PINOLE CITY COUNCIL
AGENDA

TUESDAY
MAY 21, 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.*

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

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 May 19-25 As Public Works Week (T. Miller)
2. Recognizing May 19-25 As Emergency Medical Services Week (Kouns)

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

7. CONSENT CALENDAR

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

A. Approve the Minutes of the Meeting of 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)]**

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.

NONE

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)]**

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)]**

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

11. REPORTS & COMMUNICATIONS

A. Mayor Report
   1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests For Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of June 4, 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 16, 2019 at 4:00 P.M.

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Heather Iopu, CMC
City Clerk

CITY COUNCIL MEETING
MINUTES
May 7, 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 6:00 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
John Engle, Police Officer
Johnathan Porter, Police Officer
Jennifer Witschi, Police Officer
Scott Kouns, Fire Chief
Andrea Miller, Finance Director
Tamara Miller, Development Services Director/City Engineer
Daniel Hortert, Interim Planning Manger

City Clerk Iopu announced the agenda was posted on May 2, 2019 at 4:00 p.m. All legally required notice was provided.

City Clerk Iopu announced that an amended agenda and a revised item pertaining to Item 7A on 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

No Closed Session scheduled.

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

No Closed Session scheduled.

5. CITIZENS TO BE HEARD (Public Comments)

At 6:04 pm, the Mayor inquired if there were any Public Comments. The following speakers addressed the City Council:

Kent Moriarty, resident of Pinole, spoke regarding the proposed plan for road striping on Pinole Valley Road. Suggested adjusting the traffic lanes to 10 feet in width in order to improve the safety conditions for bikers.

Janet Pygeorge, President of Rodeo Citizens Association, spoke regarding the Phillips 66 Refinery and against pollution. Gave history of involvement in fight against pollution in Rodeo.

Andres Soto, Communities For A Better Environment, spoke regarding Phillips 66 Refinery expansion and warned that this would increase Pinole's exposure to pollution.

Maureen Brennan, resident of Rodeo, spoke regarding local railway pollution caused by coal and other trains to the communities along their routes.

Rafael Menis, resident of Pinole, spoke regarding his request to change City policy. Requested a simpler process to change City's administrative policies that includes community input.

Charles Davidson, spoke regarding the shoreline shared by Hercules and Pinole and concerns regarding the Phillips 66 expansion and potential environmental threats.

Nancy Rieser, Crockett-Rodeo United to Defend the Environment, expressed concerns regarding the Phillips 66 Refinery expansion and potential safety threats.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing May 9-19 2019 as Affordable Housing Week

Mayor Murray read a Proclamation recognizing May 9-19 2019 as Affordable Housing Week and presented it to Andy Madeira, Senior Vice President of Eden Housing. Andy Madeira thanked the City and announced information on Affordable Housing Week events.

2. Recognizing May 12-19, 2019 as National Police Week

Mayor Murray read a Proclamation recognizing May 12-19, 2019 as National Police Week and presented it to Officers Porter and Engle. Mayor Murray spoke in recognition of the important work of the Pinole Police Department.

B. Presentations / Recognitions

1. Introduction of Therapy Dog Milo (Gang)

Chief Gang introduced Milo to the Council and community. Officer Witschi presented background on Milo's training to be a therapy dog and information on Milo's role in the Police Department.

2. Introduction of new Fire Department Management Analyst, Leticia Andreas (Kouns)

Item continued to May 21, 2019 meeting.

3. Fire Hazard Abatement Day Announcement (Kouns)

Chief Kouns announced details of Fire Hazard Abatement Day on Saturday, May 11, 2019.

4. Public Works/Building/Planning Update (T. Miller/Hortert)

Interim Planning Manager Hortert presented report on activities and projects of the Planning Division and Planning Commission.

Councilmembers asked questions regarding the status of projects. Staff responded to questions.

Councilmembers held discussion regarding loss of businesses and subsequent revenue loss. Council made comment and proposed ideas regarding planning to address revenue loss.

Discussion of increased online retail sales and the impact to the City share of sales tax revenue.

Discussion of vacated large retail spaces and strategies to attract new tenants.

Discussion of concern for development in neighboring municipalities and the effects it has on Pinole.

The following speaker addressed the City Council:

Rafael Menis, resident of Pinole, made comment regarding Planning project updates and the effects of state sales tax law changes on Pinole.

City Manager Fitzer indicated that a proposal from HdL has been received for Economic Development contract assistance, which was planned to be brought forward at a later date but can come sooner if the Council wants it to. Council indicated to bring it forward, after the City Manager determines the amount of staff time that would be required to work with the consultant on the project.

Development Services Director/City Engineer Miller provided an update on the Public Works Department.

Councilmembers asked questions. Staff responded to questions.

5. Quarterly Code Enforcement Update (T. Miller)

Development Services Director/City Engineer Miller presented report on Code Enforcement.

Councilmembers asked questions. Staff responded to questions.

The following speakers addressed the City Council:

Bill Low, resident of Pinole, spoke regarding his experience submitting Code Enforcement complaints on the website. Requested that updates be provided in response to complaints that are submitted.

Ivette Ricco, resident of Pinole, spoke in recognition of Tamara Miller for her hard work. Spoke regarding information provided to the Council by email with ideas related to revenue generation.

Councilmembers asked questions. Staff responded to questions and addressed the public comments.

7. CONSENT CALENDAR

Councilmember Salimi made comment regarding Item 7F. He has asked staff to bring back review of a City Debt Collection Policy. City Manager Fitzer reported that staff is addressing his request and will bring back the item for consideration by Council at a future meeting.

A. Approve the Minutes of the Meeting of April 16, 2019

B. Receive the April 13, 2019 – May 3, 2019 List of Warrants in the Amount of $422,984.57 and the April 19, 2019 Payroll in the Amount of $378,804.42 and the May 3, 2019 Payroll in the Amount of $385,932.68.

D. Approve An Amendment To The Contract And Issue A Task Order For 4 Leaf Inc. For A Contract Planning Manager In An Amount Not To Exceed $100,000, And Amend The Budget Appropriation **[Action: Approve Resolution Per Staff Recommendation (T. Miller)]**

E. Approval Of The Resolution Supporting The Contra Costa County Jurisdictions' Housing And Policy Framework Of April 2019 **[Action: Approve Resolution Per Staff Recommendation (Fitzer)]**

F. Review and Approve Updated Fiscal Policies **[Action: Review and Approve Policies (A. Miller)]**

G. Approve An Amendment To The Professional Services Agreement With Carollo Engineers For The Pinole Hercules Water Pollution Control Plant Upgrade Project In An Amount Not To Exceed $348,920 [**Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to approve Consent Calendar Items A, B, D, E, F and G

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

The following items were pulled for further discussion:

C. Adopt A Resolution Approving A Two Hundred And Seventy (270) Day Exclusive Negotiating Agreement With Housing Consortium Of The East Bay For The Development Of 811 San Pablo Avenue **[Action: Adopt Resolution Per Staff Recommendation (De La Rosa)]**

The following speaker addressed the City Council:

Rafael Menis, resident of Pinole, spoke in support of the item and made comment regarding low income housing standards.

H. Receive The Quarterly Investment Report For The Quarter Ending March 31, 2019, And Authorize Staff To Invest Additional Funds In Long-Term Securities **[Action: Receive Report (A. Miller)]**

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding details of the report and asked questions of staff.

City Manager Fitzer and Finance Director Miller addressed the public questions.

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to approve Consent Calendar Items C and H.

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

8. PUBLIC HEARING

No Public Hearing scheduled.

9. OLD BUSINESS

None.

10. NEW BUSINESS

A. Consider A Request From La Casita Bilingüe Montessori School's Fundraising Committee In Pinole For A Refund Of The Rental Fee For Fernandez Park BBQ Area On May 11, 2019 **[Action: Consider Authorization of Fee Refund and Adoption of Resolution Per Staff recommendation (De La Rosa)]**

Assistant City Manager De La Rosa presented report and outlined the action.

Discussion by Council regarding the City policy and past practice with regard to fee refund requests of this type.

The following speaker addressed the City Council:

<u>Ivette Ricco</u>, resident of Pinole, acknowledged the comments of the Council as a valid points. Suggested that the Council make a one-time exception for La Casita and seek out in-kind service opportunities that they might provide.

Councilmembers asked questions and staff responded.

ACTION: <u>Motion by Councilmembers Salimi/Murray to approve the Authorization of Fee Refund and Adoption of Resolution Per Staff Recommendation with direction to staff to engage with La Casita Bilingue School to arrange in-kind donation.</u>

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

11. REPORTS & COMMUNICATIONS

A. <u>Mayor Report</u>

1. Announcements

Mayor announced community events and information:
Friends of the Pinole Creek Watershed Community Service Day on Saturday May 18, 2019.
Announced West County Wastewater District Board Vacancy.
Pinole Car Show on June 23, 2019.

Contra Costa County Mayor's Conference report. Marin Clean Energy presentation, information regarding State housing legislation provided including SB 50 and updates made to the Housing Policy Framework created by the City Managers for the CCC Mayor's Conference.

B. Mayoral & Council Appointments

None.

C. City Council Committee Reports & Communications

Councilmember Salimi announced addition to his family with new baby boy.

Councilmember Martinez-Rubin spoke regarding the importance of immunizations.

Mayor Pro-Tem Swearingen reported on the West Contra Costa County Mayor's Meeting. Discussion regarding planning a hospital facility in West Contra Costa County.

Councilmember Tave reported that he met with WestCAT and encouraged the public to use the new buses that they have made available. Spoke regarding the increase in mosquitoes during this season and stated the importance of knowing your resources such as Contra Costa Vector Control.

D. Council Requests For Future Agenda Items

Councilmember Salimi requested bringing back a discussion item to amend the Municipal Code 10.40.220 relating to height restrictions on vehicles parked near intersections to improve visibility for pedestrians and drivers. Council gave consensus.

Councilmember Swearingen requested a report on the conditions of various fields and recreation facilities to include a cost evaluation. Councilmembers asked questions. Staff responded. Council gave consensus.

E. City Manager Report / Department Staff

City Manager Fitzer reported that the City has started its Fire Study. Announced the Community meeting on May 29th at 6:00 p.m. at the Youth Center.

F. City Attorney Report

City Attorney Casher reported on his attendance at the CA League of Cities City Attorney Committee.

12. **ADJOURNMENT** to the Joint City Council and West Contra Costa Unified School District Meeting of May 13, 2019 In Remembrance of Amber Swartz.

At 9:42 p.m., Mayor Murray adjourned to the Joint City Council and West Contra Costa Unified School District Meeting of May 13, 2019 In Remembrance of Amber Swartz.

Submitted by:

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Heather Iopu, CMC
City Clerk

Approved by City Council:

City of Pinole, CA

7B
WARRANT LISTING
By Vendor Name

Payment Dates 05/04/2019 - 05/17/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1554 - Advanced System Group, LLC					
25336	90934	05/10/2019	505-119-47101	Panasonic HD/SD Switcher- CTV	7,866.00
				Vendor 1554 - Advanced System Group, LLC Total:	**7,866.00**
Vendor: LEI08 - ALBERT LEIBOWITZ					
50319	90935	05/10/2019	209-20308	PSC Main Hall Rental Deposit Refund	250.00
				Vendor LEI08 - ALBERT LEIBOWITZ Total:	**250.00**
Vendor: 1487 - ALICE SANKEY					
32819	90936	05/10/2019	209-20015	GIFT SHOP SENIOR CENTER	1.50
3419	90936	05/10/2019	209-20015	GIFT SHOP SENIOR CENTER	7.00
3619	90936	05/10/2019	209-20015	GIFT SHOP SENIOR CENTER	1.50
				Vendor 1487 - ALICE SANKEY Total:	**10.00**
Vendor: AME22 - AMERICAN STAGE TOURS					
26814	90937	05/10/2019	209-552-43805	STOCK HARBOR CRUISE- SC	5,978.00
				Vendor AME22 - AMERICAN STAGE TOURS Total:	**5,978.00**
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
19-00322	90938	05/10/2019	285-464-42101	BANKRUPTCY MONTHLY SERVICE FEE	116.10
19-00322	90938	05/10/2019	750-463-42101	BANKRUPTCY MONTHLY SERVICE FEE	61.15
				Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:	**177.25**
Vendor: ROD01 - ANNETTE RODRIGUEZ					
5719	90939	05/10/2019	209-552-43802	EXERCISE 16 CLASSES	720.00
				Vendor ROD01 - ANNETTE RODRIGUEZ Total:	**720.00**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
68872	90940	05/10/2019	209-557-42108	DUPLICATE KEY POOL	30.55
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**30.55**
Vendor: ATT01 - AT&T					
000012933629	90941	05/10/2019	525-118-43101	9350BAN CABLE SERVICES- IT	1,879.04
APRIL 19-136902820	90942	05/10/2019	525-118-43101	INTERNET SERVICES TINY TOTS SOLAR	45.00
APRIL 19-148195000	90942	05/10/2019	525-118-43101	DSL INTERNET FOR CITY HALL	95.00
				Vendor ATT01 - AT&T Total:	**2,019.04**
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0001695	90943	05/10/2019	100-231-42512	SUPPLIES- FD	2,758.56
				Vendor BAY04 - BAY AREA BARRICADE SVC. Total:	**2,758.56**
Vendor: BAY34 - BAY AREA NEWS GROUP					
0001191655	90944	05/10/2019	100-112-42514	MONTHLY STMT CLASSIFIED ADVERTISING	67.50
0001191655	90944	05/10/2019	100-112-42514	MONTHLY STMT CLASSIFIED ADVERTISING	122.40
0001191655	90944	05/10/2019	212-461-42514	MONTHLY STMT CLASSIFIED ADVERTISING	69.30
0001191655	90944	05/10/2019	212-461-42514	MONTHLY STMT CLASSIFIED ADVERTISING	110.70
0001191655	90944	05/10/2019	212-461-42514	MONTHLY STMT CLASSIFIED ADVERTISING	120.60
				Vendor BAY34 - BAY AREA NEWS GROUP Total:	**490.50**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5716688	90945	05/10/2019	209-552-43804	FOOD PROGRAM- SC	857.34

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
5716689	90945	05/10/2019	209-552-43804	FOOD PROGRAM- SC	140.72
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**998.06**
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
14589	90946	05/10/2019	209-557-42108	WINTR POOL SERVICE	220.00
14638	90946	05/10/2019	209-557-42108	WINTER POOL SERVICE	707.85
				Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:	**927.85**
Vendor: UME00 - BRIAN UMEKI					
5719	90947	05/10/2019	209-552-43802	TAI CHI CLASSES	396.20
				Vendor UME00 - BRIAN UMEKI Total:	**396.20**
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000015655093	90948	05/10/2019	100-117-41004	ANN UNF ACC LIAB AS OF JUNE 30 2016 ID 674	74,423.41
100000015655103	90948	05/10/2019	100-117-41004	ANN UNF ACC LIAB AS OF JUNE 30 2016 ID 675	75,834.67
100000015655118	90948	05/10/2019	100-117-41004	ANN UNF ACC LIAB AS OF JUNE 30 2016 ID 25716	140.32
100000015655124	90948	05/10/2019	100-117-41004	ANN UNF ACC LIAB AS OF JUNE 30 2016 ID 25717	186.33
100000015655133	90948	05/10/2019	100-117-41004	ANN UNF ACC LIAB AS OF JUNE 30 2016 ID 27205	144.77
				Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:	**150,729.50**
Vendor: CAL29 - CALPELRA					
5719	90949	05/10/2019	100-116-42302	CONFERENCE REG FOR MICHELE	370.00
				Vendor CAL29 - CALPELRA Total:	**370.00**
Vendor: CIT08 - CITY MECHANICAL, INC					
54607	90950	05/10/2019	100-231-42108	SERVICE PUBLIC SAFETY BUILDING	826.45
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**826.45**
Vendor: CON16 - CITY OF CONCORD					
76948	90951	05/10/2019	209-552-43809	SENIOR CENTER NEWSLETTER	292.01
77275	90951	05/10/2019	100-222-42201	FIELD ID CARDS- PD	70.34
				Vendor CON16 - CITY OF CONCORD Total:	**362.35**
Vendor: COM20 - COMCAST					
APRIL 14 19-8658	90952	05/10/2019	100-231-43105	CABLE/ TV- FD	54.49
				Vendor COM20 - COMCAST Total:	**54.49**
Vendor: COM23 - COMMUNICATION SERVICE CO.					
410241S	90953	05/10/2019	209-552-42107	REPLACE SMOKE DETECTOR	643.59
				Vendor COM23 - COMMUNICATION SERVICE CO. Total:	**643.59**
Vendor: 1550 - Danielle Hall Linsy					
42919	90954	05/10/2019	209-551-38112	Refund Renter Cancelled Reservation for Park	200.00
				Vendor 1550 - Danielle Hall Linsy Total:	**200.00**
Vendor: DAR02 - DARLING INGREDIENTS INC.					
600:3227061	90955	05/10/2019	209-552-43804	TRAP SERVICE- SC	169.71
				Vendor DAR02 - DARLING INGREDIENTS INC. Total:	**169.71**
Vendor: 1553 - Dianne Okada					
42919	90956	05/10/2019	209-20308	PSC main Hall Rental Deposit Refund	500.00
				Vendor 1553 - Dianne Okada Total:	**500.00**
Vendor: EBM01 - EBMUD					
35474-419	90957	05/10/2019	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	65.13
53826-419	90957	05/10/2019	310-348-47202	2677 Pinole Valley Rd--Irrigation Use Only	49.26
				Vendor EBM01 - EBMUD Total:	**114.39**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: ECO05 - ECOLAB					
3242176	90958	05/10/2019	209-552-42108	SANITARY SUPPLIES- SC	742.74
				Vendor ECO05 - ECOLAB Total:	**742.74**
Vendor: ERI03 - ERICK WILSON					
42319	90959	05/10/2019	505-119-42101	PROFESSIONAL SERVICES- CTV	1,230.79
				Vendor ERI03 - ERICK WILSON Total:	**1,230.79**
Vendor: FAR01 - FARMER BROS. COFFEE					
69045117	90960	05/10/2019	209-552-43804	SEASONING DAILY LUNCH PROGRAM- SC	32.75
				Vendor FAR01 - FARMER BROS. COFFEE Total:	**32.75**
Vendor: FOL02 - FOLSOM LAKE FORD					
FL9561	90961	05/10/2019	160-221-47104	VEHICLE REPLACEMENT 2019 EXPLORER	33,935.78
				Vendor FOL02 - FOLSOM LAKE FORD Total:	**33,935.78**
Vendor: GLO08 - GLOBALSTAR					
10000000102265931	90962	05/10/2019	525-118-43101	MONTHLY CHARGES	114.57
				Vendor GLO08 - GLOBALSTAR Total:	**114.57**
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9828225998	90963	05/10/2019	525-118-43101	PHONE MONITORS- PD/FD	4,192.42
				Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:	**4,192.42**
Vendor: HAR01 - HARRINGTON IND.PLASTICS					
MAY 01 19	90964	05/10/2019	500-641-42107	MONTHLY STMT FULL PAYMENT	348.77
				Vendor HAR01 - HARRINGTON IND.PLASTICS Total:	**348.77**
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
JUNE 2019	90965	05/10/2019	100-110-41002	DENTAL PREMIUMS FOR JUNE 2019	581.32
JUNE 2019	90965	05/10/2019	100-111-41002	DENTAL PREMIUMS FOR JUNE 2019	133.72
JUNE 2019	90965	05/10/2019	100-113-41002	DENTAL PREMIUMS FOR JUNE 2019	62.18
JUNE 2019	90965	05/10/2019	100-115-41002	DENTAL PREMIUMS FOR JUNE 2019	470.82
JUNE 2019	90965	05/10/2019	100-116-41002	DENTAL PREMIUMS FOR JUNE 2019	219.12
JUNE 2019	90965	05/10/2019	100-117-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94
JUNE 2019	90965	05/10/2019	100-221-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94
JUNE 2019	90965	05/10/2019	100-221-41002	DENTAL PREMIUMS FOR JUNE 2019	2,585.98
JUNE 2019	90965	05/10/2019	100-222-41002	DENTAL PREMIUMS FOR JUNE 2019	352.84
JUNE 2019	90965	05/10/2019	100-223-41002	DENTAL PREMIUMS FOR JUNE 2019	1,467.16
JUNE 2019	90965	05/10/2019	100-231-41002	DENTAL PREMIUMS FOR JUNE 2019	133.72
JUNE 2019	90965	05/10/2019	100-231-41002	DENTAL PREMIUMS FOR JUNE 2019	1,388.98
JUNE 2019	90965	05/10/2019	100-341-41002	DENTAL PREMIUMS FOR JUNE 2019	447.60
JUNE 2019	90965	05/10/2019	100-343-41002	DENTAL PREMIUMS FOR JUNE 2019	1,075.36
JUNE 2019	90965	05/10/2019	105-221-41002	DENTAL PREMIUMS FOR JUNE 2019	447.60
JUNE 2019	90965	05/10/2019	106-231-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94
JUNE 2019	90965	05/10/2019	106-231-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94
JUNE 2019	90965	05/10/2019	204-227-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JUNE 2019	90965	05/10/2019	209-552-41002	DENTAL PREMIUMS FOR JUNE 2019	124.36
JUNE 2019	90965	05/10/2019	209-554-41002	DENTAL PREMIUMS FOR JUNE 2019	156.94
JUNE 2019	90965	05/10/2019	212-462-41002	DENTAL PREMIUMS FOR JUNE 2019	133.72
JUNE 2019	90965	05/10/2019	500-641-41002	DENTAL PREMIUMS FOR JUNE 2019	1,261.90
JUNE 2019	90965	05/10/2019	500-642-41002	DENTAL PREMIUMS FOR JUNE 2019	281.30
JUNE 2019	90965	05/10/2019	505-119-41002	DENTAL PREMIUMS FOR JUNE 2019	219.12
JUNE 2019	90965	05/10/2019	998-20105	DENTAL PREMIUMS FOR JUNE 2019	62.18
JUNE 2019	90965	05/10/2019	998-20105	DENTAL PREMIUMS FOR JUNE 2019	94.76
				Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:	**12,485.38**
Vendor: 1548 - Henok Teshome					
42219	90966	05/10/2019	209-20309	Refund of PYC Rental Deposit	325.40
				Vendor 1548 - Henok Teshome Total:	**325.40**
Vendor: 1098 - HILLYARD, INC					
603414555	90967	05/10/2019	209-552-42108	CLEANNING SUPPLIES- SC	433.80
				Vendor 1098 - HILLYARD, INC Total:	**433.80**
Vendor: IED02 - IEDA					
22561	90968	05/10/2019	100-116-42101	LABOR RELATIONS CONSULTING FORM 5/1- 5/31/19	2,123.00
				Vendor IED02 - IEDA Total:	**2,123.00**
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181346	90969	05/10/2019	106-117-42101	Project 2018-040-01 Faria House- City of Pinole	3,893.75
				Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:	**3,893.75**
Vendor: MOO14 - ISSAC MOORE					
5719	90970	05/10/2019	209-552-43802	EXERCISE 2 CLASSES	90.00
				Vendor MOO14 - ISSAC MOORE Total:	**90.00**
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
5719	90971	05/10/2019	209-552-43802	BALANCE CLASSES	544.60
				Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:	**544.60**
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
90956	90972	05/10/2019	209-554-42108	MAY JANITORIAL SERVICES	449.00
90957	90972	05/10/2019	209-552-42108	MAY JANITORIAL SERVICES- SC	415.00
				Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:	**864.00**
Vendor: MAG09 - JOANNE MAGDA					
5719	90973	05/10/2019	209-552-43802	EXERCISE 9 CLASSES	405.00
				Vendor MAG09 - JOANNE MAGDA Total:	**405.00**
Vendor: 1549 - Jonathan Porter					
50319	90974	05/10/2019	100-221-42302	Attend Field Training Officer Course in Windsor	584.70
50319	90974	05/10/2019	100-221-42303	Attend Field Training Officer Course in Windsor	225.00
				Vendor 1549 - Jonathan Porter Total:	**809.70**
Vendor: ROG06 - JUSTIN ROGERS					
5619	90975	05/10/2019	100-222-42108	REIMBURSEMENT PURCHASE OF KEY STORAGE/ DUPLICATE	62.58
				Vendor ROG06 - JUSTIN ROGERS Total:	**62.58**
Vendor: LCA01 - LC ACTION POLICE SUPPLY					
396055	90976	05/10/2019	100-221-42514	CLEANING KITS- PD	283.44
				Vendor LCA01 - LC ACTION POLICE SUPPLY Total:	**283.44**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MAN01 - MANNA FOODS, INC.					
817149	90977	05/10/2019	209-552-43804	FOOD PROGRAM - SC	113.46
908445	90977	05/10/2019	209-552-43804	FOOD PROGRAM- SC	315.51
				Vendor MAN01 - MANNA FOODS, INC. Total:	**428.97**
Vendor: GUT05 - MANNY GUTIERREZ					
5719	90978	05/10/2019	209-552-43806	BALLROOM	500.00
				Vendor GUT05 - MANNY GUTIERREZ Total:	**500.00**
Vendor: IRV03 - MARGARET M IRVIN					
5719	90979	05/10/2019	209-552-43802	WRITING CLASS	41.30
				Vendor IRV03 - MARGARET M IRVIN Total:	**41.30**
Vendor: 1152 - MARIA PICAZO					
5219	90980	05/10/2019	209-552-42302	REIMBURSEMENT LCW WORSHOPS ALAMEDA	34.65
				Vendor 1152 - MARIA PICAZO Total:	**34.65**
Vendor: 1551 - Mark Fox					
42219	90981	05/10/2019	209-554-36402	Refund Enrichment Class Cancelled	256.00
				Vendor 1551 - Mark Fox Total:	**256.00**
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
T3Q1912	90982	05/10/2019	100-116-42101	3rd Qarter, FY 2018-2019	344.42
				Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:	**344.42**
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1312390	90983	05/10/2019	100-221-41008	DISABILITY INSURANCE PREMIUMS	594.00
1312390	90983	05/10/2019	100-223-41008	DISABILITY INSURANCE PREMIUMS	258.00
1312390	90983	05/10/2019	105-221-41008	DISABILITY INSURANCE PREMIUMS	89.10
1312390	90983	05/10/2019	204-227-41008	DISABILITY INSURANCE PREMIUMS	59.40
				Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:	**1,000.50**
Vendor: MEJ04 - NORMA D. MEJIA					
5719	90984	05/10/2019	209-552-43802	ZUMBA CLASSES	752.50
				Vendor MEJ04 - NORMA D. MEJIA Total:	**752.50**
Vendor: OLI01 - OLIVERS TOWING INC					
19-1691	90985	05/10/2019	100-221-42107	TOW SERVICES- PD	80.00
				Vendor OLI01 - OLIVERS TOWING INC Total:	**80.00**
Vendor: 1555 - OWEN EQUPMENT					
39307	90986	05/10/2019	213-344-47101	EQUIPMENT-PW	284,999.38
				Vendor 1555 - OWEN EQUPMENT Total:	**284,999.38**
Vendor: PGE01 - P.G.& E.					
APRIL 19-2222	90987	05/10/2019	100-345-43103	STREET AND HIGHWAY LIGHTING	934.69
APRIL 19-2222	90987	05/10/2019	200-341-43103	STREET AND HIGHWAY LIGHTING	0.19
APRIL 19-2222	90987	05/10/2019	310-347-43103	STREET AND HIGHWAY LIGHTING	5,298.90
APRIL 19-2222	90987	05/10/2019	310-348-43103	STREET AND HIGHWAY LIGHTING	7,569.85
APRIL 19-4256	90987	05/10/2019	500-641-43103	11 TENNANT AVE	45,839.43
APRIL 19-4430	90987	05/10/2019	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	11.10
APRIL 19-4767	90987	05/10/2019	200-341-43103	RAMONA & PINOLE VALLEY-TRAFFIC SIGNAL & ST LIGHT	55.33
APRIL 19-6521	90987	05/10/2019	200-341-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	93.39
APRIL 19-6897	90987	05/10/2019	200-341-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	54.48

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 19-7547	90987	05/10/2019	100-222-43103	880 Tennent Ave-Public Safety Facility	2,417.44
APRIL 19-7547	90987	05/10/2019	100-223-43103	880 Tennent Ave-Public Safety Facility	483.49
APRIL 19-7547	90987	05/10/2019	100-231-43103	880 Tennent Ave-Public Safety Facility	1,933.95
APRIL 19-9929	90987	05/10/2019	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	27.20
APRIL 19-9961	90987	05/10/2019	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,315.44
				Vendor PGE01 - P.G.& E. Total:	**67,034.88**
Vendor: CLA02 - PATRICIA A. CLARK					
5219	90988	05/10/2019	209-556-42101	STIPEND APRIL 2019 COORDINATOR	750.00
				Vendor CLA02 - PATRICIA A. CLARK Total:	**750.00**
Vendor: 1009 - PRECISION IT CONSULTING					
9719	90989	05/10/2019	525-118-42101	JUNE Agreement Precision 360 gold	13,721.76
				Vendor 1009 - PRECISION IT CONSULTING Total:	**13,721.76**
Vendor: WEB10 - SHEILA WEBB					
5719	90990	05/10/2019	209-552-43802	WATER COLOR CLASSES	32.20
				Vendor WEB10 - SHEILA WEBB Total:	**32.20**
Vendor: STA42 - STAPLES BUSINESS CREDIT					
APRIL 25 19	90991	05/10/2019	100-110-42514	MONTHLY STMT FULL PAYMENT	76.98
APRIL 25 19	90991	05/10/2019	100-112-42201	MONTHLY STMT FULL PAYMENT	60.48
APRIL 25 19	90991	05/10/2019	100-115-42201	MONTHLY STMT FULL PAYMENT	671.28
APRIL 25 19	90991	05/10/2019	100-117-42201	MONTHLY STMT FULL PAYMENT	315.52
APRIL 25 19	90991	05/10/2019	100-222-42201	MONTHLY STMT FULL PAYMENT	343.03
APRIL 25 19	90991	05/10/2019	100-223-42201	MONTHLY STMT FULL PAYMENT	634.97
APRIL 25 19	90991	05/10/2019	209-553-42201	MONTHLY STMT FULL PAYMENT	351.03
APRIL 25 19	90991	05/10/2019	212-462-42201	MONTHLY STMT FULL PAYMENT	238.73
				Vendor STA42 - STAPLES BUSINESS CREDIT Total:	**2,692.02**
Vendor: DOD02 - SUSAN BOYLE DODGE					
5719	90992	05/10/2019	209-552-43802	CWLD CLASS	114.80
5719-02	90992	05/10/2019	209-552-43802	LINE DANCE CLASSES	180.00
				Vendor DOD02 - SUSAN BOYLE DODGE Total:	**294.80**
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
APRIL 19-263397	90993	05/10/2019	525-118-42510	TLO PERIOD 4/1- 4/30/19	55.50
				Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:	**55.50**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
247067	90994	05/10/2019	100-343-42108	SANITARY SUPPLIES CITY HALL	131.61
247069	90994	05/10/2019	100-345-42108	SANITARY SUPPLIES- TP	534.49
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**666.10**
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
5719	90995	05/10/2019	209-552-43802	YOGA CLASSES	184.80
				Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:	**184.80**
Vendor: WES20 - WESTCAT					
5719	90996	05/10/2019	209-552-43803	WESTCAT TICKETS- SC	500.00
				Vendor WES20 - WESTCAT Total:	**500.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: XER01 - XEROX CORPORATION					
096539561	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- 880 TENNENT AVE	403.68
096539564	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- CITY HALL	1,342.00
096539565	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- POLICE	462.67
096539566	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- FIRE DEPARTMENT	98.15
096539567	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- CORP YARD	233.64
096539570	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- WPCP	238.98
096819064	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- CITY HALL 1ST FL	410.04
096819065	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- SENIOR CENTER	412.90
096819068	90997	05/10/2019	525-118-42107	EQUIPMENT/MAINTENACE/SUPPLY- YOUTH CENTER	358.43
				Vendor XER01 - XEROX CORPORATION Total:	**3,960.49**
Vendor: 1552 - Xifeng Tan					
42219	90998	05/10/2019	209-554-36402	Refund for Enrichmnent Class Cancelled	251.00
				Vendor 1552 - Xifeng Tan Total:	**251.00**
				Grand Total:	**618,092.23**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	177,336.09
105 - Measure S -2006	536.70
106 - MEASURE S-2014	4,207.63
160 - EQUIPMENT RESERVE	33,935.78
200 - Gas Tax Fund	203.39
201 - Restricted Real Estate Maintenance Fund	27.20
204 - Police Grants	216.34
209 - Recreation Fund	21,593.38
212 - Building & Planning	673.05
213 - Refuse Management Fund	284,999.38
285 - Housing Land Held for Resale	116.10
310 - Lighting & Landscape Districts	12,918.01
500 - Sewer Enterprise Fund	47,731.40
505 - Cable Access TV	9,315.91
525 - Information Systems	24,063.78
750 - Recognized Obligation Retirement Fund	61.15
998 - Payroll Clearing	156.94
Grand Total:	**618,092.23**

Account Summary

Account Number	Account Name	Payment Amount
100-110-41002	Emp Benefits/Dental	581.32
100-110-42514	Admin Exp/Special Depart	76.98
100-111-41002	Emp Benefits/Dental	133.72
100-112-42201	Office Expense	60.48
100-112-42514	Admin Exp/Special Depart	189.90
100-113-41002	Emp Benefits/Dental	62.18
100-115-41002	Emp Benefits/Dental	470.82
100-115-42201	Office Expense	671.28
100-116-41002	Emp Benefits/Dental	219.12
100-116-42101	Prof Svcs/Professional Ser...	2,467.42
100-116-42302	Travel & Training/Mileage,..	370.00
100-117-41002	Emp Benefits/Dental	156.94
100-117-41004	Emp Benefits/PERS Retir...	150,729.50
100-117-42201	Office Expense	315.52
100-221-41002	Emp Benefits/Dental	2,742.92
100-221-41008	Emp Benefits/Long Term ...	594.00
100-221-42107	Prof Svcs/Equipment Mai...	80.00
100-221-42302	Travel & Training/Mileage,..	584.70
100-221-42303	Travel & Training/Meal Al...	225.00
100-221-42514	Admin Exp/Special Depart	283.44
100-222-41002	Emp Benefits/Dental	352.84
100-222-42108	Prof Svcs/Building-Structu...	62.58
100-222-42201	Office Expense	413.37
100-222-43103	Utilities/Electricity & Pow...	2,417.44
100-223-41002	Emp Benefits/Dental	1,467.16
100-223-41008	Emp Benefits/Long Term ...	258.00
100-223-42201	Office Expense	634.97
100-223-43103	Utilities/Electricity & Pow...	483.49
100-231-41002	Emp Benefits/Dental	1,522.70
100-231-42108	Prof Svcs/Building-Structu...	826.45
100-231-42512	Admin Exp/Abatement	2,758.56
100-231-43103	Utilities/Electricity & Pow...	1,933.95
100-231-43105	Utilities/Cable	54.49
100-341-41002	Emp Benefits/Dental	447.60
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-42108	Prof Svcs/Building-Structu...	131.61

Account Summary

Account Number	Account Name	Payment Amount
100-345-42108	Prof Svcs/Building-Structu...	534.49
100-345-43103	Utilities/Electricity & Pow...	945.79
105-221-41002	Emp Benefits/Dental	447.60
105-221-41008	Emp Benefits/Long Term ...	89.10
106-117-42101	Prof Svcs/Professional Ser...	3,893.75
106-231-41002	Emp Benefits/Dental	313.88
160-221-47104	FF&E/Vehicles	33,935.78
200-341-43103	Utilities/Electricity & Pow...	203.39
201-343-43103	Utilities/Electricity & Pow...	27.20
204-227-41002	Emp Benefits/Dental	156.94
204-227-41008	Emp Benefits/Long Term ...	59.40
209-20015	Accounts Payable/Vendor...	10.00
209-20308	Deposits Payable/Recreat...	750.00
209-20309	Deposits Payable/Recreat...	325.40
209-551-38112	Rental Income/Facility Re...	200.00
209-552-41002	Emp Benefits/Dental	124.36
209-552-42107	Prof Svcs/Equipment Mai...	643.59
209-552-42108	Prof Svcs/Building-Structu...	1,591.54
209-552-42302	Travel & Training/Mileage,..	34.65
209-552-43103	Utilities/Electricity & Pow...	2,315.44
209-552-43802	Program Cost/Class Fees	3,461.40
209-552-43803	Program Cost/Personal Svc	500.00
209-552-43804	Program Cost/Food Progr...	1,629.49
209-552-43805	Program Cost/Travel	5,978.00
209-552-43806	Program Cost/Dance Prog...	500.00
209-552-43809	Program Cost/Newsletter	292.01
209-553-42201	Office Expense	351.03
209-554-36402	Recreation Chg/Members...	507.00
209-554-41002	Emp Benefits/Dental	156.94
209-554-42108	Prof Svcs/Building-Structu...	449.00
209-556-42101	Prof Svcs/Professional Ser...	750.00
209-557-42108	Prof Svcs/Building-Structu...	958.40
209-559-43102	Utilities/Water	65.13
212-461-42514	Admin Exp/Special Depart	300.60
212-462-41002	Emp Benefits/Dental	133.72
212-462-42201	Office Expense	238.73
213-344-47101	FF&E/Equipment	284,999.38
285-464-42101	Prof Svcs/Professional Ser...	116.10
310-347-43103	Utilities/Electricity & Pow...	5,298.90
310-348-43103	Utilities/Electricity & Pow...	7,569.85
310-348-47202	Improvements/Landscape...	49.26
500-641-41002	Emp Benefits/Dental	1,261.90
500-641-42107	Prof Svcs/Equipment Mai...	348.77
500-641-43103	Utilities/Electricity & Pow...	45,839.43
500-642-41002	Emp Benefits/Dental	281.30
505-119-41002	Emp Benefits/Dental	219.12
505-119-42101	Prof Svcs/Professional Ser...	1,230.79
505-119-47101	FF&E/Equipment	7,866.00
525-118-42101	Prof Svcs/Professional Ser...	13,721.76
525-118-42107	Prof Svcs/Equipment Mai...	3,960.49
525-118-42510	Admin Exp/Software Purch	55.50
525-118-43101	Utilities/Telephone	6,326.03
750-463-42101	Prof Svcs/Professional Ser...	61.15
998-20105	Sal & Ben Payable/Dental ...	156.94
	Grand Total:	**618,092.23**

Project Account Summary

Project Account Key		Payment Amount
None		618,092.23
	Grand Total:	**618,092.23**

Approved by:______________ Date: 5/16/19

CITY COUNCIL

7C

DATE: **MAY 21, 2019**

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **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**

RECOMMENDATION

It is recommended that the City Council adopt a resolution of the City of Pinole 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.

