



PINOLE CITY COUNCIL AGENDA

TUESDAY
MARCH 3, 2020

PLEASE NOTE EARLY START TIME
5:30 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

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

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

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

COUNCIL MEETINGS ARE TELEVISED LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us. City Council meetings are video-streamed live on the City's website, and remain archived on the site for five (5) years.

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

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

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

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

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Greg Ramirez
Employee organizations: PPEA & IAFF

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Greg Ramirez
Employee organizations: IAFF

OPEN SESSION WILL COMMENCE UPON COMPLETION OF CLOSED SESSION DISCUSSIONS, WHICH MAY OCCUR BEFORE 7:00 PM

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

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 the February 18, 2020
- B. Receive the February 15, 2020 – February 28, 2020 List of Warrants in the Amount of \$270,322.42 and the February 21, 2020 Payroll in the Amount of \$503,148.77
- C. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between July & December 2019, Considered At An Administrative Hearing On February 6, 2020 [Action: Adopt Resolution per Staff Recommendation (Iopu)]
- D. Amend Fiscal Agreement For The Improvement Of The Pinole-Hercules Water Pollution Control Plant [Action: Authorize the City Manager to Amend the Agreement 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

NONE

10. NEW BUSINESS

- A. Authorize The City Manager To Execute An Agreement With ENGIE Services Inc To Assess And Provide Recommendations On Energy Conservation And Generation Improvements [Action: Adopt Resolution per Staff Recommendation (T. Miller)]

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 March 17, 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: February 27, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
February 18, 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 **6:00** p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Andrew Murray, City Manager
Hector De La Rosa, Assistant City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Tamara Miller, Development Services Director/City Engineer
Chris Wynkoop, Fire Chief

City Clerk Iopu announced the agenda was posted on February 13, 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. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa
Employee organizations: PPEA & IAFF

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 401-162-003 (Bank); 401-162-001 (Corner); 401-142-010 (Blackies); 401-142-011 (Collins); 402-166-030 (811 San Pablo Avenue); 402-230-015, 402-

230-016, 402- 230-017, 402-230-018, 402-230-020 and 402-230-022 (Pinole Shores II)

Agency negotiator: City Manager Murray, Assistant City Manager Hector De La Rosa

Under negotiation: Price and terms

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

Mayor Swearingen reconvened the meeting at 7:17 p.m. There was no reportable action from the 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.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding change of law allowing voters to change their political party at their polling place up until the day of the March 3rd primary election. Made comments regarding the importance of ethical behavior.

Frances Adebola- Wilson, Pinole Library Manager, announced details of the Lunar New Year Celebration at the Pinole Library, H.A.L.O Therapy Dogs reading education program event and announced upcoming story time event with Pinole Police Department.

Debbie Long, resident of Pinole, spoke regarding the blighted condition of the Doctor's Hospital site. Asked City to have Code Enforcement monitor the site and work with the current owner to maintain the property.

Irma Rupert, resident of Pinole, asked when the fire study report will be coming back to the Council for discussion. Made suggestions with regard to the City's methods of communication with the public. Offered to volunteer.

Marybeth Falzareno, resident of Pinole, spoke regarding public and bicycle safety on our roads. Offered to volunteer to help implement safety measures for the public.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Honoring Pinole Firefighter of the Year, Eric Holt

Mayor Swearingen read the proclamation and presented it to Eric Holt, Pinole Firefighter of the Year. Mr. Holt thanked the Mayor and Council for the honor.

B. Presentations / Recognitions

None.

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.

The following speaker addressed the City Council:

Irma Rupert, resident of Pinole, spoke regarding Item 7B, asked questions of staff regarding the details of the administrative review process.

Staff responded to public question.

- A. Approve the Minutes of the Meeting of February 4, 2020
- B. Receive the February 1, 2020 – February 14, 2020 List of Warrants in the Amount of \$212,836.31 and the February 7, 2020 Payroll in the Amount of \$415,880.72
- C. Approve A Letter To Designate Andrew Murray To Serve As The Authorized Representative For The State Revolving Fund Loan For The Pinole-Hercules Water Pollution Control Upgrade Project [**Action: Adopt Resolution per Staff Recommendation (T. Miller)**]
- D. Professional Services Agreement For Preliminary Engineering Services To Advance The San Pablo Avenue Bridge Replacement Over BNSF Railroad Project [**Action: Award Contract and Adopt Resolution per Staff Recommendation (T. Miller)**]
- E. Declare The Listed Property As Surplus And Designate A Purchasing Officer To Dispose Of The Listed Property In Accordance With The Procurement Policy [**Action: Adopt Resolution per Staff Recommendation (T. Miller)**]

ACTION: Motion by Council Members Martinez-Rubin/Tave to Approve the Consent Calendar Items A-E

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

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in

an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

9. OLD BUSINESS

- A. Adoption Of The City Of Pinole Strategic Plan 2020 – 2025 [Action: Adopt Resolution per Staff Recommendation (A. Murray)]

City Manager Murray made a presentation highlighting the details of the Strategic Plan.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, asked what the timeline will be for the implementation plan. Encouraged inclusion of maintaining diversity and community engagement in the City of Pinole Strategic plan goals.

Maureen Toms, resident of Pinole, stated that Pinole already has several plans in place that include implementation, asked when the Strategic plan will be reviewed or updated, and made comments regarding the language for Goal 3, Strategy 3. Suggested amendment to the language related to housing.

Debbie Long, resident of Pinole, stated that the plan presented an accurate representation of the themes discussed at the Community engagement workshop. Stated that she would have liked to see more information regarding how the specific goals were developed; from the community input or staff input.

Ivette Ricco, resident of Pinole, spoke regarding the importance of communication and outreach with the public. Encouraged the City to improve those methods through the strategic plan process.

Irma Rupert, resident of Pinole, asked regarding past Strategic Plans and encouraged the City to review the report again in the future.

Council members made comments regarding the process, thanked participants, and asked questions of Management Partners representative, Christine Butterfield.

Ms. Butterfield and City Manager Murray addressed the questions of Council.

ACTION: Motion by Council Members Tave/Martinez-Rubin to amend the strategic plan language for Goal 3, Strategy 3

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

ACTION: Motion by Council Members Tave/Murray to Adopt the Strategic Plan 2020, with amended language for Goal 3, Strategy 3

Vote:	Passed	5-0
	Ayes:	Swearingen, Martinez-Rubin, Murray, Salimi, Tave

Noes: None
Abstain: None
Absent: None

10. NEW BUSINESS

- A. Receive and Review the FY 2019-20 Mid-Year Financial Report and Approve Budget Adjustments [**Action: Receive Report and Adopt Resolution per Staff Recommendation (A. Miller)**]

Finance Director Miller presented the report.

Council members asked questions regarding details of the report.

The following speaker addressed the City Council:

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

Staff addressed the questions of the public.

Debbie Long, resident of Pinole, asked staff details of the report. Asked question regarding the City Attorney budget. Requested an alternate format of the revised budget.

Staff addressed the public questions.

Council members asked questions.

Staff responded to questions.

ACTION: Motion by Council Members Martinez-Rubin/Tave to Approve the Budget Adjustments

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

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
1. Announcements

Mayor announced recognitions of Pinole Police Officer Jennifer Witchi and Police Chief Neil Gang for outstanding work in the Community by the Office of Congressman Thompson at an event held on Saturday, February 15th.

- B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

Mayor Pro Tem Martinez-Rubin spoke regarding ABAG meeting; gave summary of topics. Spoke regarding her recent visit at Pinole middle schools and announced the importance of engagement with the community. Attended Congressman Thompson's recognition event honoring Pinole Police staff. Updated the public on Census2020 outreach and her work with local parish to engage the public.

Council member Tave congratulated the Police Chief for the recognition received from Congressman Thompson. Announced attendance at the Pinole Rotary Club Crab Feed. Attended NAACP event celebrating Black History Month.

Council member Murray announced that City of Pinole firefighter Bob Ramos passed away. Announced memorial service on Saturday March 7th at the Pinole Valley High School Theater. Made comments recognizing his life and service to the community.

D. Council Requests For Future Agenda Items.

Council member Murray asked staff regarding graffiti program and made note of areas of concern.

Mayor Swearingen requested follow-up on his previous request to discuss police staffing levels.

E. City Manager Report / Department Staff

No report.

F. City Attorney Report

City Attorney Casher announced special meeting of the Council on Tuesday, February 25th at 6:00 p.m. to discuss the topic of becoming a Charter City.

12. ADJOURNMENT to the Special City Council Meeting of February 25, 2020 In Remembrance of Amber Swartz.

At 9:31 p.m., Mayor adjourned to the Special City Council Meeting of February 25, 2020 In Remembrance of Amber Swartz, Bruce Cort and Bob Ramos

Submitted by:

Heather Iopu, CMC
City Clerk



City of Pinole, CA

7B

WARRANT LISTING

By Vendor Name

Payment Dates 02/15/2020 - 02/28/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909-01E	93265	02/21/2020	212-20340	PINOLE SQUARE PLANNING DEC 1-31 19	13,080.00
Vendor 4LE00 - 4LEAF, INC. Total:					13,080.00
Vendor: AIR10 - AIRGAS USA, LLC					
9968452065	93266	02/21/2020	100-343-42108	RENT CYL MED LARGE AIR	74.55
Vendor AIR10 - AIRGAS USA, LLC Total:					74.55
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 022020	93326	02/28/2020	100-222-42201	DRINKING WATER FOR POLICE	71.91
5025519 020620	93326	02/28/2020	500-641-42201	DRINKING WATER FOR WASTE WATER	147.00
5025531 020620	93267	02/21/2020	100-343-42108	DRINKING WATER FOR CORP YARD	71.00
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					289.91
Vendor: 1685 - ALTA PLANNING + DESIGN, INC.					
00-2019-191-4	93268	02/21/2020	212-461-42101	OTP PRAGING AND PEDESTRAIN SAFET STUDY TH 12/30/19	10,806.54
00-2019-191-6	93268	02/21/2020	212-461-42101	OTP PARKING AND PEDESTRIA STUDY TH 1/31/20	8,190.00
Vendor 1685 - ALTA PLANNING + DESIGN, INC. Total:					18,996.54
Vendor: ROD01 - ANNETTE RODRIGUEZ					
20720	93269	02/21/2020	209-552-43802	EXERCISE 8 CLASSES- SC	360.00
Vendor ROD01 - ANNETTE RODRIGUEZ Total:					360.00
Vendor: 1666 - ASSOCIATION OF GOVERNMENT ACCOUNTANTS					
149844-21020	93327	02/28/2020	100-115-42401	MEMBER DUES- FINANCE	106.00
Vendor 1666 - ASSOCIATION OF GOVERNMENT ACCOUNTANTS Total:					106.00
Vendor: ATT01 - AT&T					
000014296537	93329	02/28/2020	525-118-43101	1099BAN CABLE SERVICES IT 1/10-2/09/20	1,102.11
000014299963	93329	02/28/2020	525-118-43101	9347BAN CABLE SERVICES IT 1/11-2/10/20	659.20
000014299969	93329	02/28/2020	525-118-43101	9349BAN CABLE SERVICES IT 1/11-2/10/20	792.69
000014299970	93329	02/28/2020	525-118-43101	9346BAN CABLE SERVICES IT 1/11-2/10/20	650.08
000014299971	93329	02/28/2020	525-118-43101	9348BAN CABLE SERVICES IT 1/11-2/10/20	687.19
000014299972	93329	02/28/2020	525-118-43101	9351BAN CABLE SERVICES IT 1/11-2/10/20	201.46
000014299974	93329	02/28/2020	525-118-43101	9345BAN CABLE SERVICES IT 1/11-2/10/20	154.51
000014300497	93329	02/28/2020	525-118-43101	9017BAN CABLE SERVICES IT 1/11-2/10/20	208.77
287274105793X01282020	93270	02/21/2020	215-341-43101	I-80 MOBILITY PROJECT DEC 21-JAN 20 20	77.22
287277095767X01282020	93270	02/21/2020	215-341-43101	I-80 MOBILITY PROJECT DEC 21-JAN 20 20	77.22
JAN 24 20-5000	93328	02/28/2020	525-118-43101	DSL INTERNET 12/25/19-2/24/20	148.35
Vendor ATT01 - AT&T Total:					4,758.80
Vendor: 1320 - BADAWI & ASSOCIATES					
1759	93271	02/21/2020	100-115-42101	2019 AUDIT SERVICES	1,640.00
1759	93271	02/21/2020	105-115-42101	2019 AUDIT SERVICES	1,183.00

WARRANT LISTING

Payment Dates: 02/15/2020 - 02/28/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
1759	93271	02/21/2020	106-115-42101	2019 AUDIT SERVICES	1,183.00
Vendor 1320 - BADAWI & ASSOCIATES Total:					4,006.00
Vendor: BAX00 - BADGE FRAME, INC.					
358824	93272	02/21/2020	100-222-42514	ENGRAVE PLATES- PD	37.54
Vendor BAX00 - BADGE FRAME, INC. Total:					37.54
Vendor: BAR42 - BARNEY & RUSSUM ANIMAL CLINIC					
316994	93330	02/28/2020	100-221-42514	ROUTINE EXAMS- PD	416.18
Vendor BAR42 - BARNEY & RUSSUM ANIMAL CLINIC Total:					416.18
Vendor: BEA03 - BEARING ENGINEERING CO.					
5540646	93273	02/21/2020	500-641-42107	SUPPLIES/PARTS- TP	220.21
Vendor BEA03 - BEARING ENGINEERING CO. Total:					220.21
Vendor: ESP01 - BELINDA ESPINOSA					
MARCH 2020	93331	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	92.93
Vendor ESP01 - BELINDA ESPINOSA Total:					92.93
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5909267	93274	02/21/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	766.93
5915077	93274	02/21/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	792.50
5915078	93274	02/21/2020	209-552-43804	VALENTINE'S DAY LUNCHEON- SC	789.42
5919993	93332	02/28/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	1,306.89
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,655.74
Vendor: BLU01 - BLUE SKY SPORTS					
AAJ008132	93333	02/28/2020	100-110-42514	PLATES- CITY COUNCIL	31.41
Vendor BLU01 - BLUE SKY SPORTS Total:					31.41
Vendor: LOW01 - BRIAN LOWRY					
MARCH 2020	93334	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1.49
Vendor LOW01 - BRIAN LOWRY Total:					1.49
Vendor: 1654 - BRINK'S INCORPORATED					
11029140	93275	02/21/2020	100-115-42101	TRANSPORTATION 2/01-2/29/20	171.84
Vendor 1654 - BRINK'S INCORPORATED Total:					171.84
Vendor: CAL04 - CALCON SYSTEMS, INC.					
46128	93335	02/28/2020	500-641-42107	SERVICE CALL LABOR PRIMARY BYPASS GATE- TP	3,632.68
46148	93335	02/28/2020	500-642-42108	SERVICE CALLS LABOR- TP	620.00
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					4,252.68
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000015953629	93336	02/28/2020	100-111-41004	2020 REPLACEMENT CHARGES FOR CITY OF PINOLE	1,166.49
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					1,166.49
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
607084	93276	02/21/2020	500-641-44305	LAB SUPPLIES- TP	90.25
607238	93276	02/21/2020	500-641-44305	LAB SUPPLIES- TP	180.50
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					270.75
Vendor: CAP10 - CAP-HILLTOP					
31195	93277	02/21/2020	100-345-42108	OUTDOOR CLEANING OF PARKS	1,000.00
Vendor CAP10 - CAP-HILLTOP Total:					1,000.00
Vendor: CCP03 - CCP INDUSTRIES					
IN02467582	93278	02/21/2020	500-641-44410	SAFETY CLOTHING- TP	67.49
IN02468217	93278	02/21/2020	500-641-44410	SAFETY CLOTHING- TP	31.74
Vendor CCP03 - CCP INDUSTRIES Total:					99.23
Vendor: 1108 - CHRIS FODOR					
22420	93337	02/28/2020	100-221-42302	COSTS ICI HOMICIDE CLASS MARCH 22- APRIL 2 2020	1,020.72

