PINOLE CITY COUNCIL
AGENDA

TUESDAY
MARCH 17, 2020

6:00 P.M.

2131 Pear Street, Pinole, California

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

CORONA VIRUS DISEASE (COVID-19) ADVISORY

https://cchealth.org/coronavirus/pdf/COVID-19-Interim-Guidance-for-Social-Distancing.pdf

Contra Costa County Health Department has advised against gatherings of more than 50 people to help slow the spread of COVID019 and has recommended non-necessary meetings be cancelled.

As a precaution to protect both staff and our constituents, and to ensure the meeting follows the county recommendation to not hold meetings in excess of 50 people, this meeting **will be limited to attendance of the first 40 members of the public to arrive.**

The City is asking members of the public to follow the California Department of Health's Guidance on Mass Gatherings when deciding whether to attend this meeting. If you are sick or identify yourself as being "higher risk" based on the following, please watch the meeting from home:

1) Adults over age 50
2) People with underlying medical problems, including cardiovascular disease, diabetes, cancer, chronic lung disease, or immunosuppression

How to watch the meeting from home:

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

Public Comment: The public is **strongly** encouraged to submit comments in writing. All comments received by **4:30PM on Tuesday March 17, 2020** will be provided to the City Council at the dais and considered before Council action. Comments can be submitted by e-mail to hiopu@ci.pinole.ca.us or in person at City Hall, 2nd Floor reception.

For those who choose to attend the meeting, you may 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

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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Gov. Code § 54957
Title: City Clerk

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. Proclaiming March 7th Arbor Day – Pinole Garden Club

B. Presentations / Recognitions

7. CONSENT CALENDAR

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

A. Approve the Minutes of the Meeting of February 25th, 2020.

B. Receive the February 29, 2020 – March 13, 2020 List of Warrants in the Amount of $488,193.18 and the March 6, 2020 Payroll in the Amount of $434,213.29

C. Housing Successor Annual Report For Fiscal Year 2018-19 **[Action: Receive and File Report (H. De La Rosa)]**

D. Adopt A Resolution To Accept And File A Notice Of Completion For The Fernandez Park Restroom Building Replacement Project **[Action: Adopt Resolution 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. Approve An Amendment To The Professional Services Agreement With Michael Baker International To Extend The Term **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**

B. Revised Five-Year Forecast **[Action: Receive and File Report (A.Miller)]**

C. Provide Staff Direction On A Fourth Of July Fireworks Show **[Action: Discuss and Provide Direction (H. De La Rosa)**

10. NEW BUSINESS

A.

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 April 7, 2020 In Remembrance of Amber Swartz.

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

POSTED: March 12, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

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CITY COUNCIL SPECIAL MEETING
MINUTES
February 25, 2020

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 Swearingen called the Regular Meeting of the City Council to order **6:04** p.m. and led the Pledge of Allegiance.

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

A. <u>COUNCILMEMBERS PRESENT</u>

Roy Swearingen, Mayor
Norma Martinez-Rubin, Mayor Pro Tem
Peter Murray, Councilmember
Vincent Salimi, Councilmember
Anthony Tave, Councilmember, arrived at 6:12 p.m.

B. <u>STAFF PRESENT</u>
Andrew Murray, City Manager
Hector De La Rosa, Assistant City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Neil Gang, Police Chief
Chris Wynkoop, Fire Chief
Andrea Miller, Finance Director

City Clerk Iopu announced the agenda was posted on February 20, 2020 at 4:00 p.m. All legally required notice was provided.

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

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

The following speaker addressed the City Council:

<u>Rafael Menis</u>, spoke regarding the Coronavirus and announced that the CDC is asking local officials to take precautions with regard to the spread of the virus.

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4. WORKSHOP ITEM

A. Provide Direction On Propose Charter Measure & Real Property Transfer Tax **[Action: Discuss and Provide Direction, per Staff Recommendation (Casher)]**

Assistant City Attorney Mog presented the staff report. Discussed the history of the issue as it came before the Council.

City Manager Murray provided the City's current financial situation and budget outlook to provide financial context to the discussion.

Assistant City Attorney Mog reviewed the process of becoming a Charter City. Provided timelines for different stages of the steps necessary to put a charter on the ballot for the November 2020 election.

Council members asked questions.

City Manager Murray and Finance Director Miller addressed the questions of Council.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, made comments regarding the financial details of the report. Stated that the City is not paying our safety personnel adequately.

Allen Faria, resident of Pinole, made comments in opposition of becoming a Charter City. Stated that home prices will escalate.

Maureen Toms, resident of Pinole, asked whether we are asking one question or two on the ballot measure. Asked for clarification on the timeline.

Debbie Long, resident of Pinole, made comments in opposition of becoming a Charter City. Stated that fees will increase on home sales. Expressed concern regarding the negative effect that additional taxes will have on seniors.

David Ruport, resident of Pinole, spoke regarding the need to look for additional revenue sources. Spoke in support of becoming a Charter City.

Ivette Ricco, resident of Pinole, spoke in support of becoming a Charter City. Stated that the City needs the additional sources of revenue.

Stacy McPhonson, resident of Pinole, stated that she is uncomfortable with a small group of people being able to change the laws and expressed concern regarding becoming a Charter City.

Bob Kopp, resident of Pinole, spoke against becoming a Charter City.

Irma Ruport, resident of Pinole, spoke in support of the Charter and the implementation of higher property transfer tax for increased revenue to the City.

City Treasurer Long made comments regarding details of the financial presentation.

Assistant City Attorney Mog responded to public questions.

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Council members held discussion regarding the decision.

ACTION: Motion by Council Member Salimi/Tave to Become a Charter City

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

Council held continued discussion.

ACTION: Motion by Council Member Tave/Salimi to direct staff to work towards becoming a Charter City, providing that the Charter includes a Real Property Transfer Tax provision, only

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

Council held discussion regarding whether or not to retain a polling consultant to assist the City with gathering information on the public opinion regarding a Charter City ballot measure.

ACTION: Motion by Council Member Tave/Salimi to direct staff to retain a pollster with a contract amount not to exceed $25K

Vote:	**Passed**	**4-1**
	Ayes:	**Martinez-Rubin, Murray, Salimi, Tave**
	Noes:	**Swearingen**
	Abstain:	**None**
	Absent:	**None**

Council held discussion regarding whether or not to retain a communications consultant to assist the City with communications and public engagement regarding a Charter City ballot measure.

ACTION: Motion by Council Member Martinez-Rubin/Salimi to direct staff to retain a consultant for communications and public engagement related to a Charter City ballot measure.

Vote:	**Passed**	**3-1**
	Ayes:	**Martinez-Rubin, Salimi, Tave**
	Noes:	**Swearingen**
	Abstain:	**Murray**
	Absent:	**None**

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Council asked staff to provide a timeline of next steps. Staff will retain consultants, gather information and bring it back to Council at a scheduled or special meeting in next two months.

5. **ADJOURNMENT** to the Regular City Council Meeting of March 3, 2020 In Remembrance of Amber Swartz.

At 9:49 p.m,., Mayor Swearingen adjourned to the Regular City Council Meeting of March 3, 2020 In Remembrance of Amber Swartz

Submitted by:

Heather Iopu, CMC
City Clerk

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City of Pinole, CA

WARRANT LISTING

By Vendor Name

Payment Dates 02/29/2020 - 03/13/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909-01F	93384	03/06/2020	212-20340	PINOLE SQUARE PLANNING	13,110.00
J36810	93384	03/06/2020	100-231-42101	FIRE INSPECTIONS JAN 1-31, 2020	15,960.00
				Vendor 4LE00 - 4LEAF, INC. Total:	**29,070.00**
Vendor: ACM07 - ACME PACIFIC REPAIRS, INC.					
73840	93385	03/06/2020	100-231-42108	REPAIRS/PARTS- FIRE	812.00
				Vendor ACM07 - ACME PACIFIC REPAIRS, INC. Total:	**812.00**
Vendor: EUG00 - ALEX EUGENIO					
30320	93422	03/13/2020	209-552-43804	ST. PATRICK'S DAY LUNCHEON ENTERTAINMENT	150.00
				Vendor EUG00 - ALEX EUGENIO Total:	**150.00**
Vendor: ALL14 - ALLSTAR FIRE EQUIPMENT, INC.					
221780	93386	03/06/2020	100-231-42107	REPAIR LABOR- FIRE	100.00
221907	93423	03/13/2020	100-231-42107	SUPPLIES- FIRE	573.56
				Vendor ALL14 - ALLSTAR FIRE EQUIPMENT, INC. Total:	**673.56**
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378UC	93387	03/06/2020	100-231-43101	SERVICE FROM 3/01- 3/31/20	26.44
				Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:	**26.44**
Vendor: ROD01 - ANNETTE RODRIGUEZ					
30420	93424	03/13/2020	209-552-43802	EXERCISE CLASSES SENIOR CENTER	405.00
				Vendor ROD01 - ANNETTE RODRIGUEZ Total:	**405.00**
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
704779205	93425	03/13/2020	209-552-43804	KITCHEN SUPPLIES- SC	199.62
704779206	93425	03/13/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704789373	93425	03/13/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704789374	93425	03/13/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704789378	93425	03/13/2020	100-221-44410	SAFETY CLOTHING- POLICE	4.51
704799544	93425	03/13/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704799545	93425	03/13/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704809749	93425	03/13/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704809750	93425	03/13/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704809754	93425	03/13/2020	100-221-44410	SAFETY CLOTHING- POLICE	4.51
997527	93425	03/13/2020	100-221-44410	FINANCE CHARGE	0.07
FEB 28 2020-4714	93425	03/13/2020	100-343-44410	MONTHLY STATEMENT-VEHICLE MAINTENANCE	13.27
FEB 28 20-3900	93425	03/13/2020	100-231-44410	MONTHLY STATEMENT- FIRE	229.72
FEB 28 20-4719	93425	03/13/2020	500-641-44410	MONTHLY STATEMENT- WPCP	1,265.25
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	**3,365.98**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
71455	93388	03/06/2020	100-345-42108	PRIMUS KEY- PW	131.10
FC 7539	93426	03/13/2020	100-345-42108	FINANCE CHARGE	5.00
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**136.10**
Vendor: ATT01 - AT&T					
000014357574	93427	03/13/2020	525-118-43101	9350BAN CABLE SERVICES IT-1/20-2/19/20	1,191.27
287274105793X02282020	93429	03/13/2020	215-341-43101	1-80 MOBILITY PROJECT JAN 21-FEB 20 20	77.22
287277095767X02282020	93429	03/13/2020	215-341-43101	1-80 MOBILITY PROJECT JAN 21-FEB 20 20	77.22

WARRA Return to Agenda

Payment Dates: 02/29/2020 - 03/13/2020

Payable	Number	Payment Date	Account Number	Description (Payable)	Amount
FEB 08 20-2820	93428	03/13/2020	525-118-43101	TINY TOTS SOLAR 2/9-3/8/20	62.75
				Vendor ATT01 - AT&T Total:	**1,408.46**
Vendor: BAY01 - BAY AREA AIR QUALITY					
4GU29	93430	03/13/2020	500-641-44304	PERMITS TO OPERATE TO APRIL 01 2021	14,567.00
				Vendor BAY01 - BAY AREA AIR QUALITY Total:	**14,567.00**
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001243293	93431	03/13/2020	212-461-42514	CLASSIFIED ADVERTISING	175.50
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	**175.50**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5924775	93432	03/13/2020	209-552-43804	DAILY LUCH PROGRAM- SC	820.08
5929172	93432	03/13/2020	209-552-43804	DAILY LUCH PROGRAM- SC	1,257.71
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**2,077.79**
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
15094	93389	03/06/2020	209-557-42108	WINTER POOL SERVICE	220.00
15139	93389	03/06/2020	209-557-42108	WINTER POOL SERVICE	220.00
				Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:	**440.00**
Vendor: BOA02 - BOARD OF BARBERING & COSMETOLOGY					
30520	93433	03/13/2020	209-552-43803	SALON ESTABLISHMENT RENEWAL NOTICE	40.00
				Vendor BOA02 - BOARD OF BARBERING & COSMETOLOGY Total:	**40.00**
Vendor: CAL04 - CALCON SYSTEMS,INC.					
46264	93390	03/06/2020	500-641-42107	SERVICE CALLS- TP	1,950.00
				Vendor CAL04 - CALCON SYSTEMS,INC. Total:	**1,950.00**
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
MARCH 2020	93391	03/06/2020	100-231-41008	LONG TERM DISABILITY PLAN	295.00
				Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:	**295.00**
Vendor: CAL97 - CALIFORNIA BUILDING STANDARDS COMMISION					
30320	93392	03/06/2020	212-462-34211	BLDG STDS ADM SPECIAL REVOLV FUND OCT - DEC 31 19	149.40
30320-02	93392	03/06/2020	212-462-34211	BLDG STDS ADM SPECIAL REVOLV FUND APR - JUN 30 19	223.74
30320-03	93392	03/06/2020	212-462-34211	BLDG STDS ADM SPECIAL REVOLV FUND JUL - SEP 30 19	213.30
				Vendor CAL97 - CALIFORNIA BUILDING STANDARDS COMMISION Total:	**586.44**
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000015966816	93434	03/13/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 674	86,881.75
100000015966827	93434	03/13/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 675	94,233.76
100000015966833	93434	03/13/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 25716	153.20
100000015966843	93434	03/13/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 25717	267.55
100000015966851	93434	03/13/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 27205	194.74
				Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:	**181,731.00**
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
607591	93435	03/13/2020	500-641-44305	LAB SUPPIES- TP	1,616.95
				Vendor CAL01 - CALTEST ANALYTICAL LAB Total:	**1,616.95**
Vendor: CCP03 - CCP INDUSTRIES					
IN02480221	93436	03/13/2020	500-641-44305	LAB SUPPLIES- TP	98.51
IN02480407	93436	03/13/2020	500-641-44305	LAB SUPPLIES- TP	120.35
				Vendor CCP03 - CCP INDUSTRIES Total:	**218.86**

