercial parcels within the District, 8 in Zone A and 10 in Zone B. The number of parcels in Zone A was reduced from 8 to 6 and Zone B was reduced from 16 to 15 parcels, due to parcel mergers effective for the 2011/2012 tax year. An annexation also occurred in Zone A for tax year, 2013/2014, increasing the parcel count for that Zone to 7 and the AU to 52.972. For tax year 2018/2019, one parcel was split into two with a slight size reduction, decreasing the AU to 52.796. The number of parcels in Zone B was reduced from 15 to 10 due to parcel mergers/changes effective for the 2013/2014 and 2014/2015 tax years. Please refer to the Section V of this Report, Assessment Roll, for details.

IMPROVEMENTS AND SERVICES PROVIDED

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

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

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

Zone A Improvements
(Northerly of I-80 Freeway)

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

Zone B Improvements
(Southerly of I-80 Freeway)

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

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

SECTION II – METHOD OF APPORTIONMENT

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

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

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

DESCRIPTION OF BENEFIT

Special Benefit

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

General Benefit

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

Definition of Special Benefit

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements and services provided, including the visual desirability provided by well maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

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

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

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

ASSESSMENT RANGE FORMULA

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

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

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

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

- The Maximum Assessment Rate allowed each fiscal year (the "Adjusted Maximum Assessment Rate") shall be based on the initial maximum assessment established in fiscal year 2008/2009, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, ("CPI") for the San Francisco/Oakland/San Jose area or two percent (2%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.

- Each fiscal year, the greater of CPI or 2% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.

- If the proposed annual assessment rate (assessment per AU) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (2009/2010) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Adjusted Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. The April 2019 CPI is 4.0% and will be applied to the Maximum Assessment Rate from last year. The Zone A Maximum Assessment Rate for the upcoming fiscal year (2019/2020) therefore, shall be **$559.54.** The Zone B Maximum Assessment Rate for the upcoming fiscal year shall be **$526.25.** The table below shows the Adjusted Maximum Assessment Rate for each Zone, for each fiscal year since the formation of the District. The Adjusted Maximum Assessment Rates have been calculated independently of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Government Code.

Zone A LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment	Actual Assessment
2008/2009	N/A	N/A	N/A	$415.52	$415.82
2009/2010	0.80%	2.00%	1.020000000	$423.83	$415.82
2010/2011	1.71%	2.00%	1.020000000	$432.31	$415.82
2011/2012	2.82%	2.82%	1.028212932	$444.51	$394.80
2012/2013	2.07%	2.07%	1.020775582	$453.74	$394.80
2013/2014	2.38%	2.38%	1.023809026	$464.54	$377.74
2014/2015	2.78%	2.78%	1.027873710	$477.49	$377.74
2015/2016	2.43%	2.43%	1.024362313	$489.12	$377.74
2016/2017	2.70%	2.70%	1.026950338	$502.30	$377.74
2017/2018	3.78%	3.78%	1.037888610	$521.34	$377.74
2018/2019	3.20%	3.20%	1.032	$538.02	$396.32
2019/2020	4.0%	4.0%	1.040	$559.54	**$409.69**

Zone B LLAD Assessment/CPI History

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

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

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

ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Assessment Unit (“AU”) method of apportionment. This methodology utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to similar properties benefitting from the improvements.
The District is comprised of one parcel type; commercial. Each commercial parcel receives similar benefit from the improvements due to the relative size of the properties, the specific improvements and proximity of the improvements to the properties. It has

been determined that the buildable acreage of each parcel is an appropriate basis in calculating the total AU for that parcel. The individual commercial parcel, acreage is multiplied by a factor of 4.00 to determine the total AU for that parcel. The total Zone AU is then divided into the "Total Balance to Assessment" (as shown in Section III of this Report) to determine the annual assessment rate. The AU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel.

SECTION III – ZONE BUDGETS

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

Zone A – (Pinole Valley Road North) Budget

DIRECT COSTS	
Landscape Maintenance, Litter Abatement & Graffiti Removal	$720.00
Irrigation System	1,500.00
Irrigation Power/Control	1000
Traffic Signal Power	3,360.00
Traffic Signal Maintenance – County	7,000.00
Traffic Signal Maintenance – Cal-Trans	1,000.00
Street Light Maintenance and Power	3,200.00
Capital Replacement Fund [1]	2,600.00
Direct Costs Sub-Total	**$20,380.00**
INDIRECT COSTS	
City Administration	$1,000.00
County Administration Fee	250
Indirect Costs Sub-Total	**$1,250.00**
TOTAL COSTS	**$21,630.00**
Operating Reserve Collection/(Reduction) *	$0.00
Estimated Operating Reserve Fund Beg. Balance (7/1/2019)	$0.00
Estimated Operating Reserve Fund Ending Balance (6/30/2020)	$0.00
TOTAL BALANCE TO ASSESSMENT	**$21,630.00**
Total Assessable AU (7 parcels)	52.796
2019/2020 PROPOSED ASSESSMENT PER AU	**$409.69**
2019/2020 MAXIMUM ASSESSMENT PER AU	**$559.54**

Zone B – (Pinole Valley Road South) Budget

DIRECT COSTS	
Landscape Maintenance, Litter Abatement & Graffiti Removal	$780.00
Irrigation System	$1,500.00
Irrigation Power/Control	$1,000.00
Traffic Signal Power	$4,800.00
Traffic Signal Maintenance – County	$5,000.00
Traffic Signal Maintenance – Cal-Trans	$1,000.00
Street Light Maintenance and Power	$3,200.00
Capital Replacement Fund [1]	$3,120.00
Direct Costs Sub-Total	**$20,400.00**
INDIRECT COSTS	
City Administration	$1,000.00
County Administration Fee	250
Indirect Costs Sub-Total	**$1,250.00**
TOTAL COSTS	**$21,650.00**
Operating Reserve Collection/(Reduction) *	$29.36
Estimated Operating Reserve Fund Beg. Balance (7/1/2019)	$0
Estimated Operating Reserve Fund Ending Balance (6/30/2020)	$0
TOTAL BALANCE TO ASSESSMENT	**$21,650.00**
Total Assessable AU (10 parcels)	55.14
2019/2020 PROPOSED ASSESSMENT PER AU	**$392.64**
2019/2020 MAXIMUM ASSESSMENT PER AU	**$526.25**

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

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

The current balance in the Capital Reserve Replacement Fund for each Zone is _____.

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

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

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

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

DESCRIPTION OF BUDGET ITEMS

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

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

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

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

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

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

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

8. **County Administration Fee –** Includes the County costs related to placement of the annual assessment charges onto the tax roll and the generation of annual tax bills related thereto. Contra Costa County charges $0.76 per parcel and $250 per District. Each Zone is charged $125 plus $0.76 per parcel.

SECTION IV – DISTRICT DIAGRAM

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

SECTION V – ASSESSMENT ROLL

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

A listing of parcels assessed within the District for Fiscal Year 2019/2020, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

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

Zone	APN	Parcel Acreage	Parcel Type	Parcel AU	2019/2020 Assessment Per AU	2019/2020 Assessment
A	401-211-030	3.62	COM	14.48	$409.69	$5,932.31
A	401-211-031	1.27	COM	5.08	$409.69	$2,081.23
A	401-211-032	0.42	COM	1.68	$409.69	$688.28
A	401-211-033	0.60	CMV	2.40	$409.69	$983.26
A	401-211-035	0.573	COM	2.292	$409.69	$939.01
A	401-410-005	2.23	COM	8.92	$409.69	$3,654.44
A	401-410-019	2.006	COM	8.024	$409.69	$3,287.35
A	401-410-020	2.48	COM	9.92	$409.69	$4,064.13
		13.199		**52.796**		**$21,630.00**
B	360-010-028	0.344	COM	1.38	$392.64	$541.84
B	360-010-029	1.738	COM	6.95	$392.64	$2,728.83
B	360-010-030	0.53	COM	2.12	$392.64	$832.39
B	360-010-031	0.63	COM	2.52	$392.64	$989.45
B	360-010-033	0.43	COM	1.72	$392.64	$675.34
B	360-150-043	1.24	COM	4.96	$392.64	$1,947.48
B	360-150-044	0.48	COM	1.92	$392.64	$753.86
B	401-310-021	5.683	COM	22.73	$392.64	$8,924.64
B	401-310-022	0.46	COM	1.84	$392.64	$722.45
B	430-330-027	2.25	COM	9.00	$392.64	$3,533.73
		13.785		**55.140**		**$21,650.00**
TOTALS:		27.028		107.936		**$43,280.00**

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

Zone A – APN 401-410-017 was merged from three former parcels (APN’s 401-410-014, 401- 410-015 & 401-410-016), and became active and assessable for Fiscal Year 2011/2012. APN 401-211-34 was annexed into the District for the 2013/2014 year. APN 401-410-017 was split into 401-410-019 and 020 for Fiscal Year 2018/2019.