WARRANT LISTING

Payment Dates: 02/15/2020 - 02/28/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
22420	93337	02/28/2020	100-221-42303	COSTS ICI HOMICIDE CLASS MARCH 22- APRIL 2 2020	450.00
Vendor 1108 - CHRIS FODOR Total:					1,470.72
Vendor: CIT08 - CITY MECHANICAL, INC					
62567	93279	02/21/2020	209-558-42108	LABOAR SERVICE- YC	397.50
Vendor CIT08 - CITY MECHANICAL, INC Total:					397.50
Vendor: COM20 - COMCAST					
FEB 14 20-0875	93338	02/28/2020	100-117-43105	COMCAST BUSINESS 2/19-3/18/20- CITY OF PINOLE	29.88
FEB 16 20-0511	93338	02/28/2020	100-221-42514	COMCAST BUSINESS 2/21-3/20/20- POLICE	176.20
Vendor COM20 - COMCAST Total:					206.08
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
702959	93339	02/28/2020	100-343-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES JAN 2020	5,581.06
702959	93339	02/28/2020	310-347-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES JAN 2020	306.52
702959	93339	02/28/2020	310-348-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES JAN 2020	153.26
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					6,040.84
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82005415	93340	02/28/2020	525-118-42510	REALQUEST FOR JANUARY	668.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					668.41
Vendor: CRE04 - CSI ERGONOMIC FURNITURE, INC					
24921	93341	02/28/2020	100-117-47103	OFFICE FURNITURE	5,769.32
Vendor CRE04 - CSI ERGONOMIC FURNITURE, INC Total:					5,769.32
Vendor: COO13 - DANA COOK					
MARCH 2020	93342	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	353.28
Vendor COO13 - DANA COOK Total:					353.28
Vendor: HUG01 - DANNY HUGHES					
MARCH 2020	93343	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HUG01 - DANNY HUGHES Total:					0.48
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
431268	93280	02/21/2020	100-221-42101	FINGERPRINT SERVICES- PD	292.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					292.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83468158	93344	02/28/2020	500-10601	DIESEL FOR CORP YARD	2,615.28
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					2,615.28
Vendor: DOL01 - DOLAN'S LUMBER					
JAN 31 20	93281	02/21/2020	100-345-42108	JAN STMT FULL PAYMENT	9.79
Vendor DOL01 - DOLAN'S LUMBER Total:					9.79
Vendor: 1804 - DR. FERIEL EL GHAOU					
22820	93345	02/28/2020	100-000-31510	2020 BL OVERPAYMENT	1.00
Vendor 1804 - DR. FERIEL EL GHAOU Total:					1.00
Vendor: 1779 - D-TAC K9 LLC					
1863	93282	02/21/2020	100-221-42514	BASIC HANDLER COURSE FOR OFFICER- PD	6,500.00
Vendor 1779 - D-TAC K9 LLC Total:					6,500.00
Vendor: EBM01 - EBMUD					
20576-020520	93283	02/21/2020	100-345-43102	2948 VON DOOLEN CT-IRRIGATION USE ONLY	52.46
Vendor EBM01 - EBMUD Total:					52.46

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Vendor: EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT.					
L0585483488	93284	02/21/2020	100-221-41012	UNEMPLOYMENT TAX PERIOD ENDING 31-DEC-2019	3,150.00
L0585483488	93284	02/21/2020	100-231-41012	UNEMPLOYMENT TAX PERIOD ENDING 31-DEC-2019	872.00
L0585483488	93284	02/21/2020	998-20113	UNEMPLOYMENT TAX PERIOD ENDING 31-DEC-2019	-7.03
Vendor EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT. Total:					4,014.97
Vendor: 1803 - ELSA ZAVALA					
21920	93346	02/28/2020	209-20308	PSC MAIN HALL RENTAL 2/15/20 DEPOSIT REFUND	250.00
Vendor 1803 - ELSA ZAVALA Total:					250.00
Vendor: 1592 - EMERGENCY SERVICES CONSULTING INTERNATIONAL					
19-449	93347	02/28/2020	105-231-42101	CONSULTING MONTHLY INVOICING	7,200.00
Vendor 1592 - EMERGENCY SERVICES CONSULTING INTERNATIONAL Total:					7,200.00
Vendor: ENP01 - eNPDES.com & ASSOCIATES					
20620	93348	02/28/2020	500-641-44305	CIWQS ESMR SOFTWARE LICENSING AND TECH SUPPORT	1,700.00
Vendor ENP01 - eNPDES.com & ASSOCIATES Total:					1,700.00
Vendor: VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information					
FA024012	93285	02/21/2020	500-641-42107	SUPPLIES/PARTS- TP	1,323.68
FA024051	93285	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	716.33
Vendor VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information Total:					2,040.01
Vendor: FAR01 - FARMER BROS. COFFEE					
69827159	93286	02/21/2020	209-552-43804	COFFEE- SC	595.45
Vendor FAR01 - FARMER BROS. COFFEE Total:					595.45
Vendor: FAS02 - FASTENAL					
CAS1718174	93287	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	1,187.10
CAS1718202	93287	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	420.90
Vendor FAS02 - FASTENAL Total:					1,608.00
Vendor: FIS01 - FISHER SCIENTIFIC					
8277011	93288	02/21/2020	500-641-44305	SUPPLIES- TP	33.19
8729112	93288	02/21/2020	500-641-44305	SUPPLIES- TP	124.61
Vendor FIS01 - FISHER SCIENTIFIC Total:					157.80
Vendor: 1794 - GARRY BETTENCOURT					
21820	93289	02/21/2020	100-000-31510	REFUND OF BL R20-00399	196.00
21820	93289	02/21/2020	226-000-34223	REFUND OF BL R20-00399	4.00
Vendor 1794 - GARRY BETTENCOURT Total:					200.00
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
MARCH 2020	93290	02/21/2020	201-343-42513	1340 FITZGERALD DRIVE LEASE PAYMENT- PINOLE VISTA	100.00
Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:					100.00
Vendor: GRA03 - GRAINGER					
9421257636	93291	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	231.49
9425057032	93291	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	39.32
9425253250	93291	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	72.49
9429198139	93291	02/21/2020	500-641-42107	PARTS/SUPPLIES- TP	361.77
Vendor GRA03 - GRAINGER Total:					705.07
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006L6100	93349	02/28/2020	500-641-42107	PARTS/TOOLS- TP	91.41
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					91.41
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
MARCH 2020	93350	02/28/2020	100-110-41002	DENTAL TRUST PREMIUM	581.32
MARCH 2020	93350	02/28/2020	100-112-41002	DENTAL TRUST PREMIUM	156.94
MARCH 2020	93350	02/28/2020	100-115-41002	DENTAL TRUST PREMIUM	470.82
MARCH 2020	93350	02/28/2020	100-116-41002	DENTAL TRUST PREMIUM	219.12

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MARCH 2020	93350	02/28/2020	100-117-41002	DENTAL TRUST PREMIUM	156.94
MARCH 2020	93350	02/28/2020	100-221-41002	DENTAL TRUST PREMIUM	156.94
MARCH 2020	93350	02/28/2020	100-221-41002	DENTAL TRUST PREMIUM	1,958.22
MARCH 2020	93350	02/28/2020	100-222-41002	DENTAL TRUST PREMIUM	415.02
MARCH 2020	93350	02/28/2020	100-223-41002	DENTAL TRUST PREMIUM	1,695.64
MARCH 2020	93350	02/28/2020	100-231-41002	DENTAL TRUST PREMIUM	1,494.72
MARCH 2020	93350	02/28/2020	100-341-41002	DENTAL TRUST PREMIUM	447.60
MARCH 2020	93350	02/28/2020	100-343-41002	DENTAL TRUST PREMIUM	1,075.36
MARCH 2020	93350	02/28/2020	105-221-41002	DENTAL TRUST PREMIUM	823.66
MARCH 2020	93350	02/28/2020	105-231-41002	DENTAL TRUST PREMIUM	62.18
MARCH 2020	93350	02/28/2020	106-222-41002	DENTAL TRUST PREMIUM	133.72
MARCH 2020	93350	02/28/2020	106-231-41002	DENTAL TRUST PREMIUM	133.72
MARCH 2020	93350	02/28/2020	204-227-41002	DENTAL TRUST PREMIUM	313.88
MARCH 2020	93350	02/28/2020	209-551-41002	DENTAL TRUST PREMIUM	156.94
MARCH 2020	93350	02/28/2020	209-552-41002	DENTAL TRUST PREMIUM	124.36
MARCH 2020	93350	02/28/2020	209-554-41002	DENTAL TRUST PREMIUM	156.94
MARCH 2020	93350	02/28/2020	212-462-41002	DENTAL TRUST PREMIUM	195.90
MARCH 2020	93350	02/28/2020	500-641-41002	DENTAL TRUST PREMIUM	1,067.88
MARCH 2020	93350	02/28/2020	500-642-41002	DENTAL TRUST PREMIUM	281.30
MARCH 2020	93350	02/28/2020	505-119-41002	DENTAL TRUST PREMIUM	313.88
MARCH 2020	93350	02/28/2020	998-20105	DENTAL TRUST PREMIUM	-376.06
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					12,216.94
Vendor: 1098 - HILLYARD, INC					
603754931	93292	02/21/2020	209-552-43811	SANITARY SUPPLIES- SC	505.55
Vendor 1098 - HILLYARD, INC Total:					505.55
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
0033077-IN	93351	02/28/2020	100-115-42101	CONTRACT SERVICES SALES/TRANS TAX 1ST QUARTER	1,875.73
0033077-IN	93351	02/28/2020	105-115-42101	CONTRACT SERVICES SALES/TRANS TAX 1ST QUARTER	150.00
0033077-IN	93351	02/28/2020	106-115-42101	CONTRACT SERVICES SALES/TRANS TAX 1ST QUARTER	150.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,175.73
Vendor: HOR05 - HORIZON					
1R256346	93293	02/21/2020	100-345-42108	PARTS- PW	76.05
1R256657	93352	02/28/2020	100-345-42108	PARTS- PW	147.79
Vendor HOR05 - HORIZON Total:					223.84
Vendor: 1575 - HUNT & SONS, INC					
416791	93353	02/28/2020	500-641-42107	CHEV MULTIFAK EP- TP	360.77
Vendor 1575 - HUNT & SONS, INC Total:					360.77
Vendor: IED02 - IEDA, INC.					
22889	93294	02/21/2020	100-116-42101	LABOR RELATIONS CONSULTING FEES 2/01- 2/28/20	2,197.00
Vendor IED02 - IEDA, INC. Total:					2,197.00
Vendor: MOO14 - ISSAC MOORE					
20720	93295	02/21/2020	209-552-43802	EXERCISE 1 CLASSES- SC	45.00
Vendor MOO14 - ISSAC MOORE Total:					45.00
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
20720	93296	02/21/2020	209-552-43802	BALANCE/YOGA/EXERCISE CLASSES- SC	612.50
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					612.50
Vendor: MEL05 - JAMES MELVIN					
MARCH 2020	93354	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	138.60
Vendor MEL05 - JAMES MELVIN Total:					138.60