Payabl… Number		Payment Date	Account Number	Description (Payable)	Amount
Vendor: CIT08 - CITY MECHANICAL, INC					
62803	93393	03/06/2020	209-558-42108	LABOR SERVICE- MEMORIAL HALL	422.37
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**422.37**
Vendor: 1190 - CITY OF BERKELEY					
31220	93437	03/13/2020	106-231-42301	OCT/DEC PAST DUE AND FEB PAYMENT ACADEMY RECRUITS	9,208.62
				Vendor 1190 - CITY OF BERKELEY Total:	**9,208.62**
Vendor: CON16 - CITY OF CONCORD					
82895	93438	03/13/2020	209-552-43804	MARCH 2020 NEWSLETTER SENIOR CENTER	269.74
83261	93438	03/13/2020	100-117-42201	PRINTING SERVICES	571.77
				Vendor CON16 - CITY OF CONCORD Total:	**841.51**
Vendor: PIT03 - CITY OF PITTSBURG					
31120	93439	03/13/2020	100-221-42301	FEES TO ATTEND GORDON GRAHAM TRAINING	297.00
				Vendor PIT03 - CITY OF PITTSBURG Total:	**297.00**
Vendor: COM20 - COMCAST					
FEB 09 20-3131	93394	03/06/2020	100-231-43105	COMCAST BUSINESS CABLE 2/14- 3/13/20	5.33
FEB 14 20-8658	93394	03/06/2020	100-231-43105	COMCAST BUSINESS CABLE 2/19- 3/18/20	54.42
				Vendor COM20 - COMCAST Total:	**59.75**
Vendor: CON93 - CONCORD UNIFORMS LLC					
16512	93395	03/06/2020	722-20431	EXPLORERS SAFETY CLOTHING- PD	151.00
				Vendor CON93 - CONCORD UNIFORMS LLC Total:	**151.00**
Vendor: 1668 - DELTA SIGMA THETA					
30420	93440	03/13/2020	209-20308	PSC MAIN HALL RENTAL 2/29/20 DEPOSIT REFUND	340.00
				Vendor 1668 - DELTA SIGMA THETA Total:	**340.00**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83470534	93441	03/13/2020	500-10601	DIESEL FOR CORP YARD	292.03
83478375	93441	03/13/2020	100-10601	GASOLINE FOR CORP YARD	2,212.33
83485649	93441	03/13/2020	100-10601	GASOLINE FOR CORP YARD	1,544.71
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**4,049.07**
Vendor: DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL					
FEB 2020	93442	03/13/2020	209-552-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF FEBRUARY	148.74
				Vendor DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL Total:	**148.74**
Vendor: DOL01 - DOLAN'S LUMBER					
FEB 29 20	93443	03/13/2020	100-222-42108	MONTHLY STMT FULL PAYMENT	70.29
FEB 29 20	93443	03/13/2020	100-231-42108	MONTHLY STMT FULL PAYMENT	137.90
FEB 29 20	93443	03/13/2020	100-231-42108	MONTHLY STMT FULL PAYMENT	510.14
FEB 29 20	93443	03/13/2020	100-345-42108	MONTHLY STMT FULL PAYMENT	24.27
FEB 29 20	93443	03/13/2020	500-642-42108	MONTHLY STMT FULL PAYMENT	26.01
				Vendor DOL01 - DOLAN'S LUMBER Total:	**768.61**
Vendor: EBM01 - EBMUD					
13648-22820	93444	03/13/2020	100-343-43102	2161 Plum St--Parking Lot Irrigation	79.24
26819-22820	93444	03/13/2020	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	146.22

WARRA Return to Agenda

Payable	Number	Payment Date	Account Number	Description (Payable)	Amount
31771-22820	93444	03/13/2020	100-343-43102	2691 APPALOOSA TRAIL-IRRIGATION USE ONLY	146.22
31774-22820	93444	03/13/2020	100-343-43102	3001 Simas Ave--Irrigation Use Only	79.24
31775-22820	93444	03/13/2020	100-343-43102	3061 Simas Ave--Irrigation Use Only	79.24
32187-22820	93444	03/13/2020	100-343-43102	2601 Charles St--Irrigation Use Only	52.46
32364-22020	93396	03/06/2020	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	101.76
32606-22020	93396	03/06/2020	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	96.46
34462-21920	93396	03/06/2020	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	52.46
35748-22020	93396	03/06/2020	209-553-43102	2454 SIMAS AVE-TINY TOTS	12.20
35748-22020	93396	03/06/2020	209-557-43102	2454 SIMAS AVE-TINY TOTS	394.50
40499-22820	93444	03/13/2020	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	52.46
40787-22820	93444	03/13/2020	201-343-43102	2361 San Pablo Ave--Irrigation Use Only	52.46
43547-22620	93444	03/13/2020	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	69.35
53826-22520	93444	03/13/2020	310-348-47202	2677 Pinole Valley Rd--Irrigation Use Only	52.46
54167-22820	93444	03/13/2020	100-345-43102	1600 Primrose Lane--Irrigation Use Only	79.24
54181-22020	93396	03/06/2020	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	142.54
54182-22020	93396	03/06/2020	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	272.32
64589-22820	93444	03/13/2020	100-345-43102	659 Tennent Ave--Parks & Gardens--Blackies Storage	52.46
65168-22820	93444	03/13/2020	201-343-43102	2100 San Pablo Ave--Irrigation Use Only	52.46
65190-22820	93444	03/13/2020	201-343-43102	813 Fernandez Ave--Irrigation Use Only	52.46
65553-22820	93444	03/13/2020	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	79.24
65922-22820	93444	03/13/2020	100-343-43102	636 Tennent Ave--Irrigation Use Only	52.46
66529-22820	93444	03/13/2020	100-345-43102	656 Pinole Shores Dr--Irrigation Use Only	79.24
66532-22820	93444	03/13/2020	100-343-43102	901 Pinole Shores Dr--Irrigation Use Only	79.24
66535-22820	93444	03/13/2020	100-343-43102	1001 Pinole Shores Dr--Irrigation Use Only	79.24
66640-22820	93444	03/13/2020	100-343-43102	726 San Pablo Ave--Irrigation Use Only	79.24
66641-22820	93444	03/13/2020	100-343-43102	880 San Pablo Ave--Irrigation Use Only	79.24
66642-228020	93444	03/13/2020	100-343-43102	1400 San Pablo Ave--Irrigation Use Only	79.24
66643-22820	93444	03/13/2020	100-343-43102	2000 San Pablo Ave--Irrigation Use Only	79.24
71919-22820	93444	03/13/2020	100-343-43102	2329 Orleans Dr--Irrigation Use Only	52.46
87765-22020	93396	03/06/2020	100-345-43102	2520 APPIAN WAY-IRRIGATION USE ONLY	226.54
88057-228020	93444	03/13/2020	100-343-43102	1960 Sarah Dr--Irrigation Use Only	226.54
88506-22020	93396	03/06/2020	100-345-43102	1470 FITZGERALD DR-IRRIGATION USE ONLY	146.22
				Vendor EBM01 - EBMUD Total:	**3,456.35**

Payable	Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1511 - ECIVIS, INC					
INV102454	93397	03/06/2020	100-115-42510	DEVELOP COST ALLOCATION PLAN/INDIRECT COSTS	3,307.50
				Vendor 1511 - ECIVIS, INC Total:	**3,307.50**
Vendor: ECO05 - ECOLAB					
6254237969	93446	03/13/2020	209-552-43811	KITCHEN CLEANING SUPPIES- SC	501.99
				Vendor ECO05 - ECOLAB Total:	**501.99**
Vendor: 1807 - ECO-PRO ENERGUY					
22520	93398	03/06/2020	212-461-34113	REFUND FOR WITHDRAWN PERMIT	15.60
22520	93398	03/06/2020	212-462-33212	REFUND FOR WITHDRAWN PERMIT	94.93
				Vendor 1807 - ECO-PRO ENERGUY Total:	**110.53**
Vendor: 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES					
927716	93447	03/13/2020	500-641-44305	SUPPLIES- TP	651.42
				Vendor 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES Total:	**651.42**
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2001	93448	03/13/2020	100-222-42101	ALCOHOL/DRUG TESTING SERVICES	920.00
				Vendor FOR02 - FORENSIC SERVICES DIVISION Total:	**920.00**
Vendor: GAL02 - GALLS, LLC					
015144752	93449	03/13/2020	100-231-42514	SUPPLIES- FIRE	331.71
				Vendor GAL02 - GALLS, LLC Total:	**331.71**
Vendor: GLO08 - GLOBALSTAR					
1000000011004283	93450	03/13/2020	525-118-43101	MONTHLY CHARGES- Includes January	230.64
				Vendor GLO08 - GLOBALSTAR Total:	**230.64**
Vendor: GRA03 - GRAINGER					
9439035313	93451	03/13/2020	500-641-42107	SUPPLIES- TP	230.80
				Vendor GRA03 - GRAINGER Total:	**230.80**
Vendor: KEN14 - GREG KENNEDY RN					
80	93399	03/06/2020	100-231-42101	FEB EMS CQI DUTIES- FIRE	2,000.00
				Vendor KEN14 - GREG KENNEDY RN Total:	**2,000.00**
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9848448337	93452	03/13/2020	525-118-43101	PHONE/MONITORS JAN 16- FEB 15 20	4,550.80
				Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:	**4,550.80**
Vendor: HIL03 - HILLTOP FORD					
FOCS327963	93453	03/13/2020	100-221-42107	VEHICLE MAINTENANCE- PD	189.95
				Vendor HIL03 - HILLTOP FORD Total:	**189.95**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
PINOLE(07-036)	93400	03/06/2020	100-115-42101	RECOVERY Q3/2019 DIRECT ALLOCATION PERIOD FEES	617.21
				Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:	**617.21**
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
FEB 21 20	93401	03/06/2020	100-222-42108	MONTHLY SMT PAYMENT	734.62
FEB 21 20	93401	03/06/2020	100-343-42108	MONTHLY SMT PAYMENT	1,251.31
FEB 21 20	93401	03/06/2020	100-345-42108	MONTHLY SMT PAYMENT	171.70
FEB 21 20	93401	03/06/2020	106-345-47203	MONTHLY SMT PAYMENT	300.00
FEB 21 20	93401	03/06/2020	209-554-42108	MONTHLY SMT PAYMENT	39.41
FEB 21 20	93401	03/06/2020	209-557-42108	MONTHLY SMT PAYMENT	194.90
FEB 21 20	93401	03/06/2020	209-558-42108	MONTHLY SMT PAYMENT	61.79
FEB 21 20	93401	03/06/2020	500-641-42107	MONTHLY SMT PAYMENT	902.58
FEB 21 20	93401	03/06/2020	500-642-42514	MONTHLY SMT PAYMENT	77.20
				Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:	**3,733.51**

Payabl	Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: HOR05 - HORIZON					
1R257328	93454	03/13/2020	275-345-47203	PARTS- PW	217.30
1R257379	93454	03/13/2020	275-345-47203	SUPPLIS- PW	553.40
				Vendor HOR05 - HORIZON Total:	**770.70**
Vendor: 1812 - IE, INC.					
31120	93455	03/13/2020	212-462-42502	REFUND OF OVERPAYMENT FOR PERMIT MP20-0015	100.00
				Vendor 1812 - IE, INC. Total:	**100.00**
Vendor: IED02 - IEDA, INC.					
22921	93456	03/13/2020	100-116-42101	LABOR RELATIONS CONSULTING 3/01-3/31/20	2,197.00
				Vendor IED02 - IEDA, INC. Total:	**2,197.00**
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181800	93457	03/13/2020	100-117-42101	FARIA HOUSE PERIOD JAN 2020	5,000.00
				Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:	**5,000.00**
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X03208704	93458	03/13/2020	500-641-44305	DEIONIZATION SERVICE CHARGE- TP	442.55
				Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:	**442.55**
Vendor: MOO14 - ISSAC MOORE					
30520	93459	03/13/2020	209-552-43802	EXERCISE CLASSES SENIOR CENTER	45.00
				Vendor MOO14 - ISSAC MOORE Total:	**45.00**
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
221715	93460	03/13/2020	100-117-42511	PORTABLE TOILET RENTAL	137.70
				Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:	**137.70**
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
30320	93461	03/13/2020	209-552-43802	BALANCE YOGA CLASSES SENIOR CENTER	481.60
				Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:	**481.60**
Vendor: 1611 - JANICE M. BYER					
30320	93462	03/13/2020	209-552-43802	7 EXERCISE CLASSES SENIOR CENTER	315.00
				Vendor 1611 - JANICE M. BYER Total:	**315.00**
Vendor: LOP14 - JAVIER LOPEZ					
30220	93402	03/06/2020	100-231-42108	REIMB FOR PURCHASE OF COOKING PRESS FOR FIRE KITCH	21.99
				Vendor LOP14 - JAVIER LOPEZ Total:	**21.99**
Vendor: 1806 - JULIAN TANEDA					
22720	93403	03/06/2020	100-000-31510	REFUND WITHDRAWN BL APPLICATION	338.00
				Vendor 1806 - JULIAN TANEDA Total:	**338.00**
Vendor: 1682 - KAY SHEN					
30320	93463	03/13/2020	209-552-43802	EVENING/DAY TAI CHI CLASSES SENIOR CENTER	378.70
				Vendor 1682 - KAY SHEN Total:	**378.70**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000028936	93464	03/13/2020	500-641-44302	SLUDGE TO LANDFILL- TP	4,892.72
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**4,892.72**
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
19-365	93465	03/13/2020	212-462-42101	2401 APPIAN WAY PLAN CHECK	466.00
19-366	93465	03/13/2020	207-344-42101	PROFESSIONAL SERVICES	4,099.63
				Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:	**4,565.63**
Vendor: 1424 - KRISTINA SANTOYO					
22920	93466	03/13/2020	209-552-43804	PETTY CASH REPORT SENIOR CENTER	32.71