BACKGROUND

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

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

REVIEW & ANALYSIS

The City Council must take several actions each year to levy and collect the assessments for the District. It is proposed that the City Council take action on the first item from the following list at this meeting. This action will be accomplished by adopting the attached Resolution. The City Council will take action on the other items on the following list at subsequent meetings.

1. Order the preparation and filing of an engineer's annual assessment report.
2. Determine if there are any changes in the existing improvements or addition of new improvements.
3. Approve the engineer's annual Assessment Report.
4. Declare intention to levy and collect assessments.
5. Declare 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.

In the past there was a Business Assistance Program available to businesses with gross revenues less than $750,000. Under the program, the City paid the assessment for the qualifying business. The program was put in place to lessen the cost impacts of the District on smaller businesses. In the years since the District was formed, the economy has greatly improved resulting in a more stable climate for small businesses. Therefore on April 17, 2018, the City Council approved the elimination of the Business Assistance program.

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 proceeding will set forth the proposed assessment to provide a stable funding source for the ongoing maintenance of the improvements of the assessment district.

ATTACHMENTS

A: Resolution

RESOLUTION NO. 2019 - XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE 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 2019/20

WHEREAS, the City Council of the City of Pinole has previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). 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 has retained Harris & Associates ("Harris") for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, the Annual Engineer's Report ("Report") for the District in accordance with the 1972 Act.

NOW, THEREFORE, the Pinole City Council does resolve as follows:

SECTION 1. ANNUAL ENGINEER'S REPORT: The City Council wishes to initiate proceedings for the preparation of the Annual Engineer's Report and hereby orders Harris to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District in accordance with the requirements of the 1972 Act. Said levy and collection shall be for the fiscal year commencing July, 1, 2019 and ending June 30, 2020 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. 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, sidewalk improvements, 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.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on this 21st day of May, 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSTENT: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 21st day of May, 2019.

____

Heather Iopu, CMC
City Clerk

CITY COUNCIL REPORT 7D

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE PINOLE COMMUNITY PLAYERS FOR USE OF 601 TENNENT AVENUE

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to Execute a Lease Agreement with the Pinole Community Players for use of 601 Tennent Avenue.

BACKGROUND

In February 2004, the City Council and Redevelopment Agency approved funding for the establishment of a City of Pinole School of Performing Arts to be managed by the Recreation Department. The program includes classes and a Children's Theatre for youth ages 7 - 12, as well as annual Broadway-style productions.

On November 7, 1995, the Pinole Community Players entered into a Facility Use Agreement with the City for use of the Memorial Center. The Pinole Community Players use the facility for performing arts programs including theatrical performance, rehearsals, teaching and theatrical training. The programs have continued to operate at the Memorial Center since 1995 under the guidance of Dave and Patti Clark. Patti Clark has assumed all of the responsibility since Dave Clark's passing.

REVIEW AND ANALYSIS

On September 19, 2018, Patti Clark met with the Assistant City Manager to discuss a proposal to move the School of Performing Arts program, which operates the Children's Theatre, under the Pinole Community Players' umbrella. The Clark's have jointly run the program over the years and are very familiar with the operations and time commitment to make the Theatre a success.

The City Manager subsequently also met with Patti Clark to discuss the proposal. Based on their conversation, the Community would see no difference through shifting of the Children's Theatre to the Pinole Community Players. The Pinole Community Players would continue to offer classes and feature productions to the Community.

On November 13, 2018, a report was presented to the City Council outlining the benefits and drawbacks of the proposal from the Pinole Community Players. Following a discussion, the City Council approved concluding the Children's Theatre and the Pinole Players agreed to incorporate the City's Children's Theatre into their services. The City Council also authorized the City Manager to commence negotiations on a new lease agreement for the Pinole Players' use of Memorial Center.

- **LEASE**

The City Manager has met with representatives of the Pinole Community Players and has negotiated a Lease Agreement. The lease agreement includes provisions which outline the lease fees the Pinole Players will pay for use of the facility, the date in which the Pinole Players will commence paying for the lease, the length of time in which the lease is valid, maintenance cost and other provisions. The Lease Agreement has been reviewed by representatives of the City Attorney's Office.

Below is a summary of the most pertinent provisions of the Agreement. The Agreement is also attached for your review.

- Section 2.1: Term – the term of the lease shall be for five (5) years commencing on June 1, 2019. The term of the lease may be extended upon written amendment to the lease and approval by the Council.

- Section 2.2: Rent - The City has established annual rent of $5,000 to be paid in four (4) equal installment of $1,250. The rent will increase each year, on the anniversary of the Agreement, by 5%.

- Section 3.1: Monthly Fee – the Pinole Players also agree to pay $186 per month to cover City paid utility services (water, gas, and electricity) as well as restroom supplies. The monthly fee will increase each year, on the anniversary of the agreement, by 5%.

- Section 3.2: Other Fees – the Pinole Players agree to pay the rental fees and deposit should they use the Youth Center premises, which include the meeting room, kitchen, restrooms, and main hall. Given their long-standing relationship with the City, and that they are taking complete ownership of a previously City managed program, they will not be required to pay the $50 booking fee or $25 clean up fee. They have always left the facility in good condition and there is no reason to think that will not continue. In the event there is a problem following a rental, the City will have the deposit to deduct any required clean up costs from.

- Section 3.4: No Right to Rent – Pinole Players are prohibited from subleasing the facility, but the agreement allows the Pinole Players to sponsor a performance at the facility by another theatre troupe.

- Section 3.5: Alcoholic Beverages – allows for service of alcoholic beverages with consent from the City and a license from the Alcohol Beverage Control Department, signed by the Pinole Police Department.

- Section 5.6: Maintenance of Premises – the Pinole Players will be responsible for the maintenance and management of the facility assuring it is clean and sanitary. Major repairs, as defined in the Agreement, are the responsibility of the City as the property owner. Minor repairs will be discussed between the City and Pinole Players to determine who will be responsible.

- Section 11.2: Ownership of Equipment – Parties agree that if the lease is terminated, all equipment owned by the Pinole Community Players located at 601 Tennent will be removed and retained by the Players.

FISCAL IMPACT

The City will experience a loss of $11,000 in net revenues through the transfer of the Children's Theatre Program to the Pinole Community Players. Through the lease, the Pinole Players will continue to pay rent for use of the facility, and will additionally pay the cost of utilities that were previously paid by the City. It should also be noted that removing this program from responsibility of the City frees up staff time to attend to other Recreation Department activities, which has additional value to the City.

ATTACHMENTS

A Resolution
B Lease Agreement

ATTACHMENT A

RESOLUTION NO. 2019 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE PINOLE COMMUNITY PLAYERS FOR USE OF 601 TENNENT AVENUE

WHEREAS, the City has offered a Children's Theatre program under the Recreation Department since 2004; and

WHEREAS, since its inception the program has been coordinated by David and Patti Clark, including coordinating classes and instructors, directing performances, publicity, and budget management; and

WHEREAS, on September 19, 2018, Patti Clark met with the Assistant City Manager to discuss a proposal to move the School of Performing Arts program, which operates the Children's Theatre under the Pinole Community Players' umbrella; and

WHEREAS, the City Manager has also met with Patti Clark to discuss the proposal; and

WHEREAS, the Community would see no difference through shifting of the Children's Theatre to the Pinole Community Players; and

WHEREAS, on November 13, 2018, the City Council approved to conclude the Children's Theatre and the Pinole Players agreed to incorporate the City's Children's Theatre into their services; and

WHEREAS, also on November 13, 2018, the City Council authorized the City Manager to commence negotiations on a new lease agreement with the Pinole Community Players for use of Memorial Center; and

WHEREAS, the City Manager and representatives of the Pinole Community Players have agreed to the terms and conditions of a Lease Agreement; and

WHEREAS, Staff recommends that the Pinole Players take over the City's Children's Theatre program and the relationship between the City and the Players become strictly landlord/tenant.

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

Section 1: Authorize the Pinole Community Players to acquire the Children's Theatre Program, thereby eliminating it from the City of Pinole Recreation Programs; and

Section 2: Approve the Lease Agreement between the City and the Pinole Community Players for use of 601 Tennent Ave (Memorial Center); and

Section 3: Authorize the City Manager to execute the Lease Agreement.

PASSED AND ADOPTED this **21st** day **May 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 **21st** day of **May, 2019.**

____

Heather Iopu, CMC
City Clerk

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**" or this "**Agreement**"), dated as of June 1, 2019 (the "**Effective Date**"), is entered into by and between the City of Pinole, a municipal corporation (the "**City**" or the "**Landlord**") and Pinole Community Players, a California non-profit corporation (the "**Tenant**"). Landlord and Tenant are hereafter each referred to as a "**Party**" and collectively referred to as the "**Parties.**"

RECITALS

A. The City is the owner in fee title to real property known as Assessor's Parcel Number 401-141-014 located at 601 Tennent Avenue, City of Pinole (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Previously, the City provided a license to Tenant to use a portion of the Property (the "**Premises**"), as depicted in Exhibit B attached hereto and incorporated herein by this reference, to use the Premises for Tenant's programs.

C. The City and Tenant desire to enter into this Agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Tenant hereby agree as of the Effective Date as follows.

ARTICLE I
DEMISE OF PREMISES

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.2 Creation of Lease. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement. Except as otherwise set forth in this Agreement, the Premises and this Agreement explicitly exclude any use of the property at 635 Tennent Avenue including but not limited to the kitchen, main hall, meeting rooms, restrooms (located on the 1st floor) and any rooms on the second floor.

ARTICLE II
TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term; Extension of Term. The term of this Agreement (the "**Term**") shall commence on June 1, 2019 (the "**Commencement Date**"), and unless terminated earlier pursuant to the provisions hereof, shall expire on the on the fifth (5th) anniversary of the Commencement Date (the "**Expiration Date**"), unless otherwise extended in writing by the Parties. The expiration of the Term or the sooner termination of this Agreement shall be referred to as "**Lease Termination**." The Parties may extend the Term upon a written amendment to this Agreement. The Tenant may terminate this agreement with six (6) months written notice to City.

2.2 Rent. Effective the Commencement Date, the Tenant shall pay to the City Five Thousand Dollars ($5,000) in annual rent ("**Rent**"). Rent shall be paid in four (4) equal payments of One Thousand Two Hundred Fifty Dollars ($1,250). Payments shall be due on June 1, September 1, December 1, and March 1 of each year. Rent will increase by 5% on each anniversary of the Commencement Date, so long as this Agreement remains in effect.

Rent payments are due to the City at the address shown in Section 11.4.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business by 5th of the month in which rent is due or the Tenant's check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay the City Twenty-Five Dollars ($25) as a late fee (the "**Late Payment Penalty**"), which shall be included with the payment of Rent.

If the Term is extended the Parties shall enter into an amendment to this Agreement in order to establish Rent for lease of the Premises during such extended Term.

ARTICLE III
REQUIREMENTS OF LANDLORD

3.1 Monthly Fee. Commencing one month following the Effective Date and continuing through the term of this Agreement, Tenant shall pay a monthly fee to City of One Hundred Eighty Six Dollars ($186) (the "**Monthly Fee**"). The monthly fee will cover City's costs of water, gas and electric utility services at the Premises, and the restroom supplies that serve the Premises. The Monthly Fee will increase by 5% on each anniversary of the Effective Date, so long as this Agreement remains in effect.

3.2 Other Fees. Tenant may use the kitchen, the main hall and other meeting rooms within the Youth Center Premises by paying to the City the usual rental rate for the rental of such facilities. A schedule of the rental fees is attached as Exhibit C to this Agreement but may change periodically. Because of the long-standing relationship between the Pinole Players and the City of Pinole, including the many years the Players managed the program on behalf of the City, the Tenant will not be required to pay the Booking Fee or the Minimum Clean Up Time. Tenant must check the City's website for the most current rental fees and availability.

3.3 Other City Cost Reimbursement. Should it be necessary to dispatch Public Works employees to remedy oversights on the part of Tenant such as failure to lock the Premises or to repair any damage that is the responsibility of the Tenant and remains unrepaired following a 30-day notice, Tenant will be billed the billing rate for such labor costs. The current average billing rate is $87.00 per hour per employee. Tenant will be responsible for janitorial services.

3.4 No Right to Rent. Tenant shall have no right to sublease the Premises to a third party for any reason during the Term. Notwithstanding the foregoing, Tenant may sponsor performances on the Premises that are provided by theater groups other than Tenant. Tenant hereby agrees that Tenant's sponsor of an outside theater group does not convey any interest in the Premises. Tenant's insurance and indemnity requirements under this Agreement still apply to Tenant for any groups that Tenant may sponsor.

3.5 Alcoholic Beverages. Alcoholic beverages are only allowed with special consent of the City. In addition, Tenant may serve alcoholic beverages at the Premises only for performances and special events. An alcohol permit must be obtained from the Alcohol, Beverage Control office, signed by Pinole Police Department with a copy given to the Recreation Manager or his/her designee.

ARTICLE IV
ALTERATIONS

4.1 Construction of Improvements. During the Term of this Agreement, Tenant shall not make any alteration or addition to the Premises (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Premises without the prior written consent of the City. All alterations and additions shall be made at the sole cost and expense of Tenant and shall comply with all of the following:

(a) The change or alteration shall not materially impair the value or structural integrity of the Improvements.

(b) The change or alteration shall be for a use which is permitted hereunder.

(c) No change, alteration or addition shall be undertaken until Tenant shall have obtained and paid for all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) Any change, alteration or addition shall be made in a good and workmanlike manner and in accordance with all applicable permits and all applicable laws.

(e) During the period of initial construction of the Improvements or the construction of any change, alteration or addition in, to or of, the Improvements, new construction or any restoration, Tenant shall comply with the insurance requirements set forth in this Agreement, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Improvements or the Property.

(f) Prior to commencement of any construction, change, alteration or repair Tenant shall deliver to City not later than ten (10) business days written notice of the proposed work and a general description of the proposed work. Such work shall not proceed until City has approved (which approval shall not be unreasonably withheld or delayed) in writing: (i) Tenant's contractor; (ii) the amount and coverage of public liability and property damage insurance, with City named as an additional insured, carried by Tenant's contractor; (iii) complete and detailed plans and specifications for such work, and; (iv) a schedule for the work.

4.2 No Right to Demolish. Notwithstanding any other provisions of this Agreement, Tenant shall have no right to demolish any Improvement, once built, without prior written consent of City.

ARTICLE V
USE, NONDISCRIMINATION AND OPERATION OF THE PROPERTY

5.1 Use. The Premises shall be used during the term for the sole purpose of conducting the business of a non-profit performing arts program including theatrical performances, rehearsals, teaching, and theatrical training.

Tenant may charge for performances, concessions, registration and class fees or other related fees to the public during use of the Premises. The income incurred during Tenant programs and activities shall remain the property of Tenant.

A representative of the City may enter upon the Premises at all reasonable times to inspect and determine that Tenant is in compliance with this Agreement and applicable Building and Fire codes.

5.2 Signs and Marketing. Existing signs at the Premises shall be maintained by the City to identify the Premises as the Pinole Community Playhouse. Tenant may post appropriate event signs and banners that are non-permanent. Any additional signage is subject to approval of the Recreation Manager or his/her designee.

The City will provide one page at no charge in the City's community guide to advertise Tenant theatrical events.

5.3 Premises Access. Tenant shall be provided with keys and alarm codes to the Premises.

5.4 Nondiscrimination. The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of in the premises herein leased.

5.5 Easements; Reservation of Rights. The City reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property for utility and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Tenant's use of the Premises for the purposes set forth herein.

5.6 Maintenance and Inspection of the Premises.

5.6.1 Maintenance. At Tenant's sole cost and expense throughout the Term, Tenant shall operate, maintain, and manage the Premises including all Improvements thereon in good order and repair and in neat, clean, sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. Tenant shall be responsible for arranging and payment for the provision of janitorial services to the Premises.

5.6.2 Repairs. Tenant shall notify the City of all repairs required at the property. Minor repairs will be reviewed jointly by Tenant and City representatives to determine a plan for repair and whether the Tenant or the City shall be responsible. Any replacements required of Tenant shall be made with equipment and/or materials equal to the specification and quality of the original. Major repairs shall be completed by the City. For this Section, "major repairs" involve exterior walls, plumbing, electrical, fire sprinklers, windows, the roof, the HVAC system, and all other structural and/or capital projects.

Tenant's failure to maintain the Premises in accordance with Section 5.6.1 and 5.6.2 of this Agreement shall, in the City's discretion, be grounds for termination of this Agreement.

5.6.3 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to the Tenant written notification of any portions of the Premises which the City has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the City the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement.

The failure of the City to inspect or to notify the Tenant of any deficiency shall not be a waiver of default or of the City's right to enforce the Tenant's maintenance and repair obligations. The Tenant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

5.7 City Use of Premises. The City will be permitted to use the Premises three (3) times in each calendar year solely for City purposes. The City does not have the right to rent the Premises to a third party. The City must coordinate with Tenant as to the scheduling of times to use the Premises that do not interfere with the Tenant's use of the Premises.

ARTICLE VI
CONDITION OF THE PREMISES;

6.1 Condition of the Premises.

6.1.1 AS-IS Condition. The Tenant will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date.

6.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Tenant's purposes. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises as they have deemed necessary and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information requested about the Property available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 Tenant's Covenants. The Tenant hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws (as defined on Exhibit D, attached hereto).

(b) The Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials (as defined on Exhibit D, attached hereto) nor shall the Tenant knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

ARTICLE VII
INDEMNITY AND INSURANCE

7.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Tenant on the Premises, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article VII shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

7.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises with a policy limit of at least Two Million Dollars ($2,000,000) per occurrence.

b. Workers' compensation insurance that complies with the statutory requirements of the state of California, as applicable.

ARTICLE VIII
DAMAGE AND DESTRUCTION

8.1 Damage or Destruction. In the event of any damage to or destruction of the Premises due to Tenant's use during the Term, the Tenant shall elect by written notice delivered to City within thirty (30) days following the date of the occurrence of the damage to either remove the Improvements or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Tenant elects to restore the Premises, the Tenant shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work.

ARTICLE IX
ASSIGNMENT, TRANSFER, QUIET ENJOYMENT

9.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

9.2 Sale by City. Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the City to sell, transfer, assign or convey all or any portion of the right, title and estate of the City in the Property and in this Agreement. At such time as the City shall sell, transfer, assign or convey the entire right, title and estate of the City in the Property and in this Agreement, all obligations and liability on the part of the City arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the City, and thereupon all such liabilities and obligations shall be binding upon the transferee.

9.3 Quiet Enjoyment. The City covenants and agrees that the Tenant, upon keeping and performing the covenants and agreements herein contained, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Leased Premises.

ARTICLE X
DEFAULT, REMEDIES AND TERMINATION

10.1 Event of Default. The Tenant shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Monetary and Non-Monetary Obligation. The Tenant at any time is in default hereunder as to any monetary obligation, including without limitation, the payment of Rent, and such default continues for thirty (30) days or the Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 10.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written notice of the default to the Tenant (provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default);

(b) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 7.2 of this Agreement, and the Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(c) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code.

(d) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Agreement occurs in violation of the provisions of Article IX;

10.2 Notice and Opportunity to Cure.

10.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

10.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

10.3 Remedies Upon Default. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Agreement and/or the Tenant's possessory rights hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this

Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement.

10.4 Remedies Cumulative. No remedy specified in this Article X shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

ARTICLE XI
GENERAL PROVISIONS

11.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Property or its right to rent payments hereunder or any other right of the City herein. The Tenant shall not mortgage its interest in the Premises and the City not encumber or otherwise subordinate its fee interest in the Property or approve any mortgage of the Tenant's leasehold estate.

11.2 Ownership of Equipment. It is agreed that any and all equipment owned by the Tenant in the Premises is and remains the property of the Tenant, and may be removed by the Tenant upon the termination of this Agreement.

11.3 Representations of City and Tenant.

11.3.1 The Tenant hereby represents and warrants that as of the Effective Date the following are true and correct: (a) this Agreement constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and (b) the person executing this Agreement is authorized to do so; and (c) the execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Tenant or any agreement to which Tenant is a party or may be bound.

11.3.2 City hereby represents and warrants that as of the Effective Date the following are true and correct: (a) this Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally, and (b) the person executing this Agreement is authorized to do so.

11.4 Miscellaneous.

11.4.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.4.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

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

Pinole Community Players
Attn: Patti Clark, President
P.O. Box 182
Pinole, CA 94564

11.4.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

11.4.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article IX, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

11.4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California.

11.4.6 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

11.4.7 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the Indemnitees by the Tenant, such defense to be through legal counsel reasonably acceptable to the City.

11.4.8 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of the Tenant or a joint venturer with the Tenant in the conduct of the Tenant's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and the Tenant.

11.4.9 Entire Agreement. This Agreement, together with all Exhibits, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

11.4.10 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.4.11 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

11.4.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

11.4.13 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

11.4.14 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City or the City shall be personally liable to Tenant or its successors in interest in the event of any default or breach by the City or for any amount which may become due to the Tenant or the Tenant's permitted successors in interest pursuant to this Agreement.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

CITY OF PINOLE:

BY:___________________________________
Michelle Fitzer, City Manager

ATTEST:

____
Heather Iopu, City Clerk

Approved as to form:

____
Eric S. Casher, City Attorney

PINOLE COMMUNITY PLAYERS

BY:___________________________________
Patti Clark, President

Exhibit A

PROPERTY
(Attach legal description.)

Exhibit B

THE PREMISES
[Attach map of the Premises]

EXHIBIT C

CITY FEES

Exhibit D

Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.,* as the foregoing statutes and regulations now exist or may hereafter be amended.

Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations, as any of the foregoing may be amended from time to time.

CITY COUNCIL REPORT

7E

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: 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

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute an Agreement with EMC Research, Inc. to conduct polling for the potential Fire Study ballot question.

BACKGROUND

On March 19, 2019 the Council approved a consulting services agreement with ESCI for a Fire Service Delivery Study. During Council's discussion at the special workshop on January 22, 2019, there was a consensus that part of the Study would be consideration of various service delivery options, most of which would require additional funding to the Fire Department or for Fire services.

At the April 16, 2019 Council meeting a Council majority approved targeting the March 2020 primary ballot for a potential funding measure for Fire services. Of course, that is depending on the outcome of the Community input and findings of the Study.

REVIEW & ANALYSIS

As staff has ramped up the Fire study project, there has been discussion regarding potential polling to determine the Community's interest in enhancing Fire services and possible support for a funding ballot question. Staff has heard from others who have both successfully and unsuccessfully run similar measures about the importance of such polling data. Specifically, having some preliminary data as the Council evaluates the Study's findings, and follow-up data as Council works to craft a ballot question.

With this in mind, I made an outreach to EMC Research, Inc., a highly respected polling firm in the Bay Area that was recommended to me. I am aware of several agencies who have utilized their services. Given our tight timeline for the Study and ballot measure, EMC worked quickly to develop a proposal for services. Highlights of the proposal include:

EMC will complete the following:

- Develop final research design in consultation with the client;
- Design a survey questionnaire in consultation with the client;
  - Deliverable: final poll questionnaire
- Translate survey into Spanish;
- Collect survey data through interviews conducted by telephone from a central telephone bank, supervised by an on-duty supervisor;
- Adapt the questionnaire for online application; program and host the survey using professional survey software; manage the deployment of survey invitations via email; and collect survey responses online;
- Monitor data collection daily to ensure the process is going according to plan, and adjust strategies as-needed to ensure a representative sample of the City's likely voter universe;
- Tabulate, code, clean, and weight the survey data from both modes;
  - Deliverable: topline poll results
- Perform in-depth analysis of the data;
- Produce cross-tabulations of voter responses based on key demographic information, such as but not limited to geography, ethnicity, age, homeownership status, etc.;
  - Deliverable: crosstabs
- Prepare a report of results with charts, analysis, and recommendations;
  - Deliverable: detailed report, including graphic presentation of key findings, analysis and recommendations, provided electronically for distribution
- Present results and analysis to key stakeholders; and
- Be available for consultation on findings and strategy.

EMC is recommending a mixed-mode telephone and email-to-web (online) study among 250 voters in the City of Pinole. They believe this approach will yield scientifically sound and actionable data, and provide a sufficient sample size at a competitive price. The telephone survey portion will be conducted on landlines and cell phones. The overall sample will be demographically and geographically representative of likely voters in the City.

The anticipated timeline for the project is as follows:

Week 1: Project kick-off meeting; review any past research and other background materials; identify key project goals and objectives; begin drafting questionnaire

Weeks 2-3:	Provide draft questionnaire; conference call(s) or in-person meetings as necessary to review and edit the questionnaire; submit revised drafts as needed
Week 3:	Final sign-off on questionnaire
Week 3-4:	Purchase sample of likely voters; conduct live telephone interviews (anticipated fielding window of two weeks)
Week 5:	Provide topline survey results and draft PowerPoint presentation of results; meeting or teleconference to discuss
Timing TBD	Detailed presentation of results, analysis, and specific strategic recommendations to City of Pinole staff and key stakeholders

If approved, staff would execute the City's standard Professional Services Agreement, with only non-substantive changes as approved by the City Attorney if needed.

FISCAL IMPACT

The proposed cost for this project is $24,950. It is recommended that this one-time expenditure be funded by Measure S 2006 Fund Balance.

ATTACHMENTS

A: Resolution
B: EMC Proposal
C: Standard City Professional Services Agreement

ATTACHMENT A

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 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

WHEREAS, on March 19, 2019 the Council approved a consulting services agreement with ESCI for a Fire Service Delivery Study; and

WHEREAS, during Council's discussion at the special workshop on January 22, 2019, there was a consensus that part of the Study would be consideration of various service delivery options, most of which would require additional funding to the Fire Department or for Fire services; and

WHEREAS, at the April 16, 2019 Council meeting a Council majority approved targeting the March 2020 primary ballot for a potential funding measure for Fire services; and

WHEREAS, as staff has ramped up the Fire study project, there has been discussion regarding potential polling to determine the Community's interest in enhancing Fire services and possible support for a funding ballot question; and

WHEREAS, EMC Research, Inc., is a highly respected polling firm in the Bay Area; and

WHEREAS, EMC is recommending a mixed-mode telephone and email-to-web (online) study among 250 voters in the City of Pinole, which they believe will yield scientifically sound and actionable data, and provide a sufficient sample size at a competitive price.

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

<u>Section 1.</u> Authorize the City Manager to execute a Professional Services Agreement with EMC Research, Inc for polling services related to the Fire Services Delivery Study potential ballot measure in the amount of $24,950; and

<u>Section 2.</u> Authorize the Finance Director to allocate this funding from the Measure S 2006 Fund Balance.

PASSED AND ADOPTED this **21st** day of **May, 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 21st day of May, 2019.

____

Heather Iopu, CMC
City Clerk

ATTACHMENT B

Proposal for the City of Pinole
Voter Polling Services

Prepared for:
The City of Pinole

Submitted by:

EMC Research, Inc.

May 10, 2019

Contact:

Emily Goodman | Senior Vice President | Emily@EMCresearch.com
436 14th Street, Suite 820 | Oakland, California 94612
(510) 550-8932

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May 10, 2019

Michelle Fitzer
City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear Ms. Fitzer:

Thank you for this opportunity to submit our proposal to conduct a survey of voters for the City of Pinole to assess the viability of a revenue measure. EMC Research would welcome the opportunity to work with the City to help secure additional funding to reopen Fire Station 74. We recognize that the City is considering placing a revenue measure on the ballot for March 2020.

As a dedicated public opinion research firm, EMC Research has built a strong reputation both locally and nationally. We help our clients and their stakeholders get the most out of research by providing a thorough understanding of public opinion and its implications for strategy and decision-making.

In addition, we understand how to conduct revenue measure research for a public agency through a transparent public process. EMC Research has extensive experience interacting with city staff, stakeholders and elected officials as they gather community feedback to make decisions regarding a wide range of issues including drafting of revenue measures, general plans, and budgets. We work in many cities with highly engaged residents and are comfortable discussing our methodology and research results with all stakeholders to ensure a successful effort.

We look forward to the opportunity to work with you on this important project. Should you have any questions about our proposal, please do not hesitate to contact me directly.

Sincerely,

Emily Goodman
Senior Vice President, EMC Research

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Firm Profile

EMC Research, Inc. is a full-service opinion research and data analytics firm serving a broad range of clients, including public and private corporations, state and local governments, nonprofit organizations, public agencies, and political campaigns. EMC Research is a team of nearly 50 professionals with decades of research experience that we apply to every project. Our firm has offices in Oakland, CA; Columbus, OH; Irving, TX; Orlando, FL; Portland, OR; Seattle, WA; and Washington, D.C.; and we have conducted research in all 50 states and several foreign countries.

EMC Research is a member of the Insights Association and the American Association for Public Opinion Research, the two leading industry groups for the market research and public opinion industry, and is the United States representative to IRIS, the world's largest international network of market research providers. EMC Research, Inc. is a certified Women-Owned Small Business (WOSB) under the guidelines provided by the U.S. Small Business Administration.

Public Clients

EMC Research has over 30 years of experience conducting research on behalf of public agencies and governments throughout Northern California on local issue and revenue measures. We have years of tracking data on voter opinions on a variety of issues and have a deep understanding of voter reactions to increasing taxes. We are well-versed in the differences between counties, cities, ethnicities and other demographic subgroups that make up our diverse region and are well aware of the timelines and processes brought about by a public environment. Our work is respected and familiar to many local public figures and has been used in the development, timing, wording and strategy for assessment districts, general obligation bonds, parcel taxes and sales taxes throughout the region. We are pleased to have been a part of the millions of dollars of improvements to the environment, parks and open space, schools, public safety, transportation, and health care brought about by these revenue measures.

Our experience also includes navigating public contracting processes, presenting politically sensitive opinion research in a public setting, dealing with media inquiries, and meeting open records requirements. Many of our local and state government clients continue to return to EMC Research year after year to help them keep in touch with the needs and priorities of residents or customers.

Some of our recent city and local municipality revenue measure projects/clients include:

Alameda County Transit....Public Transit Tax
Alameda County Congestion Management Agency ....Transportation Sales Tax, Vehicle Fee
Alameda County.... Sales Tax
Alameda Unified School District ....Parcel Tax
Cabrillo Unified School District .... Parcel Tax and Bond
Cambrian School District.... Parcel Tax and Bond
Chico Unified School District....Bond
City of Oakland....Parcel Tax
Contra Costa Community College District.... Bond
Contra Costa Transportation Authority .... Transportation Sales Tax
Cupertino School District .... Parcel Tax and Bond
Davis Unified School District ....Parcel Tax
City of Foster City.... Levee Bond Measure
Los Altos School District.... Parcel Tax and Bond
Los Gatos-Saratoga High School District .... Parcel Tax and Bond
Menlo Park City School District.... Parcel Tax and Bond
MidPeninsula Regional Open Space District ....Open Space Bond
Mill Valley School District .... Bond, Parcel Tax
Milpitas Unified School District.... Parcel Tax and Bond
Mt. Diablo Unified School District.... Bond, Parcel Tax
Moreland School District .... Parcel Tax and Bond
Peninsula Open Space Trust ....Open Space Bond
Peralta Community College District ....Parcel Tax
San Francisco Bay Restoration Authority.... Bay Restoration Parcel Tax
San Francisco County Transportation Authority....Transportation Sales Tax and Vehicle Fee
San Francisco....Transportation and Housing Bond
San Jose Unified School District ....Parcel Tax
Santa Clara County.... General Sales Tax and Bond
Santa Clara County Parks and Recreation Department ....Charter Renewal Measure
Santa Clara Valley Water District ....Flood Protection Parcel Tax
Santa Clara Valley Open Space Authority ....Open Space Parcel Tax
San Ramon Valley Unified School District....Parcel Tax
Saratoga School District ....Parcel Tax
Solano County Transportation Agency .... Transportation Sales Tax
Sonoma County Water Agency ....Parcel Tax
Stanislaus County.... Marijuana Regulation and Taxation
Union School District.... Parcel Tax and Bond
West Valley-Mission Community College District.... Bond

Approach, Scope and Timelines

Demonstrated Understanding and Scope of Services

The purpose of this public opinion research project is to provide statistically valid quantitative data regarding public attitudes and opinions of City of Pinole voters toward city services, as well as to and gauge support for a potential revenue measure to be placed on a future ballot.