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Vendor: PAR01 - JAMES PARROTT					
MARCH 2020	93355	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
Vendor PAR01 - JAMES PARROTT Total:					0.24
Vendor: 1483 - JAMIE CEPERNICH					
21020	93297	02/21/2020	209-20308	PSC MAIN HALL RENTAL 2/8/20 DEPOSIT REFUND	250.00
Vendor 1483 - JAMIE CEPERNICH Total:					250.00
Vendor: 1611 - JANICE M. BYER					
20720	93298	02/21/2020	209-552-43802	EXERCISE 11 CLASSES- SC	495.00
Vendor 1611 - JANICE M. BYER Total:					495.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
95690	93299	02/21/2020	100-343-42108	FEB 20 JANITORIAL SERVICES- CITY OF PINOLE	456.00
95691	93299	02/21/2020	209-552-42108	FEB 20 JANITORIAL SERVICES- SC	422.00
95692	93299	02/21/2020	209-552-43810	KITCHEN JANITORIAL SERVICE	405.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,283.00
Vendor: HAR29 - JOHN HARDESTER					
MARCH 2020	93356	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HAR29 - JOHN HARDESTER Total:					0.48
Vendor: 1549 - JONATHAN PORTER					
22420	93357	02/28/2020	100-221-42303	PER DIEM DEFENSIVE COURSE JA 5-17 20	450.00
22420-02	93357	02/28/2020	100-221-42303	PER DIEM IMPACT WEAPINS COURSE DEC 1-13 19	450.00
Vendor 1549 - JONATHAN PORTER Total:					900.00
Vendor: MIS01 - JULIAN MISRA					
MARCH 2020	93358	02/28/2020	100-117-41101	RETIREE MEDICAL/MEDICARE REIMBURSEMENT	376.00
Vendor MIS01 - JULIAN MISRA Total:					376.00
Vendor: 1682 - KAY SHEN					
20720	93300	02/21/2020	209-552-43802	EVENING/DAY TAI CHI CLASSES- SC	335.65
Vendor 1682 - KAY SHEN Total:					335.65
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000028895	93359	02/28/2020	500-641-44302	SLUDGE TO LANDFILL- TP	5,444.81
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,444.81
Vendor: COP02 - KENETH COPPO					
MARCH 2020	93360	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1,204.19
Vendor COP02 - KENETH COPPO Total:					1,204.19
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
19-326	93301	02/21/2020	212-462-42101	PROFESSIONAL SERVICES	291.25
19-327	93301	02/21/2020	207-344-42101	PROFESSIONAL SERVICES	2,191.00
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					2,482.25
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
09299	93302	02/21/2020	500-641-44303	ZETAG TOTE BAGS- TP	19,881.12
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					19,881.12
Vendor: LAN01 - LANER ELECTRIC SUPPLY, INC					
902420	93303	02/21/2020	100-343-42108	SUPPLIES	599.13
Vendor LAN01 - LANER ELECTRIC SUPPLY, INC Total:					599.13
Vendor: 1795 - LESTER CLARKE					
22120	93304	02/21/2020	100-000-31510	2020 BL REFUND	145.00
22120	93304	02/21/2020	226-000-34223	2020 BL REFUND	4.00
Vendor 1795 - LESTER CLARKE Total:					149.00

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Vendor: BRU10 - LINDA BRUNS					
MARCH 2020	93361	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	102.17
Vendor BRU10 - LINDA BRUNS Total:					102.17
Vendor: MAN01 - MANNA FOODS, INC.					
918796	93305	02/21/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	257.90
950417	93362	02/28/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	264.38
950430	93362	02/28/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	239.09
Vendor MAN01 - MANNA FOODS, INC. Total:					761.37
Vendor: IRV03 - MARGARET M IRVIN					
20720	93306	02/21/2020	209-552-43802	WRITING CLASS- SC	69.30
Vendor IRV03 - MARGARET M IRVIN Total:					69.30
Vendor: DRA01 - MARY DRAZBA					
MARCH 2020	93363	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	201.46
Vendor DRA01 - MARY DRAZBA Total:					201.46
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
31391101	93307	02/21/2020	500-641-42107	SUPPLIES/PARTS- TP	303.04
32705942	93307	02/21/2020	500-641-42107	SUPPLIES/PARTS- TP	80.24
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					383.28
Vendor: 1311 - M-GROUP					
1001583	93308	02/21/2020	212-461-42101	ON CALL PROFESSIONAL SERVICES THROUGH 12/31/19	6,382.50
2001650	93308	02/21/2020	212-461-42101	ON CALL PLANNING SERVICES THROUGH 1/31/20	8,280.00
Vendor 1311 - M-GROUP Total:					14,662.50
Vendor: 1115 - MICHELLE FITZER					
MARCH 2020	93364	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	36.49
MARCH 2020-02	93364	02/28/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	202.40
Vendor 1115 - MICHELLE FITZER Total:					238.89
Vendor: ROG02 - MILES ROGERS					
MARCH 2020	93365	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	204.34
Vendor ROG02 - MILES ROGERS Total:					204.34
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1338564	93366	02/28/2020	100-223-41008	INSURANCE PREMIUMS	258.00
1338564	93366	02/28/2020	100-231-41008	INSURANCE PREMIUMS	475.20
1338564	93366	02/28/2020	105-221-41008	INSURANCE PREMIUMS	148.50
1338564	93366	02/28/2020	204-227-41008	INSURANCE PREMIUMS	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					941.10
Vendor: MEJ04 - NORMA MEJIA					
20720	93309	02/21/2020	209-552-43802	ZUMBA CLASSES- SC	1,030.75
Vendor MEJ04 - NORMA MEJIA Total:					1,030.75
Vendor: 1708 - NUTRIENT AG SOLUTIONS, INC.					
41140537	93367	02/28/2020	106-345-47203	SUPPLIES- PW	2,916.98
Vendor 1708 - NUTRIENT AG SOLUTIONS, INC. Total:					2,916.98
Vendor: PAC41 - PACIFIC ECORISK					
16208	93310	02/21/2020	500-641-44305	NPDES TOXICITY TESTING- TP	1,046.00
Vendor PAC41 - PACIFIC ECORISK Total:					1,046.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
53713	93311	02/21/2020	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE	122.50
53713	93311	02/21/2020	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE	327.50
53713	93311	02/21/2020	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE	174.40

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53713	93311	02/21/2020	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE	5,619.33
53713	93311	02/21/2020	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE	326.00
53713	93311	02/21/2020	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE	532.60
53713	93311	02/21/2020	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE	198.00
53713	93311	02/21/2020	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
53713	93311	02/21/2020	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
53713	93311	02/21/2020	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE	60.00
53713	93311	02/21/2020	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE	65.00
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					7,837.33
Vendor: ATH02 - PATRICIA ATHENOUR					
MARCH 2020	93368	02/28/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	144.60
Vendor ATH02 - PATRICIA ATHENOUR Total:					144.60
Vendor: LON02 - PATRICIA LONG					
20720	93312	02/21/2020	209-552-43802	CWLD CLASS- SC	252.00
Vendor LON02 - PATRICIA LONG Total:					252.00
Vendor: PGE01 - PG&E					
FEB 09 20-1801	93313	02/21/2020	209-553-43103	2454 SIMAS AVE REC CTR & POOL	177.66
FEB 11 20-0498	93313	02/21/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	337.09
FEB 11 20-4157	93313	02/21/2020	100-222-43103	809 CITY HALL	17.44
FEB 12 20-0883	93313	02/21/2020	100-222-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	2,202.81
FEB 12 20-0883	93313	02/21/2020	100-223-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	440.56
FEB 12 20-0883	93313	02/21/2020	100-231-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	1,762.25
FEB 12 20-1156	93313	02/21/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	54.28
FEB 12 20-1156	93313	02/21/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	81.42
FEB 12 20-1462	93313	02/21/2020	209-552-43103	2500 CHARLES ST SENIOR CENTER	996.55
FEB 12 20-3029	93313	02/21/2020	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	84.86
FEB 12 20-7186	93313	02/21/2020	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	179.36
FEB 12 20-8716	93313	02/21/2020	500-641-43103	SEWAGE PLNT-FT OF TENNENT	4,401.67
FEB 14 20-5137	93313	02/21/2020	209-557-43103	2450 SIMAS AVE SWIM CTR	89.16
Vendor PGE01 - PG&E Total:					10,825.11
Vendor: 1009 - PRECISION IT CONSULTING					
10571	93314	02/21/2020	525-118-42101	AGREEMENT PRECISION 360 GOLD MARCH 20	14,589.95
10572	93314	02/21/2020	525-118-42101	MICROSOFT OFFICE 360 OFFICE 365	2,748.00
10604	93369	02/28/2020	525-118-47102	DELL DESKTOP	997.10
Vendor 1009 - PRECISION IT CONSULTING Total:					18,335.05
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-9	93315	02/21/2020	212-20340	LABOR JAN 20 PINOLE SQUARE REDEVELOPMENT	4,820.00
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					4,820.00

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Vendor: REC07 - RECDESK LLC					
INV-10727	93370	02/28/2020	525-118-42106	ANNUAL SUBSCRIPTION 3/1/20-2/28/21	4,600.00
Vendor REC07 - RECDESK LLC Total:					4,600.00
Vendor: RIC06 - RICHMOND BLUEPRINT & LITHO CO INC					
6263	93371	02/28/2020	212-462-42108	BOND COPY	499.27
Vendor RIC06 - RICHMOND BLUEPRINT & LITHO CO INC Total:					499.27
Vendor: 1792 - RODEO AUTOTECH, INC					
0058864	93316	02/21/2020	100-221-42107	2017 FORD POLICE INTRCPTR UTLT- PD	613.70
Vendor 1792 - RODEO AUTOTECH, INC Total:					613.70
Vendor: J&O01 - RUBBER DUST INC.					
129081	93317	02/21/2020	500-641-42107	VEHICLE MAINTENANCE SLUDGE TRUCK	1,130.93
129157	93372	02/28/2020	500-642-42107	VEHICLE MAINTENACE- TP	2,355.97
Vendor J&O01 - RUBBER DUST INC. Total:					3,486.90
Vendor: 1679 - SAFE BUILT, LLC					
PIN-20131	93318	02/21/2020	212-462-42101	PLAN CHECK SERVICES PROVIDED JAN 1-31 20	28,318.62
Vendor 1679 - SAFE BUILT, LLC Total:					28,318.62
Vendor: 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS					
32382	93373	02/28/2020	106-344-47206	HAZEL STREET STORM DRAIN DESIGN-PHASE 1	1,330.00
Vendor 1802 - SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS Total:					1,330.00
Vendor: WEB10 - SHEILA WEBB					
20720	93319	02/21/2020	209-552-43802	WATERCOLOR CLASS- SC	51.80
Vendor WEB10 - SHEILA WEBB Total:					51.80
Vendor: SHR02 - SHRED DEFENSE INC					
34667	93374	02/28/2020	100-222-42101	ON SITE PULVERIZATION- PD	161.20
Vendor SHR02 - SHRED DEFENSE INC Total:					161.20
Vendor: SQU00 - SQUARE DEAL GARAGE					
30782	93375	02/28/2020	100-221-42107	VEHICLE MAINTENANCE- PD	49.04
Vendor SQU00 - SQUARE DEAL GARAGE Total:					49.04
Vendor: STA56 - STAILING S&S RV REPAIRS					
6325-807	93376	02/28/2020	100-221-42107	EQUIPMENT MAINTENACE- PD	876.36
Vendor STA56 - STAILING S&S RV REPAIRS Total:					876.36
Vendor: SWR01 - SWRCB					
EA 0820-1273	93320	02/21/2020	500-641-44304	TWO YEAR ELAP CERTIFICATION FEES	4,310.00
Vendor SWR01 - SWRCB Total:					4,310.00
Vendor: SYA01 - SYAR INDUSTRIES, INC.					
765428	93377	02/28/2020	200-342-47205	EZ STREET ASPHALT-BULK- PW	650.69
Vendor SYA01 - SYAR INDUSTRIES, INC. Total:					650.69
Vendor: KRI01 - TERRI KRIEGER					
MARCH 2020	93378	02/28/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
Vendor KRI01 - TERRI KRIEGER Total:					0.24
Vendor: 1797 - TJAY RATLIFF					
20320	93321	02/21/2020	209-20308	PSC MAIN HALL RENTAL 2/1/20 DEPOSIT REFUND	200.00
Vendor 1797 - TJAY RATLIFF Total:					200.00
Vendor: TRA01 - TRANS BAY INSURANCE					
3806	93379	02/28/2020	100-116-42506	INSURANCE PREMIUM POLICY#62752168	175.00
3807	93379	02/28/2020	100-341-42506	INSURANCE PREMIUM ON POLICY#62746123	175.00
Vendor TRA01 - TRANS BAY INSURANCE Total:					350.00

WARRANT LISTING

Payment Dates: 02/15/2020 - 02/28/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: UNI38 - UNIVAR USA INC					
48473994	93322	02/21/2020	500-641-44303	CHEMICALS- TP	5,140.88
Vendor UNI38 - UNIVAR USA INC Total:					5,140.88
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
252953	93380	02/28/2020	100-343-42108	SANITARY SUPPLIES CITY HALL	127.83
253202	93380	02/28/2020	100-231-42108	SANITARY SUPPLIES- FIRE	937.31
253251	93323	02/21/2020	212-462-42108	SANITARY SERVICES- TP	284.84
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					1,349.98
Vendor: VIS01 - VISION SERVICE PLAN					
808793245	93381	02/28/2020	100-110-41003	VISION PREMIUM FOR MARCH 2020	74.44
808793245	93381	02/28/2020	100-111-41001	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	100-112-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	100-113-41003	VISION PREMIUM FOR MARCH 2020	55.83
808793245	93381	02/28/2020	100-115-41003	VISION PREMIUM FOR MARCH 2020	55.83
808793245	93381	02/28/2020	100-116-41003	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	100-117-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	100-221-41002	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	100-221-41003	VISION PREMIUM FOR MARCH 2020	334.98
808793245	93381	02/28/2020	100-222-41003	VISION PREMIUM FOR MARCH 2020	55.83
808793245	93381	02/28/2020	100-223-41003	VISION PREMIUM FOR MARCH 2020	241.93
808793245	93381	02/28/2020	100-231-41003	VISION PREMIUM FOR MARCH 2020	204.71
808793245	93381	02/28/2020	100-341-41003	VISION PREMIUM FOR MARCH 2020	93.05
808793245	93381	02/28/2020	100-343-41003	VISION PREMIUM FOR MARCH 2020	130.27
808793245	93381	02/28/2020	100-465-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	105-221-41003	VISION PREMIUM FOR MARCH 2020	111.66
808793245	93381	02/28/2020	105-231-40101	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	106-222-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	106-231-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	204-227-41003	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	209-551-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	209-552-41003	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	209-554-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	212-461-41003	VISION PREMIUM FOR MARCH 2020	18.61
808793245	93381	02/28/2020	212-462-41003	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	500-641-41003	VISION PREMIUM FOR MARCH 2020	148.88
808793245	93381	02/28/2020	500-642-41003	VISION PREMIUM FOR MARCH 2020	55.83