Payabl	Number	Payment Date	Account Number	Description (Payable)	Amount
22920	93466	03/13/2020	209-552-43806	PETTY CASH REPORT SENIOR CENTER	29.47
				Vendor 1424 - KRISTINA SANTOYO Total:	**62.18**
Vendor: LAK01 - LAKESHORE					
2001290120	93467	03/13/2020	106-553-47103	FURNITURE PURCHSE FOR TINY TOTS	10,017.74
2099700120	93467	03/13/2020	209-553-38401	SUPPLIES FOR TINY TOTS	942.71
2407920220	93467	03/13/2020	209-553-42514	SUPPLIES FOR TINY TOTS	57.95
				Vendor LAK01 - LAKESHORE Total:	**11,018.40**
Vendor: LAN01 - LANER ELECTRIC SUPPLY,INC					
899396.1	93468	03/13/2020	100-343-42108	SUPPPLIES- PW	307.86
				Vendor LAN01 - LANER ELECTRIC SUPPLY,INC Total:	**307.86**
Vendor: LAR04 - LARRY WALKER ASSOCIATES					
00243.10-29	93469	03/13/2020	500-641-42101	FOR SERVICES RENDERED THROUGH 1/31/20	272.50
				Vendor LAR04 - LARRY WALKER ASSOCIATES Total:	**272.50**
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
S2071049.001	93470	03/13/2020	500-641-42107	MAINTENANCE- PW	153.93
S2086289.001	93470	03/13/2020	100-343-42108	MAINTENANCE- PW	332.39
S2088397.001	93470	03/13/2020	100-343-42108	FINANCE CHARGE	2.66
S2099453.001	93470	03/13/2020	100-343-42108	FINANCE CHARGE	2.31
				Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:	**491.29**
Vendor: 1705 - M V P CONSTRUCTION, LLC					
019-006-4	93404	03/06/2020	106-345-47203	FERNANDEZ PARK RESTROOMS	41,390.55
				Vendor 1705 - M V P CONSTRUCTION, LLC Total:	**41,390.55**
Vendor: IRV03 - MARGARET M IRVIN					
30320	93471	03/13/2020	209-552-43802	WRITING CLASS SENIOR CENTER	69.30
				Vendor IRV03 - MARGARET M IRVIN Total:	**69.30**
Vendor: ROB21 - MARY ROBERTS					
MARCH 2020	93405	03/06/2020	100-117-41101	RETIRE MEDICARE REIMBURSEMENT	320.70
				Vendor ROB21 - MARY ROBERTS Total:	**320.70**
Vendor: 1805 - MISHA KAUR					
22620	93406	03/06/2020	212-462-42302	REIMBURSEMENT CAR ALLOWANCE TO ATTEND FIELD REVIEW	7.89
				Vendor 1805 - MISHA KAUR Total:	**7.89**
Vendor: MEJ04 - NORMA MEJIA					
30320	93472	03/13/2020	209-552-43802	ZUMBA CLASSES SENIOR CENTER	1,016.75
				Vendor MEJ04 - NORMA MEJIA Total:	**1,016.75**
Vendor: 1388 - ODIN SYSTEMS, INC.					
31020	93473	03/13/2020	100-000-31510	REFUND OVERPAYMENT OF 2020 BUSINESS LICENSE	15.50
				Vendor 1388 - ODIN SYSTEMS, INC. Total:	**15.50**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK65465N32O	93407	03/06/2020	100-343-42108	MAINTENANCE CITY HALL	113.15
SK65542N32O	93407	03/06/2020	100-343-42108	MAINTENANCE FOR CITY OF PINOLE	113.10
SKO5793N32O	93407	03/06/2020	209-554-42108	MAINTENANCE YOUTH CENTER	191.76
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**418.01**
Vendor: 1555 - OWEN EQUIPMENT					
00047647- CR	93408	03/06/2020	207-344-42107	CREDIT APPLIED INVOICE# 00047647	-842.27
00048573	93408	03/06/2020	207-344-42107	PARTS/TOOLS/LABOR- PW	2,210.90
00048621	93474	03/13/2020	500-642-42514	PARTS/TOOLS- TP	747.09

Payable	Number	Payment Date	Account Number	Description (Payable)	Amount
19120234	93408	03/06/2020	207-344-42107	SVC CHARGE	19.21
				Vendor 1555 - OWEN EQUIPMENT Total:	**2,134.93**
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
53634	93475	03/13/2020	100-222-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	122.50
53634	93475	03/13/2020	100-231-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	327.50
53634	93475	03/13/2020	100-343-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	174.40
53634	93475	03/13/2020	100-345-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	5,619.33
53634	93475	03/13/2020	200-342-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	326.00
53634	93475	03/13/2020	201-343-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	532.60
53634	93475	03/13/2020	209-552-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	198.00
53634	93475	03/13/2020	209-553-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	206.00
53634	93475	03/13/2020	209-557-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	206.00
53634	93475	03/13/2020	310-347-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	60.00
53634	93475	03/13/2020	310-348-42108	JANUARY MONTHLY LANDSCAPE MAINTENANCE	65.00
				Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:	**7,837.33**
Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY					
29604485	93476	03/13/2020	500-641-42101	PARTS/SUPPLIES- TP	1,816.11
				Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:	**1,816.11**
Vendor: LON02 - PATRICIA LONG					
30320	93477	03/13/2020	209-552-43802	CWLD CLASS SENIOR CENTER	190.40
				Vendor LON02 - PATRICIA LONG Total:	**190.40**
Vendor: CLA17 - PAUL CLANCY					
FEB 2020	93409	03/06/2020	100-117-41101	RETIRE MEDICAL REIMBURSEMENT	401.13
JAN 2020	93409	03/06/2020	100-117-41101	RETIRE MEDICAL REIMBURSEMENT	401.13
MARCH 2020	93409	03/06/2020	100-117-41101	RETIRE MEDICAL REIMBURSEMENT	401.13
				Vendor CLA17 - PAUL CLANCY Total:	**1,203.39**
Vendor: PER33 - PERMIT SERVICES, INC.					
22720	93410	03/06/2020	212-461-34113	REFUND FOR WITHDRAWN PERMIT	22.60
22720	93410	03/06/2020	212-462-33210	REFUND FOR WITHDRAWN PERMIT	107.58
				Vendor PER33 - PERMIT SERVICES, INC. Total:	**130.18**
Vendor: PET08 - PET FOOD EXPRESS CORP					
02-200PN	93478	03/13/2020	100-221-42514	K9 SERVICES	53.24
05-2002PN	93478	03/13/2020	100-221-42514	K9 SERVICES	45.05
123-2002PN	93478	03/13/2020	100-221-42514	K9 SERVICES	53.24
48-2002PN	93478	03/13/2020	100-221-42514	K9 SERVICES	45.05
				Vendor PET08 - PET FOOD EXPRESS CORP Total:	**196.58**
Vendor: PGE01 - PG&E					
FEB 18 20-0217	93411	03/06/2020	100-345-43103	TENNENT & PARK ST CLUB HOUSE	17.67
FEB 18 20-0813	93411	03/06/2020	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	48.75
FEB 18 20-0923	93411	03/06/2020	100-110-43103	2131 PEAR ST	60.76
FEB 18 20-0923	93411	03/06/2020	100-111-43103	2131 PEAR ST	79.95
FEB 18 20-0923	93411	03/06/2020	100-112-43103	2131 PEAR ST	87.96

Payable Number	Number	Payment Date	Account Number	Description (Payable)	Amount
FEB 18 20-0923	93411	03/06/2020	100-115-43103	2131 PEAR ST	219.07
FEB 18 20-0923	93411	03/06/2020	100-116-43103	2131 PEAR ST	63.96
FEB 18 20-0923	93411	03/06/2020	100-117-43103	2131 PEAR ST	711.58
FEB 18 20-0923	93411	03/06/2020	100-343-43103	2131 PEAR ST	1,325.61
FEB 18 20-0923	93411	03/06/2020	200-342-43103	2131 PEAR ST	231.86
FEB 18 20-0923	93411	03/06/2020	212-461-43103	2131 PEAR ST	95.94
FEB 18 20-0923	93411	03/06/2020	212-462-43103	2131 PEAR ST	241.46
FEB 18 20-0923	93411	03/06/2020	285-464-43103	2131 PEAR ST	79.95
FEB 18 20-2506	93411	03/06/2020	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	44.30
FEB 18 20-2969	93411	03/06/2020	201-343-43103	600 Tennent Ave-Blackies Storage	21.06
FEB 18 20-3537	93411	03/06/2020	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	96.45
feb 18 20-3850	93411	03/06/2020	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	192.08
FEB 18 20-3914	93411	03/06/2020	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	424.96
FEB 18 20-4368	93411	03/06/2020	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	125.84
FEB 18 20-4612	93411	03/06/2020	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	45.96
FEB 18 20-5274	93411	03/06/2020	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	50.40
FEB 18 20-6969	93411	03/06/2020	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	101.98
FEB 18 20-7509	93411	03/06/2020	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	51.78
FEB 18 20-7964	93411	03/06/2020	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	11.35
FEB 18 20-9985	93411	03/06/2020	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	171.90
FEB 19 20-0081	93411	03/06/2020	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	75.64
FEB 19 20-0209	93411	03/06/2020	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	79.63
FEB 19 20-0466	93411	03/06/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	156.28
FEB 19 20-0466	93411	03/06/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	234.42
FEB 19 20-2615	93411	03/06/2020	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	9.86
FEB 19 20-2793	93411	03/06/2020	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	68.43
FEB 19 20-3311	93411	03/06/2020	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	106.88
FEB 19 20-4193	93411	03/06/2020	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	55.56
FEB 19 20-4951	93411	03/06/2020	201-343-43103	2279 1/2 PARK ST	11.35
FEB 19 20-5127	93411	03/06/2020	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	127.11
FEB 19 20-5374	93411	03/06/2020	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	87.58
FEB 19 20-5387	93411	03/06/2020	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	43.27
FEB 19 20-7114	93411	03/06/2020	200-342-43103	2429 SAN PABLO AVE	58.41
FEB 19 20-8086	93411	03/06/2020	200-342-43103	N/S BORDER CITY OF PINOLE	107.67
FEB 19 20-9824	93411	03/06/2020	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	105.01
FEB 20 20-1121	93411	03/06/2020	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	65.95
FEB 20 20-1233	93411	03/06/2020	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	81.50

WARRA[...] Payment Dates: 02/29/2020 - 03/13/2020

Payabl[...]	[...]Number	Payment Date	Account Number	Description (Payable)	Amount
FEB 20 20-2620	93411	03/06/2020	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	74.47
FEB 20 20-8687	93411	03/06/2020	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	80.71
FEB 21 20-2222	93479	03/13/2020	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
FEB 21 20-2222	93479	03/13/2020	200-342-43103	STREET AND HIGHWAY LIGHTING	14,915.09
FEB 21 20-2222	93479	03/13/2020	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
FEB 21 20-2222	93479	03/13/2020	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
FEB 26 20-8511	93479	03/13/2020	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.34
FEB 26 20-9929	93479	03/13/2020	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	60.78
FEB 27 20-7547	93479	03/13/2020	100-222-43103	880 Tennent Ave-Public Safety Facility	2,493.04
FEB 27 20-7547	93479	03/13/2020	100-223-43103	880 Tennent Ave-Public Safety Facility	498.61
FEB 27 20-7547	93479	03/13/2020	100-231-43103	880 Tennent Ave-Public Safety Facility	1,994.43
				Vendor PGE01 - PG&E Total:	**26,934.99**
Vendor: JAR01 - PINOLE GOODYEAR					
FEB 25 20	93414	03/06/2020	100-343-42107	MONTHLY STATEMENT FULL PAYMENT	635.20
				Vendor JAR01 - PINOLE GOODYEAR Total:	**635.20**
Vendor: 1038 - PINOLE PET HOSPITAL					
1257054	93480	03/13/2020	100-221-42514	EXAM-CONSULTATION- PD	740.03
				Vendor 1038 - PINOLE PET HOSPITAL Total:	**740.03**
Vendor: 1009 - PRECISION IT CONSULTING					
10639	93481	03/13/2020	525-118-42101	AGREEMENT PRECISION 360 GOLD APRIL 20	14,611.45
10650	93481	03/13/2020	525-118-42101	AGREEMENT PRECISION 360 OFFICE 365 FEB 20	2,768.00
				Vendor 1009 - PRECISION IT CONSULTING Total:	**17,379.45**
Vendor: PRO18 - PROTECTION 1 / ADT					
MARCH 2020-0999	93482	03/13/2020	209-553-42108	TINY TOTS ALARM MONITORING SVCS	78.45
				Vendor PRO18 - PROTECTION 1 / ADT Total:	**78.45**
Vendor: 1536 - RAIN FOR RENT					
1457150	93483	03/13/2020	500-642-42101	EQUIPMENT REPAIR- TP	12,596.67
				Vendor 1536 - RAIN FOR RENT Total:	**12,596.67**
Vendor: 1679 - SAFEBUILT, LLC					
PIN-20229	93415	03/06/2020	106-231-42101	PLAN CHECK SERVICES PROVIDED FEB 1-29 20	360.00
PIN-20229	93415	03/06/2020	212-462-42101	PLAN CHECK SERVICES PROVIDED FEB 1-29 20	178.50
				Vendor 1679 - SAFEBUILT, LLC Total:	**538.50**
Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.					
300228007	93484	03/13/2020	100-343-42107	LABOR AND REPAIRS- PW	987.63
				Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:	**987.63**
Vendor: STA56 - STAILING S&S RV REPAIRS					
6327-804	93416	03/06/2020	100-221-42107	VEHICLE MAINTENANCE 2011 FORD- PD	721.99
6328-806	93485	03/13/2020	100-221-42107	VEHICLE MAINTENANCE- PD	759.86
6331-811	93485	03/13/2020	100-221-42107	VEHICLE MAINTENANCE- PD	154.95
				Vendor STA56 - STAILING S&S RV REPAIRS Total:	**1,636.80**