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

CITY COUNCIL REPORT 7E

DATE: **JUNE 4, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **APPROVE AN AMENDMENT TO THE CONTRACT AND ISSUE A TASK ORDER FOR 4 LEAF INC. FOR A PROJECT SPECIFIC PLANNER IN AN AMOUNT NOT TO EXCEED $50,000**

RECOMMENDATION

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an amendment in standard form to the On-Call contract with 4Leaf for a Task Order for a Project Specific Planner in an amount not to exceed $50,000.

BACKGROUND

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for several consulting firms including 4Leaf, Inc. The City has been utilizing the services of 4Leaf for Building Inspector/Code Enforcement contract staffing while trying to recruit for the budgeted Senior Building Inspector and Building Inspector / Code Enforcement Officer positions. And most recently, 4Leaf is also providing the City an Interim Planning Manager while we recruit for the Planning Manager position.

REVIEW & ANALYSIS

At this time the City has received an application for Pinole Square, also known as Appian 80 which includes Safeway. We have executed a reimbursement agreement with the developers of this project to provide all the required reviews including environmental review. The project will also include a community outreach component. 4Leaf is able to provide a seasoned Planner to serve as the project specific planner for this project under the reimbursement agreement. We do not have adequate staffing levels to provide the level of services required by a project of this size. In the past we have used on call contractors to aid in similar project delivery with services being performed off site at the contractor's location. The Project Specific Planner will be located in the City of Pinole offices and may be able to serve as a Project Specific Planner for one to two additional projects if the City receives additional applications for similarly sized developments. Should those additional services be required it is likely that the budget authority will need to be increased.

FISCAL IMPACT

The $50,000 funding necessary to cover this task order will be provided for as part of a reimbursement agreement with the developer. The reimbursement agreement was prepared by the City Attorney's Office and has already by executed. Therefore, there is no fiscal impact to the City.

ATTACHMENTS

A. Resolution

B. 4 Leaf Contract Amendment Task Order

ATTACHMENT A

RESOLUTION NO. 2019-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE ON CALL CONTRACT WITH 4LEAF ISSUING A TASK ORDER FOR A PROJECT SPECIFIC PLANNER IN AN AMOUNT NOT TO EXCEED $50,000

WHEREAS, the City has utilized 4Leaf for many years for a myriad of services including construction plan check services, building inspection services, and permit technician services; and

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

WHEREAS, the City continues to experience high levels of building activity; and

WHEREAS, the City has received an application for a large redevelopment project; and

WHEREAS, our current staffing levels need to be augmented to meet the demands of this redevelopment project and possibly several others in the pipeline; and

WHEREAS, 4Leaf can provide the staff augmentation for a Project Specific Planner; and

WHEREAS, the cost for a Project Specific Planner will be borne by the developer(s) under a reimbursement agreement(s).

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to execute an amendment in standard form to the On-Call contract with 4Leaf for a Task Order for a Project Specific Planner in an amount not to exceed $50,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 4th day of June 2019**,** 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 4th day of June 2019.

_____
Heather Iopu, CMC
City Clerk

AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
4LEAF, INC.

This Amendment to the Consulting Services Agreement dated November 20, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and 4Leaf, Inc. ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

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

Exhibit A and B shall read as follows:

Task Order to provide a Project Specific Planner in an amount not to exceed $50,000. The Project Specific Planner will aid the City in providing planning services to developers under reimbursement agreements for specific projects.

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

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

City of Pinole

_____
Michelle Fitzer
City Manager

Dated: _____

Contractor

_____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____

CITY COUNCIL REPORT 7F

DATE: **JUNE 4, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **ADOPT A RESOLUTION APPROVING SIDE LETTER AGREEMENTS TO THE MEMORANDUM OF UNDERSTANDINGS (MOU'S) BETWEEN THE CITY OF PINOLE AND THE REPRESENTED GROUPS (AFSCME LOCAL 512, LOCAL 1, PINOLE POLICE EMPLOYEES ASSOCIATION, AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS) AND AUTHORIZING AMENDMENTS TO MANAGEMENT, UNREPRESENTED/CONFIDENTIAL EMPLOYEES CONTRACTS ADJUSTING THE RETIREMENT SHARING FORMULA EFFECTIVE JUNE 24, 2019**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving Side Letter Agreements to the Memorandum of Understandings (MOU's) between the City of Pinole and the Represented Groups (AFSCME Local 512, Local 1, Pinole Police Employees Association, and International Association of Firefighters) and authorizing amendments to Management, Unrepresented/Confidential employees contracts adjusting the Retirement Sharing Formula effective June 24, 2019.

BACKGROUND

In 2003 and 2007, the City agreed to an enhancement to the employee's retirement plan. Public Safety employees went from a 2% @55 retirement plan to a 3% @55 retirement plan and Miscellaneous went from a 2% @55 to a 2.5% @55 plan. As part of the enhanced benefit, the City and the Unions agreed to enter into a cost sharing agreement to equally share the cost of any increases in the CalPERS contributions above a negotiated percentage. Any increases in the City's unfunded liability results in the employees paying a greater share of the City's retirement cost.

In February 2018, the CalPERS Board made several changes to their Actuarial Assumptions (see attachment C) which resulted in an increase in the Employer contributions for the next 20 years. These changes have also had a negative impact on the employees cost sharing contribution resulting in a projected increase in their contribution each year for the next 20 years.

As of June 30, 2016, the City's CalPERS unfunded liability for “classic” employees is approximately $30.2 million. Based on CalPERS Board recent policy decisions, the City's unfunded pension liability and annual pension contributions are expected to grow through FY 2031/32 and then begin to slowly decline through FY 2047/48 when the City's unfunded pension liability is expected to be fully funded.

- **Impact to Employees**

The City’s current net pension contribution as a percentage of total payroll for Sworn and Miscellaneous employees is 47.318% (or $1,024,091) and 38.102% (or $1,082,404), respectively. These contribution percentages are expected to be at their highest in 2031/32 at 74.26% for sworn (or $2.48 Million) and 53.89% for miscellaneous (or $1.87 million).

Due to an agreement with the employees to share the employer’s pension contribution, the resulting increase in the City’s pension contribution results in the employees’ pension contribution increasing. For example, in FY 2018-19 “classic” sworn and miscellaneous employees are contributing 24.65% and 20.54%, respectively, of their pay towards their retirement. If the current sharing formulas were to remain in effect for FY 2019-20 employees would be contributing 32.50% (Safety) and 23.05% (Miscellaneous) of their pay towards their retirement. This is a 7.8% and 2.5% increase. Again, the employee’s cost sharing contribution is projected to increase each year.
While the enhanced retirement plans cannot be modified, the increase in employees’ contribution towards their retirement has resulted in difficulties in recruitment and retention issues as well as a reduction in employees take home pay.

- **Section 115 Pension Trust**

In an effort to strategically address the City's short and long-term pension obligations, on June 19, 2018, the City Council approved establishment of a Public Agencies Post Employment Benefits Trust - Section 115 Pension Trust.

Anticipating escalating Employer Pension Contribution to CalPERS on an annual basis, the City was concerned that any additional dollar contributed to CalPERS from that of the base amount (FY 2017-18) would result in fewer funds for operational expenses. Additionally, Staff was concerned that the impacts to the employees’ contributions would result in more difficulty retaining long term employees as well as hiring new employees.