WARRANT LISTING

Payment Dates: 02/15/2020 - 02/28/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
808793245	93381	02/28/2020	505-119-41003	VISION PREMIUM FOR MARCH 2020	37.22
808793245	93381	02/28/2020	998-20106	VISION PREMIUM FOR MARCH 2020	55.83
Vendor VIS01 - VISION SERVICE PLAN Total:					2,028.49
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
20720	93324	02/21/2020	209-552-43802	GENTLE YOGA CLASS- SC	65.80
Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:					65.80
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
JAN 31 20-11 TENNENT	93382	02/28/2020	500-641-42108	PEST CTRL SVCS FOR 11 TENNENT--CORP YARD	69.00
JAN 31 20-601 TENNENT	93382	02/28/2020	209-558-42108	PEST CTRL SVCS FOR 601 TENNENT-MEMORIAL HALL	108.50
JAN 31 20-CITY HALL	93382	02/28/2020	100-343-42108	PEST CTRL SVCS FOR 2131 PEAR ST--CITY HALL	100.00
JAN 31 20-FIRE	93382	02/28/2020	100-231-42108	PEST CTRL SVCS FOR 3700 PIN VLLY RD--FS #74	71.00
JAN 31 20-SC	93382	02/28/2020	209-552-42108	PEST CTRL SVCS FOR 2500 CHARLES ST-SNR CTR	71.00
JAN 31 20-TT	93382	02/28/2020	209-553-42108	PEST CTRL SVCS FOR 2454 SIMAS AVE-TINY TOTS	97.00
JAN 31 20-YC	93382	02/28/2020	209-554-42108	PEST CTRL SVCS FOR 635 TENNENT-PYC	54.50
JAN 31 20-YC	93382	02/28/2020	505-119-42108	PEST CTRL SVCS FOR 635 TENNENT-PYC	54.50
Vendor WES01 - WESTERN EXTERMINATOR CO. Total:					625.50
Vendor: 1798 - WORLD PAC #104001					
22120	93325	02/21/2020	100-000-31510	2020 BL RENEWAL OVERPAYMENT REFUND	4.00
Vendor 1798 - WORLD PAC #104001 Total:					4.00
Vendor: XER01 - XEROX CORPORATION					
099137290	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- PD RECORDS	487.92
099137291	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- FD STATION 73	95.06
099137293	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- WPCP	234.34
099137294	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- PD BULL PEN	401.48
099263087	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL	540.91
099263088	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CORP YARD	398.02
099423022	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL 1ST FL	470.90
099423025	93383	02/28/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- YC	204.13
Vendor XER01 - XEROX CORPORATION Total:					2,832.76
Grand Total:					270,322.42

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	63,680.21
105 - Measure S -2006	9,697.61
106 - MEASURE S-2014	5,884.64
200 - Gas Tax Fund	976.69
201 - Restricted Real Estate Maintenance Fund	632.60
204 - Police Grants	410.50
207 - NPDES Storm Water Fund	2,191.00
209 - Recreation Fund	13,711.10
212 - Building & Planning	81,204.75
215 - Measure C and J Fund	154.44
226 - CASp Certification and Training Fund	8.00
310 - Lighting & Landscape Districts	584.78
500 - Sewer Enterprise Fund	59,985.76
505 - Cable Access TV	487.02
525 - Information Systems	31,040.58
998 - Payroll Clearing	-327.26
Grand Total:	270,322.42

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	346.00
100-110-41002	Emp Benefits/Dental	581.32
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-42514	Admin Exp/Special Depart	31.41
100-111-41001	Emp	37.22
100-111-41004	Emp Benefits/PERS	1,166.49
100-112-41002	Emp Benefits/Dental	156.94
100-112-41003	Emp Benefits/Vision Care	18.61
100-113-41003	Emp Benefits/Vision Care	55.83
100-115-41002	Emp Benefits/Dental	470.82
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional	3,687.57
100-115-42401	Dues & Pub/Memberships	106.00
100-116-41002	Emp Benefits/Dental	219.12
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-42101	Prof Svcs/Professional	2,197.00
100-116-42506	Admin Exp/Bonds	175.00
100-117-41002	Emp Benefits/Dental	156.94
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41101	Retiree	3,059.39
100-117-43105	Utilities/Cable	29.88
100-117-47103	FF&E/Furniture	5,769.32
100-221-41002	Emp Benefits/Dental	2,133.77
100-221-41003	Emp Benefits/Vision Care	334.98
100-221-41012	Emp	3,150.00
100-221-42101	Prof Svcs/Professional	292.00
100-221-42107	Prof Svcs/Equipment	1,539.10
100-221-42302	Travel & Training/Mileage,	1,020.72
100-221-42303	Travel & Training/Meal	1,350.00
100-221-42514	Admin Exp/Special Depart	7,092.38
100-222-41002	Emp Benefits/Dental	415.02
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional	161.20
100-222-42108	Prof	122.50
100-222-42201	Office Expense	71.91
100-222-42514	Admin Exp/Special Depart	37.54
100-222-43103	Utilities/Electricity &	2,220.25

Account Summary

Account Number	Account Name	Payment Amount
100-223-41002	Emp Benefits/Dental	1,695.64
100-223-41003	Emp Benefits/Vision Care	241.93
100-223-41008	Emp Benefits/Long Term	258.00
100-223-43103	Utilities/Electricity &	440.56
100-231-41002	Emp Benefits/Dental	1,494.72
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-41008	Emp Benefits/Long Term	475.20
100-231-41012	Emp	872.00
100-231-42108	Prof	1,335.81
100-231-43103	Utilities/Electricity &	2,099.34
100-341-41002	Emp Benefits/Dental	447.60
100-341-41003	Emp Benefits/Vision Care	93.05
100-341-42506	Admin Exp/Bonds	175.00
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42101	Prof Svcs/Professional	5,581.06
100-343-42108	Prof	1,602.91
100-345-42108	Prof	6,852.96
100-345-43102	Utilities/Water	52.46
100-345-43103	Utilities/Electricity &	84.86
100-465-41003	Emp Benefits/Vision Care	18.61
105-115-42101	Prof Svcs/Professional	1,333.00
105-221-41002	Emp Benefits/Dental	823.66
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41008	Emp Benefits/Long Term	148.50
105-231-40101	Salary & Wages/Full Time	18.61
105-231-41002	Emp Benefits/Dental	62.18
105-231-42101	Prof Svcs/Professional	7,200.00
106-115-42101	Prof Svcs/Professional	1,333.00
106-222-41002	Emp Benefits/Dental	133.72
106-222-41003	Emp Benefits/Vision Care	18.61
106-231-41002	Emp Benefits/Dental	133.72
106-231-41003	Emp Benefits/Vision Care	18.61
106-344-47206	Improvements/Storm	1,330.00
106-345-47203	Improvements/Parks	2,916.98
200-342-42108	Prof	326.00
200-342-47205	Improvements/Streets	650.69
201-343-42108	Prof	532.60
201-343-42513	Admin Exp/Rent	100.00
204-227-41002	Emp Benefits/Dental	313.88
204-227-41003	Emp Benefits/Vision Care	37.22
204-227-41008	Emp Benefits/Long Term	59.40
207-344-42101	Prof Svcs/Professional	2,191.00
209-20308	Deposits	700.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-41003	Emp Benefits/Vision Care	18.61
209-552-41002	Emp Benefits/Dental	124.36
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-42108	Prof	691.00
209-552-43103	Utilities/Electricity &	996.55
209-552-43802	Program Cost/Class Fees	3,317.80
209-552-43804	Program Cost/Food	5,012.56
209-552-43810	Program Cost/Center	405.00
209-552-43811	Program Cost/Supplies	505.55
209-553-42108	Prof	303.00
209-553-43103	Utilities/Electricity &	177.66
209-554-41002	Emp Benefits/Dental	156.94
209-554-41003	Emp Benefits/Vision Care	18.61

Account Summary

Account Number	Account Name	Payment Amount
209-554-42108	Prof	54.50
209-554-43103	Utilities/Electricity &	54.28
209-557-42108	Prof	206.00
209-557-43103	Utilities/Electricity &	89.16
209-558-42108	Prof	506.00
209-558-43103	Utilities/Electricity &	179.36
212-20340	Developer Deposit/Appian	17,900.00
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-42101	Prof Svcs/Professional	33,659.04
212-462-41002	Emp Benefits/Dental	195.90
212-462-41003	Emp Benefits/Vision Care	37.22
212-462-42101	Prof Svcs/Professional	28,609.87
212-462-42108	Prof	784.11
215-341-43101	Utilities/Telephone	154.44
226-000-34223	Fees/CASp Fee	8.00
310-347-42101	Prof Svcs/Professional	306.52
310-347-42108	Prof	60.00
310-348-42101	Prof Svcs/Professional	153.26
310-348-42108	Prof	65.00
500-10601	Gas Tanks/Corp Yard	2,615.28
500-641-41002	Emp Benefits/Dental	1,067.88
500-641-41003	Emp Benefits/Vision Care	148.88
500-641-42107	Prof Svcs/Equipment	10,172.36
500-641-42108	Prof	69.00
500-641-42201	Office Expense	147.00
500-641-43103	Utilities/Electricity &	4,401.67
500-641-44302	Other Materials	5,444.81
500-641-44303	Other Materials	25,022.00
500-641-44304	Other Materials	4,310.00
500-641-44305	Other Materials Supp/Lab	3,174.55
500-641-44410	Safety Clothing	99.23
500-642-41002	Emp Benefits/Dental	281.30
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-42107	Prof Svcs/Equipment	2,355.97
500-642-42108	Prof	620.00
505-119-41002	Emp Benefits/Dental	313.88
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-42108	Prof	54.50
505-119-43103	Utilities/Electricity &	81.42
525-118-42101	Prof Svcs/Professional	17,337.95
525-118-42106	Prof Svcs/Software	4,600.00
525-118-42107	Prof Svcs/Equipment	2,832.76
525-118-42510	Admin Exp/Software Purch	668.41
525-118-43101	Utilities/Telephone	4,604.36
525-118-47102	FF&E/Computer	997.10
998-20105	Sal & Ben Payable/Dental	-376.06
998-20106	Sal & Ben Payable/Vision	55.83
998-20113	Sal & Ben Payable/SIT	-7.03
Grand Total:		<u>270,322.42</u>

Project Account Summary

Project Account Key	Payment Amount
None	270,322.42
Grand Total:	<u>270,322.42</u>

Approved By: _____

Date: _____



CITY COUNCIL REPORT

7C

DATE: MARCH 3, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER IOPU, CITY CLERK

**SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE
COLLECTION CHARGES FALLING DELINQUENT BETWEEN
JULY & DECEMBER 2019, CONSIDERED AT AN
ADMINISTRATIVE HEARING ON FEBRUARY 6, 2020**

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the placement of liens for the purpose of collecting outstanding payments for garbage collection services pursuant to PMC Section 8.08.110 (b) and (c).

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on February 6, 2020 regarding unpaid garbage collection services that fell delinquent between July 2019 and December 2019. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 98 properties on which liens are being imposed, representing a total of \$34,803.73 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$5888.00; the total lien amount including recovery fees are \$40,683.73.

Following approval by Council, a revised list will be provided to the City Clerk for recording, removing properties where accounts have been brought current since the publication of this report.

ATTACHMENTS

A Resolution

RESOLUTION NO. 2020-____

**RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS
ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA
COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING
CONDUCTED FEBRUARY 6, 2020**

WHEREAS, pursuant to the Municipal Code of the City of Pinole, Chapter 8.08, Section 8.08.090, subscription to garbage collection service is required for all premises in the City of Pinole, and the premises described in Exhibit "A" located in the City of Pinole, County of Contra Costa, State of California, were provided with garbage collection services as required by PMC, Chapter 8.08; and

WHEREAS, pursuant to the provisions of Section 8.08.110, the owners of said premises were notified in writing of their requirement to subscribe to and make payment for garbage collection services as provided in said Code Section; and

WHEREAS, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between July and December 2019); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on February 6, 2020; and

WHEREAS, as a result thereof, the City of Pinole has incurred expenses for delinquent collection charges and administrative costs as enumerated in Exhibit "A"*, which amounts remain unpaid.

NOW THEREFORE BE IT RESOLVED that pursuant to Section 8.08.110 of the Municipal Code of the City of Pinole, the City Council of the City of Pinole does hereby place a lien against said premises for the amounts as described above and as applicable to each specific premise identified as Exhibit "A" attached hereto and, by this reference, incorporated herein; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this resolution with the Office of the Recorder of Contra Costa County, California.

PASSED AND ADOPTED this 3th 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 this 3rd day of March, 2020.

Heather Iopu, CMC
City Clerk

* Exhibit A is not included as an attachment to this resolution that is posted on the City website or disseminated as part of the City Council Agenda Packet. The names of the individuals are confidential until the liens are recorded and become public record.



CITY COUNCIL REPORT

7D

DATE: March 3, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

**SUBJECT: AMEND FISCAL AGREEMENT FOR THE IMPROVEMENT OF THE
PINOLE-HERCULES WATER POLLUTION CONTROL PLANT**

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amended Fiscal Agreement for the Pinole-Hercules Water Pollution Control Plant.

BACKGROUND

The Cities of Pinole and Hercules have previously entered into a Fiscal Agreement for the purposes of making much needed upgrades to the Pinole-Hercules Water Pollution Control Plant. The Cities of Pinole and Hercules have each secured funding for the Pinole-Hercules Water Pollution Control Upgrade Project through a State Revolving Fund Loan from the State of California.

The project was awarded to Kiewit Infrastructure West who started construction work in May of 2016.

REVIEW & ANALYSIS

The project achieved substantial completion effective October 2019. The project faced challenges, large and small, that resulted in change orders. Change orders have consumed the programmed contingency fund. The Wastewater Subcommittee, as well as each City Council, has been kept informed of the declining contingency balance. At the last meeting of the Subcommittee, on September 5th, 2019, the contingency balance was projected into the negative.

Carollo Engineers is currently working to finalize the costs associated with the last of the change orders. It is necessary to increase the programmed contingency to address the last of the change orders as well as work toward resolving several claims, and potential claims.

This amendment is necessary to provide funding to complete the project, prepare a proposed final pay estimate to Kiewit, and file a notice of completion.

FISCAL IMPACT

Without this increase to the contingency funding, the Cities will not be able to compensate Kiewit for agreed upon extra work nor seek to resolve claims and potential claims.

ATTACHMENT

A Amended Fiscal Agreement

**AMENDED FISCAL AGREEMENT
FOR IMPROVEMENT OF
PINOLE HERCULES WATER POLLUTION CONTROL PLANT**

THIS FISCAL ADMINISTRATOR AGREEMENT (this “**Agreement**”) was entered into on the 19th day of February 2015 and amended on the 10th day of March 2020 by and between the CITY OF PINOLE, a municipal corporation (“**Pinole**,”) and the CITY OF HERCULES, a municipal corporation (“**Hercules**”), which is jointly referred to in this Agreement as the “**Parties**.”