EMC's work will provide the City with answers to questions needed to make important strategic decisions such as:

- How should a revenue measure be structured in order to most likely meet with success?
- What is the appropriate timing for a measure?
- What are the themes and messages that will assist in reaching a successful outcome?
- Would a measure be vulnerable to opposition?
- What are suggested areas for public education and community outreach?

For this survey, EMC will work with the City of Pinole team and other key stakeholders to design a survey instrument that is scientifically sound. By employing an inclusive research design process, we can enhance confidence in the survey results and help build consensus in making important strategic decisions based on the research results.

Research Design Approach and Scope of Work

For this project, we recommend a mixed-mode telephone and email-to-web study among 250 voters in the City of Pinole. We believe this approach will yield scientifically sound and actionable data, and provide a sufficient sample size at a competitive price. The telephone survey portion will be conducted on landlines and cell phones. The overall sample will be demographically and geographically representative of likely voters in the City. We recommend offering the survey in English and Spanish. Given the scope of information needed, and the revenue measures the City wishes to test, we estimate an average interview length of 15 minutes will be required.

By employing a mixed-mode methodology where we will conduct interviews both by phone and online, we will maximize sample size and survey reliability within a reasonable budget. As the database of available voter emails becomes increasingly robust, we have been utilizing this approach in other communities and have had great success. We have found that the two modes complement each other well; we are able to obtain data from a broad cross-section of registered voters because those who may not answer their phone may take the survey online, and those who do not respond to the email survey invitation may take the survey over the phone.

To conduct the online portion of the survey, EMC would pull a list of likely voters with email addresses from a sample vendor that maintains a robust voter file with email addresses and supplements the email list with commercial lists. We will send an email invitation to respondents which includes a web link to take the survey. We take several steps to ensure that our online voter survey respondents are demographically representative of likely voter universes through targeting reminders via email to harder to reach populations.

For this project, EMC will complete the following:

- Develop final research design in consultation with the client;
- Design a survey questionnaire in consultation with the client;
    - *Deliverable: final poll questionnaire*
- Translate survey into Spanish;
- Collect survey data through interviews conducted by telephone from a central telephone bank, supervised by an on-duty supervisor;
- Adapt the questionnaire for online application; program and host the survey using professional survey software; manage the deployment of survey invitations via email; and collect survey responses online;
- Monitor data collection daily to ensure the process is going according to plan, and adjust strategies as-needed to ensure a representative sample of the City's likely voter universe;
- Tabulate, code, clean, and weight the survey data from both modes;
    - *Deliverable: topline poll results*
- Perform in-depth analysis of the data;
- Produce cross-tabulations of voter responses based on key demographic information, such as but not limited to geography, ethnicity, age, homeownership status, etc.;
    - *Deliverable: crosstabs*
- Prepare a report of results with charts, analysis, and recommendations;
    - *Deliverable: detailed report, including graphic presentation of key findings, analysis and recommendations, provided electronically for distribution*
- Present results and analysis to key stakeholders; and
- Be available for consultation on findings and strategy.

Timeline

EMC Research is available to begin work on this project immediately upon acceptance of our proposal. Outlined below is a possible timeline for the voter survey. Once the project gets underway, EMC Research will develop a specific timeline with exact dates for key deliverables. This specific timeline would take into consideration the specific needs of the client, including stakeholder meetings, election timelines, and other considerations.

In addition, EMC Research will take into account outside factors that can influence research timing, such as national holidays, school breaks, and other events.

Week 1:	Project kick-off meeting; review any past research and other background materials; identify key project goals and objectives; begin drafting questionnaire
Weeks 2-3:	Provide draft questionnaire; conference call(s) or in-person meetings as necessary to review and edit the questionnaire; submit revised drafts as needed
Week 3:	Final sign-off on questionnaire
Week 3-4:	Purchase sample of likely voters; conduct live telephone interviews (anticipated fielding window of two weeks)
Week 5:	Provide topline survey results and draft PowerPoint presentation of results; meeting or teleconference to discuss
Timing TBD	Detailed presentation of results, analysis, and specific strategic recommendations to City of Pinole staff and key stakeholders

Costs

The cost to conduct the mixed-mode survey of 250 likely voters in the City of Pinole would be **$24,950**.

In addition to all aspects of conducting the survey, the proposed cost includes reasonable consulting and presentation of results. This is our start to finish, all-inclusive cost for all services and deliverables outlined in this proposal. We understand that you are receiving bids from other firms. Should your final decision come down to cost, we would love an opportunity to price match competitive bids.

Thank you for considering EMC Research to conduct this important study of voters in the City of Pinole.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
EMC RESEARCH, INC**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and EMC Research, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of May 22, 2019 (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 December 31, 2019, 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 $25,950, 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.

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

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

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

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

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

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

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

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment Upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

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 all insurance required herein for 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 <u>Commercial General and Automobile Liability Insurance.</u>

4.2.1 <u>General requirements.</u> 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 <u>Minimum scope of coverage.</u> 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 <u>Additional requirements.</u> 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 complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements 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 suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. 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 **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 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.

4.4.5 **Deductibles and self-insured retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **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.

4.4.7 **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 wholly 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 including but not limited to the California Labor Code.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section and the applicable sections of Exhibit A.

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 **Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services under this AGREEMENT. CONSULTANT's additional key personnel who will work on the PROJECT are identified in Exhibit A. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

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

8.5 **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.

8.6 **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.

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

8.7.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

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

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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 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 Michelle Fitzer, City Manager, who shall act as the City's representative. All correspondence shall be directed to or through the City Manager or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
EMC Research
436 14th Street, Suite 820
Oakland, CA 94610

Any written notice to City shall be sent to:
City of Pinole, Attention City Manager
2131 Pear Street
Pinole, CA 94564

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

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

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

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

CITY OF PINOLE

____
Michelle Fitzer, City Manager

CONSULTANT

____
Emily Kirby Goodman, Senior Vice President

Consultant's City of Pinole Business
License #:____________________

Attest:

____
City Clerk

Approved as to Form:

____
Eric S. Casher, City Attorney

EXHIBIT A

SCOPE OF SERVICES

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CITY COUNCIL REPORT

7F

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER
SCOTT KOUNS, FIRE CHIEF

SUBJECT: APPROVING A TEMPORARY AMENDMENT TO THE STAFFING ALLOCATION IN THE FIRE DEPARTMENT TO HIRE AN ADDITIONAL FIRE ACADEMY RECRUIT

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a temporary amendment to the staffing allocation in the Fire Department to hire an additional Fire Academy Recruit.

BACKGROUND

The Fire Department currently employs ten sworn fire positions. The Department will be sending two Fire Academy Recruits to the Berkeley Fire Academy in October 2019, and upon successful completion in March 2020, staffing will be at the authorized allocation of 12.

REVIEW AND ANALYSIS

The Fire Department, however, currently employs a Firefighter who has been unable to perform his work duties for over nine months due to an on the job injury. Due to these injuries, it is very likely this employee will not be able to return to work and might be eligible for a disability retirement. It is anticipated that this retirement will take place within the next six months.

With the anticipated loss of one Firefighter to retirement, the Department would like to hire another Fire Academy Recruit who would begin the Berkeley Fire Academy in October 2019 and finish in March 2020. This is similar to the action approved for the Police Department on December 4, 2018. With the Recruit's successful completion of the Academy, the Department would be able to replace the retiring Firefighter's position and be at the authorized allocation of 12 Firefighters. Therefore, the temporary overstaffing would only be for the Academy period. It is worth noting that Recruit progress through the Academy is not guaranteed, and passing the Academy is difficult.

The City would also make it clear the the third Recruit hired that they will only be hired as a Firefighter after successfully completing the Academy if there is an available position due to a vacancy. The only other option would be if the Council were to extend the authorization for the overhire in the event that a vacancy has not yet occurred but is on the foreseeable horizon.

FISCAL IMPACT

The cost for the Berkeley Fire Academy is $13,000 for each Recruit for a total of $39,000. In addition, the Fire Recruits's salary and benefit costs are anticipated to be approximately $30,000 each for a total of $90,000 for the term of the 20 week Academy.

The FY 2019/20 budget includes $30,000 for anticipated Academy participation. This funding is included in the Measure S 2014 budget. The $90,000 salary and benefit costs and the additional $9,000 in Academy costs can be absorbed by the salary savings for the two (2) vacant full-time regular Firefighter positions budgeted in the General Fund. Therefore, no budget adjustment is required.

ATTACHMENTS:

A: Resolution

ATTACHMENT A

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE TEMPORARILY AMENDING THE STAFFING ALLOCATION IN THE FIRE DEPARTMENT TO HIRE AN ADDITIONAL FIRE ACADEMY RECRUIT

WHEREAS, the Pinole Fire Department has a staffing allocation of 12 Firefighters; and

WHEREAS, the Department currently has 10 sworn Firefighters with two allocated vacant positions for Fire Academy Recruits to attend the October Berkeley Fire Department Academy; and

WHEREAS, a current Firefighter has been unable to work for over 9 months due to an on the job injury; and

WHEREAS, it is very likely this employee will not be able to return to work and may be eligible for a disability retirement; and

WHEREAS, this potential retirement would bring the number of filled Firefighter positions down to nine; and

WHEREAS, the Department would like to temporarily increase the staffing allocation to allow for another Fire Academy Recruit to attend the Berkeley Fire Academy in October 2019, bringing the total number of Recruits to three (3); and

WHEREAS, upon successful graduation of all Recruits and the retirement of a current Firefighter, the number of Firefighters would be at the approved number of twelve in March of 2020; and

WHEREAS, Fire Academy Recruits are not guaranteed a Firefighter position and if there is no vacancy by March 2020 the Recruit would not be hired as a Firefighter; and

WHEREAS, the FY 2019/20 budget includes $30,000 for Fire Academy training, but the cost for three (3) participants will be $39,000; and

WHEREAS, the anticipated salary and benefits for three Fire Academy Recruits is approximately $90,000; and

WHEREAS, there will be sufficient salary savings in the General Fund from the vacant full-time regular Firefighter positions to cover the costs of the Recruit's salary and benefits, as well as the additional $9,000 needed for the Academy costs.

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

Section 1: A temporary increase in the Fire Department sworn staffing allocation be approved so that one (1) additional Fire Academy Recruit can be hired and enrolled in the Berkeley Fire Academy in October 2019; and

Section 2: The Finance Director is authorized to utilize General Fund salary savings from the vacant full-time regular Firefighter positions to cover the Recruit's salaries, benefits, and the additional $9,000 in Academy costs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of May, 2019 the by the following vote:

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of May, 2019.

____
Heather Iopu, CMC
City Clerk

CITY COUNCIL
REPORT

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT KOUNS, FIRE CHIEF

SUBJECT: 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

RECOMMENDATION

It is recommended that the City Council 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.

BACKGROUND

On November 13, 2018, the City Council approved Resolution No. 2018-101 for on-call contract services for several consulting firms including 4Leaf. The City has been utilizing the services of 4Leaf for Fire Prevention/Building Inspector/Code Enforcement. A task order was approved for 4Leaf on October 2, 2018 through December 31, 2018.

REVIEW AND ANALYSIS

Our Fire Prevention efforts continue to grow in a positive direction. In an effort to continue Fire Inspection services at the current rate of rebuilding, staff would like to continue to utilize the services of 4Leaf. Utilizing their services will require a new task order for $160,000 annually on a fiscal year basis. It is anticipated that the City may need to utilize the services of 4Leaf for several years, in accordance with the Fire Prevention short and long-range plan approved by the Council in 2018. Since the on-call contracts run until November 2022 we would like the task order to run through June 30, 2022.

FISCAL IMPACT

There is no fiscal impact, as there is sufficient budget in the Fire Department Professional Services expenditure line item (231-42101) for FY 2018/19. This amount will be included in the FY 2019/20 budget.

ATTACHMENTS

A. Resolution
B. Task Order

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 ON-CALL CONTRACT WITH 4LEAF ISSUING A TASK ORDER FOR FIRE PREVENTION/INSPECTION SERVICES THROUGH JUNE 30, 2022, IN AN AMOUNT NOT TO EXCEED TO $160,000ANNUALLY ON A FISCAL YEAR BASIS

WHEREAS, the City has utilized 4Leaf for many years for a myriad of services including fire prevention, 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 20, 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 fire inspection, building activity and code enforcement service requests from the public; and

WHEREAS, the City may need to utilize the services of 4Leaf for Fire Prevention/ Inspection Services through June 30, 2022; and

WHEREAS, the cost for contracted Fire Prevention/Inspection services is expected to be $160,000 annually on a fiscal year basis; and

WHEREAS, the anticipated cost for a Fire Prevention Inspector will be funded by the General Fund – Professional Services Account 42101.

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 and issue a task order for 4Leaf to provide Fire Prevention/Inspection services in an amount not to exceed $160,000 each fiscal year through June 30, 2022; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of May 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 21th day of May 2019.

____
Heather Iopu, CMC
City Clerk

ATTACHMENT B

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

This Amendment to the Consulting Services Agreement dated November 20th, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and ("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 Fire Prevention/Inspection Services through June 30, 2022, in an amount not to exceed $160,000 annually on a fiscal year basis.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20th, 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	Contractor
______________________________	________________________
Michelle Fitzer City Manager	
Dated: ______________________	Dated: ___________________

Approved as to Form

Eric S. Casher
City Attorney

Dated: ______________________

CITY COUNCIL
REPORT

7H

DATE: MAY 21, 2019

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: APPROVING THE PINOLE SALARY SCHEDULE FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Pinole Salary Schedule for all represented and unrepresented employee classifications in conformance with California Code of Regulations, Title 2, Section 570.5.

BACKGROUND

California Public Employees' Retirement System (CalPERS), pursuant to their interpretation of California Code of Regulations section 570.5, recommends all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

REVIEW AND ANALYSIS

During a recent evaluation by CalPERS regarding Section 570.5, CalPERS is requiring that the City Council approve the most recent five salary schedules. In light of California Public Employees' Retirement System (CalPERS) interpretation of California Code of Regulations section 570.5, this item is being presented to the City Council for approval. Adoption of the Resolution and Salary Schedules will ensure the City remains in compliance with CalPERS regulations.

The attached salary schedules reflect the past and current compensation for all classifications within the City. A copy of the City's salary schedule is, and has been, posted on the City's website. As compensation for any classification changes, the new salary schedule will be presented to the City Council for approval as a formality to remain in compliance with the CalPERS requirement.

FISCAL IMPACT

None.

ATTACHMENTS

A Resolution
B Salary Schedules

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, APPROVING THE CITY'S SALARY SCHEDULES FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;

2) Identifies the position title for every employee position;

3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;

4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

6) Indicates an effective date and date of any revisions;

7) Is retained by the employer and available for public inspection for not less than five years; and

8) Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City of Pinole desires to comply with this CalPERS reporting requirement through adoption of the Pinole prior and current Salary Schedule reflecting compensation levels for all represented and unrepresented employee classification; and

WHEREAS, any changes to the attached salary schedule will be presented to the City Council for approval as a formality to remain in compliance with the CalPERS requirement; and

WHEREAS, a copy of the City's current salary schedule is, and has been, posted on the City's website.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approved the City's prior and current Salary Schedules attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of May, 2019 by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 21st day of May, 2019.

____
Heather Iopu, CMC
City Clerk

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT* @ 07/09/18 (unless otherwise noted)										
Assistant City Manager	17,322.77	99.9391	as of 02/18/2019							
City Clerk	9,583.32	55.2884	as of 03/18/2019							
City Manager	19,357.62	111.6786	as of 12/24/2018							
Development Services Director/ City Engineer	15,194.58	87.6610	as of 03/18/2019							
Finance Director	14,629.42	84.4005	as of 08/06/2018							
Fire Chief	15,670.87	90.4089	as of 10/01/2018							
Police Chief	16,053.10	92.6140								
UNREPRESENTED/CONFIDENTIAL* @ 07/09/18 (unless otherwise noted)										
Fire Battalion Chief	12,741.18	52.5049	as of 03/19/2019							
Human Resources Specialist	5,284.78	30.4891	5,549.02	32.0136	5,826.48	33.6143	6,117.81	35.2950	6,423.70	37.0598
Planning Manager	10,866.66	62.6923								
Police Lieutenant	10,609.01	61.2058								
Public Works Manager	8,333.33	48.0769	as of 04/29/2019							
Recreation Manager	5,457.82	31.4874	5,730.71	33.0618	6,017.25	34.7149	6,318.12	36.4507	6,634.04	38.2733
WWTP Manager	10,264.68	59.2193	as of 01/20/2019							
LOCAL 1230 @ 07/09/2018										
Firefighter	5,794.70	23.8792	6,084.44	25.0732	6,388.66	26.3269	6,708.10	27.6433	7,043.52	29.0255
Firefighter/Paramedic	6,374.17	26.2672	6,692.88	27.5805	7,027.53	28.9596	7,378.91	30.4076	7,747.87	31.9280
Fire Engineer	6,652.55	27.4143	6,985.18	28.7851	7,334.45	30.2244	7,701.18	31.7356	8,086.24	33.3224
Fire Captain	7,361.58	30.3362	7,729.66	31.8530	8,116.16	33.4457	8,521.97	35.1180	8,948.08	36.8740
PPEA @ 07/09/2018										
Community Safety Specialist	4,409.65	25.4403	4,630.13	26.7123	4,861.64	28.0479	5,104.73	29.4504	5,359.97	30.9229
Dispatcher	5,014.83	28.9317	5,265.58	30.3783	5,528.86	31.8973	5,805.31	33.4922	6,095.58	35.1668
Lead Dispatcher	5,368.14	30.9700	5,636.55	32.5185	5,918.38	34.1445	6,214.31	35.8518	6,525.03	37.6444
Police Officer	6,356.57	36.6725	6,674.40	38.5062	7,008.13	40.4315	7,358.54	42.4531	7,726.48	44.5758
Police Sergeant	7,445.93	42.9573	7,818.24	45.1052	8,209.16	47.3605	8,619.63	49.7286	9,050.62	52.2151

ATTACHMENT B

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 07/09/2018										
Accountant	6,372.92	36.7668	6,691.57	38.6052	7,026.16	40.5355	7,377.47	42.5623	7,746.35	44.6905
Accounting Specialist	5,443.31	31.4037	5,715.49	32.9740	6,001.27	34.6227	6,301.34	36.3539	6,616.41	38.1716
Associate Civil Engineer	7,564.22	43.6397	7,942.44	45.8217	8,339.57	48.1129	8,756.55	50.5186	9,194.39	53.0446
Associate Planner	6,372.91	36.7668	6,691.57	38.6052	7,026.15	40.5355	7,377.47	42.5623	7,746.35	44.6905
Building Inspector	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Sr. Building Inspector	6,016.27	34.7093	6,317.09	36.4448	6,632.95	38.2670	6,964.61	40.1804	7,312.85	42.1895
Cable Access Coordinator	6,012.36	34.6867	6,312.99	36.4211	6,628.64	38.2422	6,960.08	40.1543	7,308.09	42.1621
Code Enforcement Officer	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Environmental Analyst	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Information Systems Administrator	6,012.38	34.6868	6,313.00	36.4212	6,628.66	38.2423	6,960.10	40.1544	7,308.11	42.1622
Information Systems Specialist	5,758.20	33.2204	6,046.12	34.8814	6,348.43	36.6256	6,665.86	38.4569	6,999.16	40.3798
Management Analyst	5,663.22	32.6724	5,946.38	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.70	39.7137
Public Works Specialist	5,663.22	32.6724	5,946.39	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.71	39.7137
Recreation Coordinator	4,084.95	23.5670	4,289.20	24.7454	4,503.66	25.9827	4,728.85	27.2818	4,965.30	28.6459
Rental Inspector	5,633.46	32.5007	5,915.14	34.1258	6,210.90	35.8321	6,521.45	37.6238	6,847.53	39.5050
Senior Project Manager	6,372.92	36.7668	6,691.57	38.6052	7,026.15	40.5355	7,377.47	42.5623	7,746.35	44.6905
WWTP Operations Supervisor	6,625.09	38.2217	6,956.36	40.1328	7,304.18	42.1395	7,669.40	44.2465	8,052.87	46.4589
WPCP Supervisor	6,196.80	35.7508	6,506.65	37.5384	6,831.99	39.4153	7,173.60	41.3861	7,532.28	43.4555

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 07/09/2018										
Accounting Technician	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
Administrative Assistant	4,478.21	25.8358	4,702.12	27.1276	4,937.23	28.4840	5,184.10	29.9083	5,443.31	31.4037
Cable Access Technician	4,865.28	28.0689	5,108.54	29.4724	5,363.98	30.9460	5,632.18	32.4934	5,913.80	34.1181
Cook		16.3270		17.1434		18.0006		18.9007		
Community Service Officer	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Environmental Assistant	2,896.15	16.708562	2,715.00	17.5440	2,850.00	18.4212	2,993.00	19.3423	3,143.00	20.3094
Permit Technician	4,510.66	26.0230	4,736.19	27.3242	4,973.01	28.6904	5,221.66	30.1250	5,482.75	31.6313
PW Maintenance Worker	4,248.46	24.5103	4,460.88	25.7359	4,683.93	27.0227	4,918.13	28.3739	5,164.05	29.7926
PW Senior Maintenance Worker	4,613.26	26.6150	4,843.93	27.9457	5,086.13	29.3431	5,340.44	30.8102	5,607.47	32.3508
PW Maintenance Supervisor	5,771.14	33.2950	6,059.70	34.9598	6,362.70	36.7079	6,680.84	38.5433	7,014.89	40.4705
Police Property Specialist	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Police Records Specialist	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
WWTP Operator	5,174.60	29.8534	5,433.33	31.3462	5,705.01	32.9135	5,990.26	34.5592	6,289.78	36.2872
WWTP Senior Operator	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Maintenance Mechanic	4,611.91	26.6072	4,842.51	27.9376	5,084.64	29.3345	5,338.88	30.8012	5,605.83	32.3413
WWTP Senior Maint. Mechanic	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Operator in Training	4,241.22	24.4686	4,453.29	25.6920						

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/09/2018										
PART-TIME										
Police Officer Trainee		28.3396								
Fire Academy Recruit (EMT-1)		25.8354								
Fire Academy Recruit (EMT-P)		30.0878								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 01/01/2019										
Crossing Guard		12.0000								
Recreation @ 07/10/17										
Cable Equipment Operator I		12.0000		12.6000		13.2300		13.8915		14.5861
Cable Equipment Operator II		15.3154		16.0812		16.8853		17.7296		18.6160
Recreation Leader		12.6728		13.3064		13.9717		14.6703		15.4039
Rental Facility Custodian		12.7040		13.3392		14.0062				
Rental Facility Senior Custodian		14.7064		15.4418		16.2139				
Senior Recreation Leader		15.3934		16.1630		16.9712		17.8198		18.7108
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

ATTACHMENT B

Updated 4/30/2019

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT* @ 07/09/18 (unless otherwise noted)										
Assistant City Manager	17,322.77	99.9391	as of 02/18/2019							
City Clerk	9,583.32	55.2884	as of 03/18/2019							
City Manager	19,357.62	111.6786	as of 12/24/2018							
Development Services Director/ City Engineer	15,194.57	87.6610	as of 03/18/2019							
Finance Director	14,629.42	84.4005	as of 08/06/2018							
Fire Chief	15,670.87	90.4089	as of 10/01/2018							
Police Chief	16,053.10	92.6140								
UNREPRESENTED/CONFIDENTIAL* @ 07/09/18 (unless otherwise noted)										
Fire Battalion Chief	12,741.18	52.5049	as of 03/19/2019							
Human Resources Specialist	5,284.78	30.4891	5,549.02	32.0136	5,826.48	33.6143	6,117.81	35.2950	6,423.70	37.0598
Planning Manager	10,866.66	62.6923								
Police Lieutenant	10,609.01	61.2058								
Public Works Manager	8,333.33	48.0769	as of 04/29/2019							
Recreation Manager	5,457.82	31.4874	5,730.71	33.0618	6,017.25	34.7149	6,318.12	36.4507	6,634.04	38.2733
WWTP Manager	9,775.89	56.3994	as of 01/20/2018							
LOCAL 1230 @ 07/09/2018										
Firefighter	5,794.70	23.8792	6,084.44	25.0732	6,388.66	26.3269	6,708.10	27.6433	7,043.52	29.0255
Firefighter/Paramedic	6,374.17	26.2672	6,692.88	27.5805	7,027.53	28.9596	7,378.91	30.4076	7,747.87	31.9280
Fire Engineer	6,652.55	27.4143	6,985.18	28.7851	7,334.45	30.2244	7,701.18	31.7356	8,086.24	33.3224
Fire Captain	7,361.58	30.3362	7,729.66	31.8530	8,116.16	33.4457	8,521.97	35.1180	8,948.08	36.8740
PPEA @ 07/09/2018										
Community Safety Specialist	4,409.65	25.4403	4,630.13	26.7123	4,861.64	28.0479	5,104.73	29.4504	5,359.97	30.9229
Dispatcher	5,014.83	28.9317	5,265.58	30.3783	5,528.86	31.8973	5,805.31	33.4922	6,095.58	35.1668
Lead Dispatcher	5,368.14	30.9700	5,636.55	32.5185	5,918.38	34.1445	6,214.31	35.8518	6,525.03	37.6444
Police Officer	6,356.57	36.6725	6,674.40	38.5062	7,008.13	40.4315	7,358.54	42.4531	7,726.48	44.5758
Police Sergeant	7,445.93	42.9573	7,818.24	45.1052	8,209.16	47.3605	8,619.63	49.7286	9,050.62	52.2151

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 07/09/2018										
Accountant	6,372.92	36.7668	6,691.57	38.6052	7,026.16	40.5355	7,377.47	42.5623	7,746.35	44.6905
Accounting Specialist	5,443.31	31.4037	5,715.49	32.9740	6,001.27	34.6227	6,301.34	36.3539	6,616.41	38.1716
Associate Civil Engineer	7,564.22	43.6397	7,942.44	45.8217	8,339.57	48.1129	8,756.55	50.5186	9,194.39	53.0446
Associate Planner	6,372.91	36.7668	6,691.57	38.6052	7,026.15	40.5355	7,377.47	42.5623	7,746.35	44.6905
Building Inspector	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Sr. Building Inspector	6,016.27	34.7093	6,317.09	36.4448	6,632.95	38.2670	6,964.61	40.1804	7,312.85	42.1895
Cable Access Coordinator	6,012.36	34.6867	6,312.99	36.4211	6,628.64	38.2422	6,960.08	40.1543	7,308.09	42.1621
Code Enforcement Officer	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Environmental Analyst	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Information Systems Administrator	6,012.38	34.6868	6,313.00	36.4212	6,628.66	38.2423	6,960.10	40.1544	7,308.11	42.1622
Information Systems Specialist	5,758.20	33.2204	6,046.12	34.8814	6,348.43	36.6256	6,665.86	38.4569	6,999.16	40.3798
Management Analyst	5,663.22	32.6724	5,946.38	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.70	39.7137
Public Works Specialist	5,663.22	32.6724	5,946.39	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.71	39.7137
Recreation Coordinator	4,084.95	23.5670	4,289.20	24.7454	4,503.66	25.9827	4,728.85	27.2818	4,965.30	28.6459
Rental Inspector	5,633.46	32.5007	5,915.14	34.1258	6,210.90	35.8321	6,521.45	37.6238	6,847.53	39.5050
Senior Project Manager	6,372.92	36.7668	6,691.57	38.6052	7,026.15	40.5355	7,377.47	42.5623	7,746.35	44.6905
WWTP Operations Supervisor	6,625.09	38.2217	6,956.36	40.1328	7,304.18	42.1395	7,669.40	44.2465	8,052.87	46.4589
WPCP Supervisor	6,196.80	35.7508	6,506.65	37.5384	6,831.99	39.4153	7,173.60	41.3861	7,532.28	43.4555

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 07/09/2018										
Accounting Technician	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
Administrative Assistant	4,478.21	25.8358	4,702.12	27.1276	4,937.23	28.4840	5,184.10	29.9083	5,443.31	31.4037
Cable Access Technician	4,865.28	28.0689	5,108.54	29.4724	5,363.98	30.9460	5,632.18	32.4934	5,913.80	34.1181
Cook		16.3270		17.1434		18.0006		18.9007		
Community Service Officer	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Environmental Assistant	2,896.15	16.708562	2,715.00	17.5440	2,850.00	18.4212	2,993.00	19.3423	3,143.00	20.3094
Permit Technician	4,510.66	26.0230	4,736.19	27.3242	4,973.01	28.6904	5,221.66	30.1250	5,482.75	31.6313
PW Maintenance Worker	4,248.46	24.5103	4,460.88	25.7359	4,683.93	27.0227	4,918.13	28.3739	5,164.05	29.7926
PW Senior Maintenance Worker	4,613.26	26.6150	4,843.93	27.9457	5,086.13	29.3431	5,340.44	30.8102	5,607.47	32.3508
PW Maintenance Supervisor	5,771.14	33.2950	6,059.70	34.9598	6,362.70	36.7079	6,680.84	38.5433	7,014.89	40.4705
Police Property Specialist	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Police Records Specialist	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
WWTP Operator	5,174.60	29.8534	5,433.33	31.3462	5,705.01	32.9135	5,990.26	34.5592	6,289.78	36.2872
WWTP Senior Operator	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Maintenance Mechanic	4,611.91	26.6072	4,842.51	27.9376	5,084.64	29.3345	5,338.88	30.8012	5,605.83	32.3413
WWTP Senior Maint. Mechanic	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Operator in Training	4,241.22	24.4686	4,453.29	25.6920						

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/09/2018										
PART-TIME										
Police Officer Trainee		28.3396								
Fire Academy Recruit (EMT-1)		25.8354								
Fire Academy Recruit (EMT-P)		30.0878								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 01/01/2019										
Crossing Guard		12.0000								
Recreation @ 07/10/17										
Cable Equipment Operator I		12.0000		12.6000		13.2300		13.8915		14.5861
Cable Equipment Operator II		15.3154		16.0812		16.8853		17.7296		18.6160
Recreation Leader		12.6728		13.3064		13.9717		14.6703		15.4039
Rental Facility Custodian		12.7040		13.3392		14.0062				
Rental Facility Senior Custodian		14.7064		15.4418		16.2139				
Senior Recreation Leader		15.3934		16.1630		16.9712		17.8198		18.7108
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT* @ 07/09/18 (unless otherwise noted)										
Assistant City Manager	16,818.23	97.0283								
City Clerk	9,747.02	56.2328								
City Manager	18,613.11	107.3833								
Development Services Director/ City Engineer	14,471.04	83.4867								
Finance Director	13,932.80	80.3815								
Fire Chief	14,924.64	86.1037								
Police Chief	16,053.10	92.6140								
UNREPRESENTED/CONFIDENTIAL* @ 07/09/18 (unless otherwise noted)										
Fire Battalion Chief	12,134.46	50.0046								
Human Resources Specialist	5,284.78	30.4891	5,549.02	32.0136	5,826.48	33.6143	6,117.81	35.2950	6,423.70	37.0598
Planning Manager	10,866.66	62.6923	as of 09/15/2017							
Police Lieutenant	10,609.01	61.2058								
Public Works Manager	8,358.76	48.2236								
Recreation Manager	5,457.82	31.4874	5,730.71	33.0618	6,017.25	34.7149	6,318.12	36.4507	6,634.04	38.2733
WWTP Manager	9,775.89	56.3994	as of 01/20/2018							
LOCAL 1230 @ 07/09/2018										
Firefighter	5,794.70	23.8792	6,084.44	25.0732	6,388.66	26.3269	6,708.10	27.6433	7,043.52	29.0255
Firefighter/Paramedic	6,374.17	26.2672	6,692.88	27.5805	7,027.53	28.9596	7,378.91	30.4076	7,747.87	31.9280
Fire Engineer	6,652.55	27.4143	6,985.18	28.7851	7,334.45	30.2244	7,701.18	31.7356	8,086.24	33.3224
Fire Captain	7,361.58	30.3362	7,729.66	31.8530	8,116.16	33.4457	8,521.97	35.1180	8,948.08	36.8740
PPEA @ 07/09/2018										
Community Safety Specialist	4,409.65	25.4403	4,630.13	26.7123	4,861.64	28.0479	5,104.73	29.4504	5,359.97	30.9229
Dispatcher	5,014.83	28.9317	5,265.58	30.3783	5,528.86	31.8973	5,805.31	33.4922	6,095.58	35.1668
Lead Dispatcher	5,368.14	30.9700	5,636.55	32.5185	5,918.38	34.1445	6,214.31	35.8518	6,525.03	37.6444
Police Officer	6,356.57	36.6725	6,674.40	38.5062	7,008.13	40.4315	7,358.54	42.4531	7,726.48	44.5758
Police Sergeant	7,445.93	42.9573	7,818.24	45.1052	8,209.16	47.3605	8,619.63	49.7286	9,050.62	52.2151

ATTACHMENT B

Updated 7/11/2018

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 07/09/2018										
Accounting Specialist	5,443.31	31.4037	5,715.49	32.9740	6,001.27	34.6227	6,301.34	36.3539	6,616.41	38.1716
Building Inspector	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Sr. Building Inspector	6,016.27	34.7093	6,317.09	36.4448	6,632.95	38.2670	6,964.61	40.1804	7,312.85	42.1895
Cable Access Coordinator	6,012.36	34.6867	6,312.99	36.4211	6,628.64	38.2422	6,960.08	40.1543	7,308.09	42.1621
Environmental Analyst	5,633.44	32.5006	5,915.12	34.1257	6,210.88	35.8320	6,521.44	37.6237	6,847.51	39.5049
Management Analyst	5,663.22	32.6724	5,946.38	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.70	39.7137
Public Works Specialist	5,663.22	32.6724	5,946.39	34.3061	6,243.71	36.0214	6,555.90	37.8225	6,883.71	39.7137
Recreation Coordinator	4,084.95	23.5670	4,289.20	24.7454	4,503.66	25.9827	4,728.85	27.2818	4,965.30	28.6459
Project Manager	5,505.14	31.7604	5,780.40	33.3485	6,069.43	35.0159	6,372.91	36.7668	6,691.56	38.6052
Senior Project Manager	6,372.92	36.7668	6,691.57	38.6052	7,026.15	40.5355	7,377.47	42.5623	7,746.35	44.6905
WWTP Operations Supervisor	6,625.09	38.2217	6,956.36	40.1328	7,304.18	42.1395	7,669.40	44.2465	8,052.87	46.4589
WPCP Supervisor	6,196.80	35.7508	6,506.65	37.5384	6,831.99	39.4153	7,173.60	41.3861	7,532.28	43.4555