Payable	umber	Payment Date	Account Number	Description (Payable)	Amount
Vendor: STA42 - STAPLES BUSINESS CREDIT					
FEB 25 20	93486	03/13/2020	100-115-42201	MONTHLY STMT FULL PAYMENT	15.86
FEB 25 20	93486	03/13/2020	100-117-42201	MONTHLY STMT FULL PAYMENT	201.33
FEB 25 20	93486	03/13/2020	100-222-42201	MONTHLY STMT FULL PAYMENT	94.39
FEB 25 20	93486	03/13/2020	100-223-42201	MONTHLY STMT FULL PAYMENT	1,003.72
FEB 25 20	93486	03/13/2020	100-341-42201	MONTHLY STMT FULL PAYMENT	82.33
FEB 25 20	93486	03/13/2020	209-553-42514	MONTHLY STMT FULL PAYMENT	852.60
FEB 25 20	93486	03/13/2020	212-462-42201	MONTHLY STMT FULL PAYMENT	35.00
FEB 25 20	93486	03/13/2020	525-118-42201	MONTHLY STMT FULL PAYMENT	32.98
				Vendor STA42 - STAPLES BUSINESS CREDIT Total:	**2,318.21**
Vendor: 1246 - STARCHASE, LLC					
01092020VHBS1	93487	03/13/2020	105-221-47101	TOTAL SOLUTIONS PACKAGE	9,405.00
11252019VH3	93487	03/13/2020	105-221-47101	TOTAL SOLUTIONS PACKAGE	2,850.00
				Vendor 1246 - STARCHASE, LLC Total:	**12,255.00**
Vendor: STE20 - STERICYCLE, INC.					
3005016670	93488	03/13/2020	100-222-42101	MONTHLY CHARGES- PD	55.44
				Vendor STE20 - STERICYCLE, INC. Total:	**55.44**
Vendor: DOD02 - SUSAN BOYLE DODGE					
30320	93489	03/13/2020	209-552-43806	MARCH CWLD ENTERTAINMENT SENIOR CENTER	180.00
30320-02	93489	03/13/2020	209-552-43806	FEB 20 CWLD ENTERTAINMENT SENIOR CENTER	180.00
				Vendor DOD02 - SUSAN BOYLE DODGE Total:	**360.00**
Vendor: MIL29 - TAMARA MILLER					
30620	93417	03/06/2020	100-341-42401	REIMBURSEMENT FOR PAYMENT OF APWA PROFESSIONAL MEM	232.30
30620-02	93417	03/06/2020	100-341-42301	REIMBURSEMENT FOR PAYMENT OF ENGINEER LICENSE RENE	116.00
				Vendor MIL29 - TAMARA MILLER Total:	**348.30**
Vendor: OFF11 - THE OFFICE CITY					
FEB 28 20	93490	03/13/2020	100-117-42201	MONTHLY STMT FULL PAYMENT	71.99
FEB 28 20	93490	03/13/2020	500-641-42201	MONTHLY STMT FULL PAYMENT	215.67
				Vendor OFF11 - THE OFFICE CITY Total:	**287.66**
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202002-1	93491	03/13/2020	525-118-42510	SUBSCRIPTION 2/01-2/29/20	85.30
				Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:	**85.30**
Vendor: USP01 - U.S. POSTMASTER					
21220	93492	03/13/2020	209-551-42514	ANNUAL BULK PERMIT #32 FEE	240.00
30620	93492	03/13/2020	209-551-42514	COMMUNITY GUIDE SPRING/SUMMER POSTAGE	532.30
				Vendor USP01 - U.S. POSTMASTER Total:	**772.30**
Vendor: UNI38 - UNIVAR USA INC					
48479699	93493	03/13/2020	500-641-44303	CHEMICALS- TP	3,619.22
48500528	93493	03/13/2020	500-641-44303	CHEMICALS- TP	6,235.76
48502349	93493	03/13/2020	500-641-44303	CHEMICALS- TP	3,537.25
				Vendor UNI38 - UNIVAR USA INC Total:	**13,392.23**

Payabl	Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
473864	93494	03/13/2020	100-343-42108	FEB 20 JANITORIAL SERVICES-CITY HALL	1,070.00
473865	93494	03/13/2020	100-221-42108	FEB 20 JANITORIAL SERVICES-PD/PUBLIC SAFETY	1,176.00
473865	93494	03/13/2020	100-222-42108	FEB 20 JANITORIAL SERVICES-PD/PUBLIC SAFETY	1,176.00
473866	93494	03/13/2020	209-557-42108	FEB 20 JANITORIAL SERVICES-SWIM CENTER	274.00
473871	93494	03/13/2020	500-641-42108	FEB 20 JANITORIAL SERVICES- TP	508.00
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**4,204.00**
Vendor: 1181 - UNIVERSAL PROTECTION SERVICE					
30920	93495	03/13/2020	100-000-31510	REFUND OF OVERPAYMENT OF BUSINESS LICENSE #20-0913	82.00
				Vendor 1181 - UNIVERSAL PROTECTION SERVICE Total:	**82.00**
Vendor: USB06 - US BANK CORPORATE PMN'T.SYSTEM					
FEB 24 20	93418	03/06/2020	100-20018	MONTHLY SMT FULL PAYMENT	21,928.66
				Vendor USB06 - US BANK CORPORATE PMN'T.SYSTEM Total:	**21,928.66**
Vendor: 1811 - VALENTINE CORPORATION					
31320	93496	03/13/2020	100-000-31510	REFUND OF OVERPAYMENT OF 2020 BUSINESS LICENSE	4.00
				Vendor 1811 - VALENTINE CORPORATION Total:	**4.00**
Vendor: 1810 - VCA ANIMAL HOSPITALS, INC					
758424549	93419	03/06/2020	100-221-42514	KAISER EXAMS- PD	1,516.17
				Vendor 1810 - VCA ANIMAL HOSPITALS, INC Total:	**1,516.17**
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
30320	93497	03/13/2020	209-552-43802	GENTLE YOGA CLASS SENIOR CENTER	81.90
				Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:	**81.90**
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
JAN 31 20	93420	03/06/2020	100-222-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	46.46
JAN 31 20	93420	03/06/2020	100-223-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	15.49
JAN 31 20	93420	03/06/2020	100-231-42108	PEST CTRL SVCS FOR 880 TENNENT-PUB SFTY FAC	41.30
				Vendor WES01 - WESTERN EXTERMINATOR CO. Total:	**103.25**
Vendor: XER01 - XEROX CORPORATION					
099423020	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- POLIC RECORDS	395.98
099423021	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- FIRE DEPT STATION 73	77.72
099423023	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- WPCP	234.97
099423024	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- PD BULL PEN	369.06
099510539	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- CITY HALL	1,136.59
099510540	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- CORP YARD	234.00
099510541	93498	03/13/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY- SENIOR CENTER	424.92
				Vendor XER01 - XEROX CORPORATION Total:	**2,873.24**
Vendor: 1808 - ZW USA INC.					
325659	93421	03/06/2020	100-345-42108	DOG WASTE ROLL BAGS	546.20
				Vendor 1808 - ZW USA INC. Total:	**546.20**
				Grand Total:	**488,193.18**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	277,089.87
105 - Measure S -2006	12,255.00
106 - MEASURE S-2014	61,276.91
200 - Gas Tax Fund	16,641.75
201 - Restricted Real Estate Maintenance Fund	1,153.41
207 - NPDES Storm Water Fund	5,487.47
209 - Recreation Fund	13,273.59
212 - Building & Planning	15,237.44
215 - Measure C and J Fund	198.74
275 - Parkland Dedication Fund	770.70
285 - Housing Land Held for Resale	79.95
310 - Lighting & Landscape Districts	973.82
500 - Sewer Enterprise Fund	56,962.68
505 - Cable Access TV	234.42
525 - Information Systems	26,406.43
722 - Community Assistance Program	151.00
Grand Total:	**488,193.18**

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business	439.50
100-10601	Gas Tanks/Corp Yard	3,757.04
100-110-43103	Utilities/Electricity &	60.76
100-111-43103	Utilities/Electricity &	79.95
100-112-43103	Utilities/Electricity &	87.96
100-115-42101	Prof Svcs/Professional	617.21
100-115-42201	Office Expense	15.86
100-115-42510	Admin Exp/Software Purch	3,307.50
100-115-43103	Utilities/Electricity &	219.07
100-116-42101	Prof Svcs/Professional	2,197.00
100-116-43103	Utilities/Electricity &	63.96
100-117-41004	Emp Benefits/PERS	181,731.00
100-117-41101	Retiree Benefits/Medical-	1,524.09
100-117-42101	Prof Svcs/Professional	5,000.00
100-117-42201	Office Expense	845.09
100-117-42511	Admin Exp/Equipment	137.70
100-117-43103	Utilities/Electricity &	711.58
100-20018	Accounts Payable/CalCard	21,928.66
100-221-42107	Prof Svcs/Equipment	1,826.75
100-221-42108	Prof Svcs/Building-	1,176.00
100-221-42301	Travel & Training/Conf-	297.00
100-221-42514	Admin Exp/Special Depart	2,452.78
100-221-44410	Safety Clothing	9.09
100-222-42101	Prof Svcs/Professional	975.44
100-222-42108	Prof Svcs/Building-	2,149.87
100-222-42201	Office Expense	94.39
100-222-43103	Utilities/Electricity &	2,493.04
100-223-42108	Prof Svcs/Building-	15.49
100-223-42201	Office Expense	1,003.72
100-223-43103	Utilities/Electricity &	498.61
100-231-41008	Emp Benefits/Long Term	295.00
100-231-42101	Prof Svcs/Professional	17,960.00
100-231-42107	Prof Svcs/Equipment	673.56
100-231-42108	Prof Svcs/Building-	1,850.83
100-231-42514	Admin Exp/Special Depart	331.71
100-231-43101	Utilities/Telephone	26.44
100-231-43102	Utilities/Water	414.86

Account Summary

Account Number	Account Name	Payment Amount
100-231-43103	Utilities/Electricity &	1,994.43
100-231-43105	Utilities/Cable	59.75
100-231-44410	Safety Clothing	229.72
100-341-42201	Office Expense	82.33
100-341-42301	Travel & Training/Conf-	116.00
100-341-42401	Dues & Pub/Memberships	232.30
100-343-42107	Prof Svcs/Equipment	1,622.83
100-343-42108	Prof Svcs/Building-	3,367.18
100-343-43102	Utilities/Water	1,375.00
100-343-43103	Utilities/Electricity &	1,422.06
100-343-44410	Safety Clothing	1,092.99
100-345-42108	Prof Svcs/Building-	6,497.60
100-345-43102	Utilities/Water	980.60
100-345-43103	Utilities/Electricity &	748.57
105-221-47101	FF&E/Equipment	12,255.00
106-231-42101	Prof Srvs/Professional	360.00
106-231-42301	Travel & Training/Conf-	9,208.62
106-345-47203	Improvements/Parks	41,690.55
106-553-47103	FF&E/Furniture	10,017.74
200-342-42108	Prof Svcs/Building-	326.00
200-342-43103	Utilities/Electricity &	16,315.75
201-343-42108	Prof Svcs/Building-	532.60
201-343-43102	Utilities/Water	157.38
201-343-43103	Utilities/Electricity &	463.43
207-344-42101	Prof Svcs/Professional	4,099.63
207-344-42107	Prof Svcs/Equipment	1,387.84
209-20308	Deposits	340.00
209-551-42514	Admin Exp/Special Depart	772.30
209-552-38112	Rental Income/Facility	148.74
209-552-42108	Prof Svcs/Building-	198.00
209-552-43802	Program Cost/Class Fees	2,983.65
209-552-43803	Program Cost/Personal Svc	40.00
209-552-43804	Program Cost/Food	3,299.17
209-552-43806	Program Cost/Dance	389.47
209-552-43811	Program Cost/Supplies	501.99
209-553-38401	Other Rev/Contributions	942.71
209-553-42108	Prof Svcs/Building-	284.45
209-553-42514	Admin Exp/Special Depart	910.55
209-553-43102	Utilities/Water	12.20
209-554-42108	Prof Svcs/Building-	231.17
209-554-43103	Utilities/Electricity &	156.28
209-557-42108	Prof Svcs/Building-	1,114.90
209-557-43102	Utilities/Water	394.50
209-558-42108	Prof Svcs/Building-	484.16
209-559-43102	Utilities/Water	69.35
212-20340	Developer Deposit/Appian	13,110.00
212-461-34113	Review Fees/Gen-Specific	38.20
212-461-42514	Admin Exp/Special Depart	175.50
212-461-43103	Utilities/Electricity &	95.94
212-462-33210	Permits/Building Permit	107.58
212-462-33212	Permits/Mechanical	94.93
212-462-34211	Fees/CA State Building Fee	586.44
212-462-42101	Prof Svcs/Professional	644.50
212-462-42201	Office Expense	35.00
212-462-42302	Travel & Training/Mileage,	7.89
212-462-42502	Admin Exp/Cash Over-	100.00
212-462-43103	Utilities/Electricity &	241.46
215-341-43101	Utilities/Telephone	154.44

Account Summary

Account Number	Account Name	Payment Amount
215-341-43103	Utilities/Electricity &	44.30
275-345-47203	Improvements/Parks	770.70
285-464-43103	Utilities/Electricity &	79.95
310-347-42108	Prof Svcs/Building-	60.00
310-347-43103	Utilities/Electricity &	385.01
310-348-42108	Prof Svcs/Building-	65.00
310-348-43103	Utilities/Electricity &	411.35
310-348-47202	Improvements/Landscape-	52.46
500-10601	Gas Tanks/Corp Yard	292.03
500-641-42101	Prof Svcs/Professional	2,088.61
500-641-42107	Prof Svcs/Equipment	3,237.31
500-641-42108	Prof Svcs/Building-	508.00
500-641-42201	Office Expense	215.67
500-641-44302	Other Materials	4,892.72
500-641-44303	Other Materials	13,392.23
500-641-44304	Other Materials	14,567.00
500-641-44305	Other Materials Supp/Lab	2,929.78
500-641-44410	Safety Clothing	1,265.25
500-642-42101	Prof Svcs/Professional	12,596.67
500-642-42108	Prof Svcs/Building-	26.01
500-642-42514	Admin Exp/Special Depart	824.29
500-642-43103	Utilities/Electricity &	127.11
505-119-43103	Utilities/Electricity &	234.42
525-118-42101	Prof Svcs/Professional	17,379.45
525-118-42107	Prof Svcs/Equipment	2,873.24
525-118-42201	Office Expense	32.98
525-118-42510	Admin Exp/Software Purch	85.30
525-118-43101	Utilities/Telephone	6,035.46
722-20431	Deferred Rev/CAP	151.00
	Grand Total:	**488,193.18**

Project Account Summary

Project Account Key		Payment Amount
None		488,193.18
	Grand Total:	**488,193.18**

Approved By: ____________________ Date: 3/12/2020

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CITY COUNCIL REPORT

7C

DATE: MARCH 17, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: HOUSING SUCCESSOR ANNUAL REPORT FOR FISCAL YEAR 2018-19

RECOMMENDATION

Staff recommends that the City Council receive the Housing Successor Agency Annual Report for Fiscal Year 2018-19 and file it with the California Department of Housing and Community Development ("HCD").