RECITALS

WHEREAS, the Pinole-Hercules Water Pollution Control Plant (the “**WPCP**”) is located along the shoreline of San Pablo Bay at 11 Tennent Avenue within the city limits of Pinole; and

WHEREAS, the WPCP was constructed in 1956 to treat wastewater generated only by Pinole; and

WHEREAS, in 1971, the Cities of Pinole and Hercules entered into a joint use agreement, which included expansion and upgrades to the WPCP to treat wastewater effluent from Hercules; and

WHEREAS, the operating permit with the California Regional Water Quality Control Board (RWQCB) is in the name of Pinole; and

WHEREAS, the plant is operated, maintained and administered by Pinole, pursuant to a 2001 joint powers agreement with Hercules (the “**Wastewater Agreement**”); and

WHEREAS, treated wastewater from the WPCP is discharged from a deep water outfall known as “**Outfall 001**” (which also includes treated wastewater from the Rodeo Sanitary District (“**RSD**”)); and

WHEREAS, During periods of heavy rainfall from winter storm events, a portion of the WPCP effluent is discharged from a shallow water or near shore outfall known as “**Outfall 002**”; and

WHEREAS, the WPCP currently has an average dry weather flow capacity of 4.06 million gallons per day (mgd) and a wet weather capacity of 10.3 mgd; and

WHEREAS, effluent discharged from the WPCP is regulated by the California Regional Water Quality Control Board, San Francisco Bay Region (“**RWQCB**”), under the National Pollutant Discharge Elimination System (“**NPDES**”); and

ATTACHMENT A

WHEREAS, The NPDES permit issued in March of 2007 included a requirement that Pinole, as the permit owner, must examine alternatives and implement improvements to reduce the use of the shallow-water Outfall 002, and eliminate blending of primary and secondary-treated effluent, which occasionally occurs during periods of high rainfall during winter storm events; and

WHEREAS, in response to the need to upgrade wastewater treatment infrastructure, Pinole designed an upgrade project for the WPCP to comply with the requirements of the NPDES permit (the “**Project**”); and

WHEREAS, in August of 2012, the RWQCB issued a revised NPDES permit for the WPCP specifically intended to avoid construction of a parallel outfall pipeline that had been studied in the 2010 Environmental Impact Report, concluding that the additional cost of such a parallel outfall pipeline would be better spent on improvements to the collection system to reduce infiltration and the need to use the emergency outfall; and

WHEREAS, the August 2012 NPDES permit now requires the WPCP provide full secondary treatment for influent flows up to 20 mgd, discharge treated effluent up to 14.6 mgd to Outfall 001, and to limit use of Outfall 002 to flows in excess of 14.6 mgd; and

WHEREAS, the August 2012 NPDES permit further allows diversion of excess flow to the emergency outfall under the bypass conditions, provided that the peak wet weather influent flow exceeds 14.6 mgd after the effluent pump upgrades are completed and put into service, that the discharge complies with effluent and receiving water limitations, and the facility is properly operated as designed. The WPCP operator must report incidents of blending or use of the emergency outfall, or both, in routine monitoring reports. The compliance schedule in the 2012 NPDES permit requires upgrades to be operational by June 1, 2017; and

WHEREAS, Pinole and Hercules began preparation of a preliminary design for the WPCP to identify the treatment and conveyance upgrades needed to meet the current 2012 NPDES permit requirements for a redesigned Project; and

WHEREAS, the Wastewater Agreement between Pinole and Hercules requires each Party to share equally in the costs of the Project, for which Kiewit bid \$43,143,000 ; and

WHEREAS, in order to finance their share of the upgrade Project, Pinole and Hercules have each submitted separate loan applications to the Clean Water State Revolving Fund (“**CWSRF**”) program from the United States Environmental Protection Agency, which is administered by the State of California; and

WHEREAS, this Agreement is necessary in order to ensure sufficient cash flow requirements are met for the Project given the CWSRF funding requirements and the construction schedule for the Project; and

WHEREAS, this Amendment is necessary in order to ensure that sufficient contingency is available to meet the Project needs given the current status and the prolonged construction schedule for the Project; and

WHEREAS, it is the desire and intent of the Parties, without in any way surrendering the sovereignty of their respective governmental authority, to enter into this Agreement to set forth the basis for sharing costs, and administering the payments for the Project to contractor(s); and

WHEREAS, In the event that CWSRF funding is not approved by the State, then the Parties shall seek alternative financing, recognizing that time is of the essence in order for the Project to proceed; and

WHEREAS, it is the desire of both parties to obtain a Third Party Fiscal Administrator to oversee and manage the Project Account during construction and until final completion of the project to assure financial responsibility and accountability.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals.

The recitals hereinabove set forth are included herein and made a part of this Agreement.

2. Term.

The term of this Agreement shall be coterminous with the upgrade Project and will continue in force and effect until the Project is deemed complete and all contractor claims and bonds have been released, or unless terminated sooner in accordance with Section 17 (d).

3. Project Lead.

For the purposes of this agreement and project, Pinole shall serve as the Project Lead. Therefore, the City of Pinole will on behalf of both parties:

- (a) enter into all mutually agreed upon Project related contracts.
- (b) provide project administration for the Parties through completion of the Project;
and
- (c) process, review, approve and pay all invoices subsequent to review and administrative approval by Hercules staff pursuant to Section 9(d).

4. Third Party Fiscal Administrator.

In consultation with the City of Hercules, the City of Pinole will enter into a contract to obtain a Third Party Fiscal Administrator to represent both cities. The purpose of the Third Party Fiscal Administrator shall be to oversee and manage the Project Accounts during construction and until final completion of the project to assure financial responsibility and accountability. The duties of the Fiscal Administrator include, but are not limited to:

ATTACHMENT A

- (a) project administration and financial management for the Parties through completion of the Project;
- (b) processing and ordering payment of (by the "Paying Agent") all invoices after review and approval by both cities pursuant to Section 16 (a)
- (c) completing and submitting all "request for reimbursement" forms to the CWSRF for the draw-down of loan proceeds for both cities from the CWSRF loans
- (d) monitoring the cash balances in the Project Accounts to assure that adequate cash is available for the timely payment of invoices;
- (e) notifying each city when there is not sufficient cash available on the project account;
- (f) providing both cities with a monthly statement of cash balances, invoices paid and outstanding, retention monies.

5. Paying Agent.

Pinole and Hercules agree to establish separate "project accounts" at (TBD) Bank for the payment of debts for the construction of Project, authorizing (TBD) Bank as the Paying Agent to issue commercial checks/bank drafts upon demand of the Fiscal Administrator.

6. Ownership of the Plant.

This Agreement is limited to matters set forth herein and shall not affect the ownership of the improvements rights of the respective Parties in the WPCP and all improvements thereto, nor does it supersede, affect, modify or amend, in any way any of the agreements already existing between Pinole and Hercules with respect to any other matters.

7. Federal and State Assistance - Project Financing.

Pinole and Hercules have filed the necessary applications for loans from the CWSRF, which are or may be available for construction of Project and each Party shall, in good faith, each undertake all proceedings necessary to secure such CWSRF funds, or such other financing as may be necessary, for the benefit of both Parties hereto.

8. Sharing of Project Costs.

(a) Project Costs. Pursuant to the 2001 Wastewater Agreement, and upon approval by the Parties pursuant to the Construction Management procedure delineated in Section 16(a), Project Costs shall be shared equally by the cities of Pinole and Hercules.

For the purposes of the Plant Upgrade Project only, the City Engineers shall make a recommendation for accepting the Final Plans and Specifications to both city councils.

ATTACHMENT A

These Final Plans and Specifications shall be accepted by both city council's within thirty days (30) of receipt from the City Engineers and unless there are objections presented in writing within that time period, the advertisement for construction bids will proceed.

It is agreed that for the purposes of this Fiscal Agreement, a Project Labor Agreement shall not be considered as a part of the Plans and Specifications.

Project Costs include all capital, engineering, and construction costs for this Project, which include, but are not limited to:

- (i) all costs for engineering design and work associated with design which directly relate to the preparation of Project construction plans and specifications;
- (ii) project management costs, including the cost of a project manager (the **"Project Manager"**), Third Party Fiscal Administrator, the Paying Agent, as well as legal and administrative expenses associated with the Project;
- (iii) the costs for advertising and bidding of the design and construction work for the Project;
- (iv) acquisition of equipment related to the Project;
- (v) the acquisition of required permits and authorizations to proceed with construction;
- (vi) preparation of operation and maintenance manuals, cash flow analysis and wastewater discharge studies;
- (vii) all contractor and consulting services costs associated with the Project;
- (viii) Project construction supervision and engineering costs; and
- (ix) costs to administer and settle claims, including litigation that arises out of the Project.
- (x) Temporary facilities to replace structures impacted by the construction.

(b) Defined Project Related Construction Impacts. To the extent the Project impacts the items defined below, the costs associated shall be limited as follows:

- (i) Tennent Avenue. Project costs related to the mitigation of any construction related impacts to the portion of Tennent Avenue from San Pablo Avenue to the WPCP site shall be limited to the incremental costs which result directly from the construction impacts. These impacts shall be determined by an assessment of the street condition prior to construction and an assessment after the completion of construction with a value assigned

based upon the difference as determined jointly by the Directors of Public Works for the Parties.

- (ii) Replacement of Pinole Corporation Yard Storage Building. The replacement of the storage building being displaced by the Project shall be limited to newly constructed "like for like" replacement adjusted to address any current Building Code, Plant limitations and requirements or other regulatory requirements. Any costs for a replacement structure outside of these parameters shall be the sole responsibility of the City of Pinole.
- (iii) Replacement of Bay Front Park Restroom. The replacement of the park restroom building being displaced by the Project shall be limited to newly constructed "like for like" replacement adjusted to address any current Building Code, Plant limitations and requirements or other regulatory requirements. Any costs for a replacement structure outside of these parameters shall be the sole responsibility of the City of Pinole.
- (iv) Bay Front Park Enhancements or Mitigation. Any park enhancement or mitigation for use of Bay Front Park for staging or construction purposes shall be limited to those enhancements or mitigations imposed by Bay Conservation Development Commission (BCDC) or another regulatory agency.

9. Project Account.

Thirty days after the construction plans are advertised for bids, Project Accounts shall be established with the mutually agreed upon in advance of the award of the contract and both cities shall deposit a total of \$2,750,000 into the account prior to the award of the construction contract

(a) Initial Amounts. Pinole and Hercules shall each be obligated to deposit into their respective Project Account a cash amount equal to \$2,750,000 each for an initial total amount of \$5,500,000, which represents the highest two (2) months of estimated Project costs over the term of this Agreement. Each Party shall deposit its initial cash share into their respective Project Account no later than ten (10) business days after the Project construction bid documents are released for bid. The monies in the Project Accounts will be confirmed by the Third Party Paying Agent and used to pay for Project expenses as set forth in Section 5 through the Fiscal Administrator.

(b) Minimum Project Account Balance. At no time prior to completion of the Project should the available balance in the Project Accounts be less than \$500,000 for each Party or less than \$1,000,000 in total. Each Party shall deposit within five (5) business days additional funds to increase the balance in their respective Project accounts to a total of \$2.75 Million each, but in no event should the balance be less than \$500,000 for each respective Project Account.

(c) Project Backstop Financing (Safety Net). Each City shall approve by Resolution the authorization for establishing a back up financing plan or a "safety net" to

assure that cash flow is maintained throughout the project. Each City shall identify the source of said funding. In addition to the initial \$2.75 Million in the Project Accounts, each City shall secure financing totaling \$3.5 Million to be used only if necessary due to delays in State reimbursements as confirmed by the Third Party Fiscal Administrator.

Upon completion and review of a cash flow analysis, additional funds may be required for deposit into the Project Accounts, based upon the recommendation of the Third Party Administrator. These funds shall be deposited into the Project Accounts within five (5) business days of such notification.

(d) Payment of Invoices. The Fiscal Administrator shall order the timely payment of invoices for eligible project costs following review and approval of invoiced charges. Neither City shall unreasonably delay the review nor administrative approval of Project invoices, with said review and approval to occur within fourteen (14) days. If no objections are received by the Fiscal Administrator, the invoices shall be deemed approved and sent to the Paying Agent. Copies of checks issued by the Paying Agent will be provided to each City in a timely manner by the Fiscal Administrator.

(e) Reimbursement by CWSRF. Project expenses are to be reimbursed by the CWSRF. As reimbursement checks are received by each city, equivalent funds are to be deposited into each respective Project Account with the Paying Agent within five (5) business days.

10. CWSRF Reimbursement Forms.

The Fiscal Administrator will complete and file with the CWSRF all request for reimbursement forms for each Party and will provide both cities through its designee, three (3) business days to review, comment and approve the form prior to submitting the form to CWSRF. If either City does not respond within three (3) business days, the request for reimbursement will be deemed approved for submittal to CWSRF.

11. Return of Funds Upon Project Completion.

Within ninety (90) days of the Project being deemed complete in accordance with Section 2 and the filing of a Notice of Completion with the County for completion of the Project, the Third Party Fiscal Administrator shall return to each Party its share of their respective Project Account funds.

12. Calculation of and True-Up for Project Costs.

Upon completion of the Project, the Third Party Fiscal Administrator shall provide an analysis comparing the payment of Project Costs with the actual Project Costs paid by each Party. Both cities shall be provided thirty (30) days to review and approve calculation of any true-up for Project Costs. Any overpayments or underpayments for either Party will be credited or debited to each Party.

13. Cooperation and Further Assurances.

The Parties agree to cooperate and act in good faith in connection with the payment of all capital costs related to the upgrade Project. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

14. Examination of Books and Records.

Any Party to this Agreement shall have the right to examine the books and records created and maintained by the Third Party Fiscal Administrator pursuant to this Agreement at any reasonable, mutually agreed upon time.