Through formation of the Section 115 Trust, the City would be able to**:**

- **Retain Local Control Over Assets** – The City can decide how much operational funds and how much of the Trust funds would be can be used to pay annual pension contributions.
- **Pension Rate Stabilization** – Allows the City to determine the annual pension rate and impact to employees' contribution.
- **Investment Flexibility** – Make decisions on our investments strategy rather than have CalPERS make the decisions for the City.
- **Addresses Unfunded Pension Liabilities** – Allows for committed funding to address future unfunded liability costs.

REVIEW AND ANALYSIS

With the establishment of the Section 115 Pension Trust, the City addressed one of the issues related to increasing pension costs. The secondary issue to be addressed was the impact on employees sharing contributions.

On May 7, 2019 and May 9, 2019, following direction from the City Council, the City presented the representatives of the Police Employees Association, the International Association of Firefighters Local 1230, Local 1, and AFSCME, respectively, a proposal to readjust their share of the employer's retirement contribution to CalPERS.

The proposal would decrease the employees shared contribution commencing on June 24, 2019 with allowance for an adjustment component if the City's year to year contribution increased by an established percentage. Any increases above the set percentage would be equally shared between the City and the employees.

For Public Safety employees, commencing June 24, 2019, their shared contribution would be adjusted from 24.65% to 20%. Additionally, if the employers' retirement contribution rate exceeds 5% from one year to the next, the City and employees would equally share the amount over 5%.

For Miscellaneous employees, their shared contribution would be adjusted from 20.54% to 16%. Additionally, if the employers' retirement contribution rate exceeds 4% from one year to the next, the City and employees would equally share the amount over 4%. The differences in the employees adjusted contribution rates are due to differing benefit plans and associated costs.

Following a meeting with the represented employee groups, all of the groups agreed to the readjustment of their contributions.

Contractually, Management and Unrepresented/Confidential Employees receive the same benefits as AFSCME.

FISCAL IMPACT

The City total pension contribution for FY 2019-20 is $3,078,400. With no change in the sharing contribution from the employees, their share would total $603,500. Due to the adjustment in the employees' contribution, the employees' contribution is estimated at $296,000 with the City picking up the difference of $307,500. Therefore, the City total contribution is projected to be $2,782,350. The additional amount to be paid by the City, as well as the FY 2019/20 increased employer contribution rate, is to be funded from the Section 115 Trust.

ATTACHMENTS

Attachment - A	Resolution
Attachment - B	Side Letter Agreements (PPEA, Local 1, AFSCME, & IAFF)
Attachment - C	CalPERS Circular 200-014-18

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING SIDE LETTER AGREEMENTS TO THE MEMORANDUM OF UNDERSTANDINGS (MOU'S) BETWEEN THE CITY OF PINOLE AND THE REPRESENTED GROUPS (AFSCME LOCAL 512, LOCAL 1, PINOLE POLICE EMPLOYEES ASSOCIATION, AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS) AND AUTHROZING AMENDMENTS TO MANAGEMENT, UNREPRESENTED/CONFIDENTIAL EMPLOYEES CONTRACTS ADJUSTING THE RETIREMENT SHARING FORMULA EFFECTIVE JUNE 24, 2019

WHEREAS, in 2003 and 2007, City agreed to an enhancement to the employee's retirement plan for Public Safety and Miscellaneous employees, respectively; and

WHEREAS, as part of the enhanced benefit, the City and the Unions agreed to enter into a cost sharing agreement to equally share the cost of any increases in the CalPERS contributions above a negotiated percentage; and

WHEREAS, since implementation of the cost sharing agreement, the employees share towards retirement has significantly increased; and

WHEREAS, in February 2018, the CalPERS Board made several changes to their Actuarial Assumption which will result in further increases in the Employee shared cost for the next 20 years; and

WHEREAS, for FY 2019-20, Public Safety and Miscellaneous employees will be contributing 32.50% and 23.05%, respectively, of their pay towards their retirement. This is a 7.8% and 2.5% increase from the prior fiscal year; and

WHEREAS, due to the increase in employees' contribution towards their retirement, the City has experienced difficulty in recruitment and retention of employees; and

WHEREAS, on April 16, 2019, the City Council provided Staff with direction to meet with the Represented employees groups and propose a downward adjustment to their share of the employer's retirement contribution; and

WHEREAS, on May 7, 2019 and May 9, 2019, the City presented the representatives of the Police Employees Association, the International Association of Firefighters Local 1230, Local 1, and AFSCME, respectively, a proposal to readjust their share of the employer's retirement contribution to CalPERS; and

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

WHEREAS, Contractually, Management and Unrepresented/Confidential Employees receive the same benefits as AFSCME; and

WHEREAS, with the adjustment in the employees' contribution, the City will be picking up and additional $307,500 previously paid by the employees.

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

1. Set the total CalPERS contribution rate for Public Safety employees at twenty percent (20% - 9% Employee Contribution and 11% Employer Contribution), commencing June 24, 2019. Additionally, if the annual CalPERS Employer Contribution rate increases by more than five percent (5%) from one fiscal year to the next, the City and the employees will equally share the amount over five percent (5%).

2. Set the total CalPERS contribution rate for Miscellaneous employees, at sixteen percent (16% - 8% Employee Contribution and 8% Employer Contribution), commencing June 24, 2019. Additionally, if the annual CalPERS Employer Contribution rate increases by more than four percent (4%) from one fiscal year to the next, the City and the employees will equally share the amount over four percent (4%).

3. Set the total CalPERS, contribution rate for Management, Unrepresented/Confidential employees at sixteen percent (16% - 8% Employee Contribution and 8% Employer Contribution), commencing June 24, 2019. Additionally, if the annual CalPERS Employer Contribution rate increases by more than four percent (4%) from one fiscal year to the next, the City and the employees will equally share the amount over four percent (4%).

4. Authorize the City Manager to execute the Side Letter Agreements with the represented employee groups, and Contract Amendments with the unrepresented employees.

PASSED AND ADOPTED this **4th** day **June 2019,** 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 **4th** day of **June, 2019.**

_____

Heather Iopu, CMC
City Clerk

SIDE LETTER OF AGREEMENT

The parties by their signatures below agree to amend specific sections of the July 2017-June 2020 Memorandum of Understanding between the City of Pinole ("City") and the Pinole Police Employees Association ("Association") to read as follows:

9.03 CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

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

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

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

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

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

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

SIDE LETTER OF AGREEMENT

Effective the full-pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) at 16.00%. In the event the annual CalPERS Employer Contribution increase exceeds 4.0% of the prior years' contribution rate, the additional amount above the 4.0% shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 16% to 17% to include a 1% increase for employees.

All other terms and conditions of the Agreement remain unchanged.

Agreed to this _____ day of _____:

CITY OF PINOLE

_____ _____
Michelle Fitzer, City Manager Date

PINOLE POLICE EMPLOYEES ASSOCIATION

_____ _____
President Date

_____ _____
Jim Bickert, Labor Representative Date

SIDE LETTER OF AGREEMENT

The parties by their signatures below agree to amend specific sections of the July 2018-June 2021 Memorandum of Understanding between the City of Pinole ("City") and the Public Employees Union Local 1 ("Local 1") to read as follows:

21.2 Employee and Employer Contribution Rates

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- The City employer contribution shall not exceed 13.009%
- Any employer contribution in excess of the 13.009% cap shall be shared between the City and the employees. Shared amount shall be calculated as: Total employer contribution, minus 13.009%, multiplied by 50% (equal share of the contribution).

Effective the full-pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) at 16.00%. In the event the annual CalPERS Employer Contribution increase exceeds 4.0% of the prior years' contribution rate, the additional amount above the 4.0% shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 16% to 17% to include a 1% increase for employees.

All other terms and conditions of the Agreement remain unchanged.

Agreed to this _____ day of _____:

CITY OF PINOLE

_____ _____
Michelle Fitzer, City Manager Date

SIDE LETTER OF AGREEMENT

PUBLIC EMPLOYEES UNION Local 1

_____ _____
President Date

_____ _____
Lisa Davis, Labor Representative Date

SIDE LETTER OF AGREEMENT

The parties by their signatures below agree to amend specific sections of the July 2018-June 2021 Memorandum of Understanding between the City of Pinole ("City") and the AFSCME Local 512 ("AFSCME") to read as follows:

25.2 Employee and Employer Contribution Rates

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Rate shall be as follows:

- The City employer contribution shall not exceed 13.009%
- Any employer contribution in excess of the 13.009% cap shall be shared between the City and the employees. Shared amount shall be calculated as: Total employer contribution, minus 13.009%, multiplied by 50% (equal share of the contribution).