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 07/09/2018										
Accounting Technician	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
Administrative Secretary	4,478.21	25.8358	4,702.12	27.1276	4,937.23	28.4840	5,184.10	29.9083	5,443.31	31.4037
Cable Access Technician	4,865.28	28.0689	5,108.54	29.4724	5,363.98	30.9460	5,632.18	32.4934	5,913.80	34.1181
Cook		16.3270		17.1434		18.0006		18.9007		
Community Service Officer	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Custodian	2,529.64	14.5941	2,656.13	15.3238	2,788.94	16.0900	2,928.39	16.8945	3,074.81	17.7393
Environmental Assistant	2,896.15	16.70856	2,715.00	17.5440	2,850.00	18.4212	2,993.00	19.3423	3,143.00	20.3094
Field Maintenance Mechanic	4,611.91	26.6072	4,842.51	27.9376	5,084.64	29.3345	5,338.88	30.8012	5,605.83	32.3413
Permit Technician	4,510.66	26.0230	4,736.19	27.3242	4,973.01	28.6904	5,221.66	30.1250	5,482.75	31.6313
PW Maintenance Worker	4,248.46	24.5103	4,460.88	25.7359	4,683.93	27.0227	4,918.13	28.3739	5,164.05	29.7926
PW Senior Maintenance Worker	4,613.26	26.6150	4,843.93	27.9457	5,086.13	29.3431	5,340.44	30.8102	5,607.47	32.3508
PW Maintenance Supervisor	5,771.14	33.2950	6,059.70	34.9598	6,362.70	36.7079	6,680.84	38.5433	7,014.89	40.4705
Police Property Specialist	4,041.26	23.3150	4,243.33	24.4807	4,455.50	25.7048	4,678.28	26.9901	4,912.20	28.3396
Police Records Specialist	4,042.36	23.3213	4,244.48	24.4874	4,456.71	25.7118	4,679.55	26.9974	4,913.53	28.3473
WWTP Operator	5,174.60	29.8534	5,433.33	31.3462	5,705.01	32.9135	5,990.26	34.5592	6,289.78	36.2872
WWTP Senior Operator	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Maintenance Mechanic	4,611.91	26.6072	4,842.51	27.9376	5,084.64	29.3345	5,338.88	30.8012	5,605.83	32.3413
WWTP Senior Maint. Mechanic	5,712.87	32.9589	5,998.52	34.6069	6,298.45	36.3372	6,613.38	38.1541	6,944.06	40.0619
WWTP Operator in Training	4,241.22	24.4686	4,453.29	25.6920						

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/09/2018										
PART-TIME										
Police Officer Trainee		28.3396								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 01/01/2018										
Crossing Guard		11.0000								
Recreation @ 07/10/17										
Cable Equipment Operator I		11.4030		11.9731		12.5718		13.2004		13.8604
Cable Equipment Operator II		14.5534		15.2810		16.0451		16.8474		17.6898
Recreation Leader		12.6728		13.3064		13.9717		14.6703		15.4039
Rental Facility Custodian		12.7040		13.3392		14.0062				
Rental Facility Senior Custodian		14.7064		15.4418		16.2139				
Senior Recreation Leader		15.3934		16.1630		16.9712		17.8198		18.7108
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT*										
Assistant City Manager	16,328.38	94.2022	as of 07/10/2017							
City Clerk	9,463.13	54.5950	as of 12/25/2017							
City Manager	18,070.98	104.2557	as of 12/25/2017							
Development Services Director/ City Engineer	13,380.52	77.1953	as of 07/10/2017							
Finance Director	13,526.99	78.0403	as of 09/18/2017							
Fire Chief	14,489.94	83.5958	as of 07/10/2017							
Police Chief	15,585.53	89.9165	as of 09/18/2017							
UNREPRESENTED/CONFIDENTIAL* @ 07/10/17 (unless otherwise noted)										
Fire Battalion Chief	11,781.03	48.5482								
Human Resources Specialist	5,130.85	29.6011	5,387.40	31.0811	5,656.77	32.6352	5,939.62	34.2670	6,236.61	35.9804
Planning Manager	10,550.16	60.8663	as of 09/15/2017							
Police Lieutenant	10,300.01	59.4231								
Public Works Manager	7,728.78	44.5891								
Recreation Manager	5,298.85	30.5703	5,563.80	32.0988	5,841.99	33.7038	6,134.10	35.3890	6,440.81	37.1585
WWTP Manager	9,039.19	52.1492								
LOCAL 1230 @ 01/22/2018										
Firefighter	5,625.92	23.1837	5,907.22	24.3429	6,202.59	25.5601	6,512.72	26.8381	6,838.37	28.1801
Firefighter/Paramedic	6,188.51	25.5021	6,497.94	26.7772	6,822.85	28.1161	7,164.00	29.5220	7,522.20	30.9981
Fire Engineer	6,458.78	26.6159	6,781.73	27.9467	7,120.82	29.3440	7,476.87	30.8113	7,850.72	32.3519
Fire Engineer/Paramedic	7,104.67	29.2775	7,459.91	30.7414	7,832.92	32.2785	8,224.57	33.8925	8,635.81	35.5871
Fire Captain	7,147.16	29.4526	7,504.53	30.9253	7,879.76	32.4715	8,273.76	34.0952	8,687.46	35.8000
Fire Captain w/o EMT	7,007.02	28.8751	7,357.38	30.3189	7,725.26	31.8348	8,111.53	33.4266	8,517.11	35.0980
Fire Captain/Paramedic	7,861.87	32.3978	8,254.97	34.0177	8,667.73	35.7187	9,101.12	37.5046	9,556.19	39.3799
PPEA @ 01/22/2018										
Community Safety Specialist	4,281.21	24.6993	4,495.27	25.9343	4,720.04	27.2310	4,956.05	28.5926	5,203.86	30.0223
Dispatcher	4,868.77	28.0890	5,112.21	29.4935	5,367.83	30.9682	5,636.22	32.5167	5,918.04	34.1425
Lead Dispatcher	5,211.78	30.0680	5,472.38	31.5714	5,746.00	33.1500	6,033.31	34.8075	6,334.98	36.5480
Police Officer	6,171.43	35.6044	6,480.00	37.3846	6,804.01	39.2539	7,144.22	41.2166	7,501.44	43.2775
Police Sergeant	7,229.06	41.7061	7,590.52	43.7915	7,970.06	45.9811	8,368.57	48.2802	8,787.01	50.6943

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 07/10/17										
Accounting Specialist	5,284.77	30.4891	5,549.01	32.0135	5,826.47	33.6143	6,117.80	35.2950	6,423.70	37.0598
Building Inspector	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Sr. Building Inspector	6,016.27	34.7093	6,317.09	36.4448	6,632.95	38.2670	6,964.61	40.1804	7,312.85	42.1895
Cable Access Coordinator	5,837.25	33.6764	6,129.11	35.3603	6,435.58	37.1283	6,757.36	38.9848	7,095.24	40.9341
Environmental Analyst	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Management Analyst	5,498.27	31.7208	5,773.19	33.3068	6,061.85	34.9722	6,364.95	36.7209	6,683.21	38.5570
Public Works Specialist	5,498.27	31.7208	5,773.19	33.3069	6,061.86	34.9722	6,364.96	36.7209	6,683.21	38.5570
Recreation Coordinator	3,965.97	22.8806	4,164.27	24.0246	4,372.49	25.2259	4,591.12	26.4872	4,820.68	27.8116
Project Manager	5,344.80	30.8354	5,612.04	32.3772	5,892.65	33.9961	6,187.29	35.6959	6,496.66	37.4807
Senior Project Manager	6,187.30	35.6959	6,496.67	37.4808	6,821.51	39.3549	7,162.59	41.3226	7,520.73	43.3888
WWTP Operations Supervisor	6,432.13	37.1084	6,753.74	38.9639	7,091.44	40.9121	7,446.02	42.9578	7,818.33	45.1057
WPCP Supervisor	6,016.31	34.7095	6,317.14	36.4450	6,633.00	38.2673	6,964.66	40.1807	7,312.90	42.1898

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 07/10/17										
Accounting Technician	3,924.62	22.6420	4,120.85	23.7742	4,326.90	24.9629	4,543.25	26.2111	4,770.42	27.5216
Administrative Secretary	4,347.77	25.0833	4,565.17	26.3375	4,793.43	27.6544	5,033.11	29.0371	5,284.77	30.4890
Cable Access Technician	4,723.57	27.2514	4,959.75	28.6140	5,207.74	30.0447	5,468.14	31.5469	5,741.55	33.1243
Cook		15.8515		16.6441		17.4763		18.3501		
Community Service Officer	3,923.55	22.6359	4,119.74	23.7677	4,325.73	24.9561	4,542.02	26.2039	4,769.12	27.5142
Custodian	2,455.96	14.1690	2,578.76	14.8775	2,707.70	15.6214	2,843.09	16.4025	2,985.25	17.2226
Environmental Assistant	2,811.80	16.221905	2,715.00	17.0330	2,850.00	17.8847	2,993.00	18.7789	3,143.00	19.7179
Field Maintenance Mechanic	4,477.58	25.8322	4,701.47	27.1239	4,936.55	28.4801	5,183.38	29.9041	5,442.55	31.3993
Permit Technician	4,379.28	25.2651	4,598.25	26.5283	4,828.16	27.8548	5,069.58	29.2476	5,323.06	30.7100
PW Maintenance Worker	4,124.72	23.7964	4,330.96	24.9863	4,547.51	26.2356	4,774.89	27.5474	5,013.64	28.9248
PW Senior Maintenance Worker	4,478.89	25.8398	4,702.84	27.1318	4,937.99	28.4884	5,184.90	29.9129	5,444.15	31.4085
PW Maintenance Supervisor	5,603.05	32.3253	5,883.21	33.9416	6,177.37	35.6387	6,486.25	37.4207	6,810.57	39.2917
Police Property Specialist	3,923.55	22.6359	4,119.74	23.7677	4,325.73	24.9561	4,542.02	26.2039	4,769.12	27.5142
Police Records Specialist	3,924.62	22.6420	4,120.85	23.7742	4,326.90	24.9629	4,543.25	26.2111	4,770.42	27.5216
WWTP Operator	5,023.88	28.9839	5,275.08	30.4332	5,538.84	31.9548	5,815.79	33.5526	6,106.58	35.2303
WWTP Senior Operator	5,546.48	31.9989	5,823.81	33.5989	6,115.00	35.2789	6,420.76	37.0428	6,741.80	38.8950
WWTP Maintenance Mechanic	4,477.58	25.8322	4,701.47	27.1239	4,936.55	28.4801	5,183.38	29.9041	5,442.55	31.3993
WWTP Senior Maint. Mechanic	5,546.48	31.9989	5,823.81	33.5989	6,115.00	35.2789	6,420.76	37.0428	6,741.80	38.8950
WWTP Operator in Training	4,117.69	23.7559	4,323.58	24.9437						

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/10/17										
PART-TIME										
Police Officer Trainee		27.5142								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 01/01/2018										
Crossing Guard		11.0000								
Recreation @ 07/10/17										
Cable Equipment Operator I		11.0709		11.6244		12.2056		12.8159		13.4567
Cable Equipment Operator II		14.1295		14.8360		15.5778		16.3567		17.1745
Recreation Leader		12.3036		12.9188		13.5648		14.2430		14.9552
Rental Facility Custodian		12.3340		12.9507		13.5982				
Rental Facility Senior Custodian		14.2781		14.9920		15.7416				
Senior Recreation Leader		14.9450		15.6923		16.4769		17.3008		18.1658
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

Effective 07/01/2017
Updated 7/7/2017

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT*										
Assistant City Manager	16,328.38	94.2022	as of 07/10/2017							
City Clerk	9,012.50	51.9952	as of 07/10/2017							
City Manager	17,210.46	99.2911	as of 07/10/2017							
Development Services Director/ City Engineer	13,380.52	77.1953	as of 07/10/2017							
Finance Director	12,882.86	74.3242	as of 07/10/2017							
Fire Chief	14,489.94	83.5958	as of 07/10/2017							
Police Chief	14,843.36	85.6348	as of 07/10/2017							
UNREPRESENTED/CONFIDENTIAL* @ 07/10/17 (unless otherwise noted)										
Fire Battalion Chief	11,781.03	48.5482								
Human Resources Specialist	5,130.85	29.6011	5,387.40	31.0811	5,656.77	32.6352	5,939.62	34.2670	6,236.61	35.9804
Planning Manager	10,047.77	57.9679								
Police Lieutenant	10,300.01	59.4231								
Public Works Manager	7,728.78	44.5891								
Recreation Manager	5,298.85	30.5703	5,563.80	32.0988	5,841.99	33.7038	6,134.10	35.3890	6,440.81	37.1585
Sr. Building Inspector	5,470.29	31.5594	5,743.81	33.1374	6,031.01	34.7943	6,332.57	36.5340	6,649.20	38.3608
WWTP Manager	9,039.19	52.1492								
LOCAL 1230 @ 07/11/16										
Firefighter	5,462.06	22.5085	5,735.16	23.6339	6,021.93	24.8156	6,323.03	26.0565	6,639.19	27.3593
Firefighter/Paramedic	6,008.26	24.7593	6,308.68	25.9973	6,624.12	27.2972	6,955.34	28.6621	7,303.11	30.0952
Fire Engineer	6,270.66	25.8406	6,584.20	27.1327	6,913.42	28.4894	7,259.10	29.9139	7,622.06	31.4096
Fire Engineer/Paramedic	6,897.74	28.4247	7,242.63	29.8460	7,604.77	31.3383	7,985.02	32.9053	8,384.28	34.5506
Fire Captain	6,938.99	28.5948	7,285.95	30.0245	7,650.25	31.5258	8,032.78	33.1021	8,434.42	34.7572
Fire Captain w/o EMT	6,802.93	28.0341	7,143.09	29.4358	7,500.25	30.9076	7,875.27	32.4530	8,269.04	34.0757
Fire Captain/Paramedic	7,632.88	31.4542	8,014.53	33.0269	8,415.27	34.6783	8,836.04	36.4123	9,277.85	38.2329
PPEA @ 07/01/16										
Community Safety Specialist	4,156.51	23.9799	4,364.34	25.1789	4,582.57	26.4379	4,811.70	27.7598	5,052.29	29.1478
Dispatcher	4,726.96	27.2709	4,963.31	28.6345	5,211.48	30.0662	5,472.06	31.5696	5,745.67	33.1481
Lead Dispatcher	5,059.98	29.1922	5,312.99	30.6518	5,578.64	32.1845	5,857.58	33.7937	6,150.46	35.4835
Police Officer	5,991.67	34.5674	6,291.27	36.2958	6,605.83	38.1106	6,936.13	40.0162	7,282.95	42.0170
Police Sergeant	7,018.51	40.4914	7,369.44	42.5160	7,737.92	44.6418	8,124.82	46.8740	8,531.07	49.2177

ATTACHMENT B

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 07/10/17										
Accounting Specialist	5,284.77	30.4891	5,549.01	32.0135	5,826.47	33.6143	6,117.80	35.2950	6,423.70	37.0598
Building Inspector	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Cable Access Coordinator	5,837.25	33.6764	6,129.11	35.3603	6,435.58	37.1283	6,757.36	38.9848	7,095.24	40.9341
Code Enforcement Officer	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Environmental Analyst	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Management Analyst	5,498.27	31.7208	5,773.19	33.3068	6,061.85	34.9722	6,364.95	36.7209	6,683.21	38.5570
Public Works Specialist	5,498.27	31.7208	5,773.19	33.3069	6,061.86	34.9722	6,364.96	36.7209	6,683.21	38.5570
Recreation Coordinator	3,965.97	22.8806	4,164.27	24.0246	4,372.49	25.2259	4,591.12	26.4872	4,820.68	27.8116
Rental Inspector	5,469.38	31.5541	5,742.85	33.1318	6,030.00	34.7885	6,331.50	36.5279	6,648.09	38.3543
Project Manager	5,344.80	30.8354	5,612.04	32.3772	5,892.65	33.9961	6,187.29	35.6959	6,496.66	37.4807
Senior Project Manager	6,187.30	35.6959	6,496.67	37.4808	6,821.51	39.3549	7,162.59	41.3226	7,520.73	43.3888
WWTP Operations Supervisor	6,432.13	37.1084	6,753.74	38.9639	7,091.44	40.9121	7,446.02	42.9578	7,818.33	45.1057
WPCP Supervisor	6,016.31	34.7095	6,317.14	36.4450	6,633.00	38.2673	6,964.66	40.1807	7,312.90	42.1898

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 07/10/17										
Accounting Technician	3,924.62	22.6420	4,120.85	23.7742	4,326.90	24.9629	4,543.25	26.2111	4,770.42	27.5216
Administrative Secretary	4,347.77	25.0833	4,565.17	26.3375	4,793.43	27.6544	5,033.11	29.0371	5,284.77	30.4890
Cable Access Technician	4,723.57	27.2514	4,959.75	28.6140	5,207.74	30.0447	5,468.14	31.5469	5,741.55	33.1243
Cook		15.8515		16.6441		17.4763		18.3501		
Community Service Officer	3,923.55	22.6359	4,119.74	23.7677	4,325.73	24.9561	4,542.02	26.2039	4,769.12	27.5142
Custodian	2,455.96	14.1690	2,578.76	14.8775	2,707.70	15.6214	2,843.09	16.4025	2,985.25	17.2226
Environmental Assistant	2,811.80	16.221905	2,715.00	17.0330	2,850.00	17.8847	2,993.00	18.7789	3,143.00	19.7179
Field Maintenance Mechanic	4,477.58	25.8322	4,701.47	27.1239	4,936.55	28.4801	5,183.38	29.9041	5,442.55	31.3993
Office Assistant	3,689.56	21.2859	3,874.04	22.3502	4,067.75	23.4678	4,271.14	24.6412	4,484.70	25.8733
Permit Technician	4,379.28	25.2651	4,598.25	26.5283	4,828.16	27.8548	5,069.58	29.2476	5,323.06	30.7100
PW Maintenance Worker	4,124.72	23.7964	4,330.96	24.9863	4,547.51	26.2356	4,774.89	27.5474	5,013.64	28.9248
PW Senior Maintenance Worker	4,478.89	25.8398	4,702.84	27.1318	4,937.99	28.4884	5,184.90	29.9129	5,444.15	31.4085
PW Maintenance Supervisor	5,603.05	32.3253	5,883.21	33.9416	6,177.37	35.6387	6,486.25	37.4207	6,810.57	39.2917
Police Property Specialist	3,923.55	22.6359	4,119.74	23.7677	4,325.73	24.9561	4,542.02	26.2039	4,769.12	27.5142
Police Records Specialist	3,924.62	22.6420	4,120.85	23.7742	4,326.90	24.9629	4,543.25	26.2111	4,770.42	27.5216
WWTP Operator	5,023.88	28.9839	5,275.08	30.4332	5,538.84	31.9548	5,815.79	33.5526	6,106.58	35.2303
WWTP Senior Operator	5,546.48	31.9989	5,823.81	33.5989	6,115.00	35.2789	6,420.76	37.0428	6,741.80	38.8950
WWTP Maintenance Mechanic	4,477.58	25.8322	4,701.47	27.1239	4,936.55	28.4801	5,183.38	29.9041	5,442.55	31.3993
WWTP Senior Maint. Mechanic	5,546.48	31.9989	5,823.81	33.5989	6,115.00	35.2789	6,420.76	37.0428	6,741.80	38.8950
WWTP Operator in Training	4,117.69	23.7559	4,323.58	24.9437						

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/10/17										
PART-TIME										
Police Officer Trainee		27.5142								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 07/10/17										
Crossing Guard		10.9636								
Recreation @ 07/10/17										
Cable Equipment Operator I		11.0709		11.6244		12.2056		12.8159		13.4567
Cable Equipment Operator II		14.1295		14.8360		15.5778		16.3567		17.1745
Recreation Leader		12.3036		12.9188		13.5648		14.2430		14.9552
Rental Facility Custodian		12.3340		12.9507		13.5982				
Rental Facility Senior Custodian		14.2781		14.9920		15.7416				
Senior Recreation Leader		14.9450		15.6923		16.4769		17.3008		18.1658
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
ELECTED @ 7/1/16 budget										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
MANAGEMENT*										
Assistant City Manager	14,411.62	83.1440	as of 7/11/2016							
City Clerk	8,750.00	50.4808	as of 12/5/2016							
City Manager	16,709.18	96.3991	as of 7/24/2016							
Development Services Director/ City Engineer	12,372.18	71.3780	as of 7/11/2016							
Finance Director	11,912.03	68.7232	as of 7/11/2016							
Fire Chief	14,067.91	81.1610	as of 7/11/2016							
Police Chief	13,724.79	79.1815	as of 7/11/2016							
UNREPRESENTED/CONFIDENTIAL* @ 07/01/16 (unless otherwise noted)										
Fire Battalion Chief	11,437.89	47.1342	as of 7/11/2016							
Fire Administrative Battalion Chief	10,893.26	62.8458	as of 7/11/2016							
Human Resources Specialist	4,981.41	28.7389	5,230.48	30.1759	5,492.01	31.6847	5,766.62	33.2690	6,054.96	34.9324
Planning Manager	9,755.11	56.2795	as of 7/11/2016							
Police Lieutenant	10,000.01	57.6924	as of 11/29/2016							
Public Works Manager	7,503.67	43.2904	as of 7/11/2016							
Recreation Manager (as of 9/9/13)	5,144.52	29.6799	5,401.75	31.1639	5,671.84	32.7222	5,955.44	34.3583	6,253.22	36.0762
Sr. Building Inspector	5,310.96	30.6402	5,576.52	32.1722	5,855.35	33.7809	6,148.12	35.4699	6,455.54	37.2435
WWTP Manager	8,775.92	50.6303	as of 7/11/2016							
LOCAL 1230 @ 7/01/16										
Firefighter	5,462.06	22.5085	5,735.16	23.6339	6,021.93	24.8156	6,323.03	26.0565	6,639.19	27.3593
Firefighter/Paramedic	6,008.26	24.7593	6,308.68	25.9973	6,624.12	27.2972	6,955.34	28.6621	7,303.11	30.0952
Fire Engineer	6,270.66	25.8406	6,584.20	27.1327	6,913.42	28.4894	7,259.10	29.9139	7,622.06	31.4096
Fire Engineer/Paramedic	6,897.74	28.4247	7,242.63	29.8460	7,604.77	31.3383	7,985.02	32.9053	8,384.28	34.5506
Fire Captain	6,938.99	28.5948	7,285.95	30.0245	7,650.25	31.5258	8,032.78	33.1021	8,434.42	34.7572
Fire Captain w/o EMT	6,802.93	28.0341	7,143.09	29.4358	7,500.25	30.9076	7,875.27	32.4530	8,269.04	34.0757
Fire Captain/Paramedic	7,632.88	31.4542	8,014.53	33.0269	8,415.27	34.6783	8,836.04	36.4123	9,277.85	38.2329
PPEA @ 7/1/16										
Community Safety Specialist	4,156.51	23.9799	4,364.34	25.1789	4,582.57	26.4379	4,811.70	27.7598	5,052.29	29.1478
Dispatcher	4,726.96	27.2709	4,963.31	28.6345	5,211.48	30.0662	5,472.06	31.5696	5,745.67	33.1481
Lead Dispatcher	5,059.98	29.1922	5,312.99	30.6518	5,578.64	32.1845	5,857.58	33.7937	6,150.46	35.4835
Police Officer	5,991.67	34.5674	6,291.27	36.2958	6,605.83	38.1106	6,936.13	40.0162	7,282.95	42.0170
Police Sergeant	7,018.51	40.4914	7,369.44	42.5160	7,737.92	44.6418	8,124.82	46.8740	8,531.07	49.2177

ATTACHMENT B

City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME @ 7/1/15										
Accounting Specialist	5,130.85	29.6010	5,387.39	31.0811	5,656.77	32.6352	5,939.61	34.2670	6,236.60	35.9804
Associate Civil Engineer	7,130.00	41.1346	7,486.51	43.1914	7,860.84	45.3510	8,253.89	47.6186	8,666.59	49.9996
Associate Planner	6,007.08	34.6563	6,307.44	36.3891	6,622.82	38.2086	6,953.97	40.1191	7,301.68	42.1251
Building Inspector	5,310.06	30.6350	5,575.57	32.1668	5,854.35	33.7751	6,147.08	35.4639	6,454.44	37.2371
Cable Access Coordinator	5,667.23	32.6956	5,950.60	34.3304	6,248.13	36.0469	6,560.55	37.8493	6,888.58	39.7418
Code Enforcement Officer	5,310.06	30.6350	5,575.57	32.1668	5,854.35	33.7751	6,147.08	35.4639	6,454.44	37.2371
Environmental Analyst	5,310.06	30.6350	5,575.57	32.1668	5,854.35	33.7751	6,147.08	35.4639	6,454.44	37.2371
Environmental Compliance Inspector	5,310.06	30.6350	5,575.57	32.1668	5,854.35	33.7751	6,147.08	35.4639	6,454.44	37.2371
Information Systems Administrator	5,667.24	32.6956	5,950.61	34.3305	6,248.15	36.0470	6,560.56	37.8494	6,888.60	39.7419
Information Systems Specialist	5,427.66	31.3134	5,699.05	32.8791	5,984.00	34.5231	6,283.21	36.2493	6,597.38	38.0618
Management Analyst	5,338.12	30.7969	5,605.04	32.3367	5,885.29	33.9536	6,179.56	35.6513	6,488.55	37.4339
Police Services Supervisor	5,524.39	31.8715	5,800.61	33.4651	6,090.65	35.1384	6,395.19	36.8953	6,714.95	38.7401
Public Works Specialist	5,338.13	30.7969	5,605.04	32.3368	5,885.30	33.9536	6,179.57	35.6514	6,488.55	37.4340
Recreation Coordinator	3,850.45	22.2141	4,042.98	23.3249	4,245.13	24.4911	4,457.39	25.7157	4,680.27	27.0015
Rental Inspector	5,310.07	30.6350	5,575.58	32.1668	5,854.37	33.7752	6,147.09	35.4640	6,454.45	37.2372
Project Manager	5,189.12	29.9373	5,448.59	31.4341	5,721.02	33.0059	6,007.08	34.6562	6,307.44	36.3891
Senior Project Manager	6,007.09	34.6563	6,307.45	36.3891	6,622.82	38.2086	6,953.97	40.1191	7,301.68	42.1251
WWTP Operations Supervisor	6,244.79	36.0276	6,557.03	37.8290	6,884.89	39.7205	7,229.14	41.7066	7,590.61	43.7920
WPCP Supervisor	5,841.08	33.6985	6,133.14	35.3835	6,439.80	37.1527	6,761.80	39.0104	7,099.90	40.9610

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 7/1/15										
Accounting Assistant I	2,522.30	14.5517	2,648.42	15.2793	2,780.84	16.0433	2,919.89	16.8455	3,065.88	17.6878
Accounting Assistant II	2,729.49	15.7470	2,865.96	16.5344	3,009.27	17.3611	3,159.73	18.2292	3,317.72	19.1407
Accounting Technician	3,810.31	21.9826	4,000.83	23.0817	4,200.87	24.2358	4,410.92	25.4476	4,631.47	26.7200
Administrative Secretary	4,221.14	24.3527	4,432.20	25.5704	4,653.81	26.8489	4,886.51	28.1914	5,130.84	29.6010
Cable Access Technician	4,585.99	26.4576	4,815.29	27.7805	5,056.06	29.1696	5,308.87	30.6281	5,574.32	32.1595
Cook		15.3898		16.1593		16.9673		17.8157		
Community Service Officer	3,809.28	21.9766	3,999.74	23.0754	4,199.73	24.2292	4,409.73	25.4407	4,630.22	26.7128
Custodian	2,384.43	13.7563	2,503.65	14.4442	2,628.84	15.1664	2,760.28	15.9247	2,898.30	16.7210
Environmental Assistant	2,729.90	15.749422	2,715.00	16.5369	2,850.00	17.3638	2,993.00	18.2320	3,143.00	19.1436
Fleet Maintenance Mechanic	4,932.06	28.4542	5,178.67	29.8770	5,437.61	31.3708	5,709.50	32.9394	5,994.98	34.5864
Field Maintenance Mechanic	4,347.17	25.0798	4,564.53	26.3338	4,792.76	27.6506	5,032.41	29.0331	5,284.03	30.4848
Information Systems Technician I	2,569.22	14.8224	2,697.68	15.5635	2,832.57	16.3417	2,974.20	17.1588	3,122.91	18.0168
Information Systems Technician II	4,670.39	26.9445	4,903.91	28.2918	5,149.11	29.7064	5,406.57	31.1918	5,676.91	32.7514
Laboratory Analyst	4,747.38	27.3888	4,984.76	28.7582	5,234.00	30.1962	5,495.71	31.7060	5,770.50	33.2913
Lead Records & Property Specialist	4,200.24	24.2322	4,410.26	25.4438	4,630.78	26.7160	4,862.32	28.0518	5,105.44	29.4545
Office Assistant	3,582.10	20.6659	3,761.20	21.6993	3,949.27	22.7842	4,146.74	23.9235	4,354.08	25.1197
Permit Technician	4,251.72	24.5292	4,464.32	25.7557	4,687.54	27.0435	4,921.92	28.3957	5,168.02	29.8155
PW Maintenance Worker	4,004.58	23.1033	4,204.81	24.2585	4,415.06	25.4715	4,635.81	26.7451	4,867.61	28.0824
PW Senior Maintenance Worker	4,348.44	25.0872	4,565.87	26.3415	4,794.17	27.6586	5,033.88	29.0416	5,285.58	30.4937
PW Maintenance Supervisor	5,439.85	31.3838	5,711.85	32.9530	5,997.45	34.6007	6,297.33	36.3307	6,612.20	38.1473
Police Property Specialist	3,809.28	21.9766	3,999.74	23.0754	4,199.73	24.2292	4,409.73	25.4407	4,630.22	26.7128
Records & Property Specialist	3,810.31	21.9826	4,000.83	23.0817	4,200.87	24.2358	4,410.92	25.4476	4,631.47	26.7200
WWTP Operator	4,877.55	28.1397	5,121.44	29.5468	5,377.51	31.0241	5,646.40	32.5754	5,928.72	34.2042
WWTP Senior Operator	5,384.93	31.0669	5,654.18	32.6203	5,936.90	34.2513	6,233.75	35.9639	6,545.44	37.7622
WWTP Maintenance Mechanic	4,347.17	25.0798	4,564.53	26.3338	4,792.76	27.6506	5,032.41	29.0331	5,284.03	30.4848
WWTP Senior Maint. Mechanic	5,384.93	31.0669	5,654.18	32.6203	5,936.90	34.2513	6,233.75	35.9639	6,545.44	37.7622
WWTP Operator in Training	3,997.76	23.0640	4,197.65	24.2172						

City of Pinole Salary Ranking

Bargaining Unit	**A Monthly**	**A Hourly**	**B Monthly**	**B Hourly**	**C Monthly**	**C Hourly**	**D Monthly**	**D Hourly**	**E Monthly**	**E Hourly**
TRAINEE - BENEFITTED @ 2/6/07										
PART-TIME										
Police Officer Trainee		26.7128								
Interns										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
Police @ 7/1/15										
Crossing Guard		10.6443								
Recreation @ 5/20/2014										
Cable Equipment Operator I		10.7484		11.2858		11.8501		12.4427		13.0648
Cable Equipment Operator II		13.7179		14.4038		15.1241		15.8803		16.6743
Recreation Leader		11.9453		12.5426		13.1697		13.8282		14.5196
Rental Facility Custodian		11.9747		12.5735		13.2022				
Rental Facility Senior Custodian		13.8622		14.5554		15.2831				
Senior Recreation Leader		14.5097		15.2352		15.9970		16.7969		17.6367
CONTRACT-Part Time										
Public Works @ 7/1/05										
Park Caretaker		20.7000								

CITY COUNCIL REPORT

7I

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: 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

RECOMMENDATION

It is recommended that the City Council:

1. Reject the apparent low bidder's bid as unresponsive; and
2. Award a contract to MVP Construction LLC in the amount of $318,603 for construction of the Fernandez Park Restroom Building Replacement; and
3. Authorize increasing the funding allocation by $57,808.

BACKGROUND

The Capital Improvement Plan adopted by Council includes the Fernandez Park Restroom Building Replacement #PA1708. Plans, specifications and engineer's estimate were completed by Coastland Engineering in late 2018. The plans and specifications included a bid alternative, an Automated Building Monitoring System. The bid documents stated award would be made based on the base bid without the bid alternative. The Engineer's estimate for the project was $286,226 with an additional $8,500 for the bid alternative.

On February 5, 2019, the City Council approved the bidding of this project. Bids were received and opened on March 19, 2019. The City received five bids as shown in the following table. Two of the bids, including the apparent low, were deemed unresponsive. The apparent low bidder failed to list as a subcontractor, a bathroom provider. Additionally, the apparent low bidder failed to execute the Bidder's Questionnaire. An additional bidder was deemed unresponsive based on our review of the Bidder's Questionnaire. And yet another bidder made a math error within their bid sheet.

Contractor	Base Bid	Bid Alternative	Status of Bid
HM Construction Inc.	$279,918.70	$15,000	Rejected
MVP Construction LLC	$310,353	$8,250	Responsive
McNabb Construction Inc.	$373,289	$24,500	Rejected
EVRA Construction Inc.	$388,868	$7,500	Math error
T Amarals Done Right Construction	$511,137	$15,000	Responsive

REVIEW AND ANALYSIS

The apparent low bidder was HM Construction Inc. Their bid has been deemed unresponsive for the following two reasons. The Public Contract Code requires the listing of subcontractors. Failure to comply with the Public Contract Code qualifies as unresponsive. Additionally, the City of Pinole requires bidders complete and sign a Bidder's Questionnaire. As the funding for this project is solely local funds, the bid can be rejected for failing to complete and execute the Bidder's Questionnaire.

The second low bid was provided by MVP Construction LLC. Their bid package was complete and without any irregularities. Upon review MVP Construction LLC is the lowest responsible bidder.

The bid amount for MVP Construction LLC is over the Engineer's estimate by $23,877 or 8.1%. The bid amount is competitive. Any increase in cost above the estimate is likely due to volume of work available to bid at this time and the limited skilled labor force.

FISCAL IMPACT:

The budget for this project was $300,000 in the adopted 2017/18 CIP. The project carried over into the adopted 2018/19 CIP. The cost to prepare the plans, specifications and engineer's estimate was $24,205. This left $275,795 for construction. It is recommended that a contingency of $15,000 for the project be allocated within the project budget to address any issues that may arise during the work, as approved by the City Engineer. The contingency may be used for material testing or specialty inspections if warranted. This would bring the total budget allocation to $357,808.

To award the project, an additional funding allocation of $57,808 will be necessary. It is recommended the additional $57,808 come from Measure S 2014 Fund Balance. As of June 30, 2018 the unallocated Measure S 2014 Fund Balance is $3,001,854.

ATTACHMENTS:

A: Resolution
B: Bid Detail

ATTACHMENT A

RESOLUTION NO. 2019-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, REJECTING THE APPARENT LOW BID AS NON-RESPONSIVE, AWARDING A CONTRACT TO THE SECOND LOW BIDDER 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

WHEREAS, the City of Pinole adopted a FY 18/19 Capital Improvement Plan; and

WHEREAS, the Capital Improvement Plan includes funding for the Fernandez Park Restroom Building Replacement from local Measure S 2014 funds; and

WHEREAS, the City, working with Coastland Engineering, has completed the preparation of the plans and specifications for the project; and

WHEREAS, the City Engineer approved the plans and specifications for the project; and

WHEREAS, the City Council authorized the project be released for bidding; and

WHEREAS, the project was bid on March 19, 2019; and

WHEREAS, the bids have been received and reviewed by the City; and

WHEREAS, HM Construction Inc was the apparent low bidder but provided a bid with a material defect that rendered the bid non-responsive; and

WHEREAS, MVP Construction LLC provided the lowest responsive and responsible bid of $318,603; and

WHEREAS, an additional funding allocation is necessary to complete the project.

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

<u>Section 1:</u> Reject the apparent low bidder’s bid as non-responsive; and

<u>Section 2:</u> Award a contract to MVP Construction LLC in the amount of $318,603 for construction of the Fernandez Park Restroom Building Replacement; and

<u>Section 3:</u> Authorize increasing the funding allocation by $57,808 from Measure S 2014 Fund Balance, bringing the total CIP Project Budget for the Fernandez Park Restroom Replacement Project #PA1708 to $357,808.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of May 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 21st day of May, 2019.