BACKGROUND

The City of Pinole is the housing successor (the "Housing Successor") to the former Redevelopment Agency of the City of Pinole (the "Agency"), which was dissolved on February 1, 2012. State law requires that the City prepare an annual report on the housing successor finances and activities as set forth in Health and Safety Code Section 34176.1.

The annual report is required to contain: (1) a summary of housing successor duties; (2) the balance of the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund"); (3) an inventory of properties held in the Housing Asset Fund; and (4) reports on the City's performance thus far in meeting requirements of Health and Safety Code Section 34176.1.

The report is due to HCD by April 1st each year and must be posted on the City's website. The report for Fiscal Year 2018-19 is being presented to the City Council to receive and file with HCD.

REVIEW AND ANALYSIS

The City is meeting all requirements imposed by Health and Safety Code Section 34176.1. The City's progress on major requirements is summarized below.

Housing Asset Fund Activity

As of June 30, 2019, the Housing Asset Fund had a balance of approximately $7.9 million ($2.38 million of which is cash). As set forth in the report, due to an accounting error, $1.5 million was incorrectly deposited into the Housing Asset Fund. The City will make a correcting entry to its FY 2019-20 accounting records to reverse the $1.5 million deposit. Revenue sources include $156,645 in loan repayments from first-time homebuyer and residential rehabilitation loans issued by the former Agency and $5,795 from miscellaneous sources.

There were $168,910 in Housing Asset Fund expenditures in FY 2018-19 for administrative items, such as legal and professional services, building maintenance and utilities, housing compliance monitoring, and staff costs for time related to Housing Successor administration.

Real Property Assets and Loans Receivables

As of June 30, 2019, the City owned four housing successor properties with a value of $1.2 million:

- One property (811 San Pablo Avenue) was under negotiation to be developed with an 18-unit affordable housing project. The negotiations were unsuccessful due to the developer's inability to obtain project funding. The city re-issued a Request for Proposals to develop the site in January 2020. Proposals will be presented to City Council around June 2020.
- One property (Collins House at 612 Tennent Avenue) is being marketed for sale. The City has not received any viable offers to date and will continue working with a real estate broker to market the property.
- Two properties (Grove Vacant Land and Faria House Vacant Land) are restricted and cannot be developed.

The Housing Asset Fund has approximately $4.3 million in loans receivable. The most significant is a loan, in the amount of $4,291,575, that was provided from the Agency's affordable housing fund to the Redevelopment Agency general fund, then subsequently provided to the State to pay amounts due to the Supplemental Educational Revenue Augmentation Fund ("SERAF").Staff expects that the Housing Asset Fund will begin receiving repayment of this loan through the Recognized Obligation Payment Schedule in one to two years, when enough Redevelopment Property Tax Trust Funds are available, following payment of the 2015B Taxable Bonds.

Additionally, the City has approximately $383,400 in outstanding First-Time Homebuyer Loans and Housing Rehabilitation Loans. The First-Time Homebuyer and Housing Rehabilitation Loans have different maturity dates ranging from 2022 through 2099. A total of $267,800 are deferred loans.

Expenditure Proportionality Requirements

Expenditures from the Housing Asset Fund must meet specific proportionality requirements by income level and age:

- Administrative and monitoring expenses have an annual cap, which was $275,443 in Fiscal Year 2018-19. Pinole spent $168,910 on administration and monitoring in FY 2018-19 which is well below the limit. The annual administrative limit is calculated based on 5% of the Housing Successor's real property and loans receivable portfolio ($5,508,870 in FY 2018-19); the limit changes each year based on the portfolio value.
- Up to $250,000 may be spent annually on homeless prevention and rapid rehousing solutions for homelessness. No Housing Asset Funds have been spent on this category to date in order to prioritize funding for affordable housing development at 811 San Pablo Avenue. Pinole had a low homeless population according to recent Point-in-Time counts, with 0 counted in 2018 and 3 in 2019.
- If Housing Asset Funds are spent on housing development projects or programs, specific income levels must be assisted within a five-year compliance period (see page 1 of report for more details). FY 2018-19 marks the end of the first five-year compliance period of January 1, 2014 through June 30, 2019. Pinole did not spend any Housing Asset Funds on housing development projects or programs within this timeframe. Therefore, five-year compliance income targets do not apply. Staff will ensure income targets are met in the next five-year compliance period of July 1, 2019 through June 30, 2024.
- No more than 50% of rental housing units assisted by the City or the former Agency in the prior 10 years may be restricted to seniors. The City assisted 70 units in the prior 10 years. All 70 units are at a single property restricted to seniors that was assisted in FY 2011-12. These are the only rental units that have been assisted with Housing Asset Funds in the last ten years, therefore the City may not begin using Housing Asset Funds to assist senior rental units until FY 2021-22.

The City is meeting all Housing Asset Fund requirements and will continue to ensure compliance with future expenditures, particularly with the future development of 811 San Pablo Avenue.

Excess Surplus

Housing successors are subject to the same excess surplus requirement as former redevelopment agencies. Excess surplus is a cash balance that is equal to the greater of $1 million or the sum of all cash deposits to the Housing Asset Fund in the prior four years. Housing successors must spend or encumber any excess surplus within three fiscal years or transfer its excess surplus to HCD to spend on statewide housing programs. The intent of the law is to encourage housing successors to spend available affordable housing funds on a timely basis.

In FY 2018-19, the Housing Successor did not have excess surplus. However, staff anticipates a potential excess surplus of approximately $500,000 in FY 2019-20 if the Housing Successor does not encumber more Housing Asset Funds before the end of the fiscal year. The City intends to encumber Housing Asset Funds within the next year to assist affordable housing development at 811 San Pablo Avenue.

FISCAL IMPACT

There are no implications of receiving and filing this annual report on the City's activities as the housing successor to the former Redevelopment Agency of the City of Pinole.

ATTACHMENTS

A Pinole Housing Successor Annual Report for Fiscal Year 2018-19

HOUSING SUCCESSOR ANNUAL REPORT

Pinole Housing Successor

Fiscal Year 2018-19

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INTRODUCTION

The City of Pinole ("City") is the housing successor (the "Housing Successor") to the former Redevelopment Agency of the City of Pinole (the "Agency"). All California redevelopment agencies were dissolved effective February 1, 2012. With dissolution, the former Agency's affordable housing rights, powers, assets, liabilities, duties, and obligations, excluding any amounts in the Agency's Low- and Moderate-Income Housing Fund, were transferred to the City. This Housing Successor Annual Report ("Annual Report") contains information on Fiscal Year ("FY") 2018-19 finances and activities as required by Health and Safety Code ("HSC") Section 34176.1(f). FY 2018-19 marks the end of the first five-year compliance period for income proportionality. This Annual Report details how the Housing Successor complies with all requirements for expenditures by income level from January 1, 2014 (when SB 341 became effective) through June 30, 2019.

The Annual Report is due to the California Department of Housing and Community Development ("HCD") by April 1 annually, and must be accompanied by an independent financial audit. The City's audited financial statements are posted on the City website at https://www.ci.pinole.ca.us/city_government/finance/comprehensive_annual_financial_report.

HOUSING SUCCESSOR REQUIREMENTS

Senate Bill ("SB") 341[1] and subsequent legislation enacted several requirements for housing successors. Housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high balance based on certain thresholds.

[1] 2013-14 legislative session

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3. Properties must be developed with affordable housing or sold within five to ten years of being approved for transfer from the former redevelopment agency to the housing successor.

The requirements are designed to ensure that housing successors are actively utilizing former Agency housing assets to produce affordable housing in a timely manner. Appendix 1 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

ASSETS TRANSFERRED TO HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer Form ("HAT") that provided an inventory of all housing assets transferred from the Agency to the Housing Successor. In Pinole this included:

1. Real properties;
2. Personal property;
3. Low- and Moderate-Income Housing Fund encumbrances;
4. Loans/Grants Receivable;
5. Rents/Operations; and
6. Deferrals.

All items on the HAT were approved by the California Department of Finance ("DOF") on February 15, 2013. A copy of the HAT is provided as Appendix 2.

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HOUSING ASSET FUND ACTIVITY

Former Agency assets, and the revenues generated by those assets, are maintained in a Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund").[2] The expenditure of Housing Asset Funds are limited as follows:

- **Administrative costs** are limited to the greater of $200,000 per year adjusted for inflation, or 5% of the statutory value of real property owned by the Housing Successor plus the value of loans and grants receivable (the "Portfolio"). According to HCD, the FY 2018-19 standard administrative cost allowance adjusted for inflation is $215,500. Five percent of the Housing Successor portfolio was $275,443 (5% of $5,508,870). The FY 2018-19 administrative cost limit for the Housing Successor was the larger of the two numbers, or $275,433.

- **Homeless prevention and rapid rehousing services** of up to $250,000 per year if the former Agency did not have any outstanding housing inclusionary or replacement housing production requirements. The former Agency had more inclusionary units than required upon the dissolution of redevelopment. Therefore, the City as Housing Successor is permitted to make expenditures in this category.

- **Affordable housing development** assisting households up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets.

  Five-Year Income Proportionality: If any Housing Asset Funds are spent on affordable housing development, it triggers a requirement to spend at least 30 percent of such expenses assisting extremely low income households (30% AMI) and no more than 20 percent on low income households (between 60-80% AMI) per five-year compliance period. The first five-year compliance period was January 1, 2014 through June 30, 2019.

[2] The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% AMI, as long as it was 20 percent or less of the total expenditures during the five-year compliance period.

Ten-Year Age Proportionality: If more than 50% of the total aggregate number of rental units produced by the City, Housing Successor, or former Agency during the past 10 years are restricted to seniors, the Housing Successor may not spend more Housing Asset Funds on senior rental housing.

Appendix 3 describes Housing Asset Fund expenditure limit requirements in more detail, including the types of costs eligible in each category.

EXPENDITURE LIMIT COMPLIANCE

The Housing Successor complied with all Housing Asset Fund spending restrictions in FY 2018-19, including five-year compliance period income targeting requirements:

- Administrative costs of $168,910 did not exceed the $275,443 maximum expenditure allowed for FY 2018-19. Administrative expenses included legal and professional services, building maintenance and utilities, housing compliance monitoring, and staff costs for time related to Housing Successor administration.
- No homeless prevention or rapid rehousing expenses were made in FY 2018-19.
- No affordable housing development-related expenditures were made in the first five-year compliance period of January 1, 2014 through June 30, 2019, so five-year compliance period income targets do not apply.

The Housing Successor will ensure it continues to meet all expenditure limit requirements going forward, including through the next five-year compliance period of July 1, 2019 through June 30, 2024.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of remaining funds be spent on extremely low-income rental units until it is in compliance. Exceeding the expenditure limit for low-income households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on these income categories until in compliance.

SENIOR HOUSING LIMIT COMPLIANCE

HSC 34176.1(b) requires that if more than 50% of deed-restricted rental housing assisted by the Housing Successor, the former Agency, or the City in the prior 10 years are restricted to seniors, Housing Asset Funds may not be used to assist senior units. In the prior ten years, the Housing Successor, former Agency, and City assisted 70 deed-restricted rental units, all located in the 800 John Street development. All 70 units are restricted to seniors. The former Redevelopment Agency assisted the project in FY 2011-12. Since these are the only rental housing units assisted within the last 10 years, the Housing Successor may not assist any more deed-restricted senior units until ten years have passed, or FY 2021-22. The Housing Successor will ensure that it complies with the 50% limit on senior units in future years.

Table 1
Deed-Restricted Senior Rental Units Assisted Prior Ten Years

Property	Date Assisted	Senior Units	%	Non-Senior Units	%	Total Units
800 John Street	9/30/2011	70	100%	0	0%	70
Total		**70**		**0**		**70**
Total Deed-Restricted Senior Units:			**100%**			

Source: City of Pinole

DEPOSITS AND FUND BALANCE

The Housing Successor deposited $1,662,440 into the Housing Asset Fund during FY 2018-19. Due to an accounting error, $1.5 million was deposited into the Housing Asset Fund from a loan repayment from the Pinole Assisted Living Community ("PALC") that should have been deposited into the General Fund. The City will make a correcting entry to its FY 2019-20 accounting records to reverse the $1.5 million deposit. After netting out the $1.5 million deposit pending reversal, total revenues were $162,440. Revenue sources include loan repayments ($156,645) from first-time homebuyer and residential rehabilitation loans issued by the former Redevelopment Agency and miscellaneous sources ($5,795).