Effective the full-pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) at 16.00%. In the event the annual CalPERS Employer Contribution increase exceeds 4.0% of the prior years' contribution rate, the additional amount above the 4.0% shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 16% to 17% to include a 1% increase for employees.

All other terms and conditions of the Agreement remain unchanged.

Agreed to this _____ day of _____:

CITY OF PINOLE

_____ _____
Michelle Fitzer, City Manager Date

AFSCME Local 512

_____ _____
President Date

_____ _____
Larry Hendel, Labor Representative Date

SIDE LETTER OF AGREEMENT

The parties by their signatures below agree to amend specific sections of the July 2017-June 2020 Memorandum of Understanding between the City of Pinole ("City") and the IAFF 1230 ("IAFF") to read as follows:

21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be shared between the City and Classic Employees as outlined below:

a. The City agrees to increase the baseline rate by 4.5% effective the first full pay period after January 1, 2018 following ratification by the Association and adoption by the City Council. The established maximum Employer Contribution baseline rate is 16% (11.5% + 4.5%)
b. Should the annual Employer's Contribution Rate increase above 16%, the City and the Union will shall equally (50/50) the difference. Should it fall below 16% the City shall pay the entire Employer Contribution Rate.

~~The parties also agree that the cost sharing agreement on the employer rate does not sunset when this MOU expires, absent City agreement. This provision is without prejudice to Local 1230's right to make proposal in the future to change the cost sharing agreement or modify employees' PERS contribution obligations.~~

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

All other terms and conditions of the Agreement remain unchanged.

Agreed to this _____ day of _____:

SIDE LETTER OF AGREEMENT

CITY OF PINOLE

_____ _____
Michelle Fitzer, City Manager Date

IAFF 1230

_____ _____
President Date

_____ _____
Larry Menth, Labor Representative Date

CalPERS

California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or **888**-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Actuarial

Circular Letter

February 8, 2018
Circular Letter: 200-014-18
Distribution: VI

To: **All Public Agency Employers**
Subject: **Required Employer Contribution Impact due to Changes in Actuarial Assumptions**

Purpose

The purpose of this Circular Letter is to inform you of recent action by the CalPERS Board to adopt new actuarial assumptions and a new strategic asset allocation and the impact these changes are expected to have on employer contribution requirements.

At the CalPERS Board of Administration meeting held in Sacramento on December 20, 2017, the Board approved new actuarial assumptions based on a recently completed experience study of CalPERS membership. The Board also adopted a strategic asset allocation that largely keeps its investment strategy unchanged, holding the fund's expected long-term rate of return at 7.0 percent per year.

Background

The changes adopted by the Board represent the culmination of nearly two years of work on the asset liability management (ALM) process. The ALM process is an integral part of the CalPERS 2017-22 Strategic Plan to fund the System through an integrated view of pension assets and liabilities and to improve long-term pension and health benefit sustainability. This process was conducted as a joint effort by the Investment, Actuarial and Financial offices. Throughout the entire process, and particularly over the last year, CalPERS staff has engaged extensively with stakeholders to educate them on the process and the recommendations, and to obtain their input. This process included an examination of the risk and/return

characteristics of possible asset allocations as well as modeling the impact these asset allocations would have on the funding of the system.

In December 2016, the Board voted to reduce the discount rate from 7.5 percent to 7.0 percent over three years. That action was prompted by the conclusion that the asset allocation at that time was unlikely to produce a long-term average rate of return above 7.0 percent. Employers have since been provided with projections that show the impact of this reduction in the discount rate. The asset allocation chosen by the Board in December 2017 is comparable to the previous asset allocation and also has an expected long-term rate of return of 7.0 percent per year, which allows CalPERS to continue on its planned schedule to reduce the discount rate to 7.0 percent over a period of three years ending with the June 30, 2018 Actuarial Valuation.

The completion of the ALM cycle also coincided with a review of the actuarial assumptions used in the actuarial valuations through a process called an experience study. An experience study is a summarization of actual system experience over a defined period and, along with future expectations, is used in setting new actuarial assumptions. Experience studies which include reviews of both economic and demographic assumptions are required at least every four years under the Public Employees' Retirement Law. The last study was conducted in 2013.

Discussion

The 2017 change in the strategic asset allocation did not result in a change in the discount rate. Therefore, the new strategic asset allocation does not result in a change in the employer contribution requirements projected in the June 30, 2016 Actuarial Valuation. The assumption changes resulting from the experience study, on the other hand, will impact employer contribution requirements. The experience study resulted in several assumption changes including: mortality, retirement rates (service and disability), salary scale and inflation. All changes will affect the calculation of the required employer contribution.

All other new assumptions will be implemented in the June 30, 2017 Public Agency actuarial valuation, setting employer contribution requirements effective July 1, 2019.

The annual inflation assumption will be reduced in two steps and will be 2.625 percent for the June 30, 2017 valuation and 2.50 percent for the June 30, 2018 valuation. This is consistent with the change in the discount rate assumption which will be 7.25 percent for the June 30, 2017 valuation and 7.00 percent for the June 30, 2018 valuation. Assumptions other than inflation, salary scale, and the discount rate will further be referred to as demographic assumptions.

Below is a table showing the estimated impact the new actuarial assumptions will have on the Public Agency employer contribution requirements beginning July 1, 2019.

Category	Estimated Change in Total Normal Cost Rate (% of Payroll)	Estimated Relative Change in Employer Unfunded Actuarial Liability (UAL) Contribution Over 5 Years* (% of UAL Dollar Payment)
Safety CPO	0.3% to 0.4%	(0.3%) to 2.0%
Safety Fire	(0.5%) to (0.2%)	0.3% to 1.4%
Safety Police	(0.3%) to 0.0%	0.5% to 2.0%
Misc. 3% at 60	(0.2%) to 0.6%	(2.2%) to (1.3%)
Misc. 2.7% at 55	0.0% to 0.6%	(1.3%) to 4.3%
Misc. 2.5% at 55	(0.2%) to 0.5%	(1.8%) to (1.0%)
Misc. 2% at 55	(0.1%) to 0.4%	(0.9%) to 1.7%
Misc. 2% at 60	(0.3%) to 0.0%	(5.5%) to (3.1%)

* Assumes the increase in unfunded liability due to the assumption changes will be amortized in accordance with current Board policy, i.e. over a 20-year period and phased-in over five years.

With the enactment of the Public Employees' Pension Reform Act of 2013 (PEPRA) new benefits were put in place for new public employees in California hired on or after January 1, 2013. PEPRA requires all new members to contribute 50 percent of the total normal cost of their pension benefit as determined by the actuary. However, the PEPRA member rate is not adjusted unless the PEPRA total normal cost changes by 1 percent of payroll or more.

Below is a table which illustrates the estimated impact on the total normal cost from the change in demographic assumptions.

Category	Estimated Change in PEPRA Total Normal Cost Rate (% of Payroll)
Public Agencies Safety	(0.4%) to 0.1%
Public Agencies Miscellaneous	(0.1%) to 0.0%

The ranges listed above are expected to cover 90% of the Public Agency plans.

The actual impact of the new assumptions on employer contribution requirements will be implemented in the June 30, 2017 actuarial valuations which will set the employer contribution requirements effective on July 1, 2019. That valuation process will include additional information not available when this circular letter was prepared.

The results of the experience study are described in detail in the 2017 experience study report which can be found online at **www.calpers.ca.gov**.

Questions

If you have any questions, please call the CalPERS Customer Contact Center at **(888) CalPERS** (or **888-225-7377**).

Scott Terando, Chief Actuary
Actuarial Office

CITY COUNCIL REPORT 7G

DATE: JUNE 4, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER
HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HINDERLITER DE LLAMAS & ASSOCIATES (Hdl) IN THE AMOUNT NOT TO EXCEED $34,000 FOR ECONOMIC DEVELOPMENT SERVICES

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a contract with Hinderliter de Llamas & Associates (Hdl) in the amount not to exceed $34,000 for Economic Development Services.