Heather Iopu, CMC
City Clerk

ATTACHMENT B

Pinole California

Public Works Department
2131 Pear Street, Pinole, CA 94564
Tel (510) 724-9010 ◆ Fax (510) 724-4921

Fernandez Park Restroom Building Replacement

General Information
:

Bid Opening: Tuesday March 19, 2019 2 pm.
Public Works Department
2131 Pear St.
Pinole, CA 94564

BIDDERS	BID	ALT BID
MVP Construction 2410 Saybrook Place Martinez, CA 94553 (925) 586-1478	$310,353.00	$8,250.00
McNabb Construction 3527 Mt Diablo Blvd Suite #306 Lafayette, CA 94549	$373,289.00	$24,500.00
T Amarals Done Right Construction 162 Remington St Brentwood, CA 94513	$511,137.00	$15,000.00
HM Construction 2129 Drake Lane Hercules, CA 94547	$279,918.70	$15,00.000
EVRA Construction Inc 100 n Hill Dr #45 Brisbane, CA 94005	$388,868.00	$7,500.00

CITY COUNCIL REPORT

9A

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: CONSIDERATION OF THE LIBRARY MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE CITY OF PINOLE AND CONTRA COSTA COUNTY

RECOMMENDATION

It is recommended that the City Council consider the Library Maintenance and Service Agreement between the City of Pinole and Contra Costa County.

BACKGROUND

Previously the Council discussed the possibility of the City providing funding to the County to increase the hours of operation at the Pinole Library from 24 to 35 hours per week. The initial discussion occurred on October 16, 2018, followed by November 13, 2018, and finally December 18, 2018. At the December 18th meeting a Council majority directed the City Manager to include funding in the FY 2019/20 budget to reimburse Contra Costa County for facility expense costs at the Pinole Library in exchange for the Library to be operated for 35 hours per week commencing on July 1, 2019. The City Manager was also authorized to work with the County staff on an Agreement for an annual reimbursement of facility costs.

REVIEW & ANALYSIS

A draft Agreement was received from Contra Costa County Librarian Melinda Cervantes on April 5, 2019. Staff and the City Attorney's Office provided comments on April 11, 2019. A few more rounds of revisions occurred over the next five (5) weeks, concluding with the Agreement attached hereto for Council consideration. Key components of the Agreement are:

- TERM: The Agreement shall run for 1 year, commencing on July 1, 2019 and ending on June 30, 2020, and will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the agreement.

- TERMINATION: The Agreement may be terminated by either party at any time by giving the other party written notice at least one year prior to the proposed termination date; provided, however, if the City experiences a substantial budget shortfall, as determined by the City, due to circumstances beyond its reasonable control, the City may terminate this agreement by providing the County with a 120-day written termination notice.

- <u>HOURS OF OPERATION:</u> In exchange for the City paying the Maintenance Costs in accordance with this agreement, the County shall perform Library Services at the Library for that number of hours equal to Base Hours (currently 35).

- <u>COST:</u> The Maintenance Costs for the Fiscal Year beginning July 1, 2019 is $138,284. This amount will be modified annually to reflect the County's actual costs.

- <u>PAYMENTS:</u> Payments are to be made quarterly, following receipt of an invoice from the County.

One key component that warrants specific discussion is Section 6.B. We initially added this section to speak to what happens if the County defaults and reduces the hours of operation at the Library. The language the County will agree to states:

<u>County Default</u>.

1. <u>Default</u>. If the Base Hours provided to the City by the County in any 30-day period is less than the Countywide Base Hours and no City default exists pursuant to Section 6.A, it is a default under this agreement; provided, however, no County default will exist if the Base Hours are less than the Countywide Base Hours as a result of circumstances beyond the County's reasonable control.

2. <u>Remedy</u>. Upon the occurrence of a default by the County, the City will not be required to pay the full Maintenance Costs for the period of time that the Base Hours were less than the Countywide Base Hours. The reduction in the amount the City will be required to pay for Maintenance Costs will be equal to the result obtained by multiplying the Maintenance Costs for such period by the Payment Reduction Factor.

The reason I believe it is important to discuss this provision in detail is because there is likely a perception that the City is paying the County for facility maintenance costs to ensure that the Pinole Library will be open for 35 hours per week. In the event that the County determines that they need to reduce "Base Hours", which are currently 35 hours per week across all County libraries, they can do so and the City would still be required to pay for facility maintenance costs. Now, two points to consider: 1) the County feels it is very unlikely that a reduction in Base Hours would occur, and it if does they believe it would be after discussion with all of the cities who receive Library services from the County; and 2) that the facility maintenance costs would go down if the Library were open fewer hours. But I wanted to bring this to the Council's attention, because I want it to be clear to Council and the Community that the City paying for facility maintenance costs does not guarantee 35 hours per week. My recollection of the discussions at prior Council meetings left me with the impression that there may be that understanding, so it is important that we all are aware of the facts.

Should Council wish to approve the Agreement, as resolution is attached.

FISCAL IMPACT

The County has quoted $138,284 as the cost for FY 2019/20. This amount has been included in the draft operating budget.

ATTACHMENTS

A: Resolution
B: Library Maintenance and Service Agreement between the City of Pinole and Contra Costa County

ATTACHMENT A

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE LIBRARY MAINTENANCE AND SERVICE AGREEMENT BETWEEN THE CITY OF PINOLE AND CONTRA COSTA COUNTY

WHEREAS, previously the Council discussed the possibility of the City providing funding to the County to increase the hours of operation at the Pinole Library from 24 to 35 hours per week; and

WHEREAS, the initial discussion occurred on October 16, 2018, followed by November 13, 2018, and finally December 18, 2018; and

WHEREAS, at the December 18th meeting a Council majority directed the City Manager to include funding in the FY 2019/20 budget to reimburse Contra Costa County for facility expense costs at the Pinole Library in exchange for the Library to be operated for 35 hours per week commencing on July 1, 2019; and authorized the City Manager to work with the County staff on an Agreement for an annual reimbursement of facility costs; and

WHEREAS, the City Manager and the City Attorney's Office has worked with the County Librarian and County Counsel to draft an Agreement; and

WHEREAS, the County has quoted $138,284 as the cost for FY 2019/20, and this amount has been included in the FY 2019/20 draft operating budget.

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

Section 1. Approve the Library Maintenance and Service Agreement between the City of Pinole and Contra Costa County; and

Section 2. Authorize the City Manager to execute the Agreement.

PASSED AND ADOPTED this **21st** day of **May, 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 21st day of May, 2019.

____

Heather Iopu, CMC
City Clerk

LIBRARY
MAINTENANCE AND SERVICE
AGREEMENT

This library maintenance and service agreement is dated July 1, 2019 (the "**Effective Date**"), and is between the CITY OF PINOLE, a California municipal corporation (the "**City**"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

Recitals

A. The County is the owner of the real property located at 2935 Pinole Valley Road, Pinole, CA 94564 (the "**Property**").

B. The Property has been improved with a building, a parking lot and landscaping. The building is the site of the Pinole Library (the "**Library**"). The County operates the Library as a public library that lends books and other media to the public and offers programs to the public.

C. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires (i) to contribute to the cost of maintaining the Library in exchange for receiving Library Services at the Library for Base Hours, and (ii) to pay for the cost of Library Services made available at the Library through Extra Hours.

The parties therefore agree as follows:

AGREEMENT

1. **DEFINITIONS**. The following terms have the following meanings:

"**Actual Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library and is the sum of Base Hours and Extra Hours.

"**Agreement Supplement**" means a supplement to this Agreement in substantially the form of Exhibit A – Form of Agreement Supplement.

"**Base Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library, as shown on each Agreement Supplement in accordance with Section 5 below.

"**Countywide Base Hours**" means the number of hours of Library Services the County provides each week in a Fiscal Year to County-operated City-owned libraries.

"**Extra Hours**" means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

"**Fiscal Year**" means a twelve-month period beginning July 1.

"**Librarian**" means the person designated by the County as the County Librarian.

"**Library Services**" includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating the Library. Except as otherwise provided herein, Library Services does not include Maintenance Costs.

"**Maintenance Costs**" means the cost of maintaining the Library, as reasonably determined by the County, and includes the cost of landscaping, pest control, utilities, custodial services and routine maintenance.

"**Payment Reduction Factor**" means 1 minus a fraction, the numerator of which is the number of Base Hours provided by the County to the City over the relevant period of time and the denominator of which is the Countywide Base Hours over the same period of time.

2. **TERM**. The "**Initial Term**" of this agreement begins on the Effective Date and ends on June 30, 2020.

A. Automatic Renewal. This agreement will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the agreement at least one year in advance in accordance with Section 2.B, Termination, below. Each annual renewal period is a "**Renewal Term**." Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the "Term" of this agreement will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this agreement at any time by giving the other party written notice at least one year prior to the proposed termination date; provided, however, if the City experiences a substantial budget shortfall, as determined by the City, due to circumstances beyond its reasonable control, the City may terminate this agreement by providing the County with a 120-day written termination notice. In the event of termination, (i) the County shall discontinue invoicing the City and the City will not be required to pay for Library Services provided after the termination date, and (ii) the County shall reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's reduced contribution to Maintenance Costs, even if such reduction results in the closure of the Library.

3. **CONSIDERATION – BASE HOURS**. In exchange for the City paying the Maintenance Costs in accordance with this agreement, the County shall perform Library Services at the Library for that number of hours equal to Base Hours.

4. **CONSIDERATION – EXTRA HOURS**. In exchange for the City paying for the cost of Extra Hours, as such costs are determined by the County, the County shall perform Library Services at the Library for the number of Extra Hours determined by the City and the County in accordance with Section 5.C, City Election; Extra Hours, below.

5. **OPERATIONS: HOURS; COSTS**.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iv) the cost to the City for Maintenance Costs and Extra Hours (such costs, the "**City's Obligation**") are set forth in Agreement Supplement No. 1, which supplement is substantially in the form of Exhibit A.

B. Annual Modifications. For each Renewal Term, the Librarian will provide an Agreement Supplement to the City in substantially the form of Exhibit A by March 31 of each year. The Agreement Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Service the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City's Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Agreement Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Agreement Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Agreement Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Agreement Supplement for that Fiscal Year is executed. The final, revised, Agreement Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Agreement Supplement issued by the Librarian for the upcoming Fiscal year, which Agreement Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for Maintenance Costs and Extra Hours, if applicable, incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Agreement Supplement in effect for that Fiscal Year.

6. **DEFAULT; REMEDIES**.

A. City Default.

1. Default. If the City fails to pay the full amount of the City's Obligation, it is a default under this agreement, with the exception of circumstances provided for in Section 2.B.

2. Remedy. Upon the occurrence of a default by the City, the County may reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's failure to pay, even if such reduction results in the closure of the Library.

B. County Default.

1. Default. If the Base Hours provided to the City by the County in any 30-day period is less than the Countywide Base Hours and no City default exists pursuant to Section 6.A, it is a default under this agreement; provided, however, no County default will exist if the Base Hours are less than the Countywide Base Hours as a result of circumstances beyond the County's reasonable control.

2. Remedy. Upon the occurrence of a default by the County, the City will not be required to pay the full Maintenance Costs for the period of time that the Base Hours were less than the Countywide Base Hours. The reduction in the amount the City will be required to pay for Maintenance Costs will be equal to the result obtained by multiplying the Maintenance Costs for such period by the Payment Reduction Factor.

7. **MISCELLANEOUS**.

A. Notices. Any notice required or permitted under this Lease must be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To City:

City of Pinole City Manager
2131 Pear Street, Pinole, CA 94564
Phone: (510) 724-9837
Facsimile: (510) 724-9826

To County: Melinda Cervantes, County Librarian
Contra Costa County Library
777 Arnold Drive, Suite 210, Martinez, CA 94553
Phone: (925) 608-7700
Facsimile: (925) 608-7761

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

B. Governing Law. The laws of the State of California govern all matters arising out of this agreement.

C. Severability. In the event that any provisions of this agreement are held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this agreement will not in any way be affected or impaired.

D. Entire Agreement. Neither party has relied on any promise or representation not contained in this agreement. All previous conversations, negotiations and understandings are of no further force or effect.

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E. Construction; Modification. This agreement is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This agreement may be modified only by a writing signed by both parties.

The parties are executing this agreement as of the date set forth in the introductory paragraph.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: ________________________
Melinda S. Cervantes
County Librarian

CITY

CITY OF PINOLE, a municipal corporation of the State of California

By: ________________________
Michelle Fitzer
City Manager

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: ________________________
Kathleen M. Andrus
Deputy County Counsel

By: ________________________
Eric Casher
City Attorney

EXHIBIT A

Form of Agreement Supplement

AGREEMENT SUPPLEMENT No. 1

This Agreement Supplement No. 1 is dated July 1, 2019 and supplements the Library Maintenance and Service Agreement dated July 1, 2019, between the City of Pinole, a municipal corporation of the State of California (the "**City**"), and the County of Contra Costa, a political subdivision of the State of California (the "**County**").

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Lease.

1. In exchange for the payment of the Maintenance Costs by the City, the number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 2019, is 35.

2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 2019 is 0.

3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 2019 is 35.

4. The Maintenance Costs for the Fiscal Year beginning July 1, 2019 is **$138,284**.

5. The cost of the Extra Hours for the Fiscal Year beginning July 1, 2019 is $0.

6. The City's Obligation for the Fiscal Year beginning July 1, 2019 is **$138,284**.

7. This Agreement Supplement No. [1] is effective in accordance with the terms of the Library Maintenance and Service Agreement.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _________________________
Melinda S. Cervantes
County Librarian

CITY

CITY OF PINOLE, a municipal corporation of the State of California

By: _________________________
Michelle Fitzer
Pinole City Manager

CITY COUNCIL REPORT

10A

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREA MILLER, FINANCE DIRECTOR

SUBJECT: RECEIVE THE FY 2018-19 THIRD QUARTER FINANCIAL REPORT AND ADOPT A RESOLUTION APPROVING BUDGET ADJUSTMENTS

RECOMMENDATION

It is recommended that the City Council:

1. Receive the FY 2018-19 Third Quarter Financial Report;

2. Adopt a resolution approving budget adjustments per staff recommendations in Attachment A.

BACKGROUND

For the period July 1, 2018 through March 31, 2019, cash flows were sufficient to sustain normal City operations and to satisfy Enforceable Obligation payment commitments of the City's Successor Agency.

Staff has reviewed the third quarter financial performance for the City's FY 2018-19 budget. While revenue and expenditures for the third quarter of the fiscal year should average 75% of budget, there are cases where revenue and expenditures are above or below projections for the period based on timing of receipts and expenses. These are explained in this report.

REVIEW & ANALYSIS

General Fund Revenue Analysis

The adjusted budget for FY 2018-19 anticipates a use of fund balance from fiscal year ending June 30, 2018 surplus in the amount of -$8,551,264 for Council approved one-time expenditures, primarily a new Fire engine, loan repayment to the former Redevelopment Agency, fully funding the General Reserve, and funding the Section 115 Trust. Staff is now projecting a FY 2018-19 use of fund balance in the amount of -$14,730,997.

The economy in Pinole remains strong with revenue of 70% (not including transfers in) realized at third quarter. The City uses HdL, Coren & Cone Consultants to provide an analysis of property assessed values and Sales Tax projections. Budget projections are based on a 95% conservative estimate of HdL, Coren & Cone's analysis. Property Tax revenue is the City's largest General Fund revenue stream for FY 2018-19, with third quarter collections at 66% of projections compared to 101% for the same period in the prior fiscal year. This is the result of a Redevelopment Property Tax Trust Fund (RPTTF) disbursement in the amount of $691,000 received in the prior fiscal year from the sale of Gateway. Property Tax settlements are received in December, April, and June. For FY 2018-19, Sales Tax revenue is the City's second largest General Fund revenue stream which has shown steady increases year-over-year. Sales Tax collections for the third quarter are 75% of projections compared to 72% for the same period in the prior fiscal year. However, this is expected to be negatively impacted in FY 2019-20 due to the closure of three large retailers.

Utility Users Tax is the City's third largest General Fund revenue stream with 73% realized for the third quarter compared to 81% for the same period in the prior fiscal year. Franchise Tax is at 79% of projections for the third quarter; Other Taxes which includes Transient Occupancy Tax and Business Licenses are at 92% of projections.

Intergovernmental tax which includes Motor Vehicle License Fee and Home Owner Property Tax Relief along with grant receipts is at 52% of projections. Motor Vehicle License Fees are usually received in January and May. State Grants includes Post Reimbursable and Abandoned Vehicle funds is at 183% for the period. Review Fees is at 102%, and Abatement Fees is at 219% for the period. Public Safety Charges includes Dispatch services, for which the third quarter receipt is pending. Lastly, a transfer in from the sale of PALC settlement proceeds investments to increase funding in the Section 115 Trust is reflected for the period.

Other revenue categories are in line with expectations for the period with the exception of Interest and Investment Income which exceeds the current budget amount for the period at 382%. We are seeing a steady increase in interest on investments due to increased utilization of the Local Agency Investment Fund (LAIF) for more than a year.

Recommendation:

Staff is recommending FY 2018-19 General Fund revenue adjustments in the amount of $6,856,667 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Sales & Use Tax	3,685,921	264,979	3,950,900
Other Taxes	790,000	94,200	884,200
State Grants	55,000	49,000	104,000
Review Fees	30,000	9,800	39,800
Abatement Fees	4,000	5,000	9,000
Interest and Investment Income	35,000	143,000	178,000
Transfers In [1]	0	6,290,688	6,290,688
Total Adjustments	**4,599,921**	**6,856,667**	**11,456,588**

[1] Represents the PALC settlement proceeds sale of investments.

Total adjustments only reflect revenue with adjustments recommended.

General Fund Expenditure Analysis

The $8 million use of fund balance noted above is a result of Council's direction at the November 13, 2018 meeting:

- An additional $4,600,806 was allocated to the General Reserve;
- The balance of the loan from the former Redevelopment Agency in the amount of $1,592,071 was repaid;
- Established a Disaster Relief Reserve in the amount of $100,000; and,
- Sold remaining investments in the PALC Trust account to allocate additional funding in the amount of $3,287,510 to the Section 115 Pension Trust.

Operating Budget Expenditures for the City's General Fund are at 62% of projections at the end of the third quarter.

Staff is proposing budget adjustments in the City Clerk's Office in the amount of $10,000 for prior year election expenses.

A budget adjustment of $13 million for the Section 115 Trust previously authorized by City Council at the June 19, 2018 meeting.

A budget adjustment of $24,000 is proposed in the Fire Department: $20,000 for medical supplies, and $4,000 for fuel.

A Public Works budget adjustment of $2,400 is proposed to upgrade the East Bay Regional Communications System Authority (EBRCSA) radios. This upgrade has already been budgeted for Police and Fire radios.

These adjustments are outlined in Attachment A.

Recommendation:

Staff is recommending FY 2018-19 General Fund expenditure adjustments in the amount of $13,036,400 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
City Clerk	249,583	10,000	259,583
General Government/Non-Dept.	10,422,291	13,000,000	23,422,291
Fire Department	4,018,161	24,000	4,042,161
Public Works	859,810	2,400	862,210
Total Adjustments	**15,549,845**	**13,036,400**	**28,586,245**

OTHER FUNDS

Measure S 2006 and 2014 Analysis

The voter-approved 2006 City General Purpose Use Tax is levied at 0.5% on all retail sales. These taxes have been allocated by the City Council to fund Public Safety programs as their highest funding priority. Measure S 2006 revenue collections were 75% of projections at the end of the third quarter, while expenditures are at 51% of appropriations. Staff is recommending a $9,500 revenue adjustment for Interest and Investment Income to align with projected annual earnings, a $154,400 Sales Tax revenue adjustment to align with projected annual receipts, and an expenditure budget adjustment in the Finance Department of $1,628 to allocate the Measure S 2006 audit expenses from Measure S 2014, and reduce Police expenditures by $13,894 for the fitness equipment partially funded from Police Security fund balance.

Recommendation:

Staff is recommending FY 2018-19 Measure S 2006 budget adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Sales & Use Tax	1,945,600	154,400	2,100,000
Interest and Investment Income	13,000	9,500	22,500
Total Adjustments	**1,958,600**	**163,900**	**2,122,500**

Expenditures	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Finance Department	0	1,628	1,628
Police Department	1,785,974	-13,894	1,772,080
Total Adjustments	**1,785,974**	**-12,266**	**1,773,708**

The voter-approved 2014 City General Purpose Use Tax is also levied at 0.5% on all retail sales. These funds are used to address some of the City's operational and ongoing and previously deferred capital improvement needs. Measure S 2014 revenue collections are 76% of projections at the end of the third quarter, while expenditures are 17% of appropriations. This level of expenditure is primarily due to capital projects that have not been initiated as of yet. While revenue receipts for Measure S 2014 should mirror that of Measure S 2006, some businesses are paying for prior sales tax reporting periods due to the delay in implementing the second use tax after being identified by our consultant. Staff is recommending a $154,400 Sales Tax revenue adjustment to align with projected annual receipts, a $16,800 revenue adjustment for Interest and Investment Income to align with average annual earnings, a $600 Reimbursement revenue adjustment from Alameda County Waste Management Authority for meeting attendance, and an expenditure adjustment of -$1,628 in Finance to allocate the Measure S 2006 audit expenses from Measure S 2014.

Recommendation:

Staff is recommending FY 2018-19 Measure S 2014 adjustments as follows:

Revenue	**FY 2018-19 Budget**	**Proposed Revisions**	**FY 2018-19 Updated Budget**
Sales & Use Tax	1,945,600	154,400	2,100,000
Interest and Investment Income	16,000	16,800	32,800
Reimbursements	0	600	600
Total Adjustments	**1,961,600**	**171,800**	**2,133,400**

Expenditures	**FY 2018-19 Budget**	**Proposed Revisions**	**FY 2018-19 Updated Budget**
Finance Department	4,865	-1,628	3,237
Total Adjustments	**4,865**	**-1,628**	**3,237**

Police Security Fund Analysis

The Police Security Fund was established to record reimbursements received from commercial enterprises for police security services provided. These services are no longer provided by the Police Department, and Staff is requesting the remaining fund balance of $13,894 be appropriated towards the purchase of Police fitness equipment previously authorized per Council's prior action on January 15, 2019.

Recommendation:

Staff is recommending a FY 2018-19 Police Security Fund expenditure adjustment in the amount of $13,894 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Police Department	0	13,894	13,894
Total Adjustments	**0**	**13,894**	**13,894**

Police Grants Fund Analysis

The Police Department receives funding from West Contra Costa Unified School District to fund two School Resource Officers (SROs), and contributions from other sources to support police programs. Grant receipts for quarters 1-3 are pending due to delayed billing as a result of staff shortages. Staff is requesting a budget adjustment of $120 for miscellaneous contributions received.

Recommendation:

Staff is recommending a FY 2018-19 Police Grants Fund revenue adjustment in the amount of $120 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Other Revenue	0	120	120
Total Adjustments	**0**	**120**	**120**

Traffic Safety Fund Analysis

Fines and Forfeitures received by the City under Section 1463 of the Penal Code are placed in the Traffic Safety Fund. Revenue received is at 39% of projections for the period. Staff is requesting a budget reduction of -$22,750 for Fines and Forfeitures to align with projected actual, and an Interest and Investment adjustment of $1,000.

Recommendation:

Staff is recommending FY 2018-19 Traffic Safety Fund revenue adjustments in the amount of $-21,750 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Fines & Forfeitures	57,750	-22,750	35,000
Interest & Investments	500	1,000	1,500
Total Adjustments	**58,250**	**-21,750**	**36,500**

Supplemental Law Enforcement Services Fund Analysis

Funds provided by the State annually under Prop. 172 which created the Citizens Option for Public Safety Program are placed in the Supplemental Law Enforcement Fund (SLESF). Revenue for the period is 149% of budget. Staff is requesting a State Grant revenue budget adjustment of $48,747 for the Growth Allocation received, and an Interest and Investment adjustment of $1,000 to align with projected actuals.

Recommendation:

Staff is recommending FY 2018-19 Supplemental Law Enforcement Fund revenue adjustments in the amount of $49,747 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
State Grants	100,000	48,747	148,747
Interest & Investments	600	1,000	1,600
Total Adjustments	**100,600**	**49,747**	**150,347**

Building & Planning Fund Analysis

The Building Fund's FY 2018-19 adopted budget projected a net $325,703 use of fund balance to achieve a balanced budget. Revenue at the end of the third quarter is 65% of projections, while expenditures are 29% of appropriations. Revenue adjustments of $22,600 are proposed as follows:

- $22,500 increase in Review Fee revenue ($10,000 for Design Review, and $12,500 for Plan Check Fees);
- $18,900 increase in Other Fees ($4,400 in Administrative Fees, $10,000 in Photocopy Fees, $2,500 in Business License Inspection Fees, and $2,000 in permit Fees);
- $3,700 increase in Interest and Investment revenue;
- $22,500 decrease in Other Revenue to align with projected actual.

Recommendation:

Staff is recommending revenue adjustments of $45,100 as follows:

	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Review Fees	160,000	22,500	182,500
Other Fees	44,500	18,900	63,400
Interest & Investments	5,000	3,700	8,700
Other Revenue	31,000	-22,500	8,500
Total Adjustments	**240,500**	**22,600**	**263,100**

Solid Waste Fund Analysis

The Solid Waste Fund accounts for funds received from Republic Services for solid waste capital projects. Revenue received for the third quarter is 340% of projections. Staff is proposing revenue adjustments of $6,000 for Interest and Investment Income, and $217,960 for disbursements received from Republic Services for future solid waste capital projects.

Recommendation:

Staff is recommending FY 2018-19 Solid Waste Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Interest and Investment Income	1,000	6,000	7,000
Reimbursements	60,060	217,960	278,020
Total Adjustments	**61,060**	**223,960**	**285,020**

Asset Seizure Fund Analysis

The Asset Seizure Fund accounts for proceeds from property seized during drug related arrests, which is eventually distributed back to its owner in some cases, or sold and divided among prosecuting agencies. Staff is proposing a Fines and Forfeiture revenue adjustment of $1,686 for proceeds received, and Interest and Investment revenue adjustment of $1,175 to align with projected actual. Staff is also proposing an expenditure adjustment of $889 for funds reimbursed to its owner.

Recommendation:

Staff is recommending FY 2018-19 Asset Seizure Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Fines and Forfeitures	1,314	1,686	3,000
Interest and Investment Income	250	1,175	1,425
Total Adjustments	**1,564**	**2,861**	**4,425**

Expenditures	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Police Department	6,750	889	7,639
Total Adjustments	**6,750**	**889**	**7,639**

Parkland Dedication Fund Analysis

The Parkland Dedication Fund accounts for in-lieu fees paid in-lieu of dedication of land as a condition of approval in accordance with Chapter 16.28 of the Pinole Municipal Code. Staff is proposing an Impact Fee revenue adjustment of $16,028 for fees received, and Interest and Investment revenue adjustment of $300 to align with projected actual.

Recommendation:

Staff is recommending FY 2018-19 Parkland Dedication Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Impact Fees	0	16,028	16,028
Interest and Investment Income	0	300	300
Total Adjustments	**0**	**16,328**	**16,328**

Growth Impact Fund Analysis

The Growth Impact Fund accounts for fees collected on the value of all new construction, and used to offset the adverse impact caused by new construction in accordance with Chapter 3.20 of the Pinole Municipal Code. Staff is proposing an Impact Fee revenue adjustment of $26,650 for fees received, and Interest and Investment revenue adjustment of $675 to align with projected actual.

Recommendation:

Staff is recommending FY 2018-19 Growth Impact Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Impact Fees	0	26,650	26,650
Interest and Investment Income	0	675	675
Total Adjustments	**0**	**27,325**	**27,325**

Housing Administration Fund Analysis

The Housing Administration Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. Revenue at the end of the third quarter is at 123% of projections. Staff is proposing an Interest and Investment revenue adjustment of $101,800 to align with projected actual, and a Loan Proceeds revenue adjustment of $39,790 for loan principal payments received of $32,490, and loan interest received of $7,300. Staff is also proposing a budget allocation in the amount of $6,290,688 for the transfer of

PALC investments sold to General Fund as authorized by Council at its June 19, 2018 and November 13, 2018 meetings. These monies were placed in this fund in error, as the PALC settlement proceeds are and have always been the property of the City of Pinole.

Recommendation:

Staff is recommending FY 2018-19 Housing Administration Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Interest and Investments	35,000	101,800	136,800
Loan/Bond Proceeds	116,810	39,790	156,600
Total Adjustments	**151,810**	**141,590**	**293,400**

Expenditures	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Community Development	202,136	6,290,688	6,492,824
Total Adjustments	**202,136**	**6,290,688**	**6,492,824**

City Street Improvements Fund Analysis

The City Street Improvements Fund accounts for funds set aside by the City to fund street improvement projects. Staff is proposing a State Grant revenue adjustment of $5,200 for a Department of Transportation (DOT) grant received for the San Pablo Avenue Bridget project.

Recommendation:

Staff is recommending FY 2018-19 City Street Improvements Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
State Grants	0	5,183	5,183
Total Adjustments	**0**	**5,183**	**5,183**

Interest and Investment Income Analysis

The City pools its cash together into one account to maximize interest earnings, and allocates interest earned to the pooled funds on a quarterly basis. Several funds had Interest and Investment earnings in excess of projections as noted below as items 15 – 20, and in the financial report Attachment A. This is the result of an increased use of LAIF for idle funds.

Sewer Enterprise Fund Analysis

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant which services the Pinole and Hercules areas. Sewer Usage Fees are received with Property Tax in December, April, and June, and billing for December through March is pending receipt of flow data. Revenue received for the third quarter is 53% of projections, and expenses are 47% of projections. Staff is proposing revenue adjustments as follows:

- Wastewater Impact Fees of $10,500;
- Sewer Laterals of $9,000;
- Interest and Investment Income of $63,250;
- Reimbursement from Alameda County Waste Mgmt of $600;
- Miscellaneous Other Revenue of $50.

Staff is also proposing expense adjustments as follows:

- Electric Utilities of $274,000
- Water Utilities of $6,314

Recommendation:

Staff is recommending Sewer Enterprise Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Impact Fees	550	10,500	11,050
Sewer Enterprise Charges	6,937,332	9,000	6,946,332
Interest and Investments	50,000	63,250	113,250
Reimbursements	650	600	1,250
Other Revenue	100	50	150
Total Adjustments	**6,988,632**	**83,400**	**7,072,032**

Expenditures	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Sewer	7,462,694	280,314	7,743,008
Total Adjustments	**7,462,694**	**280,314**	**7,743,008**

Plant Expansion Fund Analysis

The Plant Expansion Fund accounts for project expenses and loan drawdown's related to the Water Pollution Control Plant upgrade project. Staff is proposing an Interest and Investment revenue adjustment of $13,400 to align with projected actual. Staff is also recommending a budget reduction of -$7,531,117 as the capital upgrades are being capitalized and will be expensed based on the depreciation schedules once the project is completed. This does not impact the total cost of the upgrade project.

Recommendation:

Staff is recommending FY 2018-19 Plant Expansion Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Interest and Investments	3,500	13,400	16,900
Total Adjustments	**3,500**	**13,400**	**16,900**

Expenditures	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Sewer	7,545,667	-7,531,117	14,550
Total Adjustments	**7,545,667**	**-7,531,117**	**14,550**

Recognized Obligation Retirement Fund Analysis

The Recognized Obligation Retirement Fund is used to record the close-out activities of the former Redevelopment Agency. Pledged Property Tax revenues are provided to the City primarily for timely payment of outstanding Redevelopment obligations. Staff is proposing an Interest and Investment revenue adjustment of $20,000 to align with projected actual, Other Revenue adjustment of $1,232 for a reimbursement received for a billing error, and Loan/Bond Proceeds revenue adjustment of $16,091 for interest on loan payments received.

Recommendation:

Staff is recommending FY 2018-19 Recognized Obligation Retirement Fund adjustments as follows:

Revenue	FY 2018-19 Budget	Proposed Revisions	FY 2018-19 Updated Budget
Interest and Investments	0	20,000	20,000
Other Revenue	0	1,232	1,232
Loan/Bond Proceeds	0	16,091	16,091
Total Adjustments	**0**	**37,323**	**37,323**

FISCAL IMPACT

Fiscal impact of the First Quarter FY 2018-19 Financial Report proposed adjustments are summarized below and described in detail above and in Attachment A.

1. Net increase in General Fund revenue of $6,857,667 offset by a net increase in expenditures of $13,036,400.
2. Net increase in Measure S 2006 revenue of $163,900 offset by a net decrease of expenditures of -$12,266.
3. Net increase in Measure S 2014 revenue of $171,800 offset by a net decrease in expenditures of -$1,628.
4. Net increase in Police Security Fund expenditures of $13,894.
5. Net increase in Police Grants Fund revenue of $120.
6. Net decrease in Traffic Safety Fund revenue of -$21,750.
7. Net increase in Supplemental Law Enforcement Service Fund revenue of $49,747.
8. Net increase in Building and Planning Fund revenue of $22,600.
9. Net increase in Solid Waste Fund revenue of $223,960.
10. Net increase in Asset Seizure Fund revenue of $2,861 offset by a net increase in expenditures of $889.
11. Net increase in Parkland Dedication Fund revenue of $16,328.
12. Net increase in Growth Impact Fee revenue of $27,325.
13. Net increase in Housing Administration Fund revenue of $141,590 offset by a net increase in expenditures of $6,290,688.
14. Net increase in City Street Improvements Fund revenue of $5,200.
15. Net increase in Gas Tax Fund revenue of $3,200.
16. Net increase in Public Safety Augmentation Fund revenue of $2,400.
17. Net increase in Refuse Management Fund revenue of 6,000.
18. Net increase in Measure J Fund revenue of $4,300.
19. Net increase in Development Services Fund revenue of $725.
20. Net increase in Park Grants Fund revenue of $250.
21. Net increase in Sewer Enterprise Fund revenue of $83,400 offset by a net increase in expenses of $280,314.
22. Net increase in Plant Expansion Fund revenue of $13,400 offset by a net decrease in expenses of -$7,531,117.
23. Net increase in Recognized Obligation Retirement Fund revenue of $37,323.