15. Revenue Covenant.

Any failure of a Party to meet its obligations hereunder or to cure such failure in a timely manner shall constitute a Default and the defaulting Party shall be subject to such remedies as provided herein. Each Party covenants and agrees:

- (a) to continue to pay or advance to their respective Project Account from its revenues, only its share of the Project costs in accordance with this Agreement. Each Party further agrees that it will establish the user rates and charges for services provided by its enterprise so that it will at all times have sufficient revenues to meet this obligation;
- (b) to make payments to their respective Project Account under this Agreement from the revenues;
- (c) to make payments under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement; such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists provided such interruption, interference or reduction in services is caused by forces constituting a Force Majeure Event and not reasonably contemplated by the Parties;
- (d) to operate its enterprise in an efficient manner and to maintain its facilities in good repair, condition and working order so that:
 - (i) the Parties' obligations to make payments under this Agreement are not adversely affected or threatened; and
 - (ii) each Party's bond rating and ability to negotiate and enter into any other agreements for this Project are not adversely affected or threatened; and

- (e) annually, and in each and every fiscal year during the term of this Agreement, to include in its enterprise budget, as an enterprise capital project expense, whether or not any other items are included, an appropriation or commitment from its revenues sufficient to satisfy all payments required to be made by the Party in such fiscal year under this Agreement, which are not paid from other available funds of the Party, until all such payments required to be made by the Parties under this Agreement have been paid in full.

16. Construction Management

- (a) *Coordination Meetings.* Representatives from the City of Hercules and the City of Pinole along with the onsite construction management firm shall meet weekly for the purpose of discussing and coordinating project related matters. The weekly meeting will include, but will not be limited to, project status, review of invoice(s) and invoices administratively approved by both parties, analysis of change orders to determine if change orders should be accepted for the project, and a monthly review of each City's Project Account with Paying Agent bank statements.
- (b) *Contingency Fund.* The Project shall have a Contingency Fund representing 10% of the Contractor's final bid award. Staff shall be authorized to administratively approve change orders within this amount and under the guidelines of 16 (c) below. If change orders are on track to exceed the total amount of the contract award plus the 10% Contingency Fund, this Agreement shall be amended by the Parties to increase the total contingency prior to additional change orders being approved.
- (c) *Change Orders.* If a dispute arises out of acceptance of change order(s), the change order(s) will be reviewed at a meeting by both City Managers and if not resolved, the Change Order will be reviewed and approved by the Pinole City Council up to the limit set forth in Section 16 (b).

For the purposes of this project, the authority for the approval of change orders shall be as follows:

Directors of Public Works/City Engineers

Equal to an amount less than 5% of the Contingency amount

5%

\$147,000

City Managers

Equal to an amount between 5% and 10% of the Contingency amount

10%

— \$294,000

Pinole City Council

Equal to an amount over 10% of the Contingency amount.

17. Default and Remedies.

(a) Events of Default. An Event of Default under this Agreement shall exist with respect to a Party ("Defaulting Party") upon the occurrence of any one or more of the following:

- (i) If any Party fails to make any payment or to provide assurances as required by the Third Party Fiscal Administrator under this Agreement when due hereunder five (5) business days after receipt of notice given by the Fiscal Administrator pursuant to Section 19(a) of such non-payment or requirement to provide assurances; or
- (ii) the failure of the Party to perform any other covenant or obligation under this Agreement where such failure is not cured within ten (10) days following receipt of a notice from the Third Party Fiscal Administrator demanding cure; or

(b) Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied within the time periods set forth in Section 17(a) above.

(c) Remedies in the Event of Default.

(i) Remedies of Pinole. Upon the occurrence of an Event of Default, and following the applicable cure periods, where Hercules is the Defaulting Party, Pinole may, without limiting its other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppels of any right, action or cause of action Pinole may have against Hercules, Pinole may demand that Hercules provide further assurances to compel the correction of the default, including, but not limited to, raising rates and charges to its customers or mandating the collection of a surcharge to produce revenues sufficient to secure the cure of the Event of Default.

(ii) Remedies of Hercules. Upon the occurrence of an Event of Default, and following the applicable cure periods, where Pinole is the Defaulting Party, Hercules may, without limiting its other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action Hercules may have against Pinole, Hercules may demand that Pinole provide further assurances to compel the correction of the default, including, but not limited to, raising rates and charges to its customers or mandating the collection of a surcharge to produce revenues sufficient to secure the cure of the Event of Default

(iii) Special Covenants Regarding Project Accounts. In the event that either Party's balance of their respective Project Account is insufficient to cover all project invoices for costs incurred under this Agreement sent to such Party, then, without limiting the other City's rights or remedies available under this Agreement, at law or in equity, such Party shall cooperate in good faith and shall cure the default within thirty (30) days, on an emergency basis, taking all such action as is necessary, including, but not limited to, raising rates and charges to its customers to increase its revenues to replenish its share of their respective Project Account as provided herein, obtaining further assurances by way of credit support and letters of credit, and taking all such other action as will cure the default.

(d) Effect of Termination or Suspension. This Agreement may not be terminated or suspended, except in writing signed by both Parties. In no event shall the termination of this Agreement waive, or otherwise discharge any ongoing or undischarged contingent liabilities or obligations arising from this Agreement until such obligations are satisfied in full, and all of the costs incurred by Parties in connection with such suspension or termination, including reasonable attorneys' fees, the fees and expenses of other experts, including auditors and accountants, other costs and expenses that a Party is entitled to recover under this Agreement, and other reasonable and necessary costs associated with any and all of the remedies, are paid in full.

18. Administration of Agreement by the Project Lead

Pinole, shall serve as the Project Lead for purposes of this agreement. The Project Lead shall provide project updates to the City of Hercules at each regular meeting of the Pinole - Hercules Wastewater Subcommittee and shall otherwise provide timely information to Hercules on all pending acts, decisions or approvals.

19. Miscellaneous

(a) Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other party in accordance with this Section.

All such notices shall be sent by:

- (i) personal delivery, in which case notice shall be deemed delivered upon receipt;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail; or

ATTACHMENT A

(iii) nationally recognized overnight courier in which case notice shall be deemed delivered one (1) day after deposit with such courier.

Pinole: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: City Manager, Copy to City Attorney

Hercules: City of Hercules
111 Civic Center Drive
Hercules, CA 94547
Attn: City Manager, Copy to City Attorney

(b) Counterparts. This Agreement may be executed in multiple counterparts each of which shall be an original and all of which taken together shall constitute one and the same instrument.

(c) Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties are materially altered or abridged by such invalidation, voiding or unenforceability.

(d) Legal Actions and/or Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the Party prevailing in any such action shall be entitled to recover against the other Party all reasonable attorneys' fees and costs incurred in such action.

(e) Captions; Interpretation. The captions of the Sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

(f) Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

(g) Governing Law; Venue. This Agreement shall in all respects be construed and enforced in accordance with laws of the State of California without regard to principles of conflicts of laws. Any action to interpret or enforce this Agreement shall be filed in Superior Court in Contra Costa County or in Federal Court for the Northern District of California.

(h) Waiver; Modification and Amendment. No failure or delay on the part of either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent

ATTACHMENT A

to any departure there from, shall in any event be effective unless the same shall be in writing, signed by Pinole and Hercules, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by Pinole and Hercules.

(i) Assignment. This Agreement shall be binding upon each Party and their successors and assigns; provided however, this Agreement shall not be assignable by either Party, either by operation of law or otherwise, and any such assignment by operation of law or otherwise shall be void.

(j) Entire Agreement. This Agreement, together with the documents referenced herein constitutes the entire Agreement of the Parties with respect to the Project and supersedes all prior or contemporaneous written or oral agreements with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

City of Pinole

City of Hercules

By: _____
Andrew Murray, City Manager

By: _____
David Biggs, City Manager

Date: _____

Date: _____

ATTEST:

By: _____
Heather Iopu, City Clerk

By: _____
Lori Martin, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Eric J. Casher, City Attorney

By: _____
Patrick Tang, City Attorney

EXHIBIT A
Construction Milestone Schedule

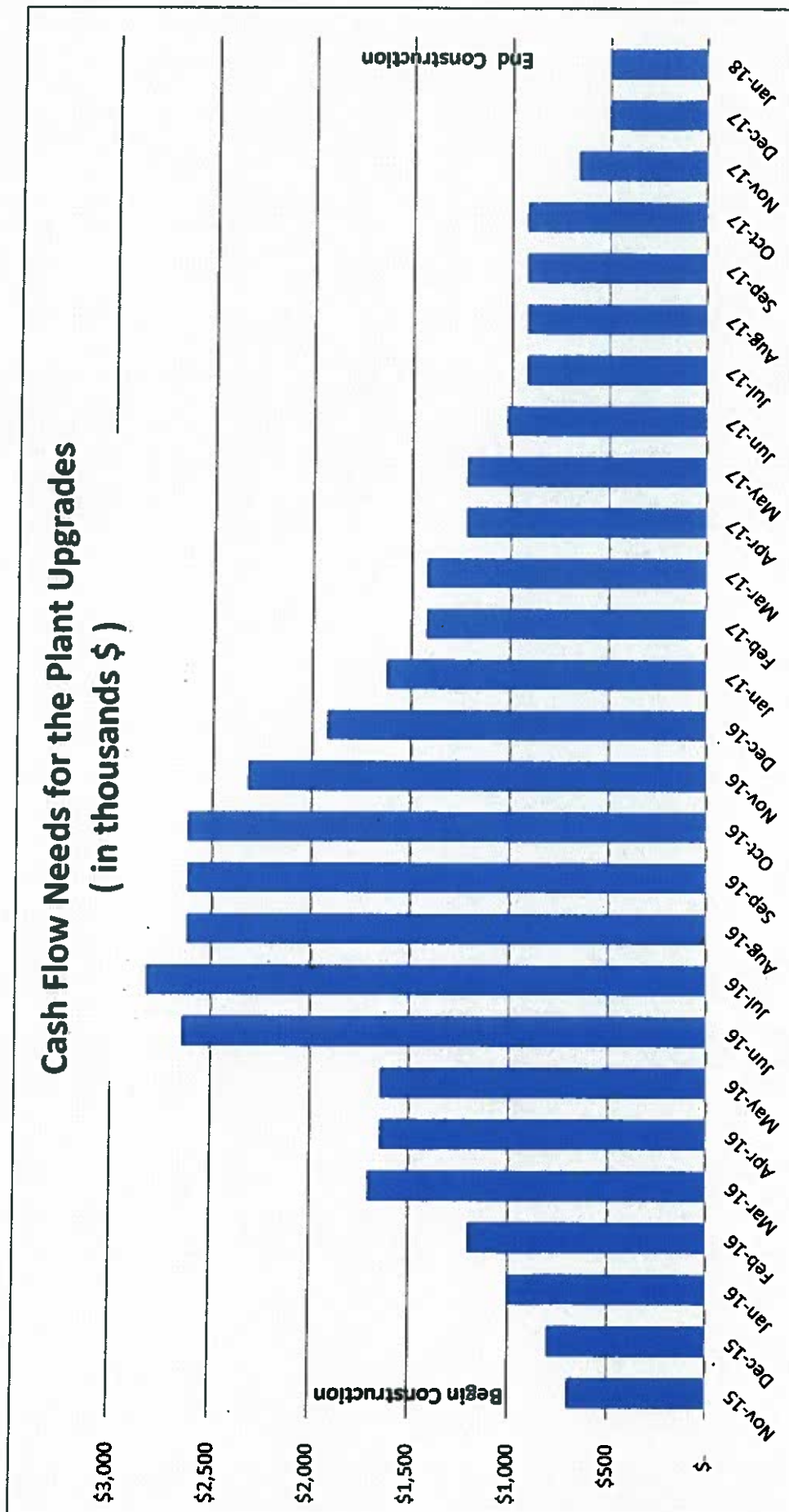
Pinole Hercules Wastewater Plant Upgrades

ID	Task Name	Text1	Start	Finish	Duration	1st Quarter 2nd Quarter 3rd Quarter 4th Quarter											
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	FISCAL AGREEMENT		Tue 2/10/15	Tue 2/24/15	10 days												
2	Approve Fiscal Agreement	CC City of Hercules	Tue 2/10/15	Tue 2/10/15	0 days												
3	Revise and Approve Fiscal Agreement	CC City of Pinole	Tue 2/17/15	Tue 2/17/15	0 days												
4	Approve Revised Fiscal Agreement	CC City of Hercules	Tue 2/24/15	Tue 2/24/15	0 days												
5																	
6	PROJECT LABOR AGREEMENT		Tue 3/10/15	Mon 8/24/15	120 days												
7	Decision on PLA	CC City of Hercules	Tue 3/10/15	Tue 3/10/15	0 days												
8	Establish Working Committee of Elected C	CC Both Cities	Tue 3/10/15	Mon 3/30/15	3 wks												
9	Award Consultant for PLA Negotiations	CC City of Pinole	Tue 3/10/15	Mon 3/30/15	3 wks												
10	Assemble Deal Points	Working Committee	Tue 3/10/15	Mon 3/30/15	3 wks												
11	Approve Deal Points	CC City of Pinole	Tue 3/31/15	Mon 4/13/15	2 wks												
12	Approve Deal Points	CC City of Hercules	Tue 4/14/15	Mon 4/27/15	2 wks												
13	Negotiation Process	Staff and Subcom both citi	Tue 4/28/15	Mon 7/27/15	13 wks												
14	Approve PLA	CC City of Hercules	Tue 7/28/15	Mon 8/10/15	2 wks												
15	Approve PLA	CC City of Pinole	Tue 8/11/15	Mon 8/24/15	2 wks												
16																	
17	FINAL PLANS AND SPECS		Tue 3/31/15	Tue 7/7/15	71 days?												
18	Submit 90% Plans and Specifications	HDR	Tue 3/31/15	Tue 3/31/15	1 day?												
19	Review Plans and Specifications	Carollo	Wed 4/1/15	Tue 4/28/15	4 wks												
20	Revise Plans and Specifications	HDR	Wed 4/29/15	Tue 6/2/15	5 wks												
21	Submit 100% Plans and Specifications	HDR	Tue 6/2/15	Tue 6/2/15	0 days												
22	Review Plans and Specifications	Staff both Cities	Wed 6/3/15	Tue 6/16/15	2 wks												
23	Accept Plans and Specifications	CC City of Hercules	Tue 6/23/15	Tue 6/23/15	0 days												
24	Accept Plans and Specifications	CC City of Pinole	Tue 7/7/15	Tue 7/7/15	0 days												
25																	
26	ADVERTISE AND AWARD PLANS		Tue 8/25/15	Mon 11/30/15	70 days												
27	Combine Plans and Specifications and PL		Tue 8/25/15	Mon 9/7/15	2 wks												
28	Advertise		Tue 9/8/15	Mon 10/26/15	7 wks												
29	Open Bids		Mon 10/26/15	Mon 10/26/15	0 days												
30	Evaluate Bids		Tue 10/27/15	Mon 11/16/15	3 wks												
31	Award Bids		Tue 11/17/15	Mon 11/30/15	2 wks												

EXHIBIT B

**Project Account Funding Schedule
(Cash Flow Analysis)**

Pinole-Hercules Wastewater Plant Upgrade Project
Preliminary Pre-Bid Cash Flow Analysis
February 2015





CITY COUNCIL REPORT

10A

DATE: MARCH 3, 2020

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH ENGIE SERVICES INC TO ASSESS AND PROVIDE
RECOMMENDATIONS ON ENERGY CONSERVATION AND
GENERATION IMPROVEMENTS**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Engie Services Inc. (ENGIE) to assess and provide recommendations on energy conservation and generation improvements at City facilities.