BACKGROUND

Hdl currently provides a variety of services to the City of Pinole related to the collection and ongoing monitoring of sales and property tax. Additionally, Hdl regularly provides staff with in-depth budget forecasts, updates on economic trends and more. In 2014 ECONSolutions was formed as an extension of Hdl's service offerings. ECONSolutions provides a variety of economic development products and services to further serve local governments. One of the areas that ECONSolutions specializes in is retail recruitment efforts and trade area analysis. ECONSolutions by Hdl has worked with more than 55 local government agencies providing a variety of economic development services.

Most recently, the City has seen a drop in its sales tax receipts due to the closure of three large retailers located in the Fitzgerald area shopping center. The closure of these businesses has resulted in a loss of over $400,000 in sales tax, inclusive of both of our Measure S taxes.

In an effort to minimize the impact of these lost revenues, staff met with Hdl to discuss assistance in attracting new businesses to the City. While the City does not own the vacant buildings in the shopping centers that does not preclude the City from offering the shopping center property owners with potential assistance attracting new retail tenants. However, it should be noted that any resulting agreements are private real estate transactions between the property owner and the new businesses.

With limited City staffing and other pressing projects, staff cannot perform retail recruitment at this time, nor do we have the expertise or networking that Hdl has in

retail. Partnering with ECONSolutions by Hdl offers the City an opportunity to step-up retail recruitment efforts on several different levels.

REVIEW AND ANALYSIS

Hdl has the largest privately held sales tax database in the State of California with sales tax data for 99% of the statewide businesses. ECONSolutions can utilize this data to demonstrate to retailers the massive sales tax leakage occurring in Pinole.

ECONSolutions provides several services in an effort to assist City's with their retail opportunities. The services proposed by Hdl are listed below and include:

- Market Analysis - provides analytical data for trade areas within the City of Pinole. Report includes consumer demographic, household segmentations profiles, employment profile, and consumer demand & market assessment (shopping and buying habits and behaviors), which assist retailers understanding of the trade area market.

- Void Analysis - looks at the type of businesses in similar communities of our size, types of businesses that cater to markets of our size and any leakage of potential revenues due to the void of those businesses in our community.

- Marketing Packet – development of a marketing packet which includes demographics and market analytic information for retailers.

- Community Profile – information on Pinole's market area, community characteristics and economic indicators. This information can also be placed on the City's website.

- Direct Outreach to the Property Owner - as our representatives, Hdl will offer assistance in connecting a business with the site. This would also include trying to mediate a deal between the business and property owner.

Additionally, Hdl has the ability to provide trade area analytics for the larger region, showing the abundance of non-Pinole residents shopping and dining in our community. The retail recruitment outreach support from ECONSolutions by Hdl includes:

- Creation of customized materials and marketing packets for specified users as directed by staff.
- Facilitation of relationships with retailers, site selectors and real estate professionals to promote retail opportunities.
- Contact with more than 400 leading retailers and restaurants.
- Participation in meetings on behalf of the City at a variety of key retail trade shows, including International Council of Shopping Centers (ICSC) RECON-Las Vegas, ICSC Monterey, ICSC Western Conference Los Angeles.

- Follow-up with targeted retailers, shopping center owners/developers and real estate representatives on retail opportunities in the community.

The proposed contract with ECONSolutions by Hdl would include a market analysis, a retail void analysis and business attraction assistance for a one year period. At the end of one year, staff will evaluate the results obtained by the assistance of ECONSolutions and determine if continuation of the contract into the next fiscal year is warranted.

FISCAL IMPACT

The total cost for Hdl services is estimated at $34,000. The breakdown of the cost includes $5,000 for the Market Analysis, $5,000 for the Void analysis, $4,000 for the marketing Packet, $5,000 for the Community Profile, and $15,000 for the business attraction assistance billed on an hourly rate.

Funding for the service will be derived from the General Fund fund balance and will be budgeted in the Fiscal Year 2019-2020 General Government Division.

ATTACHMENTS:

Attachment A: Resolution
Attachment B: Hdl EconSolutions Contract
Attachment C: Proposal from Hdl EconSolutions

ATTACHMENT A

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HINDERLITER DE LAMAS AND ASSOCIATES IN THE AMOUNT NOT TO EXCEED $34,000 FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, the City of Pinole currently contracts with Hinderliter de Llamas & Associates (HDL) for the ongoing monitoring of sales and property tax, and in-depth budget forecasting; and

WHEREAS, in 2014 ECONSolutions was formed as an extension of HDL's service offerings to provide a variety of economic development products and services to further serve local governments; and

WHEREAS, one of the areas that ECONSolutions specializes in is retail recruitment efforts and trade area analysis; and

WHEREAS, with limited staffing and other pressing projects, retail recruitment by staff is limited and partnering with ECONSolutions by HDL offers the City an opportunity to step-up retail recruitment efforts; and

WHEREAS, funds for this service will be budgeted in the fiscal year 2019-2020 General Government Division.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole, California hereby authorizes the City Manager to execute an agreement with Hinderliter de Llamas and Associates for Economic Development Services in an amount not to exceed $34,000.

PASSED AND ADOPTED this **4th** day **June 2019,** 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 **4th** day of **June, 2019.**

_____

Heather Iopu, CMC
City Clerk

CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 4th day of June, 2019, by and between the **CITY OF PINOLE,** a municipal corporation (hereinafter referred to as "CITY"), located at 2131 Pear Street, Pinole, CA 94564-1774; and Hinderliter de Llamas & Associates (HdL), a corporation, located at 120 S. State College Blvd, Suite 200 Brea, CA 92821 (hereinafter referred to as "CONSULTANT").

1. SCOPE OF SERVICES

INSERT SCOPE OF SERVICES (MARK AS EXHIBIT "A")

2. DELIVERABLES

CONSULTANT to provide written reports as follows:

INSERT DELIVERABLES (MARK AS EXHIBIT "A")

3. RESPONSIBLE PERSONNEL AND DIRECTION

Barry Foster will be charged with the completion of CONSULTANT'S responsibilities under this Agreement. CONSULTANT shall report to and receive direction from the City Manager and/or designee.

4. COMPENSATION

CONSULTANT agrees to perform the Scope of Services delineated herein, and CITY agrees to make payments for work completed under the following terms:

1. **Fees and Invoices.** CONSULTANT fees shall not exceed $34,000. CONSULTANT shall submit invoices to CITY not more often than once per month during the term of this Agreement. Invoices shall contain: (i) the beginning and ending dates of the billing period; (ii) a description of the work performed during the billing period; and (iii) the total amount payable.

2. **Reimbursable Costs.** CITY agrees to pay only those reasonable reimbursable costs included in the scope of services in conjunction with this Agreement, without additional mark-up. CONSULTANT shall submit copies of receipts for reimbursement. CITY has sole discretion to determine which costs are reimbursable.

3. **Early Termination**. If CITY terminates this Agreement pursuant to Section 18 of this Agreement, CITY shall compensate CONSULTANT for work satisfactorily completed as of the date of written notice of termination and within 30 days of CITY'S receipt of CONSULTANT invoices in a form satisfactory to CITY.

5. TERM OF AGREEMENT

Unless otherwise agreed to in writing, the term of this Agreement shall be from June 4, 2019 through June 30, 2020, or upon reaching the not to exceed fee.

6. 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 CITY receives proof that CONSULTANT has obtained a City of Pinole business license. If the CONSULTANT does not show satisfactory proof of having obtained a business license from CITY, CITY may deduct the business license fee from CONSULTANT'S invoice and issue a business license to CONSULTANT.

7. AMENDMENT

This Agreement may be amended, modified or changed by the parties in writing and approved by the authorized representatives of the parties.

8. OWNER OF DOCUMENT/PROPRIETARY INTEREST

It is agreed that CITY has a proprietary interest in all material prepared by CONSULTANT under this Agreement, with the exception of promotional materials, and may retain, alter or use as it sees fit all portions of the material prepared for the completion of the project. City shall defend and hold CONSULTANT harmless for all claims, losses and damages related to CITY'S use of the material on any other project.