ATTACHMENTS

A – FY 2018-19 Third Quarter Financial Report
B – Resolution Adjusting Fiscal Year 2018-19 Budget
C – PowerPoint Presentation

City of Pinole 3rd Quarter Financial Report

For Fiscal: 2018-2019 Period Ending: 03/31/2019

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 100 - General Fund						
Revenue						
311 - Property Taxes Total:	3,787,392	2,488,664	(1,298,728)	66%		
312 - Sales and Use Taxes Total:	3,685,921	2,750,991	(934,930)	75%	264,979	[1]
313 - Utility Users Tax Total:	1,930,000	1,412,085	(517,915)	73%		
314 - Franchise Taxes Total:	744,128	587,070	(157,058)	79%		
315 - Other Taxes Total:	790,000	730,177	(59,823)	92%	94,200	[2]
321 - Intergovernmental Taxes Total:	1,736,706	907,937	(828,769)	52%		
323 - State Grants Total:	55,000	100,667	45,667	183%	49,000	[3]
324 - Other Grants Total:	59,437	57,026	(2,411)	96%		
332 - Permits Total:	76,700	38,800	(37,900)	51%		
341 - Review Fees Total:	30,000	30,471	471	102%	9,800	[4]
342 - Other Fees Total:	60,500	24,948	(35,552)	41%		
343 - Abatement Fees Total:	4,000	8,769	4,769	219%	5,000	[5]
351 - Fines and Forfeiture Total:	59,050	39,997	(19,053)	68%		
361 - Public Safety Charges Total:	1,123,939	676,183	(447,757)	60%		
370 - Interest and Investment Income Total:	35,000	133,543	98,543	382%	143,000	[6]
381 - Rental Income Total:	81,450	61,088	(20,363)	75%		
383 - Reimbursements Total:	97,115	39,571	(57,544)	41%		
384 - Other Revenue Total:	14,000	5,330	(8,670)	38%		
392 - Proceeds from Sale of Property Total:	11,000	772	(10,228)	7%		
399 - Transfers In Total:	-	6,290,688	6,290,688	-100%	6,290,688	[7]
Revenue Total:	**14,381,338**	**16,384,776**	**2,003,438**	**114%**	**6,856,667**	
Expenditures						
Department: 10 - City Council Total:	130,636	71,888	58,748	55%		
Department: 11 - City Manager Total:	149,871	118,931	30,940	79%		
Department: 12 - City Clerk Total:	249,583	177,394	72,189	71%	10,000	[8]
Department: 13 - City Treasurer Total:	11,434	8,327	3,107	73%		
Department: 14 - City Attorney Total:	96,820	115,873	(19,053)	120%		[9]
Department: 15 - Finance Department Total:	494,175	401,612	92,563	81%		
Department: 16 - Human Resources Total:	421,020	290,932	130,088	69%		
Department: 17 - Non-Departmental Total:	10,422,291	6,194,447	4,227,844	59%	13,000,000	[10]
Administrative Total	**11,975,830**	**7,379,404**	**4,596,426**	**62%**	**13,010,000**	
Department: 22 - Police Department Total:	5,996,214	4,459,354	1,536,861	74%		
Department: 23 - Fire Department Total:	4,018,161	1,718,249	2,299,912	43%	24,000	[11]
Public Safety Total	**10,014,375**	**6,177,603**	**3,836,772**	**62%**	**24,000**	
Department: 34 - Public Works Total:	859,810	587,218	272,592	68%	2,400	[12]
Department: 46 - Community Development Total:	82,587	30,569	52,018	37%		
Development Services Total	**942,397**	**617,787**	**324,609**	**66%**	**2,400**	
Expenditure Total	**22,932,602**	**14,174,794**	**8,757,808**	**62%**	**13,036,400**	
Fund: 100 - General Fund Surplus (Deficit):	**(8,551,264)**	**2,209,982**	**10,761,246**	**-26%**	**(6,179,733)**	

NOTES:

[1] Increase Sales Tax budget to align with projected actuals.
[2] Increase TOT budget, $14,000, and Business License budget, $80,200 to align with projected actuals.
[3] Increase Post Reimbursable $8,300 and Abandoned Vehicle $40,700 to align with actuals.
[4] Increase Plan Review/Plan Check Fees $9,800 to align with actuals.
[5] Increase Abatement Fees $5,000 to align with actuals.
[6} Increase Interest Revenue $143,000 due to increased earnings in LAIF.
[7] Add Transfer-in budget from PALC settlement proceeds investments sold. Funds transferred to Section 115 Trust in May.
[8] Increase budget $10,000 for prior year election expenses.
[9] Legal expense allocations to other departments not proportionate to actual. Actual expenses are 65% of budget for the period.
[10] $3,287,510 transferred to Section 115 Trust in May. Budget adjustment of $13M for the Section 115 Trust deposit authorized 6/19/18.
[11] Fire engine specs are pending for new engine, and there are three vacancies. Increase budget $20,000 for medical supplies, and $4,000 for fuel.
[12] Add budget for EBRCSA radio upgrade, $2,400.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 105 - Measure S -2006						
Revenue						
312 - Sales and Use Taxes Total:	1,945,600	1,463,200	(482,400)	75%	154,400	[1]
370 - Interest and Investment Income Total:	13,000	16,615	3,615	128%	9,500	[2]
Revenue Total:	**1,958,600**	**1,479,815**	**(478,785)**	**76%**	**163,900**	
Expenditures						
Department: 15 - Finance Department Total:	-	59	(59)	-100%	1,628	[3]
Department: 22 - Police Department Total:	1,785,974	933,585	852,389	52%	(13,894)	[4]
Department: 23 - Fire Department Total:	846,606	419,145	427,461	50%		[5]
Expenditure Total:	**2,632,580**	**1,352,788**	**1,279,792**	**51%**	**(12,266)**	
Fund: 105 - Measure S -2006 Surplus (Deficit):	**(673,980)**	**127,027**	**801,007**	**-19%**	**151,634**	
Fund: 106 - MEASURE S-2014						
Revenue						
312 - Sales and Use Taxes Total:	1,945,600	1,616,723	(328,877)	83%	154,400	[1]
370 - Interest and Investment Income Total:	16,000	24,565	8,565	154%	16,800	[2]
383 - Reimbursements Total:	-	600	600	-100%	600	[6]
Revenue Total:	**1,961,600**	**1,481,888**	**(479,712)**	**76%**	**171,800**	
Expenditures						
Department: 14 - City Attorney Total:	35,000	17,262	17,739	49%		
Department: 15 - Finance Department Total:	4,865	59	4,806	1%	(1,628)	[3]
Department: 17 - Non-Departmental Total:	852,000	20,992	831,008	2%		[7]
Department: 18 - Information Systems Total:	125,000	54,964	70,036	44%		
Administrative Total	**1,016,865**	**93,276**	**923,589**	**9%**	**(1,628)**	
Department: 22 - Police Department Total:	106,306	15,693	90,613	15%		[8]
Department: 23 - Fire Department Total:	324,163	215,325	108,838	66%		
Public Safety Total	**430,469**	**231,017**	**199,452**	**54%**		
Department: 34 - Public Works Total:	1,158,643	122,485	1,036,158	11%		[9]
Development Services Total	**1,158,643**	**122,485**	**1,036,158**	**11%**		
Expenditure Total:	**2,605,977**	**446,779**	**2,159,199**	**17%**	**(1,628)**	
Fund: 106 - MEASURE S-2014 Surplus (Deficit):	**(644,377)**	**1,035,110**	**1,679,487**	**-161%**	**173,428**	
Fund: 200 - Gas Tax Fund						
Revenue						
321 - Intergovernmental Taxes Total:	804,375	546,000	(258,375)	68%		
370 - Interest and Investment Income Total:	2,000	3,895	1,895	195%	3,200	[2]
Revenue Total:	**806,375**	**549,895**	**(256,480)**	**68%**	**3,200**	
Expenditures						
Department: 34 - Public Works Total:	918,328	243,942	674,386	27%		
Expenditure Total:	**918,328**	**243,942**	**674,386**	**27%**		
Fund: 200 - Gas Tax Fund Surplus (Deficit):	**(111,953)**	**305,953**	**417,906**	**-273%**	**3,200**	

NOTES:

[1] Increase Measure S revenue to align with projected actuals.
[2] Increase Interest and Investment revenue to align with projected actuals.
[3] Add budget for Measure S 2006 audit to Fund 105, and reduce budget for Measure S 2006 audit from Fund 106.
[4] Computer equipment and vehicle purchases are pending; reduce budget -$13,894 for portion of fitness equipment funded from Police Security Fund.
[5] Vehicle and equipment purchases, and building improvements are pending.
[6] Add budget for reimbursement received.
[7] Operating transfers and contributions are pending.
[8] Emergency Operations Plan is in progress.
[9] Capital projects are in progress.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 201 - Restricted Real Estate Maintenance Fund						
Revenue						
342 - Other Fees Total:	3,175	1,825	(1,350)	57%		
381 - Rental Income Total:	34,000	34,150	150	100%		
Revenue Total:	**37,175**	**35,975**	**(1,200)**	**97%**		
Expenditures						
Department: 34 - Public Works Total:	37,175	13,933	23,242	37%		
Expense Total:	**37,175**	**13,933**	**23,242**	**37%**		
Fund: 201 - Restricted RE Maintenance Fund Surplus (Deficit):	**-**	**22,043**	**22,043**	**-100%**		
Fund: 202 - Police Security						
Expenditures						
Department: 22 - Police Department Total:	-	29,222	(29,222)	-100%	13,894	[1]
Expenditure Total:	**-**	**29,222**	**(29,222)**	**-100%**	**13,894**	
Fund: 202 - Police Security Total:	**-**	**29,222**	**(29,222)**	**-100%**	**13,894**	
Fund: 203 - Public Safety Augmentation Fund						
Revenue						
321 - Intergovernmental Taxes Total:	174,069	137,970	(36,099)	79%		
370 - Interest and Investment Income Total:	500	2,175	1,675	435%	2,400	[2]
Revenue Total:	**174,569**	**140,145**	**(34,424)**	**80%**	**2,400**	
Expenditures						
Department: 22 - Police Department Total:	151,406	86,561	64,845	57%		
Expenditure Total:	**151,406**	**86,561**	**64,845**	**57%**		
Fund: 203 - Public Safety Augmentation Fund Surplus (Deficit):	**23,163**	**53,584**	**30,421**	**231%**	**2,400**	
Fund: 204 - Police Grants						
Revenue						
324 - Other Grants Total:	320,000	-	(320,000)	0%		[3]
384 - Other Revenue Total:	-	20	20	-100%	120	[4]
Revenue Total:	**320,000**	**20**	**(319,980)**	**0%**	**120**	
Expenditures						
Department: 22 - Police Department Total:	274,003	178,475	95,528	65%		
Expenditure Total:	**274,003**	**178,475**	**95,528**	65%		
Fund: 204 - Police Grants Surplus (Deficit):	**45,997**	**(178,455)**	**(224,452)**	**-388%**	**120**	
Fund: 205 - Traffic Safety Fund						
Revenue						
351 - Fines and Forfeiture Total:	57,750	21,378	(36,372)	37%	(22,750)	[5]
370 - Interest and Investment Income Total:	500	1,059	559	212%	1,000	[2]
Revenue Total:	**58,250**	**22,437**	**(35,813)**	**39%**	**(21,750)**	
Expenditures						
Department: 22 - Police Department Total:	18,458	5,148	13,310	28%		
Expenditure Total:	**18,458**	**5,148**	**13,310**	**28%**		
Fund: 205 - Traffic Safety Fund Surplus (Deficit):	**39,792**	**17,289**	**(22,503)**	**43%**	**(21,750)**	

NOTES:

[1] Add budget of $13,894 for Police fitness equipment funded from fund balance. Journal entry to move $15,328 to Measure S - 105 is pending.
[2] Increase Interest and Investment revenue to align with projected actuals.
[3] Delayed billing for Q1 - Q3 Dispatch Services due to staff shortage was sent 4/12/19.
[4] Add budget for miscellaneous contributions received.
[5] Reduce budget to align with projected actuals.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 206 - Supplemental Law Enforcement Svc Fund						
Revenue						
323 - State Grants Total:	100,000	148,747	48,747	149%	48,747	[1]
370 - Interest and Investment Income Total:	600	1,190	590	198%	1,000	[2]
Revenue Total:	**100,600**	**149,936**	**49,336**	**149%**	**49,747**	
Expenditures						
Department: 22 - Police Department Total:	100,000	73,887	26,113	74%		
Expenditure Total:	**100,000**	**73,887**	**26,113**	74%		
Fund: 206 - SLESF Surplus (Deficit):	**600**	**76,049**	**75,449**	**12675%**	**49,747**	
Fund: 207 - NPDES Storm Water Fund						
Revenue						
321 - Intergovernmental Taxes Total:	315,768	-	(315,768)	0%		[3]
370 - Interest and Investment Income Total:	150	108	(42)	72%		
Revenue Total:	**315,918**	**108**	**(315,810)**	**0%**		
Expenditures						
Department: 34 - Public Works Total:	318,173	208,654	109,519	66%		
Expenditure Total:	**318,173**	**208,654**	**109,519**	**66%**		
Fund: 207 - NPDES Storm Water Fund Surplus (Deficit):	**(2,255)**	**(208,547)**	**(206,292)**	**9248%**		
Fund: 209 - Recreation Fund						
Revenue						
Division: 551 - Recreation Administration	391,902	13,715	(378,187)	3%		
Division: 552 - Senior Center	321,500	284,001	(37,499)	88%		
Division: 553 - Tiny Tots	195,589	151,138	(44,451)	77%		
Division: 554 - Youth Center	76,375	28,770	(47,605)	38%		
Division: 555 - Day Camp	32,000	8,109	(23,891)	25%		
Division: 556 - Performing Arts	48,280	30,085	(18,195)	62%		
Division: 557 - Swim Center	83,920	23,551	(60,369)	28%		
Division: 558 - Memorial Hall	5,600	1,250	(4,350)	22%		
Division: 559 - Tennis	500	250	(250)	50%		
Revenue Total:	**1,155,666**	**540,869**	**(614,797)**	**47%**		
Expenditures						
Division: 551 - Recreation Administration	192,844	101,693	91,151	53%		
Division: 552 - Senior Center	470,458	332,610	137,848	71%		
Division: 553 - Tiny Tots	119,030	94,235	24,795	79%		
Division: 554 - Youth Center	202,913	106,818	96,095	53%		
Division: 555 - Day Camp	37,572	2,324	35,248	6%		
Division: 556 - Performing Arts	43,950	32,630	11,320	74%		
Division: 557 - Swim Center	80,811	65,139	15,672	81%		
Division: 558 - Memorial Hall	4,838	2,727	2,111	56%		
Division: 559 - Tennis	3,250	1,695	1,555	52%		
Department: 55 - Recreation Total:	**1,155,666**	**739,872**	**415,794**	**64%**		
Expenditure Total:	**1,155,666**	**739,872**	**415,794**	**64%**		
Fund: 209 - Recreation Fund Surplus (Deficit):	**0**	**(197,741)**	**(197,741)**	**-152108315%**		

NOTES:

[1] Increase budget for SLESF Growth Allocation received.

[2] Increase Interest and Investment revenue to align with projected actuals.

[3] Stormwater Utility Assessment received in May with next disbursement due in June.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 212 - Building & Planning						
Revenue						
315 - Other Taxes Total:	1,800	16	(1,784)	1%		
332 - Permits Total:	530,750	264,757	(265,993)	50%		
341 - Review Fees Total:	160,000	166,116	6,116	104%	22,500	[1]
342 - Other Fees Total:	44,500	63,051	18,551	142%	18,900	[2]
370 - Interest and Investment Income Total:	5,000	6,369	1,369	127%	3,700	[3]
384 - Other Revenue Total:	31,000	3,998	(27,002)	13%	(22,500)	[4]
Revenue Total:	**773,050**	**504,308**	**(268,742)**	**65%**	**22,600**	
Expenditures						
Department: 46 - Community Development Total:	1,098,753	597,832	500,921	54%		
Expenditure Total:	**1,098,753**	**597,832**	**500,921**	**54%**		
Fund: 212 - Building & Planning Surplus (Deficit):	**(325,703)**	**(93,524)**	**232,178**	**29%**	**22,600**	
Fund: 213 - Refuse Management Fund						
Revenue						
323 - State Grants Total:	60,060	45,905	(14,155)	76%		
370 - Interest and Investment Income Total:	1,000	4,891	3,891	489%	6,000	[3]
Revenue Total:	**61,060**	**50,796**	**(10,264)**	**83%**	**6,000**	
Expenditures						
Department: 34 - Public Works Total:	413,507	81,956	331,551	20%		
Expenditure Total:	**413,507**	**81,956**	**331,551**	**20%**		
Fund: 213 - Refuse Management Fund Surplus (Deficit):	**(352,447)**	**(31,160)**	**321,287**	**9%**	**6,000**	
Fund: 214 - Solid Waste Fund						
Revenue						
370 - Interest and Investment Income Total:	4,000	6,957	2,957	174%	6,000	[3]
383 - Reimbursements Total:	63,000	220,960	157,960	351%	217,960	[5]
Revenue Total:	**67,000**	**227,917**	**160,917**	**340%**	**223,960**	
Expenditures						
Department: 34 - Public Works Total:	42,000	3,003	38,998	7%		[6]
Expenditure Total:	**42,000**	**3,003**	**38,998**	**7%**		
Fund: 214 - Solid Waste Fund Surplus (Deficit):	**25,000**	**224,914**	**199,914**	**900%**	**223,960**	
Fund: 215 - Measure C and J Fund						
Revenue						
324 - Other Grants Total:	303,590	-	(303,590)	0%		[7]
370 - Interest and Investment Income Total:	5,000	6,792	1,792	136%	4,300	[3]
Revenue Total:	**308,590**	**6,792**	**(301,798)**	**2%**	**4,300**	
Expenditures						
Department: 34 - Public Works Total:	**601,734**	**382,646**	**219,088**	**64%**		
Expenditure Total:	**648,783**	**429,695**	**219,088**	**66%**		
Fund: 215 - Measure C and J Fund Surplus (Deficit):	**(340,193)**	**(422,902)**	**(82,709)**	**124%**	**4,300**	

NOTES:

[1] Increase budget for Design Review Fees, $10,000; and Plan Check Fees, $12,500.
[2] Increase budget for Administrative Fees, $4,400; Photocopy Fees, $10,000; BL Inspection Fees, $2,500; and Permit Automate Fees, $2,000.
[3] Increase Interest and Investment revenue to align with projected actuals.
[4] Decrease budget for Miscellaneous Revenue to align with projected actuals.
[5] Increase budget for Solid Waste Project funding to align with projected actuals.
[6] Installation of additional Trash Capture Devices is in progress.
[7] Measure J funding is received in June.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 225 - Asset Seizure-Adjudicated Fund						
Revenue						
351 - Fines and Forfeiture Total:	1,314	2,989	1,675	227%	1,686	[1]
370 - Interest and Investment Income Total:	250	1,004	754	402%	1,175	[2]
Revenue Total:	**1,564**	**3,992**	**2,428**	**255%**	**2,861**	
Expenditures						
Department: 22 - Police Department Total:	6,750	7,639	(889)	113%	889	[3]
Expenditure Total:	**6,750**	**7,639**	**(889)**	**113%**	**889**	
Fund: 225 - Asset Seizure-Adjudicated Fund Surplus (Deficit):	**(5,186)**	**(3,646)**	**1,540**	**70%**	**1,972**	
Fund: 275 - Parkland Dedication Fund						
Revenue						
344 - Impact Fees Total:	-	16,028	16,028	-100%	16,028	[4]
370 - Interest and Investment Income Total:	-	218	218	-100%	300	[2]
Revenue Total:	**-**	**16,245**	**16,245**	**-100%**	**16,328**	
Expenditures						
Department: 34 - Public Works Total:	15,509	-	15,509	0%		[5]
Expenditure Total:	**15,509**	**-**	**15,509**	0%		
Fund: 275 - Parkland Dedication Fund Surplus (Deficit):	**(15,509)**	**16,245**	**31,754**	-105%		
Fund: 276 - Growth Impact Fund						
Revenue						
344 - Impact Fees Total:	-	26,267	26,267	-100%	26,650	[6]
370 - Interest and Investment Income Total:	-	591	591	-100%	675	[2]
Revenue Total:	**-**	**26,858**	**26,858**	**-100%**	**27,325**	
Fund: 276 - Growth Impact Fund Total:	**-**	**26,858**	**26,858**	**-100%**	**27,325**	
Fund: 277 - Development Services						
Revenue						
370 - Interest and Investment Income Total:	-	517	517	-100%	725	[2]
Revenue Total:	**-**	**517**	**517**	**-100%**	**725**	
Fund: 277 - Development Services Total:	**-**	**517**	**517**	**-100%**	**725**	
Fund: 285 - Housing Land Held for Resale						
Revenue						
370 - Interest and Investment Income Total:	35,000	121,810	86,810	348%	101,800	[2]
381 - Rental Income Total:	72,253	-	(72,253)	0%		
384 - Other Revenue Total:	5,795	5,795	-	100%		
392 - Proceeds from Sale of Property Total:	1,150	1,150	-	100%		
393 - Loan/Bond Proceeds Total:	116,810	154,393	37,583	132%	39,790	[7]
Revenue Total:	**231,008**	**283,148**	**52,140**	**123%**	**141,590**	
Expenditures						
Department: 46 - Community Development Total:	202,136	6,427,686	(6,225,550)	3180%	6,290,688	[8]
Expenditure Total:	**202,136**	**6,427,686**	**(6,225,550)**	**3180%**	**6,290,688**	
Fund: 285 - Housing Land Held for Resale Surplus (Deficit):	**28,872**	**(6,144,538)**	**(6,173,410)**	**-21282%**	**(6,149,098)**	

NOTES:

[1] Increase budget for Asset Seizure Fines projected through year-end.
[2] Increase Interest and Investment revenue to align with projected actuals.
[3] Add budget for asset seizure funds reimbursed.
[4] Add budget for Park Impact Fees received.
[5] Soccer field rehabilitation project is in progress.
[6] Add budget for Impact Fees received: Facilities, $4,000; Transportation, $850; Drainage, $7,150; Police, $16,500; and, Fire, $3,000.
[7] Increase budget for loan principal received, $32,490; and loan interest received, $7,300.
[8] Add budget for transfer to General Fund from PALC investments sold.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 310 - Lighting & Landscape Districts						
Revenue						
321 - Intergovernmental Taxes Total:	43,565	20,270	(23,295)	47%		
399 - Transfers In Total:	5,000	5,000	-	100%		
Revenue Total:	**48,565**	**25,270**	**(23,295)**	**52%**		
Expenditures						
Department: 34 - Public Works Total:	56,637	98,328	(41,691)	174%		
Expenditure Total:	**56,637**	**98,328**	**(41,691)**	**174%**	**-**	
Fund: 310 - Lighting & Landscape Districts Surplus (Deficit):	**(8,072)**	**(78,058)**	**(69,986)**	**967%**	**-**	
Fund: 317 - Pinole Valley Caretaker Fund						
Revenue						
381 - Rental Income Total:	15,000	11,250	(3,750)	75%		
Revenue Total:	**15,000**	**11,250**	**(3,750)**	**75%**		
Expenditures						
Department: 34 - Public Works Total:	14,777	10,874	3,903	74%		
Expenditure Total:	**14,777**	**10,874**	**3,903**	**74%**		
Fund: 317 - Pinole Valley Caretaker Fund Surplus (Deficit):	**223**	**376**	**153**	**169%**		
Fund: 324 - Public Facilities Fund						
Expenditures						
Department: 34 - Public Works Total:	70,000	97,130	(27,130)	139%		[1]
Expenditure Total:	**70,000**	**97,130**	**(27,130)**	**139%**		
Fund: 324 - Public Facilities Fund Total:	**70,000**	**97,130**	**(27,130)**	**139%**		
Fund: 325 - City Street Improvements						
Revenue						
323 - State Grants Total:	-	5,183	5,183	-100%	5,200	[2]
399 - Transfers In Total:	200,000	200,000	-	100%		
Revenue Total:	**200,000**	**205,183**	**5,183**	**103%**	**5,200**	
Expenditures						
Department: 34 - Public Works Total:	1,779,103	18,770	1,760,333	1%		[3]
Expenditure Total:	**1,779,103**	**18,770**	**1,760,333**	**1%**		
Fund: 325 - City Street Improvements Surplus (Deficit):	**(1,579,103)**	**186,414**	**(1,755,150)**	**-12%**	**5,200**	
Fund: 327 - Park Grants (Measure WW)						
Revenue						
370 - Interest and Investment Income Total:	-	188	188	-100%	250	[4]
Revenue Total:	**-**	**188**	**188**	**-100%**	**250**	
Expenditures						
Department: 34 - Public Works Total:	24,491	-	24,491	0%		[5]
Expenditure Total:	**24,491**	**-**	**24,491**	0%		
Fund: 327 - Park Grants (Measure WW) Surplus (Deficit):	**(24,491)**	**188**	**24,679**	-1%		
Fund: 377 - Arterial Streets Rehabilitation Fund						
Revenue						
399 - Transfers In Total:	200,000	200,000	-	100%		
Revenue Total:	**200,000**	**200,000**	-	100%		
Expenditures						
Department: 34 - Public Works Total:	796,000	1,302	794,698	0%		[6]
Expenditure Total:	**796,000**	**1,302**	**794,698**	**0%**		
Fund: 377 - Arterial Streets Rehabilitation Surplus (Deficit):	**(596,000)**	**198,698**	**(770,019)**	-33%		

NOTES:

[1] Journal entry to move $57,900 Fowler House expenses to Measure S 2014 is pending.
[2] Add budget for DOT grant for San Pablo Ave. Bridge received.
[3] Street maintenance projects are underway.
[4] Increase Interest and Investment revenue to align with projected actuals.
[5] Soccer field rehabilitation project is in progress.
[6] Street maintenance projects are underway.

	FY 2018-19 Revised Budget	Actual-to-Date Jul 18 - Mar 19	Variance	Percent Used	Proposed Adjustment	Notes
Fund: 500 - Sewer Enterprise Fund						
Revenue						
344 - Impact Fees Total:	550	10,387	9,837	1889%	10,500	[1]
363 - Sewer Enterprise Charges Total:	6,937,332	3,630,995	(3,306,337)	52%	9,000	[2]
370 - Interest and Investment Income Total:	50,000	73,178	23,178	146%	63,250	[3]
383 - Reimbursements Total:	650	1,250	600	192%	600	[4]
384 - Other Revenue Total:	100	148	48	148%	50	[5]
Revenue Total:	**6,988,632**	**3,715,958**	**(3,272,674)**	**53%**	**83,400**	
Expense						
Department: 64 - Sewer Total:	7,462,694	3,465,795	3,996,899	46%	280,314	[6]
Expense Total:	**7,462,694**	**3,479,669**	**3,983,024**	**47%**	**280,314**	
Fund: 500 - Sewer Enterprise Fund Surplus (Deficit):	**(474,062)**	**236,288**	**710,350**	**-50%**	**(196,914)**	
Fund: 503 - Plant Expansion Fund						
Revenue						
370 - Interest and Investment Income Total:	3,500	13,891	10,391	397%	13,400	[3]
383 - Reimbursements Total:	6,367,678	4,649,591	(1,718,087)	73%		
Revenue Total:	**6,371,178**	**4,663,482**	**(1,707,696)**	**73%**	**13,400**	
Expense						
Department: 64 - Sewer Total:	7,545,667	14,007	7,531,660	0%	(7,531,117)	[7]
Expense Total:	**7,545,667**	**14,007**	**7,531,660**	**0%**	**(7,531,117)**	
Fund: 503 - Plant Expansion Fund Surplus (Deficit):	**(1,174,489)**	**4,649,475**	**5,823,964**	**-396%**	**(7,517,717)**	
Fund: 505 - Cable Access TV						
Revenue						
Department: 19 - Cable Access TV						
314 - Franchise Taxes Total:	40,000	25,016	(14,984)	63%		
365 - Cable TV Charges Total:	205,810	75,393	(130,417)	37%		
384 - Other Revenue Total:	3,900	3,900	-	100%		
399 - Transfers In Total:	178,736	-	(178,736)	0%		
Revenue Total:	**428,446**	**104,309**	**(324,137)**	**24%**		
Expense						
Department: 19 - Cable Access TV Total:	424,546	245,280	179,266	58%		
Expense Total:	**424,546**	**245,280**	**179,266**	**58%**		
Fund: 505 - Cable Access TV Surplus (Deficit):	**3,900**	**(140,972)**	**(144,872)**	**-3615%**		
Fund: 750 - Recognized Obligation Retirement Fund						
Revenue						
311 - Property Taxes Total:	250,000	250,000	-	100%		
370 - Interest and Investment Income Total:	-	14,540	14,540	-100%	20,000	[3]
384 - Other Revenue Total:	-	1,232	1,232	-100%	1,232	[8]
393 - Loan/Bond Proceeds Total:	-	12,146	12,146	-100%	16,091	[9]
Revenue Total:	**250,000**	**277,918**	**27,918**	**111%**	**37,323**	
Expense						
Department: 46 - Community Development Total:	250,000	172,217	77,783	69%		
Expense Total:	**250,000**	**172,217**	**77,783**	**69%**		
Fund: 750 - RORF Surplus (Deficit):	**-**	**105,701**	**(49,865)**	**0%**	**37,323**	

NOTES:

[1] Add budget for Wastewater Impact Fees, $10,500.
[2] December - March billing is pending flow data. Add budget for Sewer Laterals $9,000.
[3] Increase Interest and Investment revenue to align with projected actuals.
[4] Add budget for Alameda Waste Mgmt Stipend received $600.
[5] Increase budget for miscellaneous revenue received $50.
[6] Increase budget for PG&E $274,000 and EBMUD, $6,314.
[7] Reduce budget for capital upgrades that are being capitalized ($7,542,167); add budget for postage, $50; and Legal Charges, $11,000.
[8] Add budget for reimbursement received for billing error.
[9] Add budget for interest on loan repayments received.

RESOLUTION NO. 2019-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MODIFYING THE CITY BUDGET FOR FISCAL YEAR 2018-19

WHEREAS, the City Council did adopt a Budget for City Operations by Resolution number 2018-56 on June 19, 2018; and

WHEREAS, the City Council did adopt adjustments to the Operations Budget by Resolution number 2018-118 on December 18, 2018, and by Resolution number 2019-11 on February 19, 2019; and

WHEREAS, the City Manager has presented proposed recommendations for modification of the adopted budget and programs of service for the City of Pinole Operations for fiscal year 2018-19 as part of a 3rd Quarter Financial Report at the regular City Council Meeting held on May 21, 2019; and

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

WHEREAS, the City Council has solicited public input on the proposed modifications to the FY 2018-19 Operations Budget.

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

Modifications to the budget for the City of Pinole for fiscal year 2018-19 commencing July 1, 2018 and ending June 30, 2019 are hereby approved and adopted as follows:

FY 2018-19 Budget Adjustments

General Fund - 100	
Revenue	$6,857,667
Expenditures	$13,036,400
Measure S 2006 Fund - 105	
Revenue	$163,900
Expenditures	-$12,266
Measure S 2014 Fund - 106	
Revenue	$171,800
Expenditures	-$1,628
Gas Tax Fund - 200	
Revenue	$3,200
Police Security Fund - 202	
Expenditures	$13,894

Public Safety Augmentation Fund - 203	
Revenue	$2,400
Police Grants Fund - 204	
Revenue	$120
Traffic Safety Fund - 205	
Revenue	-$21,750
Supplemental Law Enforcement Fund - 206	
Revenue	$49,747
Building and Planning Fund - 212	
Revenue	$22,600
Refuse Management Fund - 213	
Revenue	$6,000
Solid Waste Fund - 214	
Revenue	$223,960
Measure J Fund - 215	
Revenue	$4,300
Asset Seizure Fund - 225	
Revenue	$2,861
Expenditures	$889
Parkland Dedication Fund - 275	
Revenue	$16,328
Growth Impact Fund - 276	
Revenue	$27,325
Development Services Fund - 277	
Revenue	$725
Housing Fund - 285	
Revenue	$141,590
Expenditures	$6,290,688
City Street Improvements Fund - 325	
Revenue	$5,200
Park Grants Fund - 327	
Revenue	$250
Sewer Enterprise Fund - 500	
Revenue	$83,400
Expense	$280,314
Plant Expansion Fund - 503	
Revenue	$13,400
Expense	-$7,531,117
Recognized Obligation Retirement Fund - 700	
Revenue	$37,323

PASSED AND ADOPTED this 21st day of May 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 **21st** day of **May, 2019.**

____

Heather Iopu, CMC
City Clerk

FY 2018-19 THIRD QUARTER FINANCIAL REPORT
AND BUDGET ADJUSTMENTS

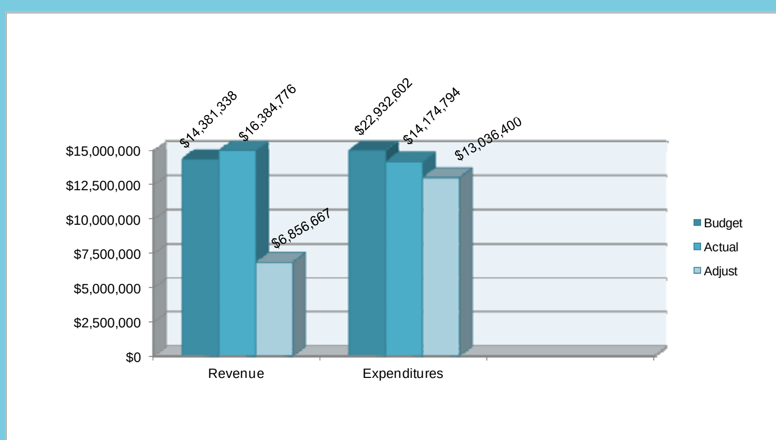
Background:

- The City Council adopts an annual operating budget by June 30th of each fiscal year, which is effective July 1st through June 30th.
- It is the City's policy to adopt a structurally balanced budget whereby current year expenditures are funded with current year revenue.
- Use of fund balance or non-recurring revenue can be used for one-time expenses.

Background:

- Adopted FY 2018-19 budget projects General Fund use of fund balance of -$8,551,264
- Revenue and expenditures should average 75% for the period
- General Fund revenues realized at 70% of projections
- General Fund expenditures realized at 62% of projections

General Fund Overview



Includes $8,988,316 from prior year surplus and one-time funding.

General Fund Revenue Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Property Tax	3,787,392	2,488,664	0	3,787,392
Sales Tax	3,685,921	2,750,991	264,979	3,950,900
Utility Users Tax	1,930,000	1,412,085	0	1,930,000
Other Taxes	3,270,834	2,225,184	94,200	3,365,034
Other Revenue	1,707,191	1,217,163	206,800	1,913,991
Transfers In	0	6,290,688	6,290,688	6,290,688
Total Revenue	**14,381,338**	**16,384,776**	**6,856,667**	**21,238,005**

General Fund Expenditures by Function Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Administration	11,975,830	7,379,404	13,010,000*	24,985,830
Public Safety	10,014,375	6,177,603	24,000*	10,038,375
Public Works	859,810	587,218	2,400	862,210
Comm. Dev.	82,587	30,569	0	82,587
Total Expenditures	**22,932,602**	**14,174,794**	**13,036,400**	**35,969,002**

*Includes use of prior year surplus for one-time uses.