BACKGROUND

The City of Pinole has aging assets and equipment that consume significant energy resources. The City has identified two HVAC replacement projects in the adopted FY 2019/2020 Capital Improvement Plan that could help the City save energy while improving the functionality of buildings.

In Chapter 11 (Sustainability) of our General Plan, the City of Pinole's goal and desire is to continue to improve City facilities and functions to better address serious public concerns regarding climate change and the environment. In support of the General Plan, the City desires to move forward with upgrades that will reduce energy consumption, provide better use of assets, and develop long term sustainability.

The Development Services Department invited three companies to present their proposals for energy upgrades focusing on the two projects identified within the approved CIP.

REVIEW AND ANALYSIS

Two of the three companies submitted proposals for staff consideration and made a

presentation to highlight their experience and local perspective. ENGIE ranked as the best suited partner to work collaboratively with City Staff to evaluate potential benefits of constructing energy conservation facilities on City-owned land and buildings.

As part of the project, ENGIE will assess energy saving opportunities beyond the two HVAC systems. ENGIE will assess energy savings opportunities for City Hall, the Senior Center, Public Safety, Youth Center, and the PH WPCP. ENGIE will also further assess our ability to generate our own power with solar.

Throughout the integrated energy assessment, ENGIE will evaluate several energy conservation measures including, but not limited to, the following: solar photovoltaic canopies in parking lots, battery storage, interior/exterior LED lighting retrofits of facilities and streetlights, boiler and HVAC upgrades, Energy Management System upgrades, and EV charging. Furthermore, the assessment will include a financial analysis on the recommended improvements.

FISCAL IMPACT

The City has approved funding of \$230,000 for the two HVAC replacement projects in the adopted FY 2019/2020 CIP. ENGIE will complete the analysis and then make recommendations for improvements as a design-build project. Once the analysis is complete, staff will return to Council and provide an update as to the recommendations.

Under the proposed agreement, if ENGIE's assessment concludes that the cost of the energy conservation measures will be less than amounts the City would otherwise spend on energy, the City and ENGIE intend to negotiate an Energy Services Contract under California Government Code section 4217.12. This legislation was passed to facilitate energy conservation in public agencies by allowing public agencies to sole source design-build energy projects, rather than going through an RFP for a design contract, then solicit bids for a construction contract. The design-build approach enables ENGIE to guarantee the financial performance of the project such that should there be a shortfall of energy savings, ENGIE writes the City a check for the difference. The City would return to Council for consideration and approval of the Energy Services Contract for the construction phase of the process.

The ultimate goal of this assessment is to identify a self-funding project that will provide the following benefits to the City of Pinole:

1. Replace or upgrade end-of-life equipment and/or inefficient systems at no out-of-pocket costs
2. Reduce energy consumption and utility costs at city facilities
3. Identify investments that generate electricity to offset energy consumption costs such as solar PV installation and battery storage
4. Reduce greenhouse gas emissions

5. Where relevant, phase in reliability and resiliency measures to address grid de-energization risks at critical facilities

ATTACHMENTS

- Attachment A Resolution Approving the Program Development Agreement
- Attachment B Agreement
- Attachment C Feasibility Assessment Presentation

**RESOLUTION NO. 20-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
AUTHORIZING THE CITYMANAGER TO EXECUTE AN AGREEMENT
WITH ENGIE SERVICES INC TO ASSESS AND PROVIDE
RECOMMENDATIONS ON ENERGY CONSERVATION AND GENERATION
IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$25,000**

WHEREAS, the City of Pinole needs to replace two HVAC units, one for City Hall and one for the Senior Center, and intends to seek energy efficient replacement equipment; and

WHEREAS, the City of Pinole has approved \$230,000 in funding for the two projects in the FY2019/2020 Capital Improvement Plan; and

WHEREAS, there is a broader opportunity to save energy in the two buildings, nearby buildings, and nearby lighting in parks, parking lots, and street; and

WHEREAS, City staff has met with several energy upgrade service providers who can assist in designing and building these types of projects; and

WHEREAS, Engie Services Inc. was the most qualified; and

WHEREAS, Engie Services Inc. recently completed their Feasibility Assessment which indicates that installing solar photovoltaic canopies in parking lots at City Hall, Senior Center, Community Center, Public Safety Building and WWTP, and may cut energy costs to the City and reduce the City's carbon footprint; and

WHEREAS, the cost of the study and subsequent project could be paid for through energy savings with on bill financing; and

WHEREAS, the procurement policy, although gives authority to the City Manager to enter into contracts for services below \$45,000, if work performed under the agreement concludes that the cost to implement energy efficiency improvement can be entirely paid through energy cost savings, staff will utilize the provisions of California Government Code Section 4217 to enter into a single source contract with ENGIE to implement improvements determined and approved by the City Council to be viable on both a short and long-term basis. it does not address the sole source selection provisions of Government Code 4712, and

WHEREAS, this project will come back to the Council after the assessment is complete and the project is fully defined.

ATTACHMENT A

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that the City Council hereby authorizes the City Manager to execute an agreement with Engie Services Inc to assess and provide recommendations on energy conservation and generation improvements in an amount not to exceed \$25,000.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 3rd 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 3rd day of March 2020.

Heather Iopu, CMC
City Clerk



ENGIE Services Project #: _____
ENGIE Services Contract # R _____

PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of February __, 2020, between ENGIE Services U.S. Inc. ("ENGIE Services U.S."), having its principal offices at 500 Twelfth Street, Suite 300, Oakland, CA 94607, and the City of Pinole, with offices located at 2131 Pear Street, Pinole, CA 94564 ("Pinole" and together with ENGIE Services U.S. the "Parties" and each of Pinole and ENGIE Services U.S. a "Party").

WHEREAS, ENGIE Services U.S. is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment (an "Assessment") and to identify supply-side and/or demand-side energy conservation measures ("ECMs");

WHEREAS, Pinole desires to enter into an agreement to have ENGIE Services U.S. perform an Assessment in accordance with the scope of work set forth in Attachment A (the "Scope of Work") for the sites listed on Part I of Attachment B (the "Sites"), and to deliver recommendations, described in the Scope of Work, identifying energy improvements and operational changes to be installed or implemented at the Sites (the "Recommendations"); and

WHEREAS, the primary purpose of the Assessment and the Recommendations is to provide an engineering and economic basis for the implementation of the ECMs identified in the Recommendations, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSESSMENT AND RECOMMENDATIONS

ENGIE Services U.S. agrees to complete the Assessment and to present Recommendations to Pinole within One Hundred Twenty Days (120) calendar days after the date on which ENGIE Services U.S. receives the information listed in Part I of Attachment A (the "Required Information"). Pinole agrees to deliver the Required Information to ENGIE Services U.S., to the extent not already provided, no later than thirty (30) calendar days after the date hereof.

Pinole agrees to assist ENGIE Services U.S. in performing the Assessment by (i) providing ENGIE Services U.S. with access to key decision makers and stakeholders of the City of Pinole, (ii) providing ENGIE Services U.S. its employees and agents, such access to the Sites and other relevant facilities of Pinole as ENGIE Services U.S. deems necessary and (iii) providing, or causing Pinole's energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Sites and other relevant facilities. ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided to ENGIE Services U.S. by Pinole and Pinole's energy suppliers. ENGIE Services U.S. will promptly provide written notice to Pinole if ENGIE Services U.S. determines there is any incorrect data included in the information provided by Pinole or Pinole's energy suppliers, but ENGIE Services U.S. will have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work will be set forth in a writing executed by the Parties.

2. COMPENSATION TO ENGIE SERVICES U.S.

Pinole will compensate ENGIE Services U.S. for the Assessment and the Recommendations by payment to ENGIE Services U.S. of a fee (the "Assessment Fee") in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

The Assessment Fee will be due and payable thirty (30) calendar days after ENGIE Services U.S.'s submission of the Recommendations; *provided* that if on such thirtieth (30th) calendar day ENGIE Services U.S. and Pinole are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after ENGIE Services U.S.'s submission of the Recommendations; *provided further*, that if ENGIE Services U.S. and Pinole execute an Energy Services Contract within ninety (90) calendar days after ENGIE Services U.S.'s submission of the Recommendations, the Assessment Fee, and other fees, costs, expenses, disbursements and overhead of ENGIE Services U.S. incurred during the Assessment, will be incorporated into the total contract amount payable under such Energy Services Contract.

Each of Pinole and ENGIE Services U.S. reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by Pinole, the Assessment Fee will be payable by Pinole to ENGIE Services U.S. within thirty (30) calendar days of termination. If this Agreement is terminated by ENGIE Services U.S., Pinole will have no obligation to pay any portion of the Assessment Fee to ENGIE Services U.S. If ENGIE Services U.S. determines that the projected savings from implementation of the ECMs identified during the Assessment cannot result in a paid-from-savings project which complies with California Government Code Sections 4217.10 through 4217.18, the Assessment and this Agreement will be terminated by ENGIE Services U.S.

Any amount not paid when due will, from and after the due date, bear interest at a fluctuating rate equal to the sum of (a) The United States Prime Rate as listed from time to time in the Eastern print edition of the Wall Street Journal® *plus* (b) 2% per annum. Accrued and unpaid interest on past due amounts (including interest on past due interest) will be due and payable upon demand.

3. INSURANCE

ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (A) through (F) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Pinole via an insurance certificate.

- A. Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- B. Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$2,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- D. Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- E. Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- F. Policy Endorsements.

- * The insurance provided for Workers Compensation and Employers Liability above will contain waivers of subrogation rights against Pinole, but only to the extent of the indemnity obligations contained in this Agreement.
- * The insurance provided for Commercial General Liability and Auto Liability above will:

- (1) include Pinole as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and
- (2) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Agreement.

4. INDEPENDENT CONTRACTOR

ENGIE Services U.S., and the agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, are acting in an independent capacity in the performance of this Agreement, and not as public officials, officers, employees, consultants, or agents of Pinole for purposes of conflict of interest laws or any other applicable law. This Agreement may not be construed to represent the creation of an employer/employee or principal/agent relationship. ENGIE Services U.S. will act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. ENGIE Services U.S. is free to work for other entities while under contract with Pinole.

5. ENERGY SERVICES CONTRACT; DEMONSTRATION PRODUCTS

As it is the intent of Pinole and ENGIE Services U.S. to pursue cost effective energy retrofits and ECMs at the Sites pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment.

From time to time, ENGIE Services U.S. may offer to provide Pinole access to products that are not generally marketed on a commercial basis ("Demonstration Products"). Demonstration Products currently are in a development phase, meaning that they are not generally being sold to the public and that they are being evaluated in the facilities of the manufacturer and others (sometimes called "beta testers") to determine whether the products or the installation or user instructions should be modified, and whether they should be marketed commercially. If Pinole desires, at its option, to participate in the evaluation of Demonstration Products, it shall do so on the terms and conditions of a demonstration products agreement to be negotiated by the Parties.

6. WORK PRODUCT

Pinole will not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Recommendations. The Recommendations, and all data, proposals, plans, specifications, flow sheets, drawings, and other work product prepared or produced by ENGIE Services U.S. hereunder ("Work Product") and furnished directly or indirectly, in writing or otherwise, to Pinole under this Agreement will remain ENGIE Services U.S.' property and will be used only in connection with work performed by ENGIE Services U.S. ENGIE Services U.S. will be deemed the author and owner of such Work Product and will retain all common law, statutory and other reserved rights, including copyrights. The Work Product may not be used by Pinole as a basis for facility construction or implementation of ECMs developed herein by any entity other than ENGIE Services U.S., without the prior written agreement of ENGIE Services U.S. If ENGIE Services U.S. determines that Pinole has violated this prohibition, ENGIE Services U.S. may, in its sole discretion, and in addition to injunctive relief or any other legal or equitable remedies ENGIE Services U.S. may have, require that Pinole pay, in addition to the Assessment Fee, liquidated damages in an amount equal to five (5) times the Assessment Fee. This liquidated damages amount is not a penalty but a reasonable estimate of the amount of losses ENGIE Services U.S. will suffer, and will survive the termination of this Agreement. Any unauthorized use of the Work Product will be at Pinole's sole risk and without liability to ENGIE Services U.S., and Pinole agrees to defend, indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature (collectively, "Losses") associated with or resulting from such use.

7. LIMITATION OF LIABILITY

The liability of a defaulting Party, in connection with this Agreement or any analysis, report, recommendations, or other deliverables provided hereunder, will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the greatest extent permitted by law. In no event will ENGIE Services U.S. be liable to Pinole for any Losses which collectively exceed the amount of the Assessment Fee, regardless of whether

such amounts arise out of breach of contract, guarantee or warranty, tort, product liability, contribution, strict liability or any other legal theory.

8. NONDISCRIMINATION; COMPLIANCE WITH LAWS

ENGIE Services U.S. will comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

The Parties acknowledge and agree that ENGIE Services U.S. is not a municipal advisor and cannot give advice to Pinole with respect to municipal securities or municipal financial products absent Pinole being represented by, and relying upon the advice of, an independent registered municipal advisor. ENGIE Services U.S. is not subject to a fiduciary duty with regard to Pinole or the provision of information to Pinole. Pinole will consult with an independent registered municipal advisor about the financing option(s) appropriate for Pinole's situation.

ENGIE Services U.S. cannot guarantee that Pinole will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"); ENGIE Services U.S. expressly disclaims any liability for Pinole's failure to receive any portion of the Incentive Funds, and Pinole acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds.

9. FORCE MAJEURE

Neither Party will be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance will be due to an event of Force Majeure. The term "Force Majeure" will mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party will be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure will give prompt written notice of such fact to the other Party.