9. SUBCONTRACTORS

CONSULTANT may utilize professional subcontractors only as approved by CITY.

10. ADDITIONAL SERVICES

In the event CITY desires to retain CONSULTANT for the performance of additional services in connection with this Agreement, specification of such additional services and compensation therefore shall be made only by amendment to this Agreement in accordance with compensation rates to be negotiated at that time.

11. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this contract, CONSULTANT is an independent contractor and is not and shall not be an employee, agent, or servant of CITY.

12. NONDISCRIMINATION

There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment because of age, race, religion, sex or national origin.

13. CONSULTANT CONFLICT OF INTEREST

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 CONSULTANT or CONSULTANT'S firm to notify CITY 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 CITY, and there is substantial likelihood that 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 Categories "1-5" of CITY'S Conflict of Interest Code:

Barry Foster, Principal _____

_____ _____

14. ASSIGNMENT

CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of CITY.

15. AGREEMENT BINDING

This Agreement is binding on the heirs, successors and assigns of the parties hereto.

16. APPLICABLE LAW AND ATTORNEY'S FEES

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

17. SEVERABILITY

If any one of more of the covenants and agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

18. TERMINATION

A. CITY may terminate this Agreement at any time, without cause, by giving CONSULTANT two (2) weeks' (i.e., 14 days) written notice of discontinuance and termination of this Agreement. CONSULTANT shall be entitled to compensation for services satisfactorily rendered up to the written notice of termination of this Agreement. CITY may condition such payment upon CONSULTANT'S delivery of all material prepared by CONSULTANT under this Agreement.

B. CITY may, at any time, at its discretion, abandon or suspend any portion of the work being done under the terms of this Agreement. In the event of abandonment or suspension of work for which professional services have been performed under this Agreement by CONSULTANT or in the event of the termination of this Agreement, CONSULTANT shall immediately stop work on the project required by this Agreement, or shall stop work at the stage directed by CITY.

19. INSURANCE AND INDEMNIFICATION

A. **Insurance Requirements.** Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by CONSULTANT and its agents, representatives, employees, and subcontractors. CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. CONSULTANT shall furnish CITY with complete copies of all insurance policies prior to execution of this Agreement and upon CITY'S request.

B. **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. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

C. **Commercial General and Automobile Liability Insurance.**

1. **General Requirements.** 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 ONE MILLION DOLLARS ($1,000,000.00) 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.

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 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001 (most recent edition) Code 1. No endorsement shall be attached limiting the coverage.

D. **Professional Liability Insurance (Required for all licensed consultants).** 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) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $250,000 per claim.

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

1. Other than Professional Liability, the insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

F. **Notice of Reduction in or Cancellation of Coverage.** Coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to CITY; ten (10) days if cancellation is due to non-payment of premium.

G. **Additional Insured; Primary Insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that CITY and its officers, employees, agents, and volunteers shall be covered as additional insureds. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by CITY shall be called upon to contribute to a loss under the coverage.

H. **Variation.** CITY, through its City Attorney, may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that CITY'S interests are otherwise fully protected.

l. **Indemnification.**

CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to CITY, indemnify, and hold CITY, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, ("Claims"). CONSULTANT 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 ("Liability"). Such obligations to defend, hold harmless and indemnify CITY shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of CITY.

With respect to third party claims against CONSULTANT, CONSULTANT waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt CITY from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of CONSULTANT to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

20. **NOTICES**

All correspondences shall be sent by first-class mail and directed to the party at the addresses specified below, or to a substitute address as a party may designate by written notice to the other party:

CONSULTANT: Barry Foster, Principal
Hdl Company
120 S. State College Blvd, Suite 200
Brea, CA 92821

CITY:

City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Hector De La Rosa

with a copy to: City Attorney
2131 Pear Street
Pinole, CA 94564

21. MISCELLANEOUS PROVISIONS

A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions beyond the party's control.

B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

C. This agreement constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said document. It is not the intent of the parties to this agreement to form a partnership or joint venture.

D. Where the terms and conditions of this Agreement and any attachments or exhibits hereto conflict, the parties expressly agree that the terms and conditions of this Agreement shall prevail and preside.

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

F. Preparation and negotiation of this Agreement has been a joint effort of the parties and neither the Agreement nor any of its provisions shall be construed against either of the parties as the drafting party or otherwise

G. Consultant shall comply with all applicable laws, statutes, City of Pinole ordinances, resolutions, policies and procedures in force and effect on the date this Agreement is executed by the City, including, but not limited to the California Environmental Quality Act and all relevant provisions of the Public Resources Code, the California Public Contract Code, the California Labor Code and the California Government Code.

22. ATTACHMENTS

Exhibit A - SCOPE OF SERVICES

IN WITNESS WHEREOF, CITY AND CONSULTANT have caused their authorized representatives to execute this Agreement.

CITY OF PINOLE

By:_____
Michelle Fitzer, City Manager

CONSULTANT

By:_____

Consultant's City of Pinole Business License #: 19-07967

ATTEST:

By:_____
Heather Iopu, City Clerk

APPROVED AS TO FORM:

By:_____
Eric Casher, City Attorney

ATTACHMENT C

City of Pinole – Proposal for Economic Development Services

Submitted By:
ECONSolutions by HdL
120 S. State College Blvd., Suite 200
Brea, CA 92821
www.hdlccompanies.com

Contact:
Barry Foster
714.879.5000
bfoster@hdlcompanies.com

Table of Contents

Cover Letter 2
Company Overview 3
ECONSolutions By HdL 3
Software Capabilities 3
ECONSolutions By HdL Clients 4
Scope of Work 6
Compensation 7
Representative 7
References 8
Public Sector 8
Additional References 9
Team Staffing 10

Cover Letter

City of Pinole
Hector De La Rosa, Assistant City Manager
2131 Pear Street
Pinole, CA 94564

Hector,

Great meeting you last week. As a follow-up to our meeting on January 9th, I would like to present the attached proposal for our Economic Development Services.

The scope of services shall include:

- INSIGHT Market Analytics
- Community Profile
- Marketing Packet with Snapshot of Pinole's Demographics and Market Analytics
- Retail Attraction Support

Please review the proposal and feel free to contact me with any questions.

Sincerely

Barry Foster,
Principal/Managing Director

Cc: Michlle Fitzer, City Manager

Company Overview

THE RIGHT CONSULTANT – STRONG QUALIFICATIONS, PROVEN EXPERIENCE AND DRIVEN BY RESULTS

Hinderliter de Llamas & Associates (HdL) has been in business for over 35 years. The firm is highly respected in the consulting industry with extensive experience working with local government agencies. The HdL team is highly qualified and has the necessary resources to complete a consulting contract right and on time. Many of HdL's clients have used HdL's services for years because of the superior customer service delivered by the company and its highly professional team. HdL has the largest privately held sales tax database in California and can provide expert in-depth forecasts and updates on economic trends. HdL is recognized as a leader in financial analysis, data analysis, market studies and economic forecasts. The firm is 100% employee owned with most of the staff having extensive local government experience in an executive management role with finance, planning, economic development, or revenue collection. This close understanding of local government needs, coupled with extensive databases and advanced software capability provides for the most relevant, productive, and responsive revenue recovery, forecasting and economic development consulting services available.

ECONSolutions By HdL

In 2014, HdL Companies created ECONSolutions to expand services in providing strategic planning and consulting services to assist local governments with economic development planning and execution. ECONSolutions offers a variety of products and services for customized solutions based on a client's budget needs and specific development requirements.

Whether you need to understand a trade area, fill a vacancy, or market a shopping center, ECONSolutions will collaborate with city staff, developers, and real estate professionals to bring increased economic activity to your community. We will work with city staff in formulating steps to capitalize on near-term opportunities, evaluate areas for redevelopment or repositioning of commercial shopping centers, future revenue projections and feasibility studies to ultimately devise a strategy to encourage commercial development in your city through an understanding of your marketplace.

Our ECONSolutions staff has nearly 50 years of local economic development and community development experience in California. ECONSolutions offers up-to-date data capability, an online GIS platform with state-of-the-art software for market analytics and the ability to leverage HdL's extensive databases systems. ECONSolutions can engage in projects of every size ranging from data analysis to comprehensive studies to advisory support and to public/private collaboration.