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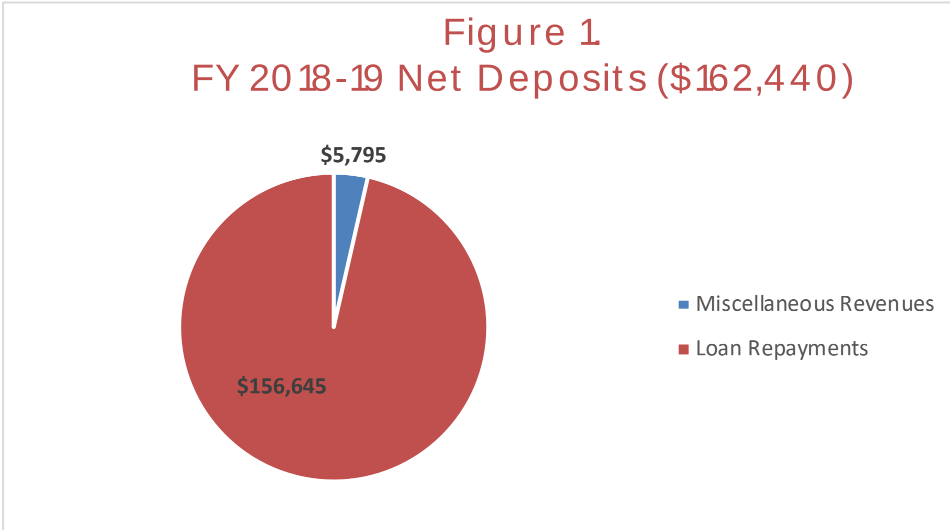

After reversing the incorrect deposit as set forth above, the Housing Asset Fund balance as of June 30, 2019 was $7,787,270 as summarized in Table 2. Of this amount, the available cash balance was $3,777,761. As previously mentioned, the $1.5 million PALC loan repayment deposit will be reversed in FY 2019-20, which will reduce the cash balance to $2,277,761 and the total fund balance to $7,787,270.

Table 2
Housing Asset Fund Ending Balance FY 2018-19

Balance Type	Gross Balance	Net of Reversed Deposit
Cash	3,777,761	2,277,761
Miscellaneous Receivable	640	640
Notes Receivable	3,726,241	3,726,241
Allowance for Uncollectable Notes	(3,740,960)	(3,740,960)
Loans Receivable	388,569	388,569
Allowance for Uncollectable Loans	(378,625)	(378,625)
Land Held for Resale	1,222,070	1,222,070
Due from RDA Successor Agency	4,291,575	4,291,575
Ending Balance[1]	**$ 9,287,270**	**$ 7,787,270**

[1] In FY 2018-19, $1.5 million was deposited into the Housing Asset Fund in error from a loan repayment due to the General Fund. The deposit will be reversed in FY 2019-20.

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EXCESS SURPLUS

The Housing Asset Fund may not accumulate an "excess surplus," or an unencumbered cash balance that exceeds the greater of $1 million, or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing in a timely manner. In FY 2018-19, the Housing Successor did not have an excess surplus, as shown in Table 3.

Table 3
Excess Surplus Calculation

Fiscal Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Deposits[1]	$ 511,803	$ 997,042	$ 243,527	$ 236,396	$ 1,098,878	$ 162,440
FY Beginning Cash Balance					$ 1,373,042	$ 2,239,570
Less: Encumbered Funds					$ -	$ -
Unencumbered Amount					$ 1,373,042	$ 2,239,570
Step 1						
$1 Million, or					$ 1,000,000	$ 1,000,000
Last 4 Deposits					$ 1,988,768	$ 2,575,843
Result: Larger Number					$ 1,988,768	$ 2,575,843
Step 2						
Unencumbered Cash Balance					$ 1,373,042	$ 2,239,570
Larger Number From Step 1					$ 1,988,768	$ 2,575,843
Excess Surplus					$ -	$ -

[1] In FY 2018-19, $1.5 million was deposited into the Housing Asset Fund in error from a loan repayment due to the General Fund. The deposit will be reversed in FY 2019-20. The FY 2018-19 deposits are net of the $1.5 million deposit pending reversal.

The FY 2017-18 excess surplus calculation methodology has been updated to calculate excess surplus based on the cash balance at the beginning of the fiscal year. In last years report, the ending cash balance was used to calculate the excess surplus. Utilizing the beginning balance to calculate the excess surplus matches the methodology applied by HCD prior to redevelopment dissolution. Initially, the FY 2017-18 Annual Report reported an excess surplus of $250,802 as of June 30,2018, however, based on the updated methodology, there is no excess surplus for FY 2017-18 as shown in Table 3. Excess surplus for FY 2018-19 was calculated applying this same methodology. There is no excess surplus balance for FY 2018-19.

If the City incurs an excess surplus balance in the future, the City must expend or encumber the excess surplus amount within three fiscal years. If the City fails to comply, the City must transfer the excess surplus amount to HCD within ninety days of the third fiscal year. Although Pinole has not incurred an excess surplus through FY 2018-19, the Housing Successor is projected to have an excess surplus of approximately $500,000 in FY 2019-20 if it does not encumber Housing Asset Funds before the end of the fiscal year. The City plans on encumbering funds by June 30, 2019 to develop affordable housing at 811 San Pablo Avenue in order to ensure that the Housing Successor does not have an excess surplus balance at the end of FY 2019-20. The Housing Successor will continue monitoring its deposits and fund balance to avoid an excess surplus issue.

TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1.

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes four properties and several loans receivable transferred from the former Agency. The Portfolio had a value of $5,508,870 in FY 2018-19, as detailed in Table 4.

Table 4 Portfolio Value of Real Properties and Loans Receivable	
Asset	**Amount**
Real Properties	
Grove Land (Samuel Street)	62
Faria House Land (2100 San Pablo Ave)	355,000
Collins Housing (612 Tennent Ave)	625,000
Vacant Land (811 San Pablo Ave)	242,008
Subtotal	*$1,222,070*
Loans Receivable	
Bridge Housing Note	983,763
Alvarez Court Note	1,693,937
East Bluff Note	1,048,541
First-Time Homebuyer Loans	324,771
Housing Rehab Loans	63,798
SERAF Loan	4,291,575
Allowance for uncollectable notes	(4,119,585)
Subtotal	*$4,286,800*
Total Portfolio Value	**$5,508,870**

Source: City of Pinole

PROPERTY DESCRIPTIONS AND DISPOSITION STATUS

The Agency transferred five properties to the Housing Successor. One of the properties was sold in FY 2017-18. HSC Sections 33334.16 and 34176.1(e) require the City to initiate activities to develop affordable housing on developable properties within five years from the date DOF approved the transfer of the properties as housing assets from the former Agency to the City, or February 15, 2018. The City extended the deadline to February 15, 2023, by action of the City Council on November 21, 2017 as permitted by law. The properties are described below.

- Grove Vacant Land (Samuel Street): Pursuant to a Development and Disposition Agreement, this property is required to remain vacant as open space for an adjacent property. The property has a steep slope and cannot be developed.

- Faria House Vacant Land (2100 San Pablo Avenue): This 2.3-acre parcel of vacant land is park land in which the Faria House resides.

- Collins House (612 Tennent Avenue): The City has been working with a broker to market this property for sale but has not received any viable offers to date. The City will continue to solicit offers.

- Vacant Land (811 San Pablo Avenue): The City issued a Request for Proposals to develop this property in June 2018. City negotiations with a non-profit to develop the property with 18 units of affordable multifamily housing were unsuccessful due to the developer's inability to obtain project funding. The City reissued a Request for Proposals in January 2020 and plans to select a development proposal in June 2020.

The City will ensure that the Collins House and 811 San Pablo Avenue are developed or sold by February 15, 2023.

LOANS RECEIVABLE

The Housing Asset Fund has approximately $4.3 million in loans receivable The Supplemental Educational Revenue Augmentation Fund ("SERAF") loan receivable of $4,291,575 is for an amount due to the Housing Successor payable from Redevelopment Property Tax Trust Funds (RPTTF) due from the Successor Agency to the Redevelopment Agency of the City of Pinole (the "Successor Agency"). Staff expects the Successor Agency will begin repaying this loan in one to two years when enough RPTTF is available, following repayment of the 2015B Taxable Bonds.

Additionally, the Housing Successor has approximately $383,400 in outstanding First-Time Homebuyer Loans and Housing Rehabilitation Loans. The First-Time Homebuyer and Housing Rehabilitation Loans have different maturity dates ranging from 2022 through 2099. A total of $267,800 are deferred loans.

HOMEOWNERSHIP UNIT INVENTORY

Table 5 presents an inventory of homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects the former Agency's investment of moneys from its Housing Asset Fund.

Table 5
Homeownership Unit Inventory

Project Name / Address	Unit No.	Covenant Expiration
Maiden Lane		
620 Maiden Lane	1	10/30/2054
609 Maiden Lane	1	9/22/2054
Heritage Park		
2051 Buena Vista Drive	1	9/23/2056
2061 Buena Vista Drive	1	8/31/2056
2071 Buena Vista Drive	1	11/7/2056

Source: City of Pinole

APPENDIX 1 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

Housing Successor Reporting Requirements *Health and Safety Code Section 34176.1(f)*		
Housing Asset Fund Revenues & Expenditures	**Other Assets and Active Projects**	**Obligations & Proportionality**
Total amount deposited in the Housing Asset Fund for the fiscal year Amount of deposits funded by a Recognized Obligation Payment Schedule ("ROPS")	Description of any project(s) funded through the ROPS	Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor
Statement of balance at the close of the fiscal year	Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing)	Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle
Description of Expenditures for the fiscal year, broken out as follows: • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted	Other "portfolio" balances, including: • Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable	Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies
Description of any transfers to another housing successor for a joint project	Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low- and Moderate-Income Housing Fund	Amount of any excess surplus, and, if any, the plan for eliminating it

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APPENDIX 2 – HOUSING ASSET TRANSFER FORM

The Housing Asset Transfer Form is attached as a separate document.

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APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Housing Asset Fund Expenditure Requirements *Health and Safety Code Section 34176.1*		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring	**$275,443 maximum** for FY 2018-19 (limit varies each year)	Administrative activities such as: • Professional services (consultant fees, auditor fees, etc.) • Staff salaries, benefits, and overhead for time spent on Housing Successor administration • Compliance monitoring to ensure compliance with affordable housing and loan agreements • Property maintenance at Housing Successor-owned properties Capped at $200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT (“Portfolio”), whichever is greater.
Homeless Prevention and Rapid Rehousing Solutions	**$250,000 maximum** per fiscal year	Services for individuals and families who are homeless or would be homeless but for this assistance, including: • Contributions toward the construction of local or regional homeless shelters • Housing relocation and stabilization services including housing search, mediation, or outreach to property owners • Short-term or medium-term rental assistance • Security or utility deposits • Utility payments • Moving cost assistance • Credit repair • Case management • Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	“Development” includes: • New construction • Acquisition and rehabilitation • Substantial rehabilitation • Acquisition of long-term affordability covenants on multifamily units • Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

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Housing Asset Fund Expenditure Requirements *Health and Safety Code Section 34176.1*		
Expense Category	Limits	Allowable Uses
	Income Targets	Every five years (currently FYE 2020-2024), Housing Asset Funds must meet income targets: • At least 30% on extremely low-income rental households (up to 30% AMI or "Area Median Income") • No more than 20% on low income households (60-80% AMI) Moderate and above moderate-income households may not be assisted (above 80% AMI). Failure to comply with the extremely low-income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.
	Age Targets	For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.

3487661.1

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CITY COUNCIL REPORT

7D

DATE: MARCH 17, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

SUBJECT: ADOPT A RESOLUTION TO ACCEPT AND FILE A NOTICE OF COMPLETION FOR THE FERNANDEZ PARK RESTROOM BUILDING REPLACEMENT PROJECT

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to accept and file of a Notice of Completion for the Fernandez Park Restroom Building Replacement Project.

BACKGROUND

The adopted Capital Improvement Plan includes the Fernandez Park Restroom Building Replacement Project. A contract for the construction of the Fernandez Park Restroom Building Replacement Project was awarded, in the amount of $310,353, to MVP Construction on May 21, 2019 by the City Council. At the time of award, Council rejected the lowest bid, of $279,918.70, as non-responsive due to omissions in the bid package.

The project was funded by Local Measure S 2014 Funds.

Coastland Engineering prepared the plans and specifications for the project and assisted with submittal review during the project.

REVIEW & ANALYSIS

The Notice to Proceed was issued on August 27, 2019. Construction began on September 9, 2019 and was completed on March 2, 2020. The contractor supplied, as a substitution, a prefabricated restroom built by California Restroom Company as an “or equal” to the listed CXT Restroom. The substitution was requested by the prime contractor MVP Construction because CXT was not able to perform as per the contract. The Public Contract Code sets forth the requirements for a substitution. The Public Contract Code and contract specifications were followed to approve the requested substitution. There are small, immaterial differences between the supplied restroom and the specified restroom.

A Notice of Completion was prepared on March 2, 2020 when the Contractor completed the work by supplying the City with a warranty bond, which is required to be supplied prior to acceptance of the project.

Once the City Council accepts this Notice of Completion, staff will file the Notice of Completion with the County Clerk Recorder in accordance with the Public Contract Code. The Notice of Completion, and the filing with the County Clerk, is required for the mechanic's lien process as detailed in the Public Contract Code.

Further, upon acceptance of the Notice of Completion, staff will furnish the Contractor with the proposed final pay amount. The proposed final pay estimate is required to inform the contractor of the City's intent to compensate the Contractor for the work as detailed by the plans and specifications.