Measure S 2006 Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Sales Tax	1,945,600	1,463,200	154,400	2,100,000
Other Revenue	13,000	16,615	9,500	22,500
Total Revenue	**1,958,600**	**1,479,815**	**163,900**	**2,122,500**
Finance Dept	0	59	1,628	1,628
Police Dept	1,785,974	933,585	-13,894	1,772,080
Fire Dept	846,606	419,145	0	846,606
Total Expenditures	**2,632,580**	**1,352,788**	**-12,266**	**2,620,314**

Measure S 2014 Revenue Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Sales Tax	1,945,600	1,616,723	154,400	2,100,000
Other Revenue	16,000	25,165	17,400	33,400
Total Revenue	**1,961,600**	**1,481,888**	**171,800**	**2,133,400**

Measure S 2014 Expenditures Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Administration	1,016,865	93,276	-1,628	1,015,237
Public Safety	430,469	231,017	0	430,469
Public Works	1,158,643	122,485		1,158,643
Total Expenditures	**2,605,977**	**446,779**	**-1,628**	**2,604,349**

Special Revenue Funds Revenue Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Gas Tax - 200	806,375	549,895	3,200	809,575
PSAF - 203	174,569	140,145	2,400	176,969
Police Grants - 204	320,000	20	120	320,120
Traffic Safety - 205	58,250	22,437	-21,750	36,500
SLESF - 206	100,000	149,936	49,747	149,747
Building & Planning-212	773,050	504,308	22,600	795,650
Refuse Mgmt - 213	61,060	50,796	6,000	67,060

Special Revenue Funds Revenue Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Solid Waste - 214	67,000	227,917	223,960	290,960
Measure J - 215	308,590	6,792	4,300	312,890
Asset Seizure - 225	1,564	3,992	2,861	4,425
Parkland Ded.-275	0	16,245	16,328	16,328
Growth Impact - 276	0	26,858	27,325	27,325
Development Svc-277	0	517	725	725
Total Revenue	**2,670,458**	**1,699,858**	**337,816**	**3,008,274**

Special Revenue Funds Expenditures Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Police Security - 202	0	29,222	13,894	13,894
Asset Seizure - 225	6,750	7,639	889	7,639
Total Expenditures	**6,750**	**36,861**	**14,783**	**21,533**

Housing Fund Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Interest & Invest.	35,000	121,810	101,800	136,800
Other Revenue	79,198	6,945	0	79,198
Loan Proceeds	116,810	154,393	39,790	156,600
Total Revenue	**231,008**	**283,148**	**141,590**	**372,598**
Expenditures:				
Community Dev.	202,136	6,427,686	6,290,688	6,492,824
Total Expenditures	**202,136**	**6,427,686**	**6,290,688**	**6,492,824**

Capital Funds Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
City Street Imp. - 325	200,000	205,183	5,200	205,200
Park Grants – 327	0	188	250	250
Total Revenue	**200,000**	**205,371**	**5,450**	**205,450**

Sewer Enterprise Fund Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Impact Fees	550	10,387	10,500	11,050
Sewer Charges	6,937,332	3,630,995	9,000	6,946,332
Interest & Invest.	50,000	73,178	63,250	113,250
Other Revenue	750	1,398	650	1,400
Total Revenue	**6,988,632**	**3,715,958**	**83,400**	**7,072,032**
Expense:				
Sewer	7,462,694	3,465,795	280,314	7,743,008
Total Expenses	**7,462,694**	**3,465,795**	**280,314**	**7,743,008**

Plant Expansion Fund Budget-to-Actual

	Adopted Budget	3rd Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Interest & Invest.	3,500	13,891	13,400	16,900
Reimbursements	6,367,678	4,649,591	0	6,367,678
Total Revenue	**6,371,178**	**4,663,482**	**13,400**	**6,384,578**
Expense:				
Sewer	7,545,667	14,007	-7,531,117	14,550
Total Expenses	**7,545,667**	**14,007**	**-7,531,117**	**14,550**

Recognized Obligation Ret. Fund Budget-to-Actual

	Adopted Budget	3^{rd} Qtr Actual	Budget Adjust	Updated Budget
Revenue:				
Property Tax	250,000	250,000	0	250,000
Interest & Invest.	0	14,540	20,000	20,000
Other Revenue	0	13,378	17,323	17,323
Total Revenue	**250,000**	**277,918**	**37,323**	**287,323**

FY 2018-19 3rd Quarter Budget Adjustments

General Fund - 100	
Revenue	$6,857,667
Expenditures	$13,036,400
Measure S 2006 Fund - 105	
Revenue	$163,900
Expenditures	-$12,266
Measure S 2014 Fund - 106	
Revenue	$171,800
Expenditures	-$1,628
Gas Tax Fund - 200	
Revenue	$3,200
Police Security Fund - 202	
Expenditures	$13,894

FY 2018-19 3rd Quarter Budget Adjustments

Public Safety Augmentation Fund - 203	
Revenue	$2,400
Police Grants Fund - 204	
Revenue	$120
Traffic Safety Fund - 205	
Revenue	-$21,750
Supplemental Law Enforcement Fund - 206	
Revenue	$49,747
Building & Planning Fund – 212	
Revenue	$22,600
Refuse Management Fund - 213	
Revenue	$6,000

FY 2018-19 3rd Quarter Budget Adjustments

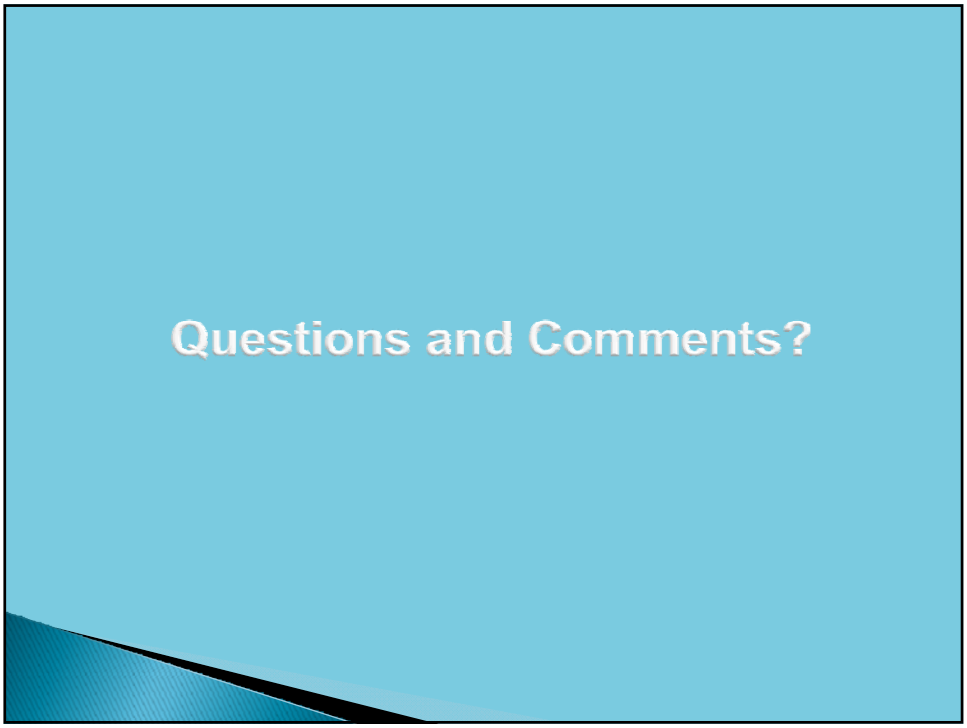
Solid Waste Fund - 214	
Revenue	$223,960
Measure J Fund - 215	
Revenue	$4,300
Asset Seizure Fund - 225	
Revenue	$2,861
Expenditures	$889
Parkland Dedication Fund - 275	
Revenue	$16,328
Growth Impact Fund - 276	
Revenue	$27,325
Development Services Fund - 277	
Revenue	$725

FY 2018-19 3rd Quarter Budget Adjustments

Housing Fund - 285	
Revenue	$141,590
Expenditures	$6,290,688
City Street Improvements Fund - 325	
Revenue	$5,200
Park Grants Fund - 327	
Revenue	$250
Sewer Enterprise Fund - 500	
Revenue	$83,400
Expense	$280,314

FY 2018-19 3rd Quarter Budget Adjustments

Plant Expansion Fund - 503	
Revenue	$13,400
Expenditures	-$7,531,117
Recognized Obligation Ret. Fund - 750	
Revenue	$37,323


Questions and Comments?

CITY COUNCIL REPORT

10B

DATE: MAY 21, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: CODE ENFORCEMENT OPERATION

RECOMMENDATION

It is recommended that the Council receive a report regarding the Code Enforcement Operation and provide direction to staff, as appropriate.

BACKGROUND

The Staff and City Council have heard for several years that Code Enforcement is a key priority for the Community. When the staffing reductions occurred in 2010/2011 the Code Enforcement staff was also reduced. Over the last 2-3 years we have been trying to address concerns about the appearance of the community, but we have only been able to respond on a complaint basis. We have not had a proactive Code Enforcement presence in many years. At this time, there is a staffing allocation of 0.5 Code Enforcement Officer. The other 0.5 time is allocated as a Building Inspector.

Currently the Code Enforcement function is housed in the Development Services Department, under the direction of the Planning Manager. There was a time when the operation was housed in the Police Department for several years. Prior to that it, was in the Development Services Department, so it has bounced around the organizational structure over time.

REVIEW & ANALYSIS

At this time I am recommending that the City Council evaluate the Code Enforcement function and make a few determinations:

1. Are we satisfied with continuing on a complaint driven/reactive service model or do we want to move to a proactive model?

2. If we want to move to a proactive service model, what staffing level do you want staff to pursue determining funding for?

3. What Department would you like Code Enforcement to be housed in?

Before considering these questions, let's take a step back and evaluate what Code Enforcement is, what we've been doing in this area for the last few years, what we would need to do to catch up on deferred activities, and what we would need to not only stay current with complaints received but also become proactive.

- ***What is Code Enforcement?***

The role of Code Enforcement is to preserve and enhance the quality of the community. This is done through investigating conditions and initiating procedures to abate violations of the Municipal Code. The Code has several areas. Those most relevant to Code Enforcement activities relate to zoning, housing, dangerous buildings, property maintenance, abandoned vehicles, trash, weeds, public nuisances, and the health, safety and welfare of the community.

The attached detailed report (Attachment A) has more specifics on some of the Codes of most interest as it relates to Code Enforcement.

- ***What has Pinole Code Enforcement Looked Like Recently?***

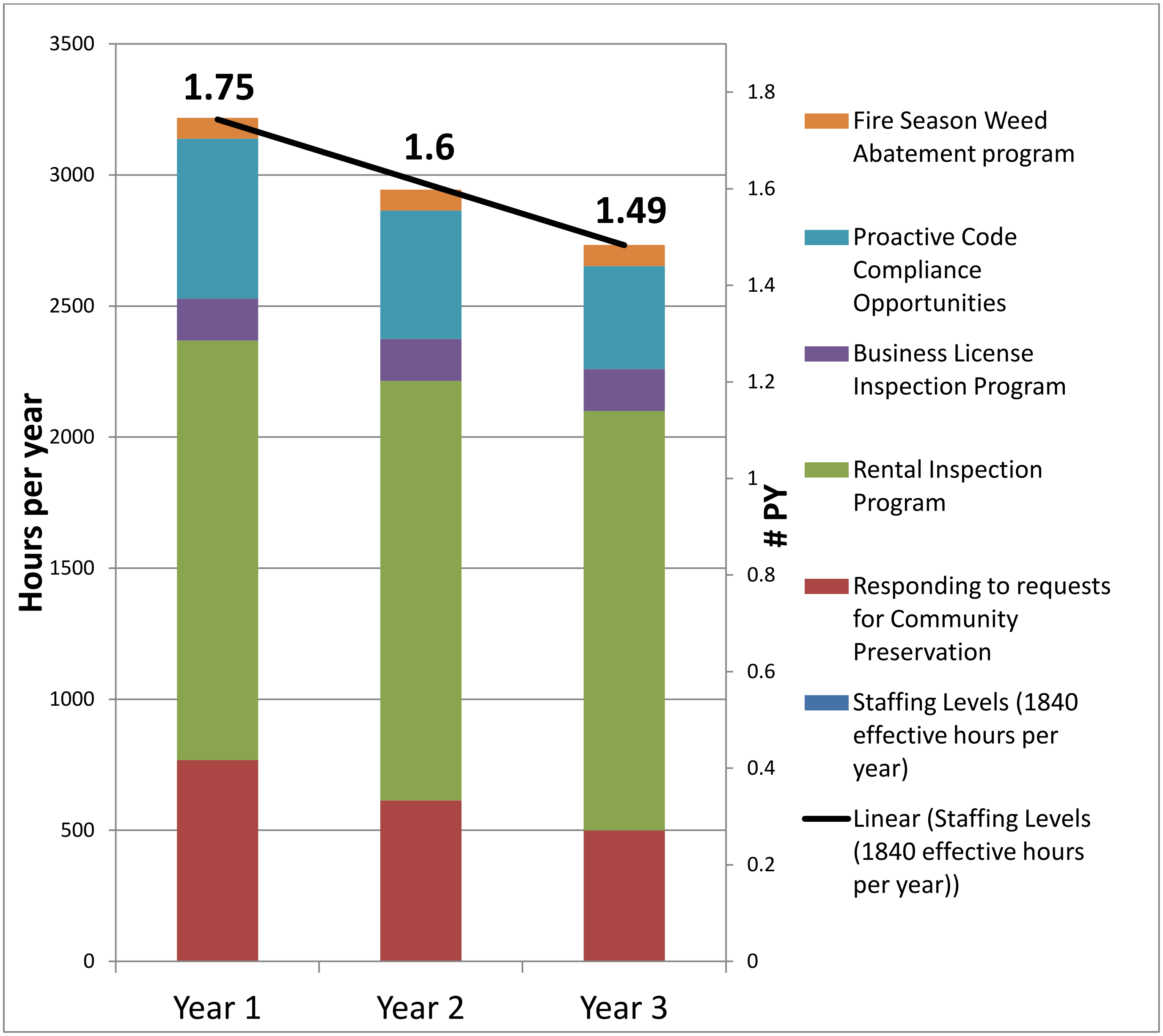
As stated earlier, at this time our Code Enforcement activities are done on a complaint-driven, reactive basis. We are staffed with a 0.5 FTE.

In terms of workload, the 3rd Quarter update from Development Services Director Tamara Miller is attached (Attachment C). As can be seen, the number of cases opened has hovered around 200 for calendar years 2017 and 2018. Through March 31, 2019 we have opened 26 cases. We currently have 42 cases classified as open.

- ***What Would We Need To Do To Catch Up On Deferred Activities?***

We would need to add up to 500 hours of staffing resources to be dedicated to catching up during the peak summer weed season and building season, and to manage prolonged cases. Catch up activities will also need to include writing policies and procedures for: case documentation; closing cases; the appeal process; abatement of physical property; placement of liens; and collection of liens.

The following table illustrates how a catch up provision may impact staffing levels.



We should expect to see an increase in Code Enforcement calls should the Council decide to proceed with a more proactive approach. Therefore, a short-term increase in staffing would be required to manage the interim increase in workload and the catch up tasks identified above. Similar to the approach we have already taken in the Fire Department with Fire Prevention Services in our 4-Year Plan.

- ***<u>What Would We Need To Not Only Stay Current With Complaints Received But Also Become Proactive?</u>***

At a staffing allocation of 0.5 FTE there is not enough time to engage in more proactive Code Enforcement activities, such as driving the community looking for violations like weeds, abandoned vehicles, graffiti, and other blighting conditions.

There would need to be a short-term boost in staffing to complete the catch-up duties outlined above, and then a long-term ongoing increase in allocated staffing resources (beyond our current 0.5 FTE) to maintain the enhanced service levels.

<u>Staff Needs for Service Enhancements in Development Services</u>

To move to a more proactive service model moving into the future the Development Services staffing model would need to be:

1 Full-time Code Enforcement Officer
1 Part-time Permit Technician (making the half-time full-time) for paperwork
1 Contracted Code Enforcement Officer for 1 year to “catch up”

<u>Staff Needs for Service Enhancements in Police</u>

The staffing model in the Police Department would need to be:

1 Full-time Code Enforcement Officer
1 Part-time Community Safety Specialist to assist with the required paperwork
1 Contracted Code Enforcement Officer for 1 year to “catch up”

As noted in the graph above, the Rental Inspection Program is a significant component of the Code Enforcement activities and as such will remain under the Code Enforcement umbrella wherever it is housed.

- ***<u>What Department Should House the Code Enforcement Activities?</u>***

As noted earlier, currently Code Enforcement is under the Development Services umbrella. In the past it has also been under the Police Department umbrella. There are pros and cons to each option.

Pros for Development Services	**Cons for Development Services**
Staff Familiar with Administering the Program and Software	Less Depth of Resources
Easier Coordination with Building	Less Coordination with Police/Fire
Perceived Gentler Approach	
Staffing as Recommended Would Provide Building with Staffing Back-up	
Pros for Police	**Cons for Police**
Currently More Resources	Perceived “Police” Approach
Possibility of Better Communication Across Departments	Staff Will Need to be Trained in Code Enforcement Process & Software
Strong Social Media Presence in the Community	
Potential Better Compliance Rates with Less Follow-up	
Allows for Dev Services Staff to Serve as Appeal Hearing Officer	

I did some quick research on where 21 cities, including Pinole, have their Code Enforcement activities allocated in their organizational structure. Most of the cities were in Contra Costa County, but a few were from Solano and Alameda Counties for a little variety. The summary of findings is attached (Attachment E), but in general most of the cities (11) have Code Enforcement assigned to Community Development/Development Services/Planning/Building. Two have their own departments/divisions. Two contract with the County. One has it in Fire, and five (5) have it in Police.

I have experienced Code Enforcement in both Community Development/ Development Services and Police. In my personal experience, I have found that it seemed to be most effective in the Police Department. I do not know if the authority of the Police Department elicits compliance, or if it is the fact that Police staff are well trained in handling case management. I do not have data from our Code Enforcement cases when it was housed in the Police Department. The staffing allocation was different at that time, so it would not be a fair comparison to our current situation. I do know that there was some concern expressed by community members regarding the approach when the function was in the Police Department. Should the Council wish to move the function back to the PD, the Chief and I are very clear that we would not take a "Police tactical" approach to Code Enforcement. The service would be a function of the Community Outreach Unit. There would not be uniformed staff. The "uniform" would be utility style (BDU) pants and a polo shirt with a Pinole Code Enforcement emblem, not a Pinole Police Department emblem. Of course, as is the case today, uniformed Police Officers would accompany Code Enforcement Officers in the event that there was a safety issue with a particular case. But Code Enforcement Officers would not be using their inspections as a tool for Police Officers to have a set of eyes on or in people's homes. I believe that was one of the main concerns in the past.

We can operate the function in either Development Services or Police. The ultimate decision point is the staffing model. With our current staffing model we can open about 200 cases per year, and perform about 600 inspections per year for those cases. Currently the Permit Technician in the Building Department aids in entering Code Enforcement cases for scheduling, as time allows. This staffing is in addition to other staffing that is involved with Code Enforcement as part of their primary function. Examples of those services include the Building Inspectors who routinely address Code Enforcement related to safe buildings; Police Officers who routinely address Code Enforcement for excessive noise, abandoned vehicles, illegal parking; our Fire Inspector who inspects properties for proper installation and maintenance of fire sprinkler systems, weed abatement, emergency exits, hazardous material storage, and proper placement and maintenance of fire extinguishers. As is outlined in the attached detailed report, Code Enforcement is and will always be an inter-departmental function, whether primarily housed in Development Services or Police.

FISCAL IMPACT

Should the Council direct staff to increase staffing there would be a fiscal impact, which is currently unbudgeted.

To fund the staffing model indicated regardless of where the function is housed, the initial total cost, including contract support, is anticipated to be around $400,000, which would require an additional funding allocation of approximately $259,000, as the current funding in Code Enforcement (budget division 465) is $141,000 annually. The funding source would have to be identified, but for FY 2019/20 it would most likely need to be a one-time use of Fund Balance from either the General Fund or Measure S 2014. In subsequent years the cost is expected to be approximately $240,000, which would need to be incorporated into the operating budget and balanced with current revenues. If the Rental Inspection Program is reactivated it would provide for revenue to offset the additional ongoing staffing costs.

There will not be time to include any direction received tonight in the FY 2019/20 draft budget. A future budget adjustment would need to be made, once a staffing plan is developed and approved.

SUMMARY

Let's return to the questions for Council consideration:

1. Are we satisfied with continuing on a complaint driven/reactive service model or do we want to move to a proactive model?

2. If we want to move to a proactive service model, what staffing level do you want staff to pursue determining funding for?

3. What Department would you like Code Enforcement to be housed in?

ATTACHMENTS

A. Detailed Report on Code Enforcement
B. Matrix of Code Priorities
C. Code Enforcement 3rd Quarter Report – May 7, 2019
D. Code Enforcement Officer Job Description
E. Code Enforcement Departments by Cities
F. PowerPoint Presentation

ATTACHMENT A

1. Define the Function

The City of Pinole is a general law city. Over the life of the City, the City has developed a robust Municipal Code. The City Council from time to time will adopt an ordinance which sets forth the contents of the Municipal Code. The purpose of the Municipal Code is to set forth ‘the rules’ of the community. Recently, the City Council has adopted ordinances to govern allowable noise levels, standards by which balconies must be maintained, restrictions on the sale of cannabis, and animal welfare.

The Pinole Municipal Code (PMC) is available to everyone online. The PMC is maintained online by American Legal Publishing Corporation and is searchable by key word. Each section of the Code shows the link to the action taken by Council. Additionally, the Code shows the consequences for violations of the Code. Some of the key codes are briefly outlined here for the purposes of understanding the enforcement activities of the City. Additionally, fines for violations will be addresses later when revenue for the Code Enforcement function is discussed.

1.1. PMC Title 5 Business Licenses and Regulation

The City of Pinole requires each and every business that derives revenue by working in Pinole to have a business license. The license must be renewed annually. The cost of the license varies and is detailed in the City’s master fee schedule. There is an initial penalty of $50, for failing to have a business license.

As part of the business license process, there is a site inspection of the business initially with some businesses required to undergo annual inspections by the Police, Fire, and Health Departments. There is an additional cost for inspections. Sometimes, depending on the business, several departments within the City will send an Inspector to the site of the business.

1.2. PMC Title 6 Animals

The City of Pinole limits the number of pets allowed in the City limits. The City has adopted by reference the County Animal Code as the City relies heavily on the assistance of Animal Control Officers at the County for enforcing this section of the PMC.

1.3. PMC Title 8 Health and Safety

The recently adopted trash capture requirement for commercial properties is located in Title 8.20. Drainage inlets which connect to the City’s collection and conveyance system must be outfitted with a trash capture device that prevents litter from making its way to Pinole Creek and or San Pablo Bay.

This section of the PMC contains the section on Community Preservation, Title 8.24. The Code defines nuisances that often seem to make the appearance of the neighborhood less than optimal. This is the area of Code Enforcement that is currently for Pinole, and typically in the industry, complaint driven. Although, community preservation code cases are initiated by City staff routinely, it is area residents who are vigilant, like a neighborhood watch, that call to let the City know that a property or a vehicle needs to be addressed for exact Code compliance. While we all seek to keep our properties well maintained and in good order, things can slip away from the owner or occupant from time to time. Often a gentle nudge from the City, or even directly from a caring and gentle neighbor, is all it takes to prompt that property owner to catch up with the chores of property maintenance.

The City has a rental property inspection program that is a proactive way to address this section of Code as well as providing safe housing. The PMC states that property owners or investors who rent properties in Pinole must first get a business license, second make the property available for an initial inspection, annually renew the business license, and every three years make the property available for reinspections.

1.4. PMC Title 9 Public Peace, Morals, and Welfare

Title 9 contains rules related to smoking. This area of Code is related to health and safety as many non- smokers are negatively impacted by the smoking of others. This is an active behavioral Code infraction. Meaning the person or persons must be caught in the act of smoking by an Enforcement Officer in order for the City to issue a defensible notice of violation. Infractions of this Code earn an immediate fine.

1.5. PMC Title 15 Building

This is the complex area of Code linked to building safety. The City already actively enforces the California Building Code through the building permit process. All building, with very minor exceptions, requires a building permit and routine and timely inspections. Most homeowners and contractors are aware of the need to comply with the Code and proactively seek compliance by applying for and then following the requirements of a building permit.

The City has budgeted for 1.5 Building Inspectors, 1.48 Permit Technicians, and a portion of the Planning Manager to fulfill the demand for this work.

There are a handful of people who knowingly skirt the permit process and if/when discovered must pay a penalty equal to the permit fee (doubling the cost of the permit) to have their project permitted. The real estate industry has supported the use of building permits over the years and unpermitted improvements are not favorably valued upon the resale of a property. As a result the number of willing violations is low. Additionally, licensed contractors are required by State Law to get permits for all work requiring a permit. This state law is enforced by the State Department of Consumer Affairs.

Some homeowners who are handy enough to self perform their improvement projects sometimes are naive to the requirements for a building permit. If/when an unpermitted project is discovered, it is ‘red tagged’ stopping construction until the homeowner gets a permit. There is a fine assessed prior to issuance of a permit. Once permitted, work can continue in accordance with the permit requirements with inspections schedules as appropriate.

Within the City’s Building Code section there is a subsection for green building code, fire code, and abatement of dangerous buildings.

1.6. PMC Title 17 Zoning Code

This Code section applies to the suitable use of property. The City has an adopted General Plan and Three Corridors Specific Plan that guides development so that we work toward a logical, useful, and pleasant community. We have staff trained to provide guidance as property owners and developers seek to sight new structures and/or businesses.

2. Program the Function with one or more City Departments or Divisions

As previously outlined briefly, the PMC is a diverse set of community rules that currently are enforced singularly or jointly by several departments. Primarily, codes are enforced by the Police Department, Development Services Department, and or Fire Department.

The table below describes the role of each department and specific tasks or functions related to their responsibilities within the organization. The top portion separates individual departments, the second portion describes collaborative efforts, and the final section describes combined inspections for all departments.

DS	PD	FD
Home-Based Businesses w/w-o permit	Litter	Weed Abatement
Trash/Debris	Vehicle Code	Fire Suppression Systems
Unsightly Weeds	Penal Code	Hazardous Waste
Construction w-o Permit	Noise	Hazmat Storage
Balcony Inspections	Abandoned Vehicles	
Illegal Discharge/Stormwater Capture	Parking Violations	
Building/Construction Codes		
DS/PD	**PD/FD**	**FD/DS**
Security Plan		
Parking Off Pavement		
DS/PD/FD		
Annual Inspections		
Lighting		

Rationale for the responsibility of enforcement of tasks above is founded in the specific roles assigned to each Department. Development Services is most suited to development related functions principally associated with land development and construction ordinances including but not limited to, zoning, subdivision, and building regulations. Police Departments traditionally regulate vehicle and penal code matters and other issues suitable to their ability to perform acceptable investigations such as vehicle licensing, and similar functions. The Fire department is more specific in Code Enforcement activities relative to specialized knowledge of matters like hazardous waste and chemicals, suppression systems, occupancy and more. Combined efforts primarily fall to Development Services and the Police Department collaborating on security plans and certain types of illegal parking, etc. All three departments collaborate in project review efforts and provide support to one-another for annual inspections and reporting.

Venn Diagram for visual representation of function location.

Primarily Police enforces action based infractions as they occur, Fire enforces fire prevention measures, and Development Services enforces property based infractions.

3. Determine Staffing Levels

Staffing for Code Enforcement can be complex to determine. Listed are several of the challenges to determining staffing levels:

- responsibilities are spread across multiple budget units
- volume of work varies
- enforcement for non-compliance is time consuming
- abatement of dangerous conditions requires the involvement of the courts and cost recovery

Currently, the City of Pinole has allocated 0.5 staff to Code Enforcement, Budget Unit 345. At this level we can open about 200 code cases per year and perform about 600 inspections per year for the code cases. Currently the single Permit Technician sourced in the Building Department aids in entering code cases for scheduling, as time allows. This staffing is in addition to other staffing that is involved with Code Enforcement as part of their primary function. Examples include the Building Inspectors who routinely address Code Enforcement related to safe buildings: Police Officers who routinely address Code Enforcement for excessive noise, abandoned vehicles, illegal parking, and speeding along with enforcing the criminal code and vehicle code of the State; our Fire Inspector who inspects properties for proper installation and maintenance of fire sprinkler systems, weed abatement, emergency exits, hazardous material storage, and proper placement and maintenance of fire extinguishers.

Oakland and Berkeley recently completed audit like studies of their Code Enforcement activities. These two communities are struggling to address homelessness and the increased code activity associated with new Municipal Codes for cannabis, smoking, RV parking, building health and safety, and community preservation. Additionally, they felt there was an increased need for transparency. Each City is using software to document work load, code outcomes, pending code cases, average time to complete and close a code case.

In both cities, the studies aided with census data made recommendations for staff levels. Berkeley is seeking to deploy 0.03 to 0.07 staff per 1000 residents. If the City of Pinole were to follow the same staff levels proportionate to the size of Pinole, staffing levels for primarily property related Code Enforcement activities would need to be from 0.6 to 1.4 staff members.

If we create an algorithm based of several assumptions, we can show that staffing levels need to be closer to 1.5 to 2.0 than the currently allocated 0.5 staff levels. The algorithm assumes the following:

- 80% of code cases take 1 hour to resolve
- 16% of code cases take 4 hours to resolve
- 2% of code cases take 8 hours to resolve
- 2% of code cases take 40 hours to resolve

This algorithm estimates that the average code case takes 2.4 hours to resolve. The following table shows the typical code case types and allocated time per type.

CODE ENFORCEMENT	HOURS PER ACTIVITY
Responding to requests for Community Preservation	2.4
Rental Inspection Program	2
Business License Inspection Program	2
Proactive Code Compliance Opportunities	2.4
Fire Season Weed Abatement program	1

The following table estimates the number of each typical code case. While the table shows a set amount of cases it is assumed not to include most vehicle and parking related cases or animal control related cases.

CODE ENFORCEMENT	ACTIVITIES PER YEAR
Responding to requests for Community Preservation	320
Rental Inspection Program	800
Business License Inspection Program	80
Proactive Code Compliance Opportunities	250
Fire Season weed abatement program	80

Staffing level to achieve this level of activity is shown below.

ACTIVITY	HOURS
Responding to requests for Community Preservation	768
Rental Inspection Program	1600
Business License Inspection Program	160
Proactive Code Compliance Opportunities	610
Fire Season Weed Abatement program	80
Annual Hours	3218
Staffing Levels (1840 effective hours per year)	1.75 FTE

4. Determine Revenue Generating Potential

Another algorithm estimates that the average code case takes in $22 in revenue, based on the assumption that so many cases are resolved quickly and voluntarily.

- 80% of code cases take 1 hour to resolve with no revenue generated
- 16% of code cases take 4 hours to resolve with no revenue generated
- 2% of code cases take 8 hours to resolve with $100 per case revenue generated
- 2% of code cases take 40 hours to resolve with $1000 per case revenue generated

The following table shows the revenue projections.

	Activities/Year	Revenue	
Responding to requests for Community Preservation	320	$22 on average	$ 7,040
Rental Inspection Program	800	$189/$100 for 4th unit plus	$ 115,600
Business License Inspection Program	80	$50 each	$ 4,000
Proactive Code Compliance Opportunities	250	$22 on average	$ 5,500
Fire Season weed abatement program	80	$0	$ -
			$ 132,140

5. Prioritize efforts

It is recommended that a matrix be developed to aid in the prioritization of code cases. It will help schedule the most consequential cases first as well as demand a more rapid resolution for the cases related to health and safety. A sample or preliminary matrix is attached which follows essentially the following prioritization.

- 5.1.1. Health and safety
  - 5.1.1.1. Proactive – Rental Inspection Program
  - 5.1.1.2. Reactive – unsafe housing/balconies
- 5.1.2. Quality of Life
- 5.1.3. Proactive

5.1.3.1. Scheduled/Appointment
5.1.3.2. Routine
5.1.3.3. Seasonal
5.1.4. Reactive

There will always need to be a plan to address and schedule the work associated with reactive Code Enforcement cases. They will be scheduled in accordance with the decision matrix made for proactive Code Enforcement. Staff resources should be allocated to match priority status.

6. Rental Inspection Program

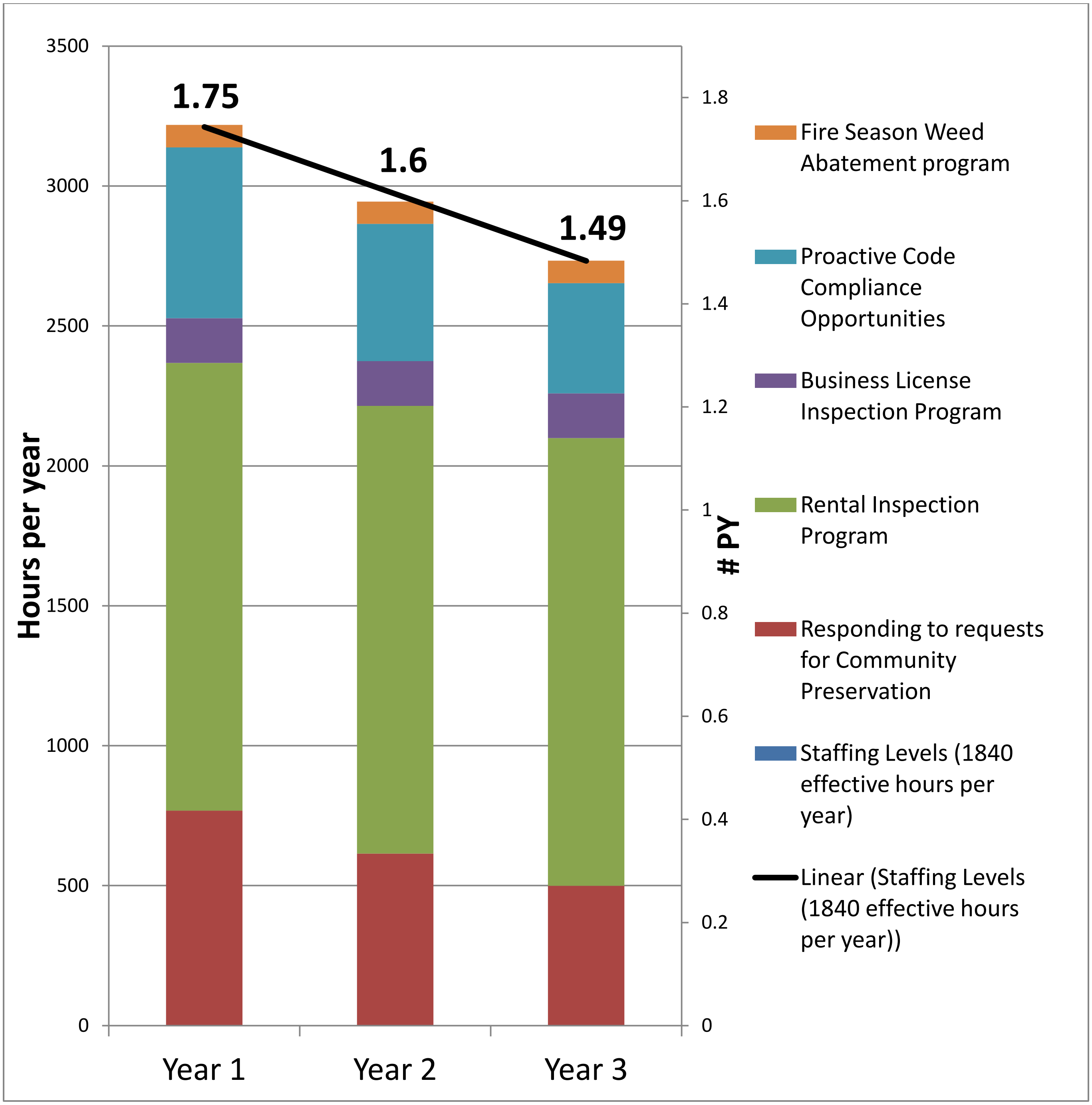
The Rental Inspection Program should be the cornerstone of the Code Enforcement division. A robust Rental Inspection Program can serve to set the expectations more fluidly than a reactionary Code Enforcement program. Owners and occupants every three years, as per the PMC, will participate in a site inspection designed to ensure safe housing. The City has not had adequate resources to carry out the Rental Inspection Program in the past years. We have inspected some of the larger multi-family unit as they have undergone restoration and improvement. This is an area that we need to catch up in. But the programming of the estimated 2400 rental units should be spread evenly over the next three years for work load leveling. We do need to review the rental stock listing we have available to determine the exact status of the program and to complete the list of non owner occupied housing.

This is also the area of revenue potential as each inspection generates $189 per unit, one to three units, and $100 per unit for the fourth unit and above. The fee must be correlated to the actual cost of providing the services, but it would offset the staff costs.