Software Capabilities

HdL has a license agreement with x-span results, Inc. to use a software program called Site Decision Systems (SDS) to be used for the preparation of a variety of demographic trade area and retail development reports. X-span and an affiliated company SiteSeerer Technologies, LLC work with many retailers including Albertsons, Publix, Petco, Panda Restaurants, and WinCo.

HdL has the largest privately held sales tax database in the State of California with sales tax data for 99% of the state's businesses. The firm's proprietary sales tax/software system affords numerous opportunities to prepare economic development reports. Some of the full range of economic development related services provided through ECONSolutions by HdL include:

- INSIGHT Market Analytics
- Community Profile
- Trade Area & Void Analysis
- Site Selection Assistance
- Business Attraction Support
- Economic Development Action Plan
- Market Study
- Hotel Market Study
- Economic Analysis Report
- Retail Performance Assessment
- Financial Analysis & Revenue Projection
- Reuse & Redevelopment Study

ECONSolutions By HdL Clients

ECONSolutions has quickly become a premier partner providing economic development services for many California cities. ECONSolutions has worked with the following cities:

ECONSolutions by HdL is DRIVEN BY RESULTS

ECONSolutions provides business attraction support services for many cities in California. Recent success with Apple Valley, Banning, Covina, Diamond Bar, Eastvale, Grand Terrace, Indio, Livingston, Marina, Temple City, Upland, and Vallejo has resulted in the following new businesses:

ECONSolutions has helped facilitate 42 retail/restaurant placements that will generate more than $2.5 million annually in new sales tax revenue for our clients!

ECONSolutions has been successful in working with cities to help reposition a number of shopping centers and helping bring in new users – many are highlighted above. Working closely with city staff and shopping center owners, ECONSolutions has helped reuse closed big box buildings (former Kmart and Toys R Us spaces and many closed grocery stores), along with closed restaurant spaces.

Scope of Work

INSIGHT Market Analytics

- Provide analytics data on targeted areas of interest with up to date trade area data for recruitment of retailers to your community.
- Includes the following reports: 1) Consumer Demographic Profile, 2) Household Segmentation Profile, 3) Employment Profile, 4) Consumer Demand & Market Supply Assessment, and 5) Supporting Trade Area Maps.
- Includes up to 5 trade areas and the City.
    - Recommend 1) Downtown Pinole, 2) San Pablo/Del Monte, 3) I-80/Fitzgerald, 4) I-80/Appian Way, 5) I-80/Pinole Valley Rd.
- Includes update (after six months).

Compensation $5,000

Void Analysis

- Provide a Void Analysis which includes a list of targeted retailers based on trade area analysis and using ECONSolutions database of over 1,100 national and regional retailers. Provide possible retail targets for Pinole.

Compensation - $5,000

Marketing Packet

- Provide a Marketing Packet – Cover Letter for retailer attraction efforts for the City of Pinole including demographic and Market Analytics Snapshot.

Compensation $4,000

Community Profile

- Preparation of the community profile which will provide insight into Pinole's market area, community characteristics and economic indicators. Useful tool and can be placed on City's website.

Compensation - $5,000

Retail Attraction Support

- Customized marketing efforts, negotiation support and outreach to attract retailers to the City of Pinole for reuse of Kmart, Toys R Us and other vacant retail spaces as identified by the City.

Compensation - $15,000 (not-to-exceed based on hourly rates)

Compensation

$34,000

Hourly rates are listed below for those items with a not-to-exceed amount.

Staff	Hourly Rate
Principal/Managing Director	$225
Senior Associate	$150
Analyst	$100

Representative

The consultant representing HdL shall be Barry Foster, Principal/Managing Director for ECONSolutions along with staff support from Elisa Grey, Senior Associate and Keala Mare, Analyst. The staff representative for the City of Pinole will be Hector De La Rosa, Assistant City Manager.

Accepted by HdL:

_____
Barry Foster, Principal/Mgr. Director Date

Accepted by City of Pinole:

_____
Hector De La Rosa, Asst. City Mgr. Date

References

Public Sector

The following are a sampling of our public-sector references:

CITY OF DIAMOND BAR Dan Fox, City Manager 21810 E. Copley Drive Diamond Bar, CA 91765 909.839.7010	**CITY OF LAKE FOREST** Carlo Tomaino, Economic Development Manager 25550 Commerce Center Dr. # 100 Lake Forest, CA 92630 949.461.3569
CITY OF EASTVALE Bryan Jones, City Manager 12363 Limonite Ave. Ste. 910 Eastvale, CA 91752 951.703.4411	**CITY OF REEDLEY** Nicole Zieba, City Manager 1717 9th St Reedley CA 93645 559.637.4200 x 212
CITY OF GALT Amie Mendes, Economic Development Manager 380 Civic Dr. Galt, CA 95632 209.366.7235	**CITY OF PORT HUEUNEME** Rod Butler, City Manager (Former City Manager of the City of Upland) Rodb1964@aol.com 909.730.5153
CITY OF INDIO Carl Morgan, Economic Development Director 760.341.4203 cmorgan@indio.org	**CITY OF RANCHO CORDOVA** Amanda Norton, Economic Development Manager 2729 Prospect Dr. Rancho Cordova, CA 95670 916.851.8700

Additional References

The following are a sample of our private sector references

ARIZONA PARTNERS Shannon Green, Development Partner 3711 Lilac Ave. Corona Del Mar, CA 92660 949.500.2587	**PANDA RESTAURANT GROUP** Lucy Gan, Director of Real Estate 1683 Walnut Ave Rosemead, CA 91770 310.926.5375
BURLINGTON STORES Chris Kiehler, Director of Real Estate 13341 Mount Hood Drive Tustin, CA 92705 714.322.2545	**PANERA BREAD** Tim O'Kane, Sr. Real Estate Director 1616 San Miguel Dr. Walnut Creek, CA 94596 714.316.4296
CHIPOTLE Jessica Garcia, Real Estate Manager 246 South Lake Avenue Pasadena, CA 91101 626.696.9467	**PALM TREE COMMUNITIES INC.** John Loper, President 6789 Quail Hill Parkway #212 Irvine, CA 92603 949.933.5473
EVERGREEN DEVELOPMENT CO. Chris Bergren, Principal 219 California St. El Segundo, CA 90245 310.480.0128	**SAGE INVESTCO** Patrick Charriou, Managing Partner 3837 Birch St. Newport Beach, CA 92660 949.932.1110
GROCERY OUTLET Bill Coyle, Vice President 5650 Hollis St Emeryville, CA 94608 96.316.5305	**SMART & FINAL** Casey Lynch, Real Estate Director 600 Citadel Dr. Commerce, CA 90040 323.869.7746
HOPKINS REAL ESTATE GROUP Steve Hopkins, CEO 15300 Barranca Pkwy. Ste. 150 Newport Beach, CA 92618 949.370.9696	**WABA GRILL** Steven Wang, Senior Real Estate Manager 13181 Crossroads Parkway North, #510 City of Industry, CA 91746 562.215.6106
LEWIS RETAIL CENTERS Richard Lewis, President 1156 N. Mountain Ave Upland, CA 91785 909.946.7518	**WOOD INVESTMENTS INC.** Patrick Wood, Managing Partner 580 Broadway, Suite 117 Laguna Beach, CA 92651 949.300.0553

Team Staffing

Project Manager - Barry Foster, Principal/Managing Director
Staff Support - Elisa J Grey, Senior Associate
Staff Support – Keala Mare, Analyst

KNOWLEDGEABLE STAFF SUPPORT

HdL possess the qualifications and experience to undertake the services proposed with this proposal. Following are the key members of the HdL team including brief bios for each person. The members work at our corporate headquarters located at 120 S. State College Blvd. Brea, CA 92821.