FISCAL IMPACT

The approved amount of the contract at the time of award was $318,603. Several change orders, listed below, were approved, bringing the proposed final pay amount to $330,195. This project amount falls within the $333,603 budget approved by the City Council.

Description	Amount	Revised Total
Soil Testing	$1,577	$320,180
Remove and replace additional asphalt pavement	$3,438	$323,618
Fence footing removal and replacement	$1,067	$324,685
Additional subgrade prep	$3,673	$328,358
Additional subgrade prep	$1,837	$330,195

Two requests for additional compensation were rejected as the items for which payment was requested were addressed within the contract as work of the contract.

ATTACHMENTS:

A Resolution
B Notice of Completion

ATTACHMENT A

RESOLUTION NO. 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO ACCEPT AND FILE A NOTICE OF COMPLETION FOR THE FERNANDEZ PARK RESTROOM BUILDING REPLACEMENT PROJECT

WHEREAS, the City of Pinole entered into an Agreement with M V P Construction for the Fernandez Park Restroom Building Replacement Project, and

WHEREAS, the Coastland Engineering completed the plans and specifications for the Project, and

WHEREAS, Construction began on September 9, 2019 and was completed on March 2, 2020, and

WHEREAS, all work on the Project was completed in accordance with the approved project plans and specifications.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Pinole does hereby accept, and directs the filing of, the Notice of Completion for the Fernandez Park Restroom Building Replacement Project.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 17th day of March 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 17th day of March 2020.

____

Heather Iopu, CMC
City Clerk

Recording Requested By and Return To:

City of Pinole
Public Works
2131 Pear Street
Pinole, CA 94564

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN of completion of the following public work, generally described as Fernandez Park Restroom Building Replacement:

1. Description of public work improvement:

   Name of Project: Fernandez Park Restroom Building Replacement
   Contract No.: # PA1708
   Location of Work: 595 Tennent Avenue Pinole, CA 94564

2. Contract for the performance of such work was awarded to

   M V P Construction LLC
   2410 Saybrook Place
   Martinez, CA 94553

3. Value of the work is $ 330,195.00

4. Project Owner:

   City of Pinole
   2131 Pear Street
   Pinole, CA 94564

5. The real property described herein is owned by the City of Pinole in fee.

6. Construction Lender: None

7. Date of Completion: March 2, 2020

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

Recording of this document is requested for and on behalf of the City of Pinole pursuant to Section 6103 and 27383 of the Government Code.

CITY OF PINOLE
A Municipal Corporation

____
Tamara Miller
Development Services Manager/ City Engineer

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CITY COUNCIL REPORT

9A

DATE: MARCH 17, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/ CITY ENGINEER

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

RECOMMENDATION

Staff recommends adoption of a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Michael Baker International to extend the term on the existing contract for the preparation of several fee studies.

BACKGROUND

The City last preformed a detailed service fee study for Building and Planning in 2008. The effort was done simultaneously to the Development Impact Fee Study. Service fees are those fees the City charges for services rendered to builders, developers, and homeowners to assure their projects follow our General Plan, Specific Plan, Zoning Ordinance, building and fire code, and low impact development and green infrastructure requirements. The fees have effectively recouped the cost to provide services for many years. However, the fees need to be re-analyzed and updated for a service delivery model better suited to respond to the current economic and regulatory climate. Additionally, our Development Impact Fees need to be updated as the underlying conditions of the previous nexus analysis have evolved over time. Recreation and PCTV fees are also in need of review.

In early 2017, Michael Baker who performed the work in 2008 provided a scope of work which was favorably reviewed by staff. On June 6, 2017, upon staff's recommendation the City adopted a resolution to enter into an agreement for services with Michael Baker. The work of this contract has not progressed to completion on the anticipated schedule due to city staff changes. The contract has been amended several times to extend the term.

REVIEW AND ANALYSIS

The contract needs to be extended to enable to consultant to complete the work. The City's new Planning Manager is prepared to provide the consultant with the necessary support to complete the work by June 30, 2020.

At this time the contract needs to be extended again through June 30, 2020. The amendment does not modify the contract amount.

FISCAL IMPACT

None. This amendment will not modify the previously approved contract cost.

ATTACHMENTS

A Resolution
B Contract
C Contract Amendment

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ATTACHMENT A

RESOLUTION NO. 2020-

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

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

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

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

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

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

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

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

WHEREAS, the City has extended the contract to December 31, 2019 and again needs to extend the term of the contract with Michael Baker to finish this work effort.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby authorizes the City Manager to execute an amendment to the contract with Michael Baker to extend the term of the contract through to June 30, 2020.

ATTACHMENT A

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 17th day of March, 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 17th day of March, 2020.

____
Heather Iopu, CMC
City Clerk

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

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Michael Baker International,. Inc. ("Consultant") (together sometimes referred to as the "Parties") as of June 6, 2017 (the "Effective Date") in Pinole, California.

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on February 28, 2018, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed $60,000 for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- ;
- The Consultant's signature.

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

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

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement, except as otherwise authorized by City pursuant to Section 8.3 hereunder.

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

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

2.6 Reimbursable Expenses. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

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

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

- Terminate this Agreement.

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. If a conflict between such laws arises, Consultant will promptly advise City of the situation in writing at which time both parties shall work together to seek resolution.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, each party shall bear its own costs and attorneys' fees.

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

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

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

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

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

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

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

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

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may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

____

Initialed by City Attorney's Office

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

_______________________ _______________________

_______________________ _______________________

10.8 <u>Solicitation.</u> 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 <u>Contract Administration.</u> This Agreement shall be administered by the City Engineer, Tamara Miller, who shall act as the City's representative. All correspondence shall be directed to or through City Engineer, Tamara Miller or his or her designee.

10.10 <u>Notices.</u> Any written notice to Consultant shall be sent to:

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

Any written notice to City shall be sent to:

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

10.11 Professional Seal. Intentionally Omitted.

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

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

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

CITY OF PINOLE

____
Michelle Fitzer, City Manager

CONSULTANT

____
Name: ________________
Vice President

Consultant's City of Pinole Business

License #:____________________

Attest:

____
City Clerk

Approved as to Form:

____
Benjamin T. Reyes II, City Attorney

EXHIBIT A
SCOPE OF SERVICES & BUDGET

Baker
INTERNATIONAL

We Make a Difference

May 16, 2017

Revised June 22, 2017

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

RE: LETTER PROPOSAL FOR FEE STUDY UPDATE

Dear Ms. Miller:

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

SCOPE OF WORK

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

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

DEVELOPMENT IMPACT FEE UPDATE

TASK 1: CONDUCT REVIEW OF CURRENT IMPACT FEE REPORT

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

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

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

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

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

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

TASK 3: CONDUCT SURVEY AND COMPARISON OF FEES

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

TASK 4: REVIEW NEXUS ANALYSIS AND CONFIRM FINDINGS

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

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

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

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

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

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

PLANNING, BUILDING AND ENGINEERING FEE UPDATE

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

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

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

TASK 2: CONDUCT SURVEY AND COMPARISON OF FEES

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

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

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

The identification of full cost requires an understanding of the personnel and activities involved in processing the fee service. For example, the cost to process a building improvement application could require numerous steps, from a preapplication review and report preparation to Council approval and site inspection.

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

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

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

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

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

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

RECREATION AND CABLE ACCESS TELEVISION COST OF SERVICE UPDATE

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

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

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

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

TASK 2: CONDUCT SURVEY AND COMPARISON OF FEES

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

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

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

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

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

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

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

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

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

SCHEDULE

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

BUDGET

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

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

STAFF

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

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

Sincerely,

Tad Stearn
Vice President

Derek Wong, AICP
Public Finance Manager

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EXHIBIT B
CITY-FURNISHED FACILITIES

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

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ATTACHMENT C

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

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

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

1.1 Term of Agreement

Unless otherwise agreed to in writing, the termination date of this Agreement shall be extended from December 31, 2019 to June 30, 2020. All other language contained within Section 5 of the Agreement shall remain unchanged.

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

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

City of Pinole	Contractor
______________________________	________________________
Andrew Murray City Manager	
Dated: ______________________	Dated: ___________________

Approved as to Form

Eric S. Casher
City Attorney

Dated: ______________________

ATTACHMENT C

Attest:

____
Heather Iopu, CMC
City Clerk

Dated: ______________________

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CITY COUNCIL REPORT

9B

DATE: MARCH 17, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREA MILLER, FINANCE DIRECTOR

SUBJECT: REVISED FIVE-YEAR FORECAST

RECOMMENDATION

City staff recommends that the City Council accept the revised Five-Year Forecast.

BACKGROUND

Since fiscal year (FY) 2014-15, the City has presented a Five-Year Forecast as part of the annual budget. The City most recently presented a forecast as part of the FY 2019-20 budget, which the City Council adopted in June 2019.

Subsequent to that time, several the assumptions upon which the forecast was based, including employee retirement benefit costs, have become outdated. As such, City staff has prepared a revised forecast that reflects more current information and updated assumptions. (Note that staff presented a draft of the revised forecast during discussion of the charter city item at the February 25, 2020 City Council meeting.)

REVIEW AND ANALYSIS

The Five-Year Forecast contained in the FY 2019-20 budget projected the need to use significant General Fund and Measure S (2006 and 2014) fund balance for operational purposes in future years. Staff advised Council that further analysis would be conducted and that a revised forecast would be provided.

The revised Five-Year Forecast contains the following updates to format and content:

- A summary of General Fund and Measure S 2006 and 2014 funds that excludes emergency dispatch activities;
- Columns that show adopted FY 2019-20 versus revised FY 2019-20 budget;
- Revised CalPERS rates based on figures provided by CalPERS;
- CalPERS rates in FY 2020-21 through 2023-24 based on 75% classic and 25% PEPRA for miscellaneous employees, and 50% classic and 50% PEPRA for safety employees;
- Additional employee CalPERS cost sharing above the 8% standard amount in FY 2020-2022 for miscellaneous, and above the 11% standard amount for safety in FY 2020-2023;
- All other benefits increased at 4% each year; and

- FY 2018-19 reflects actuals rather than budget.

The General Fund balance as of July 1, 2018 has been updated to reflect $1.5 million from the PALC loan repayment that was received in FY 2018-19 and inadvertently recorded in the Housing Fund. These funds have been moved from the Housing Fund to the General Fund and will be reflected in the financial statements for fiscal year ending June 30, 2020 with a prior period adjustment.

FISCAL IMPACT

The revised Five-Year Forecast shows generally balanced budgets, with anticipated revenues expected to equal or exceed recommended expenditures, except for a net use of fund balance of approximately $50,000 projected in FY 2020-21 and FY 2023-24.

ATTACHMENTS

A – Revised Five-Year Forecast

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CITY OF PINOLE
FIVE-YEAR FORECAST

GENERAL FUND SUMMARY INCLUDES MEASURE S 2006 & 2014, EXCLUDES DISPATCH	2018-19 Actual	2019-20 Adopted	2019-20 Revised	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
REVENUE							
PROPERTY TAX	3,837,167	4,033,892	4,033,892	4,114,570	4,196,861	4,280,798	4,366,414
SALES TAX	3,994,720	3,629,286	3,629,286	3,701,872	3,775,909	3,851,427	3,928,456
MEAS S 2006 & 2014 LOCAL SALES TAX	4,346,662	3,971,600	4,019,100	4,050,032	4,130,033	4,211,633	4,294,866
UTILITY USERS TAX	1,812,844	1,898,000	1,898,000	1,916,980	1,936,150	1,955,511	1,975,066
FRANCHISE TAX	735,311	744,000	744,000	751,440	758,954	766,544	774,209
OTHER TAXES	884,757	858,900	858,900	876,078	893,600	911,472	929,701
OTHER REVENUE	2,685,897	2,420,360	2,447,066	2,468,767	2,518,143	2,568,505	2,619,876
Total Revenue	**18,297,359**	**17,556,038**	**17,630,244**	**17,879,739**	**18,209,649**	**18,545,891**	**18,888,589**
TRANSFERS IN	6,290,688						
PENSION TRANSFER IN [6]		900,938	900,938	1,465,765	1,866,242	2,258,567	2,527,151
Total Sources	**24,588,047**	**18,456,976**	**18,531,182**	**19,345,504**	**20,075,891**	**20,804,458**	**21,415,739**
EXPENDITURES							
SALARIES	8,593,887	9,138,860	9,130,226	9,413,026	9,695,417	9,986,279	10,285,867
BENEFITS - PERS RETIRE	1,792,051	2,695,381	2,685,381	3,257,816	3,658,292	4,050,617	4,319,202
BENEFITS - OTHER	3,079,527	3,092,049	3,083,939	3,215,731	3,344,360	3,478,135	3,617,260
OTHER OPERATING EXPENSES	2,461,335	3,797,889	4,311,935	2,551,572	2,642,914	2,681,578	2,770,631
DEBT SERVICE	590,433	605,433	655,215	555,000	575,000	595,000	610,000
CAPITAL PROJECTS	211,292	882,618	1,642,799	517,000	315,000	150,000	150,000
TRANSFERS OUT	21,732,833	1,328,948	1,335,137	1,249,000	1,250,500	1,251,000	1,251,500
LESS DISPATCH EXPENSES	924,755	1,197,373	1,197,373	1,356,944	1,422,209	1,488,414	1,550,163
Total Expenditures	**37,536,603**	**20,343,805**	**21,647,259**	**19,402,201**	**20,059,274**	**20,704,195**	**21,454,297**
Surplus/Deficit	**-12,948,556**	**-1,886,829**	**-3,116,077**	**-56,697**	**16,617**	**100,263**	**-38,557**
Fund Balance, July 1	26,863,425	13,914,869	13,914,869	10,798,792	10,742,095	10,758,711	10,858,975
Fund Balance, June 30	**13,914,869**	**12,028,040**	**10,798,792**	**10,742,095**	**10,758,711**	**10,858,975**	**10,820,417**
Pension Fund Balance, June 30	**17,159,258**	**16,258,320**	**16,258,320**	**14,792,555**	**12,926,314**	**10,667,747**	**8,140,596**
General Reserve Balance, June 30 [7]	**7,137,963**	**7,352,102**	**7,352,102**	**7,572,665**	**7,799,845**	**8,033,841**	**8,274,856**