7. Catch up Provisions

If desired it is recommended that up to 500 hours of staffing resources be dedicated to catching up during the peak summer weed season and building season. This will help get the City on track for its Code Enforcement program. The following table illustrates how a catch up provision may impact staffing levels.

Catch up may also include writing policies and procedures for case documentation, closing cases, appeal process, abatement of physical property, placement of liens, and collection of liens.


3500
3000
2500
2000
1500
1000
500
0
Hours per year
1.75
1.6
1.49
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
PY
Year 1
Year 2
Year 3
Fire Season Weed Abatement program
Proactive Code Compliance Opportunities
Business License Inspection Program
Rental Inspection Program
Responding to requests for Community Preservation
Staffing Levels (1840 effective hours per year)
Linear (Staffing Levels (1840 effective hours per year))

Development Services Department - Code Enforcement Inspection Priorities

LEVEL 1	LEVEL 2	LEVEL 3
Things that can cause immediate irreparable harm to life and property.	Regulated Activities (activities that require a permit or other approval) that are currently happening without	Other activities
Building and Fire / Life Safety:	**Building and Fire / Life Safety:**	**Other Activities:**
• Dangerous Building • Dangerous conditions within a building • Use or flammable or combustibles in a building • Use of open flames • Inadequate exits • High density uses like a bar, restaurant or other locked or chained exit doors • Persons living in buildings without water and sewer • Open, vacant buildings	• Construction without required permits (conditions that do not raise to the level of an imminent hazard) • Festivals, fairs, carnivals, propane tank installations, fuel dispensing • Moving manufactured homes on property without a permit • Temporary businesses	• No business license • Too many animals on property • Livestock areas too close to adjacent residences • Illegally Placed Signs • Abandoned Vehicles • Accumulations of Trash • Public Nuisance Inquiries
Critical Area Destruction:	**Critical Areas / Environmental:**	
• Filling in wetlands • Altering a creek • Dumping illegal materials into a creek or the bay • Heavy machinery on the shoreline or in the creek	• Removing / moving critical area signs • Site work without a Grading Permit • Removing trees without a permit • Moving into a business without getting the Certificate of Occupancy or Revised Certificate of Occupancy	
Environmental Hazards:	**Zoning:**	
• Land moving- partial landslides, sinkholes • Running water undermining foundations • Mold and/or other interior environmental concerns • Hazardous waste spill or leakage	• Unapproved land use / Violation of the zoning code occurring • Accessory Dwelling Unit / Accessory Living Quarters without permits • Bed and Breakfast without permits	
Inspection must be scheduled within 3 business days of initiation. In some cases immediate follow up is necessary.	Inspection must be scheduled within 10 business days from case initiation	Inspection should be scheduled within 14 business days from case initiation as resources allow

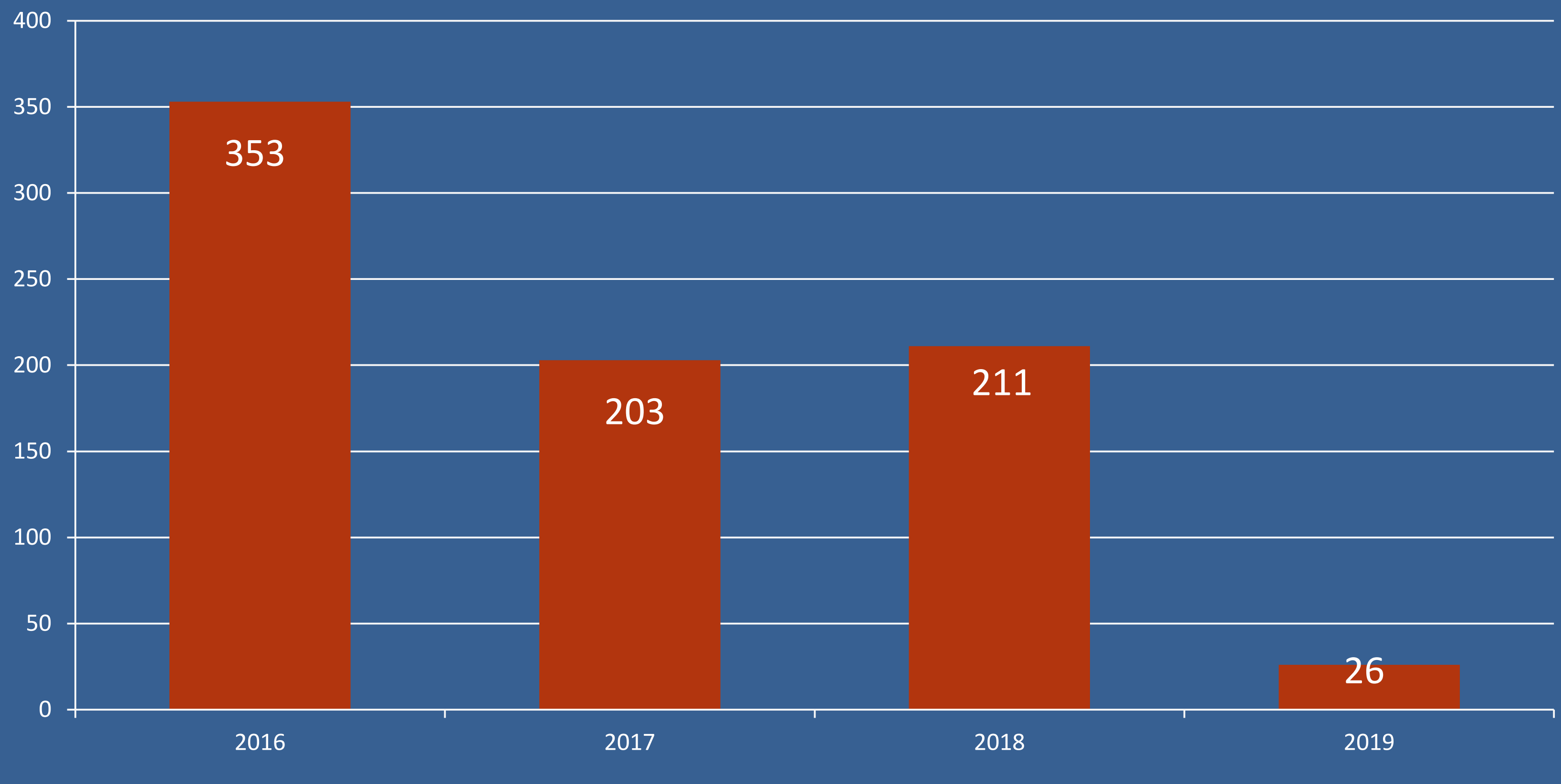
To Report Code Enforcement Complaints, please call (510) 724·9018 or email code@ci.plnole.ca.us

Code Enforcement Activities
3nd Quarter FY18/19

Tamara Miller, Development Services Director/
City Engineer

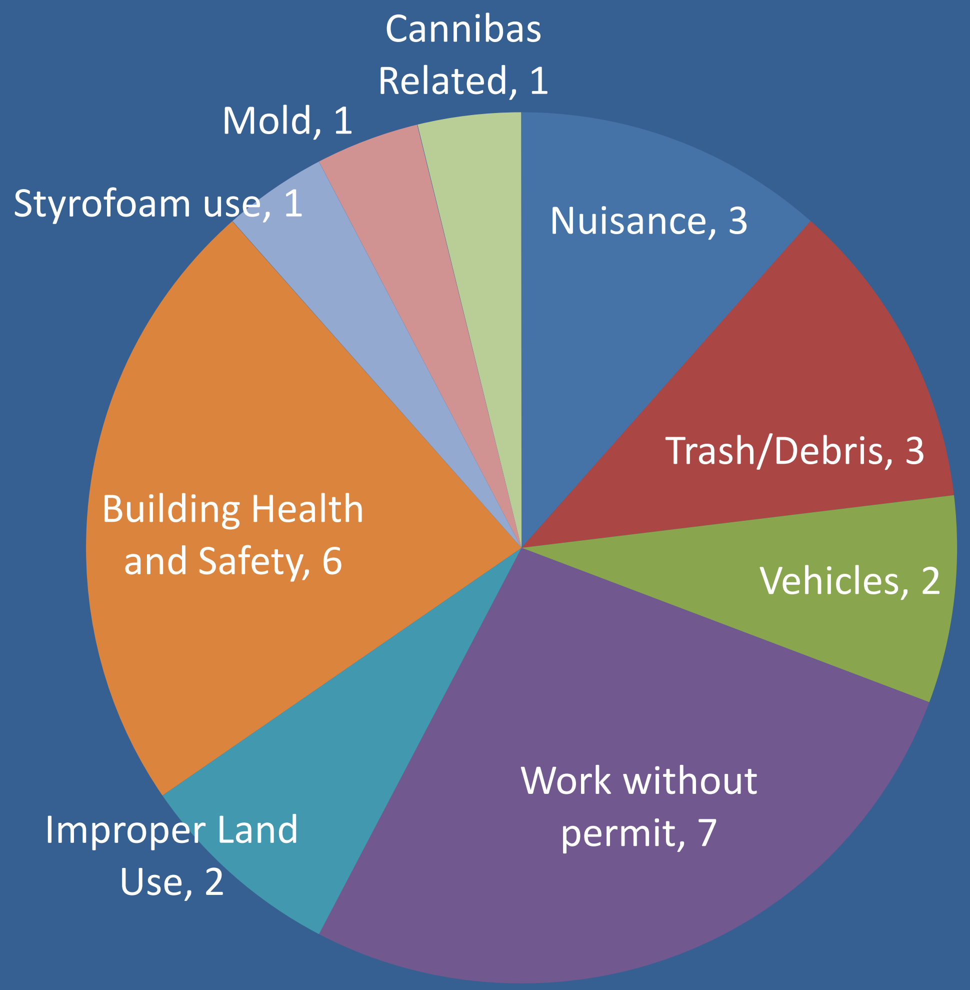
May 7, 2019

Community Preservation

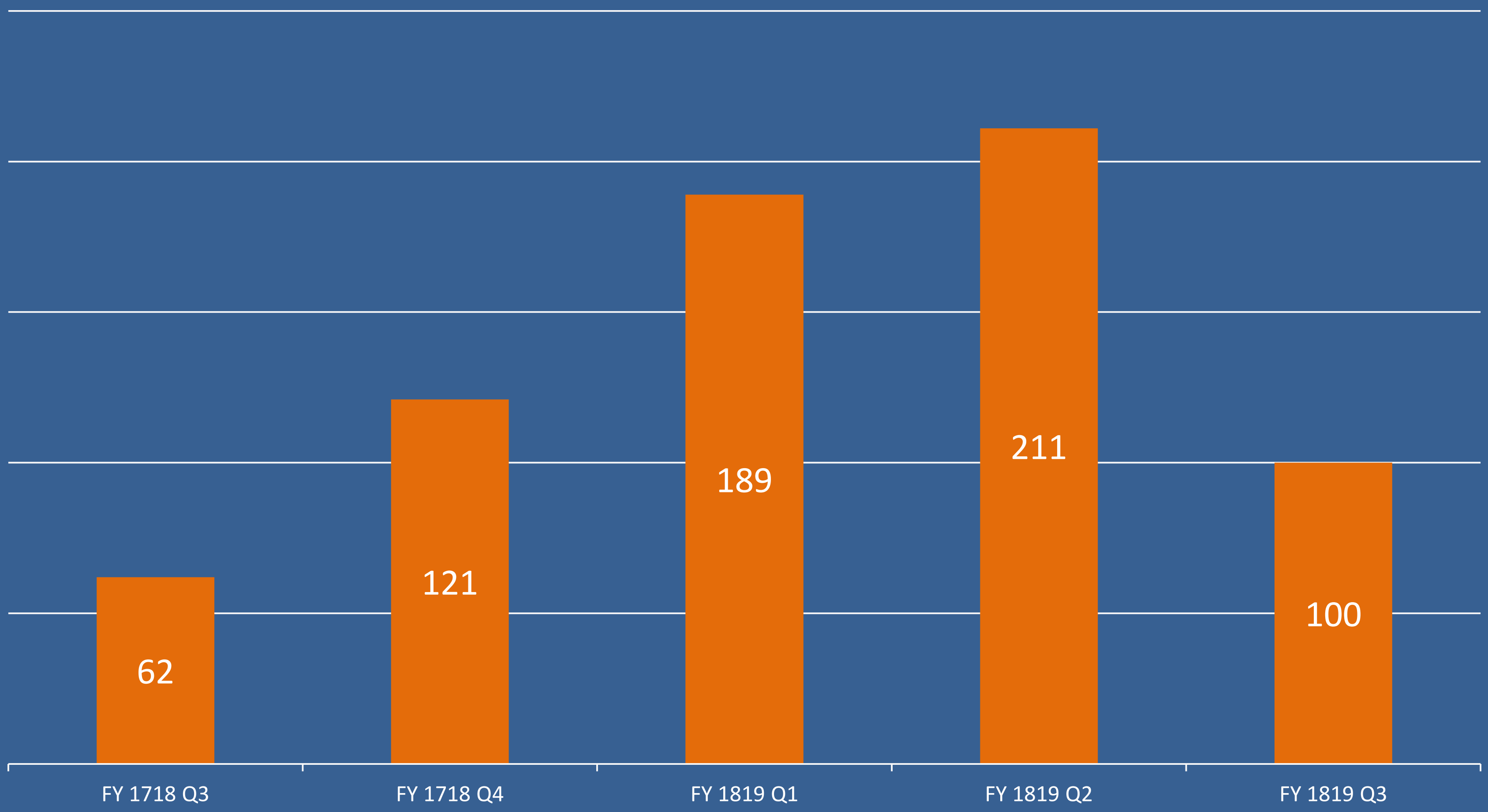


26 cases were initiated in the last quarter

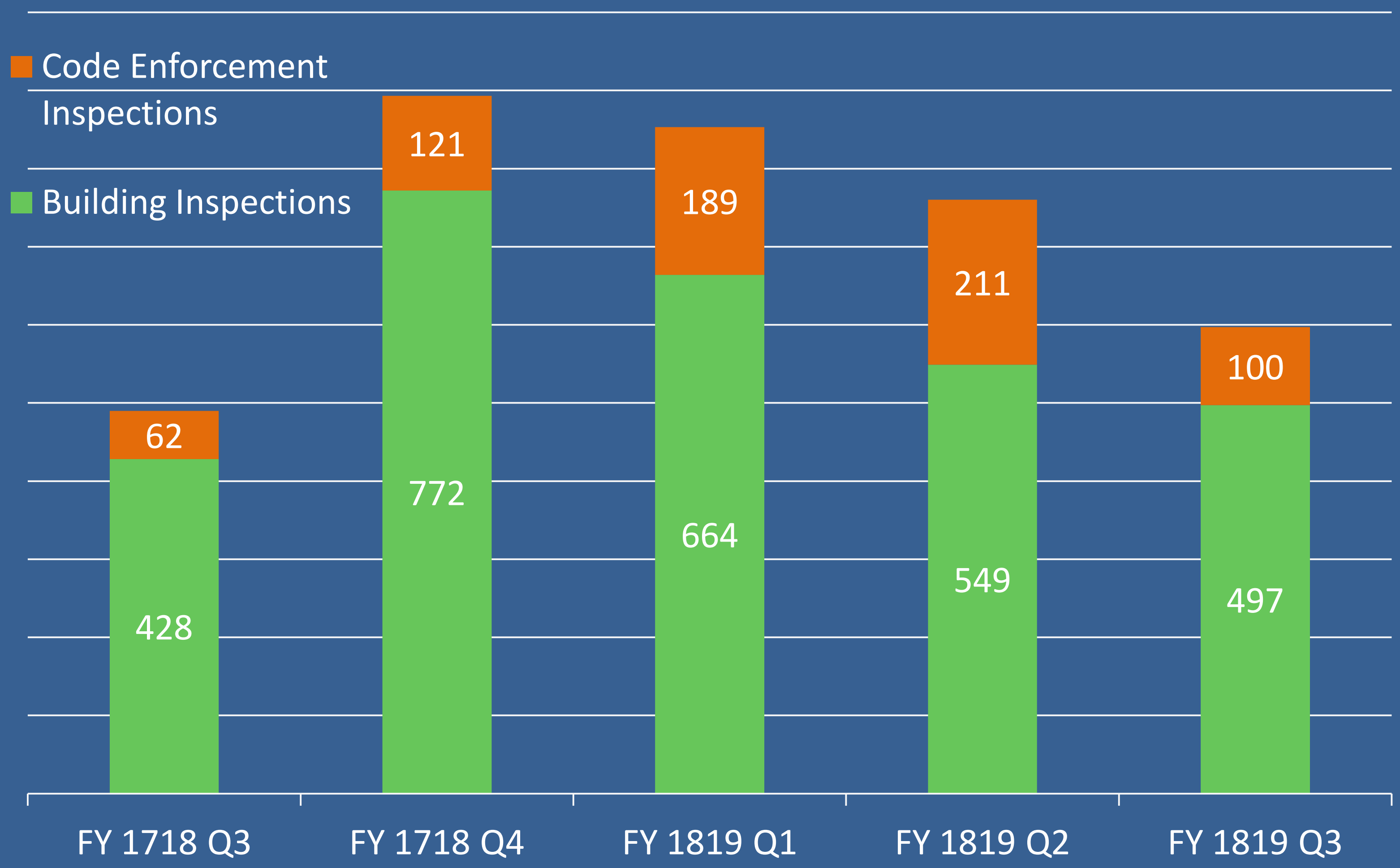
Community Preservation Recent Code Cases



Code Enforcement Inspections



Field Inspections



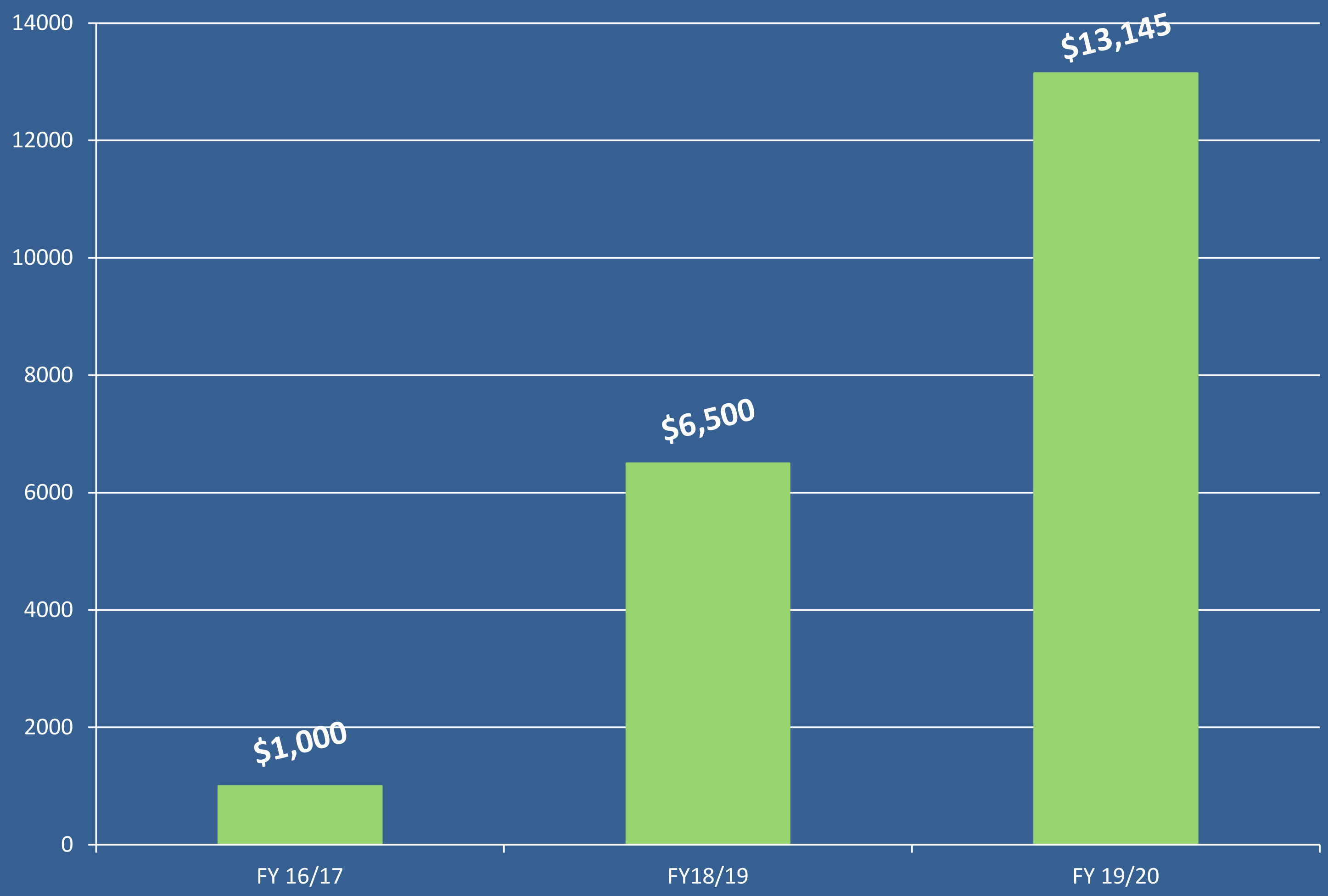
Code Enforcement

- As of today we have 42 cases showing as active in our system
  - 3 initiated in FY 16/17
  - 6 initiated in FY 17/18
  - 33 initiated in FY 18/19
    - 6 from Q1
    - 6 from Q2
    - 12 from Q3
    - 9 from Q4

Code Enforcement

- We follow a neighborly approach initially
- We record everything in our software

REVENUE


14000
12000
10000
8000
6000
4000
2000
0
$1,000
$6,500
$13,145
FY 16/17
FY18/19
FY 19/20

Code Enforcement

- Questions

CITY OF PINOLE **June 2006**

CODE ENFORCEMENT OFFICER

DEFINITION

To investigate conditions and initiate procedures to abate violations of zoning, housing, dangerous buildings and property maintenance and ordinances regulating abandoned vehicles, trash, weeds, public nuisances and health, safety and welfare of the community. A wide variety of technical preventative work is conducted on a daily basis.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the City Planner. No supervision is exercised over others.

EXAMPLES OF DUTIES (Illustrative Only)

Depending upon assignment, duties may include but are not limited to:

- Enforce a variety of occupancy, public nuisance, zoning and land use regulations such as those for commercial stores, contractors, subcontractors, residences and commercial establishments.
- Investigate citizen and staff complaints and suspected violations of City Codes, ordinances and regulations including health, safety, zoning, and public nuisance, and initiate appropriate remedial action.
- Work jointly with other departments, as directed, to investigate, regulate and enforce all relevant codes and coordinated code enforcement activities.
- Meet with citizens, building inspectors and other knowledgeable persons to identify properties, which are in violation of City ordinances.
- Identify abandoned vehicles not on the street and enforce related ordinances.
- Respond to public requests for information and explain violations.
- Issue letters to property owners notifying them of violations.
- When appropriate, affix notices of violation on property to abate fire and public safety hazards and public nuisances.
- Conduct follow-up inspections to ensure compliance with applicable codes and ordinances.
- Participate in conducting surveys and studies by gathering, compiling, tabulating and reporting data.
- Write chronologies and citation narratives.
- Write citations when warranted.
- Collect and safeguard evidence to be presented in court.
- Serve as a witness and be prepared to testify in court hearings relating to code compliance and nuisance abatement.
- Perform related duties as assigned.
- Attend City Council, Planning Commission, and Development Review board meeting if necessary.

QUALIFICATIONS

Knowledge of*:*

- General characteristics of zoning, health, safety, public nuisance and business license codes to ensure compliance with the codes and regulations enforceable by the City. Must have working knowledge of safety regulations pertaining to the work environment and equipment.
- Investigative techniques useful in inspecting residential, business, health, safety and welfare activities to ensure compliance with code and ordinance requirements, including the Vehicle Code.
- Simple research and statistical methods; modern office practices, procedures, equipment and telephone usage.
- Also should be fluent in the oral and written use of the English language, including spelling and punctuation.
- Computer applications related to the work.

Skill in:

- Learning, understanding, and consistently applying complex laws, codes, regulations and ordinances, including city ordinances, that pertain to code enforcement, as well as the principles, practices and methods of code violation investigation and enforcement.
- Interpreting and explaining codes, regulations and City ordinances with firmness, tact and impartiality to developers, engineers, architects, property owners, occupants and the public and applying this knowledge to specific work problems. Enforcing provisions of the Pinole Municipal Code in a polite yet firm approach.
- Using tact, initiative and independent judgment within established procedural and legal guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Communicating clearly and concisely, both orally and in writing.
- Preparing clear and concise reports, correspondence, citations and other written materials.
- Maintaining accurate records and files.
- Learning geography of the City, including location and layout of streets.
- Following oral and written instructions, as well as coordinating multiple concurrent projects.
- Learning various software applications that relate to a personal computer.
- Working without immediate supervision.

Education and Experience:

A high school diploma or General Education Degree (GED) equivalent, supplemented by special courses in Government, Police Science, Law or a related field. Must possess an Arrest Course 832 Penal Code Certificate or obtain within six months of hire date.
Three years of responsible experience in public contact work, preferably in Code or Law Enforcement. Must also possess a valid California Drivers License with a satisfactory driving record.

Working Conditions:

Work is performed indoors and outdoors. Work requires frequent travel throughout the City by use of an automobile or truck, and may require some travel to sites out of the City. Must possess sufficient mobility to drive to and from sites, frequently get in and out of the vehicle, and walk to and around inspection sites and structures.

Work may be performed on uneven slopes, as well as slippery and unpaved surfaces. Working conditions may also include working in tight and confined spaces under cramped conditions or in unprotected heights or below ground level. May be exposed to electrical and mechanical equipment; weather, temperature and humidity variations; excessive loud noises; fumes, odors, dust, smoke, solvents, grease, oil, or gases; or moving machinery. Hard hat required.

Some of the work is performed in an office setting requiring the ability to sit while using the telephone, conducting review and analysis of projects, plans, and specifications, answering questions, speaking and typing. Also included may be some travel and attendance at meetings, including some that are conducted off-site and/or in the evening. Work hours may include alternative work schedules, irregular hours, weekends, evenings and holidays.

Equipment, Methods & Guidelines:

Uses Federal, State, and local municipal regulations, policies and procedures. Also included are record keeping, telephone, facsimile machine, personal computer and associated software, printer, calculator, copy machine, and various other resource materials.

Physical Demands:

The work emphasizes speech, hearing, and vision (including that color vision is necessary for accurately interpreting visual displays), as well as the ability to understand and carry out oral and written instruction. The work requires the ability to bend, squat, kneel, twist, turn and reach These actions occur on a daily basis while performing inspections.

Must possess the ability to ascend, stand, and descend from ladders and in confined spaces while conducting daily duties. Also included is the ability to walk, sit, stand, stoop, reach, and climb frequently while performing inspections. Must have the mental capacity to effectively interact and communicate with others and make sound judgments in stressful situations.

Employees must possess the ability to lift and move objects weighing up to 35 pounds as necessary. May also be exposed to loud noise levels. Must be able to drive and ride in vehicles for extended periods of time.

Code Enforcement Assigned Departments by City	
City	**Department**
Antioch	Community Development
Benicia	Fire
Brentwood	Community Development
Clayton	Community Development
Concord	Police
Danville	Development Services
El Cerrito	Community Development
Fairfield	Police
Hercules	Contract with CCC
Lafayette	Code Enforcement
Martinez	Building
Moraga	Contract with CCC
Oakley	Code Enforcement
Orinda	Planning
Pinole	Development Services
Pittsburg	Police
Pleasant Hill	Planning
Pleasanton	Community Development
San Pablo	Police
San Ramon	Community Development
Vallejo	Police
Summary	
Building	1
Code Enforcement	2
Community Development	6
Contract with CCC	2
Development Services	2
Fire	1
Planning	2
Police	5
	21

ATTACHMENT F

CODE ENFORCEMENT OPERATION

May 21, 2019

Council Considerations

- Are we satisfied with continuing on a complaint driven/reactive service model or do we want to move to a proactive model?

- If we want to move to a proactive service model, what staffing level do you want staff to pursue determining funding for?

- What Department would you like Code Enforcement to be housed in?

What is Code Enforcement?

The role of Code Enforcement is to preserve and enhance the quality of the community. This is done through investigating conditions and initiating procedures to abate violations of the Municipal Code. The Codes most relevant to Code Enforcement activities relate to zoning, housing, dangerous buildings, property maintenance, abandoned vehicles, trash, weeds, public nuisances, and the health, safety and welfare of the community.

What has Pinole Code Enforcement Looked Like Recently?

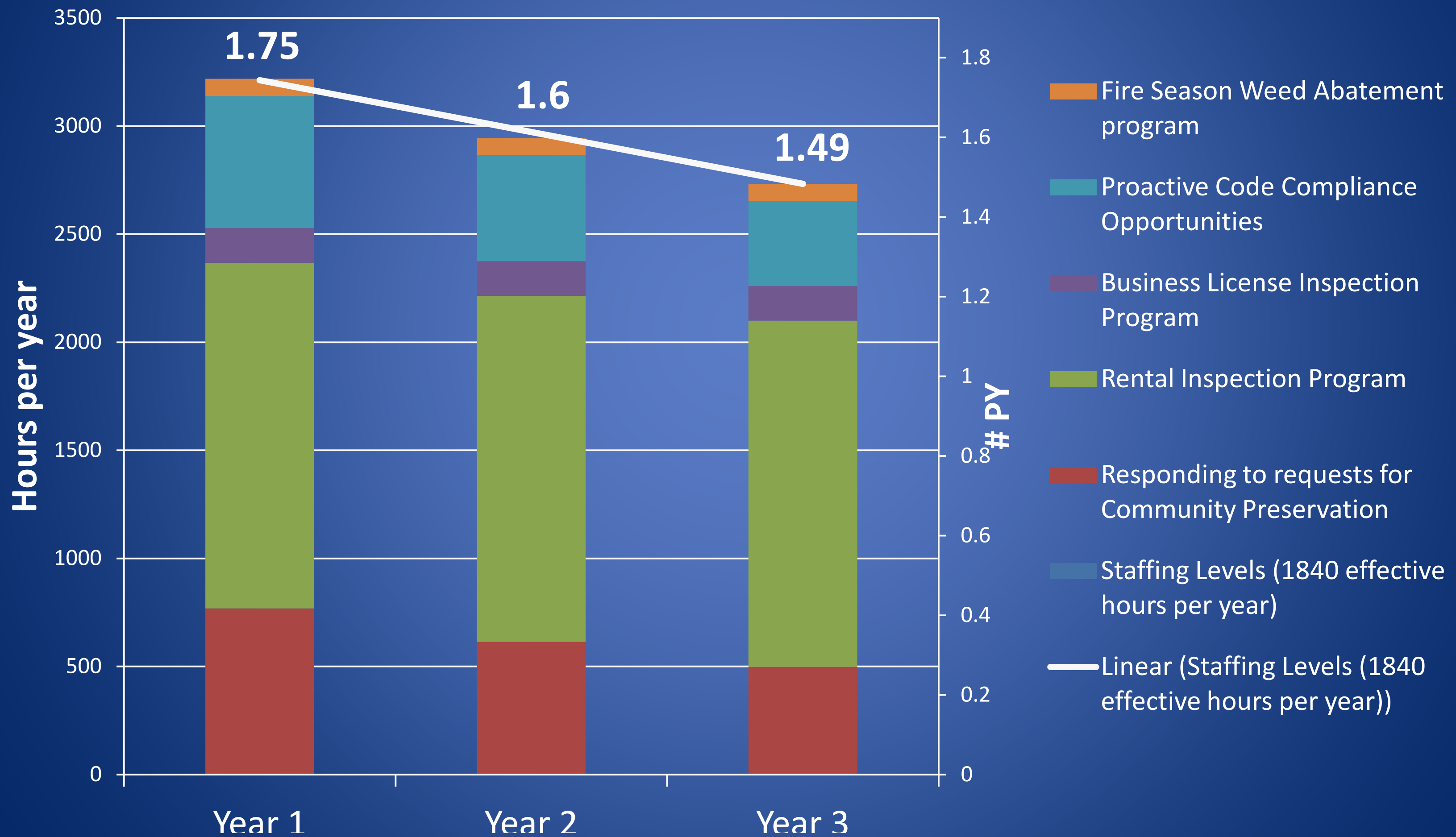
Code Enforcement activities are done on a complaint-driven, reactive basis with a 0.5 FTE.

The number of cases opened has hovered around 200 for calendar years 2017 and 2018.   Through March 31, 2019 we have opened 26 cases. We currently have 42 cases classified as open.

What Would We Need to Catch Up?

We would need to add up to 500 hours of staffing resources to be dedicated to catching up during the peak summer weed season and building season, and to manage prolonged cases. Catch up activities will also need to include writing policies and procedures for: case documentation; closing cases; the appeal process; abatement of physical property; placement of liens; and collection of liens.

Staffing Needs



We should expect to see an increase in Code Enforcement calls should the Council decide to proceed with a more proactive approach. Therefore, a short-term increase in staffing would be required to manage the interim increase in workload and the catch up tasks identified. Similar to the approach we have already taken in the Fire Department with Fire Prevention Services in our 4-Year Plan.

What Do We Need to Become Proactive?

There would need to be a short-term boost in staffing to complete the catch-up duties outlined above, and then a long-term ongoing increase in allocated staffing resources (beyond our current 0.5 FTE) to maintain the enhanced service levels.

In either Dev Services or PD, there would need to be 1 full-time Code Enforcement Officer, 1 part-time support staff, and supplemental contract inspection support (1st year).

What Department Should House Code Enforcement?

Pros for Development Services	**Cons for Development Services**
Staff Familiar with Administering the Program and Software	Less Depth of Resources
Easier Coordination with Building	Less Coordination with Police/Fire
Perceived Gentler Approach	
Staffing as Recommended Would Provide Building with Staffing Back-up	

What Department Should House Code Enforcement?

Pros for Police	Cons for Police
Currently More Resources	Perceived “Police” Approach
Possibility of Better Communication Across Departments	Staff Will Need to be Trained in Code Enforcement Process & Software
Strong Social Media Presence in the Community	
Potential Better Compliance Rates with Less Follow-up	
Allows for Dev Services Staff to Serve as Appeal Hearing Officer	

Where Do Other Cities House Code Enforcement?

Of 21 cities researched in Contra Costa, Alameda and Solano counties:

11 are in Comm Dev/Building/Planning

5 are in Police

2 contract with the County

2 are independent divisions/departments

1 is in the Fire Dept

Code Enforcement can be successful wherever it is housed. The key is how we define success and that we staff the function accordingly. Regardless of the home Department, it will always be an inter-department activity as illustrated below:

What About the Rental Inspection Program?

The Rental Inspection Program is a significant component of the Code Enforcement activities and as such will remain under the Code Enforcement umbrella wherever it is housed.

Fiscal Impacts

- Currently budgeted at $141,000 annually
- Proactive recommended staffing model & contract support in FY 2019/20 = $400,000
  - One-time use of General Fund or MS 2014 fund balance?
- FY 2020/21 and beyond = @ $240,000
  - Additional cost must be incorporated into operating budget and balanced with current revenue. Rental Inspection increases revenue.

Comments from Development Services Director Tamara Miller

and

Police Chief Neil Gang

Council Considerations

- Are we satisfied with continuing on a complaint driven/reactive service model or do we want to move to a proactive model?
- If we want to move to a proactive service model, what staffing level do you want staff to pursue determining funding for?
- What Department would you like Code Enforcement to be housed in?