BARRY FOSTER – PRINCIPAL/MANAGING DIRECTOR, HDL COMPANIES
PHONE: 909-861-4335 EXT. 378 EMAIL: bfoster@hdlccompanies.com

Barry Foster, who will serve as Project Manager, has 34 years of local government experience including 28 years in Southern California with the cities of Moreno Valley, Rancho Mirage, Monrovia, and Loma Linda. Mr. Foster has more than 26 years of economic development and development services experience. With HdL, Barry Foster started ECONSolutions and has worked with over 60 cities in a variety of economic development related services. Additionally, he worked as a Development Consultant with five developers and retail advisors in Southern California. Over the years, he has helped facilitate more than 30 million square feet of new development projects including logistics-distribution, shopping centers, commercial retail/office, medical-healthcare, hotels, and auto centers. Mr. Foster has worked directly with major corporations such as Aldi, Amazon, Decker's Outdoor, Harbor Freight Tools, O'Reilly Automotive Group, Phillips Electronics, Proctor & Gamble, Ross Stores, and Sketchers. He has also with major retailers including Costco, Home Depot, Target, TJ Maxx, Trader Joes, and Walmart, along with desirable restaurants such as BJ's, Buffalo Wild Wings, Cheesecake Factory, Flemings Steakhouse, Mimi's Café, PF Chang's, Roy's of Hawaii, and Yard House. A sampling of some of the development projects and retail areas that Mr. Foster has worked on include Monterey Marketplace, Old Town Monrovia, River at Rancho Mirage, TownGate at Moreno Valley, and Stoneridge Towne Centre. Mr. Foster is member of the International Council of Shopping Centers and the California Redevelopment Association, as well as Past President of the Municipal Management Assistants of Southern California. Barry Foster has a Bachelor of Science degree from Minnesota State University- Mankato and a Master of Public Administration from the University of Kansas.

ELISA J GREY – SENIOR ASSOCIATE, HDL COMPANIES
PHONE: 909-861-4335 EXT. 314 EMAIL: egrey@hdlccompanies.com

Elisa Grey has over 15 years of experience in the public sector focusing on business attraction, retention, and project management for commercial development projects. She was previously the Economic Development Manager for the City of Fontana. In that capacity, she managed the Economic Development budget, was instrumental in relocating Rotolo Chevrolet, Rock Honda, and Valley KIA as well as the project management for Fontana Nissan's expansion into the Auto Center. Additionally, she worked with Dix Development in the reuse of the Fontana Civic Auditorium campus, an 8-acre site currently occupied by a technical medical college along with affordable housing and additional office space. Ms. Grey worked with Chaffey College with their Fontana campus expansion as well as positioning the College District to acquire additional land for future growth. Ms. Grey holds a Bachelor of Arts degree from the University of California, Riverside, and a Master of Arts degree from Azusa Pacific University.

KEALA MARE – ANALYST, HDL COMPANIES
PHONE: 909-861-4335 EXT. 397 EMAIL: kmare@hdlcompanies.com

Keala Mare serves an important role as an Analyst working with a variety of software tools in preparing an assortment of useful economic development reports. Before HdL, Keala worked for the City of Victorville and San Bernardino County. Keala earned her Bachelor of Science degree in Business Administration and Marketing from Park University.

CITY COUNCIL REPORT 9A

DATE: **JUNE 4, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **MICHELLE FITZER, CITY MANAGER**

SUBJECT: **CONSIDER A RESOLUTION CREATING AN AD-HOC COMMITTEE TO WORK WITH THE FIRE BALLOT MEASURE POLLING CONSULTANT**

RECOMMENDATION

It is recommended that the City Council consider a resolution creating an ad-hoc committee to work with the Fire ballot measure polling consultant.

BACKGROUND

At the May 21, 2019, meeting the City Council approved a consulting services agreement with EMC Research to conduct professional polling services for the potential Fire ballot measure in March 2020. As part of their proposal, EMC references working with the City team and key stakeholders to design the survey document. They also indicate that having an inclusive research design process can enhance confidence in the survey results and help build consensus in making important strategic decisions based on the research results.

REVIEW AND ANALYSIS

Council member Tave requested an agenda item to allow the Council to consider creating an ad-hoc committee to serve as the team to work with EMC on developing the polling materials. His recommendation is that the Committee be comprised of:

Two Council members, the City Manager, the Pinole Fire Chief, the Pinole Fire Department Management Analyst (for technical information), a representative from Con Fire, a representative from Rodeo/Hercules Fire, and a representative from IAFF Local 1230.

Of course, we cannot require representatives outside of City staff to participate, but the question is do we invite them to contribute to the process.

FISCAL IMPACT

None.

ATTACHMENTS

A: Resolution

ATTACHMENT A

RESOLUTION NO. 2019-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, CREATING AN AD-HOC COMMITTEE TO WORK WITH THE FIRE BALLOT MEASURE POLLING CONSULTANT

WHEREAS, at the May 21, 2019, meeting the City Council approved a consulting services agreement with EMC Research to conduct professional polling services for the potential Fire ballot measure in March 2020; and

WHEREAS, as part of their proposal, EMC references working with the City team and key stakeholders to design the survey document, indicating that having an inclusive research design process can enhance confidence in the survey results and help build consensus in making important strategic decisions based on the research results; and

WHEREAS, Council member Tave requested an agenda item to allow the Council to consider creating an ad-hoc committee to serve as the team to work with EMC on developing the polling materials; and

WHEREAS, it was recommended that the Committee be comprised of two Council members, the City Manager, the Pinole Fire Chief, the Pinole Fire Department Management Analyst (for technical information), a representative from Con Fire, a representative from Rodeo/Hercules Fire, and a representative from IAFF Local 1230, assuming the outside representatives wish to participate.

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

Section 1: Create an ad-hoc committee to work with the Fire ballot measure polling consultant; and

Section 2: Does hereby appoint _____ and _____ as the two Council members to the Committee; and

Section 3: Does hereby appoint the City Manager, the Fire Chief, the Fire Department Management Analyst to the Committee, and does hereby invite a representative from Con Fire, Rodeo/Hercules Fire, and IAFF Local 1230 to participate on the Committee.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of June, 2019 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 4th day of June, 2019.

_____
Heather Iopu, CMC
City Clerk

CITY COUNCIL REPORT 10A

DATE: JUNE 4, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: CONSIDER A RESOLUTION RECOGNIZING JUNE AS LGBTQ+ MONTH AND DIRECTING STAFF TO FLY THE RAINBOW FLAG DURING THE MONTH OF JUNE 2019

RECOMMENDATION

It is recommended that the City Council consider a resolution recognizing June as LGBTQ+ month and directing staff to fly the Rainbow Flag during the month of June 2019.

BACKGROUND

LGBTQ+ History Month is a month-long annual observance of lesbian, gay, bisexual, and transgender history, and the history of gay rights and related civil rights movements, currently celebrated in the month of June.

In the United States the last Sunday in June was initially celebrated as "Gay Pride Day," but the actual day was flexible. In major cities across the nation the "day" soon grew to encompass a month-long series of events. Today celebrations include pride parades, picnics, parties, workshops, symposia and concerts. LGBTQ+ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally.

REVIEW AND ANALYSIS

None. Council member Tave requested, and the Council agreed, to agendize this item for discussion.

FISCAL IMPACT

None.

ATTACHMENTS

A: Resolution

ATTACHMENT A

RESOLUTION NO. 2019- XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, RECOGNIZING JUNE AS LGBTQ+ MONTH AND DIRECTING STAFF TO FLY THE RAINBOW FLAG DURING THE MONTH OF JUNE 2019

WHEREAS, June has become a symbolic month in which LGBTQ+ persons, and supporters, come together in various celebrations of pride; and

WHEREAS, cities across the United States recognize and celebrate June as LGBTQ+ Pride month; and

WHEREAS, the City of Pinole feels it is important to communicate its support for inclusivity and respect in our City, and desires to recognize and celebrate June as LGBTQ+ Pride month; and

WHEREAS, the Rainbow Flag, also known as the LGBTQ+ Pride Flag or Gay Pride Flag, has been used since the 1970s as a symbol of LGBTQ+ pride and social movements; and

WHEREAS, flying the Rainbow Flag at City Hall throughout the month of June symbolizes the City of Pinole's official recognition of June as LGBTQ+ Pride month.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby recognize June as LGBTQ+ month and directs staff to fly the Rainbow Flag during the month of June 2019.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of June, 2019 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 4th day of June, 2019.

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Heather Iopu, CMC
City Clerk