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CITY OF PINOLE
FIVE-YEAR FORECAST

General Fund - 100	2018-19 Actual	2019-20 Adopted	2019-20 Revised	2020-21 Projected	2021-22 Projected	2022-23 Projected	2023-24 Projected
REVENUE:							
PROPERTY TAX	3,837,167	4,033,892	4,033,892	4,114,570	4,196,861	4,280,798	4,366,414
SALES TAX	3,994,720	3,629,286	3,629,286	3,701,872	3,775,909	3,851,427	3,928,456
UTILITY USERS TAX	1,812,844	1,898,000	1,898,000	1,916,980	1,936,150	1,955,511	1,975,066
FRANCHISE TAX	735,311	744,000	744,000	751,440	758,954	766,544	774,209
OTHER TAXES	884,757	858,900	858,900	876,078	893,600	911,472	929,701
OTHER REVENUE	3,610,652	3,617,733	3,644,439	3,825,711	3,940,351	4,056,920	4,170,039
Total Revenue	**14,875,452**	**14,781,811**	**14,808,517**	**15,186,651**	**15,501,825**	**15,822,672**	**16,143,886**
TRANSFERS IN	6,290,688						
PENSION TRANSFER IN [6]		708,615	708,615	971,486	1,282,841	1,586,525	1,782,965
Total Sources	**21,166,140**	**15,490,426**	**15,517,132**	**16,158,137**	**16,784,666**	**17,409,198**	**17,926,851**
EXPENDITURES:							
SALARIES	7,140,412	7,264,202	7,285,322	7,482,128	7,706,592	7,937,790	8,175,923
BENEFITS & INSURANCE	4,378,221	4,977,374	4,959,264	5,390,423	5,816,222	6,238,928	6,559,150
OTHER OPERATING EXPENSES	1,746,213	3,074,570	3,120,091	2,132,657	2,192,372	2,253,758	2,316,863
DEBT SERVICE	520,000	535,000	584,782	555,000	575,000	595,000	610,000
TRANSFERS OUT	21,225,833	636,448	642,637	500,000	500,000	500,000	500,000
Total Expenditures	**35,010,680**	**16,487,594**	**16,592,096**	**16,060,209**	**16,790,185**	**17,525,476**	**18,161,937**
Net Results	-13,844,540	-997,168	-1,074,964	97,928	-5,519	-116,278	-235,086
Fund Balance, July 1	21,041,322	7,196,782	7,196,782	6,121,819	6,219,747	6,214,228	6,097,950
Fund Balance, June 30	7,196,782	6,199,615	6,121,819	6,219,747	6,214,228	6,097,950	5,862,864

Measure S -2006 Fund - 105	2018-19 Actual	2019-20 Adopted	2019-20 Revised	2020-21 Projected	2021-22 Projected	2022-23 Projected	2023-24 Projected
REVENUE:							
SALES TAX	2,146,708	1,960,800	1,960,800	2,000,016	2,040,016	2,080,817	2,122,433
OTHER REVENUE	24,151	20,000	32,500	20,000	20,000	20,000	20,000
Total Revenue	**2,170,860**	**1,980,800**	**1,993,300**	**2,020,016**	**2,060,016**	**2,100,817**	**2,142,433**
PENSION TRANSFER IN [6]		184,117	184,117	302,153	363,213	423,969	473,581
Total Sources	**2,170,860**	**2,164,917**	**2,177,417**	**2,322,169**	**2,423,229**	**2,524,786**	**2,616,014**
EXPENDITURES:							
SALARIES	1,248,787	1,476,268	1,446,514	1,520,556	1,566,173	1,613,158	1,661,553
BENEFITS & INSURANCE	446,992	729,242	729,242	820,303	893,477	966,831	1,029,544
OTHER OPERATING EXPENSES	406,349	27,274	228,749	28,038	28,823	29,630	30,459
DEBT SERVICE	70,433	70,433	70,433	-	-	-	-
Total Expenses	**2,172,561**	**2,303,217**	**2,474,938**	**2,368,897**	**2,488,472**	**2,609,619**	**2,721,556**
Net Results	-1,702	-138,300	-297,521	-46,729	-65,243	-84,833	-105,543
Fund Balance, July 1	2,820,249	2,818,547	2,818,547	2,521,026	2,474,297	2,409,054	2,324,221
Fund Balance, June 30	2,818,547	2,680,247	2,521,026	2,474,297	2,409,054	2,324,221	2,218,678

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CITY OF PINOLE
FIVE-YEAR FORECAST

MEASURE S-2014 - 106	2018-19 Actual	2019-20 Adopted	2019-20 Revised	2020-21 Projected	2021-22 Projected	2022-23 Projected	2023-24 Projected
REVENUE:							
SALES TAX	2,139,620	1,960,800	1,960,800	2,000,016	2,040,016	2,080,817	2,122,433
OTHER REVENUE	36,183	30,000	65,000	30,000	30,000	30,000	30,000
Total Revenue	**2,175,803**	**1,990,800**	**2,025,800**	**2,030,016**	**2,070,016**	**2,110,817**	**2,152,433**
PENSION TRANSFER IN [6]		8,206	8,206	192,126	220,188	248,072	270,605
Total Sources	**2,175,803**	**1,999,006**	**2,034,006**	**2,222,142**	**2,290,204**	**2,358,889**	**2,423,038**
EXPENDITURES:							
SALARIES	204,687	398,390	398,390	410,342	422,652	435,332	448,391
BENEFITS & INSURANCE	46,364	80,814	80,814	262,820	292,954	322,993	347,767
OTHER OPERATING EXPENSES	308,774	696,045	963,095	390,877	421,719	398,190	423,308
CAPITAL PROJECTS	211,292	882,618	1,642,799	517,000	315,000	150,000	150,000
TRANSFERS OUT	507,000	692,500	692,500	749,000	750,500	751,000	751,500
Total Expenses	**1,278,117**	**2,750,367**	**3,777,598**	**2,330,039**	**2,202,825**	**2,057,515**	**2,120,967**
Net Results	897,686	-751,361	-1,743,592	-107,897	87,379	301,374	302,071
Fund Balance, July 1	3,001,854	3,899,540	3,899,540	2,155,947	2,048,050	2,135,430	2,436,804
Fund Balance, June 30	3,899,540	3,148,179	2,155,947	2,048,050	2,135,430	2,436,804	2,738,875

ASSUMPTIONS:

[1] 3% Salary increases included each year
[2] 2.8% operating expenses applied based on four year average.
[3] PERS rate increases applied based on 75% classic and 25% PEPRA for miscellaneous; and 50% classic and 50% PEPRA for safety in all years.
[4] PERS rate increases are reflected at 8% cap on misc. and 11% cap on safety employee share towards employer costs. Additional employee share in 2020-2023 for safety and 2020-2022 for miscellaneous.
[5] All other benefits increased 4% each year.
[6] Transfers In beginning in FY2019-20 is from the Section 115 Pension Fund to offset PERS increases.
[7] General Reserve balance includes an estimated 3% annual earnings.

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CITY COUNCIL REPORT

9C

DATE: MARCH 17, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER
ROXANE STONE, MANAGEMENT ANALYST

SUBJECT: PROVIDE STAFF DIRECTION ON A FOURTH OF JULY FIREWORKS SHOW

RECOMMENDATION

Staff recommends that the City Council discuss and provide direction on a Fourth of July fireworks show.

BACKGROUND

In the past, the City of Pinole conducted a successful Fourth of July public fireworks display, which was well attended by residents of Pinole and surrounding communities. However, due to the economic downturn in 2008, the City eliminated funding for the fireworks display. In 2008, the last year the City had a fireworks show, the display cost $13,000, of which the General Fund and Redevelopment Agency each paid 50%.

REVIEW AND ANALYSIS

On February 19, 2019, Council Member Salimi requested a future agenda item to discuss reinstating the Fourth of July fireworks display in Pinole. The City Council supported the request but added that the discussion should include outside financing resources and impacts to staff.

Firework Companies

Several items require consideration in planning a fireworks display, including: 1) selecting a fireworks company, 2) determining the length of time of the show, 3) selecting a location, 4) securing the date and 5) obtaining a price. Additionally, the fireworks shell size plays a factor in the cost and the location. Most companies provide differing shell sizes in their shows. A 3" shell will travel approximately 300 feet high and 300 feet in diameter and a 6" shell will travel approximately 600 feet high and 600 feet in diameter.

Staff has obtained preliminary proposals from three companies to get a sense of the cost. Below is a summary of the information obtained.

1. Pyro-Spectaculars – the minimum fee to provide the fireworks display on July 4 is $26,000 and $22,800 for July 3. (These amounts are estimates since the company is dealing with tariff issues with China. They will have firm figures once we finalize a contract). This would provide a display of approximately 15 minutes.

2. Devastating Pyrotechnics - has provided a proposal of $15,000 for July 4, and $10,000 for July 3. The show is estimated to run approximately 20 minutes.

3. Fireworks of America - has provided a proposal of $20,000 for July 4 and $18,990 for July 3. Each show would run approximately 15 minutes.

Display Location

When evaluating a suitable location for the fireworks display, staff first looked at the former fireworks launch site from 2008 which was at or near the Water Pollution Control Plant (WPCP). Upon review of the site, Fire and Development Services Departments expressed concerns and advised against utilizing the previous launch site for the reasons stated below.

1. The WPCP has four (4) areas that include various fuel tanks, sodium bisulfate and sodium hypochlorite, and ferric chloride located within the safety zone.

2. A portion of the new Bay Trail Bridge is in the safety zone.

3. EBRPD has not confirmed that the bridge is designed to hold people shoulder to shoulder across the span of the bridge.

4. Allowing people onto the bridge and in the Bay Front Park encourages pedestrians to walk across the railroad tracks at an unimproved location. There is no pedestrian designated crossing.

5. In the event of an emergency (medical or otherwise) on the bridge, public safety personnel would not be able to respond quickly.

Staff has also visited and evaluated various other locations (Attachment A), described below. However, based on fall zone requirements, the use of a barge was deemed to be the only viable option.

The locations below were evaluated but deemed not suitable for a fireworks site.

- An area adjacent to the WPCP in Pinole (1 Tennent Ave) - Per the City's Developmental Services Director, Tamara Miller, there is no vehicle access to this area. While this may be the most ideal area according to the Pyrotechnic Vendor, without vehicle access material for the display cannot be brought in.

- An area behind the WPCP (located in Hercules). This property is owned by the City of Hercules. Staff reached out and spoke to the Hercules City Manager, David Biggs, and he is willing to partner with the City of Pinole for the use of the land. A site visit by the Team concluded that this still also possess some concerns given its proximity of the railroad and fall out boundaries.

- Pinole Shores II Business Park- The City would be held to 3" shells but again due to its proximately to residential homes and the fall out boundaries, this site is not the best option.

- Fernandez Park- A smaller show could be held here but the City would be held to 3" shells. The Team also expressed some concerns due to the proximity to residential homes.

Devastating Pyrotechnics is the only vendor that is willing to arrange barge services and Westar Marine is the only company in the area that is able to load and carry fireworks. The additional cost for this service is $11,650 if they do a same day load in tow to Pinole. If the tow is performed the day prior, the cost is $12,650. The recommendation from Devastating Pyrotechnics is that if the City requires utilizing a barge service, that it be done the day prior to the event to avoid any last-minute issues.

If Council wishes to move forward, there is additional information that will need to be obtained regarding the use of a barge, including potential approval from the Department of Fish and Game and the Coast Guard. Staff has reached out to both departments to determine if permits are required, as well as contacting Devastating Pyrotechnics with regard to the size of the barge needed and is waiting for a response.

Staffing/Mitigation Impacts

In order to hold a fireworks event, there would be additional City staffing expenses and logistics. The costs are mainly attributed to crowd safety and control assuming residents utilize the bridge to watch the fireworks display show.

- The Fire Department expenses are estimated to be approximately $2,500. This would include one (1) additional Fire suppression staff (for a total of 4) and one (1) additional apparatus, likely a small truck to allow access in a small and crowded space if medical assistance were needed on the bridge.

- Police expenses are expected to be approximately $4,170. This cost represents two sergeants at 5 ½ hours of overtime; nine officers at 5 ½ hours of overtime; and two Community Services Officers at regular straight time.

- Public Works expenses are expected to be approximately $2,900. This amount reflects overtime for three Public Works Maintenance Workers, one Public Works Supervisor, three vehicles, and equipment for a street closure at Tennent Ave. Part of the reason for this level of staffing is due to the need to monitor the new Bay Trail Bridge for safety reasons. That effort will also require coordination with the East Bay Regional Park District.

- Optimize chemical levels at the WPCP to reduce the risk in case of a wayward fireworks shell.

- The cost of approvals/permits from various agencies is unknown at this time.

Funding Participation Efforts

In previous years, fundraising activities were used to offset the cost of the fireworks display. Should the Council wish to seek assistance in funding of the fireworks, staff can reach out to the Chamber, local merchants, and other organizations to seek contributions and/or sponsorship of the event.

FISCAL IMPACT

Preliminary cost estimates for a fireworks display, including staff costs, are $31,220 to $32,220 for July 3 and $36,220 to $37,220 for July 4.

Funding for a fireworks show was not included in the FY 2019/20 budget. Staff is recommending that Council defer a fireworks show for the time being and consider including funding for one in the FY 2020/21 budget.

ATTACHMENTS:

A Location Map

ATTACHMENT B

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Site- Hercules Site

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Site- Fernandez Park