10. INTEGRATION; AMENDMENT; COUNTERPARTS

This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration. Except as otherwise provided herein, the terms and provisions of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by email shall be effective as delivery of a manually executed counterpart of this Agreement.

11. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the transaction contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Article: (i) The place of arbitration will be the American Arbitration Association office closest to where the Assessment was performed; (ii) one arbitrator will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); all arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (v) the award must be in the form of a reasoned award; (vi) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (vii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

[the Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

ENGIE SERVICES U.S.:

PINOLE:

ENGIE Services U.S. Inc.

City of Pinole

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DRAFT

ATTACHMENT A

SCOPE OF WORK

I. Required Documents (Needed to Proceed).

- A. Pinole will provide the following detailed documentation:
1. Most recent two (2) years of audited financial statements.
 2. Actual utility company invoices for all utilities serving the Sites, for a minimum of three (3) years, and preferably five (5) years, immediately prior to the date hereof, with, beginning with the most recently completed month.
 3. Utility company demand interval recordings of 15/30-minute electrical demand for characteristic months of the year, where available.
 4. Where available, record drawings (AutoCAD or hard copy) for the Sites:
 - a. mechanical
 - b. plumbing
 - c. electrical
 - d. building automation and temperature controls
 - e. structural
 - f. architectural
 - g. modifications and remodels
 - h. site landscaping
 5. AutoCAD or hard copy of 8 ½" x 11" or 11" x 17" floor and roof plans of all Sites, as well as information on the age, type and condition of buildings and roofs, where available.
 6. A list of key contacts at each Site, including Pinole personnel knowledgeable of the electrical, HVAC, lighting and controls systems.
 7. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.
 8. Original construction submittals and factory data (specifications, pump curves, etc.), where available.
 9. Test and balance reports for water and air systems, where available.

II. Scope of Work.

The Integrated Energy Assessment (the "Assessment") will be performed as described below:

- A. Perform detailed review of documents delivered above.
- B. Perform an inspection survey to:
1. Identify potential energy conservation measures ("ECMs") and opportunities for distributed and renewable generation technologies.
 2. Identify the potential locations and type of application for solar photovoltaics (PV) and other ECM installations.
 3. Interview the facility manager, chief engineer, or others as needed.
 4. Identify comfort or system-function problems which may impact the performance of the recommended measures.
 5. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.

6. Survey major energy using equipment, and record (to extent available) the pertinent information for the following:
 - a. Lighting
 - b. HVAC equipment
 - c. Controls and automation
 - d. Other (process, outdoor lighting, etc.)
 - e. Pumps
 - f. Compressors
 - g. Boilers
 - h. Heat exchangers
 - i. Fan coil units
7. Perform Site survey, consisting of:
 - a. Site walk
 - b. Shading analysis
- C. Perform Utility Analysis and Solar Photovoltaic Production Analysis:
 1. Identify current rate schedule, analyze electrical usage and model load profile for each Site
 2. Determine historical Site-specific rate escalation
 3. Determine expected solar photovoltaic production curve for proposed Sites
 4. Overlay electrical load profile with expected solar photovoltaic production curve, to right-size the solar photovoltaic system(s) and identify rate restructuring opportunities.
- D. Analyze HVAC and electrical usage for each Site, where existing historical sub-meter data is available.
- E. To the extent deemed necessary by ENGIE Services U.S., prepare preliminary engineering for ECMs and renewable opportunities at the Sites, to include:
 1. A written description including:
 - a. the existing conditions
 - b. the changes to be made
 - c. the engineering principle(s) which cause energy to be saved
 2. A general scope of the construction work required for installation of work.
 3. Rough sizing of major equipment and a preliminary selection.
- F. Calculate energy use and cost for all viable ECMs and renewable generation technologies:
 1. For each ECM or renewable generation technology, calculate annual energy savings
 2. Calculation methodology will be determined by ENGIE Services U.S., and may include using modeling software such as Market Manager or Trace 700, or may involve spreadsheet analysis or other accepted, standard engineering procedures.
 3. Calculations will follow ASHRAE or other nationally recognized authority and will be based on sound engineering principle(s).
 4. Operational and maintenance savings, if any, will be identified as a separate line item.
- G. Prepare a preliminary measurement and verification plan, explaining how each ECM is to be measured and verified. This plan need only show intended methodologies, but is not required to identify precise instrumentation and/or formulae intended for use. This plan should be carefully enough prepared so as not to materially conflict with the final measurement and verification plan to be prepared during final negotiations of, and incorporated into, the Energy Services Contract.
- H. Prepare a proposed "Project Cost" and a list of "Services to Be Provided," in anticipation of ENGIE Services U.S. and Pinole entering into an Energy Services Contract to design, construct, install, and monitor the projects proposed in the Recommendations. Cost calculations will explicitly state that the Energy Services Contract must be promptly executed to avoid price increases and that hazardous substance or abnormal subsurface/soil condition issues must not be present.
- I. Development of the Energy Education program, which will include:

1. Meeting with Pinole stakeholders, as defined and suggested by Pinole, to determine education program goals
2. Research, curate, vet and create potential education program components as needed
3. Consult with Pinole to finalize education program scope and details
4. Potential education program elements may include:
 - a) Living Laboratory
 - b) hands-on materials
 - c) project-based learning
 - d) STEM career exposure
 - e) professional development

J. ENGIE Services U.S. will provide to Pinole Recommendations which will include:

1. A draft Energy Services Contract which will include the contract amount, scope of work, and payment schedule
2. A scope of work for each ECM per Site which is compatible with Pinole's investment and infrastructure improvement goals
3. An economic analysis for the aggregated Sites, including project costs, utility incentives, energy savings, renewable energy revenue, operation and maintenance savings and any other revenue or program contributions

III. Technologies to be Considered:

A. The technologies listed below will be considered during the performance of assessments:

1. Lighting
 - a. Lighting fixture retrofit
 - b. Lighting controls
 - c. LED parking lot lighting
2. Building automation/direct digital controls
3. Air handling systems:
 - a. Variable volume conversion
 - b. Zone/area isolation & shutdown
 - c. Outside air economizer
4. Plant/equipment modifications:
 - a. Chiller upgrade/replacement
 - b. Cooling tower upgrade/replacement
 - c. Boiler burner conversion/upgrade
 - d. Energy efficient swimming pool equipment upgrades
5. Solar photovoltaic and wind electric generation
6. Electric vehicle charging stations

ATTACHMENT B

Pinole SITE INVENTORY

(all Sites – both included and excluded – must be listed)

PART I: SITES INCLUDED IN ASSESSMENT

Site Name	Address	Floor Area (square feet)
Wastewater Treatment Plant	11 Tennant Ave, Pinole CA 94564	
City Hall	2131 Pear Street, Pinole CA 94564	
Senior Center	2500 Charles Ave, Pinole, CA 94564	
Community Center	635 Tennant Ave, Pinole CA 94564	
Public Safety Building & Fire Station	880 Tennant Ave, Pinole CA 94564	

PART II: SITES NOT INCLUDED IN ASSESSMENT

Site Name

Address

Energizing the City of Pinole

City of Pinole Energy Partnership
Feasibility Assessment

ENGIE



(Yuba City Wastewater Treatment Plant)

ENGIE: A Global Efficiency Leader With Deep History in Northern California

ENGIE Services Local Leadership

- National headquarters in Oakland and offices in Sacramento and San Jose
- **45+** years in operation
- **\$2.5 billion** in energy and water costs saved
- **3 million tons** of GHG emissions reduced
- Comprehensive and turnkey engineering/design, procurement, financing, PM/CM, and educational services
- Provided public sector engineering and construction services that have benefited from over \$1.25 billion in cumulative project financings
- Energy savings partnerships with over 100 cities nationwide, including 35 California cities: **Cities** of Benicia, Concord, Dublin, Richmond, Livermore, Suisun City, Yuba City. Also: Alameda County, Contra Costa County, West Contra Costa USD, Oakland USD, Chabot-Las Positas Community College District, Contra Costa County Community College District

ENGIE Global Presence

- Largest independent energy producer in the world
- Operating in 70 countries
- \$68 billion in revenue in 2018



ENGIE's Flip the Switch event at City of Concord

Partnership Goals: Beyond Energy

3 DIMENSIONS OF IMPACT

Economic

- Leverage guaranteed savings to pay for program
- Reduce operating and maintenance costs
- Local job creation

Environmental

- Address General Plan Sustainability goals
- Improve resiliency of City in the face of climate change risks
- Messaging to community on environmental responsibility

Human

- Enhance building comfort and usability
- Community safety and impact
- Civic engagement, internship opportunities, and positive public recognition



City of Pinole Sustainability Vision

Case Studies



Yuba City

Customer Program Goal

- Maintain critical operations at water treatment plant in event of grid de-energization
- Achieve immediate savings

ENGIE Solution

- Phased implementation of solar & storage system configured to grow to a fully islanding microgrid system
- Provide added reliability, power quality, and resiliency



Selma-Kingsburg-Fowler County Sanitation District

Customer Program Goal

- Reduce peak demand charges and energy costs
- Install system without interruption of operations

ENGIE Solution

- 2.4 MW solar PV system
- 1,000 kwh energy storage system
- Six months of coordination and planning to avoid system interruption



City of Greenfield

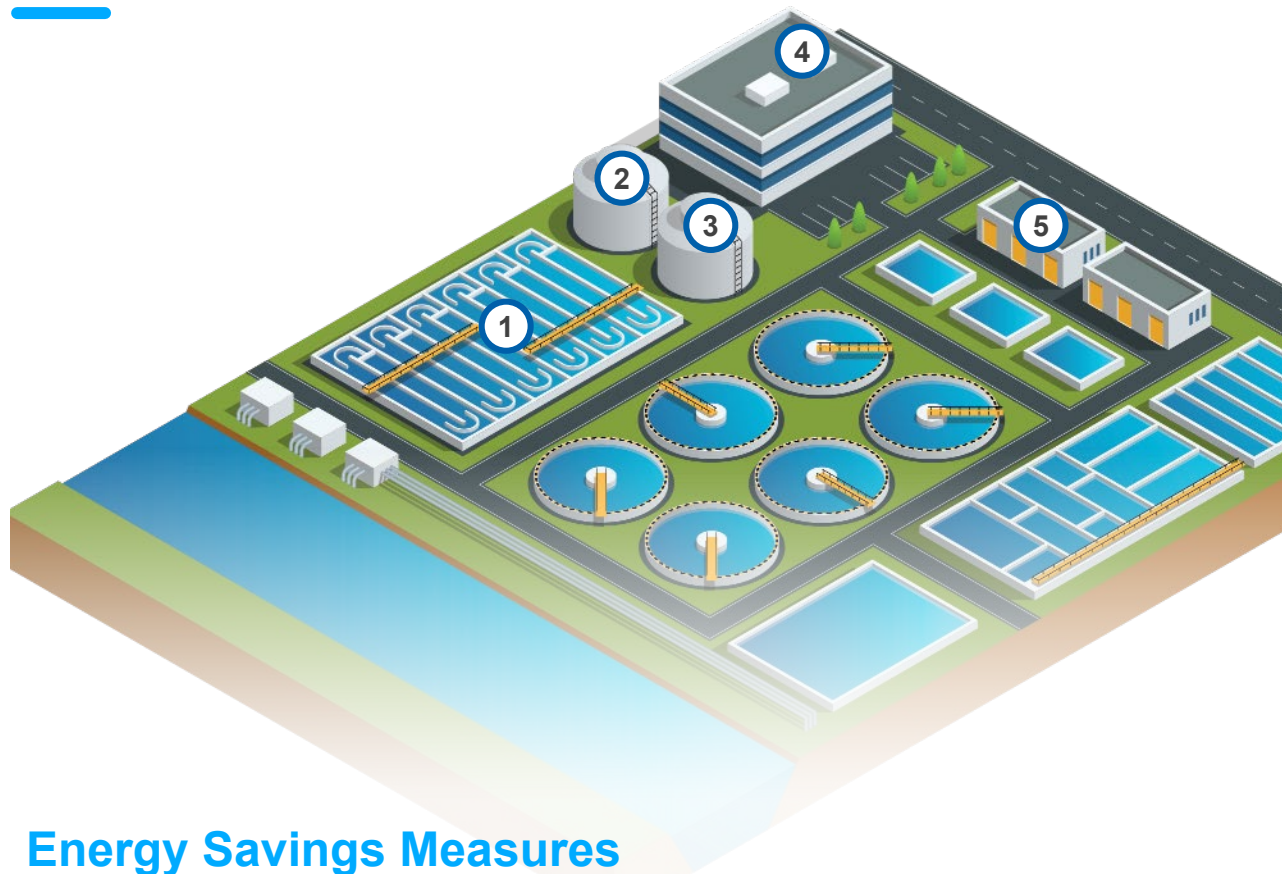
Customer Program Goal

- Reduce utility and operational costs
- Automate systems

ENGIE Solution

- Citywide street and park light retrofit to LED
- Installed automated controls at wastewater treatment ponds
- Citywide AML water meter installation

Wastewater Treatment Plant Solutions



LEGEND

1. AERATION SYSTEMS

- Coarse to Fine Bubble Diffusers
- High Efficiency Blowers
- Dissolved Oxygen Controls
- Mixers Replacements

2. BIOSOLIDS HANDLING

- Digesters
- ATAD Systems
- Incinerators

3. BIOSOLIDS HANDLING

- Methanogenesis
- Codigestion
- Cambi
- Gas Cleaning

4. DEMAND REDUCTION

- Aeration
- Pumping
- Process Optimization

5. DISINFECTION

- Onsite Generation
- Ultra-Violet

Energy Savings Measures










































RENEWABLE ENERGY
BATTERY STORAGE
MICROGRIDS
LIGHTING
HVAC

HIGH EFFICIENCY PUMPS/MOTORS
Variable Speed Drives
Optimized Control Systems

ENERGY CONVERSION
Combined Heat and Power
Turbine vs. Recip
Cogeneration
Pipeline Quality Gas

SOLIDS MANAGEMENT
Thermal Drying
Solar Drying
Class of Solids
Regulatory Compliance

A Comprehensive Approach for our Clients

	Lighting	Solar Generation	Battery Storage	Water Conservation	Water Meters	Wastewater Treatment	HVAC	Education & Community Engagement
City of Livermore								
City of Greenfield								
City of Pismo Beach								
City of Salinas								
City of Gonzales								
City of San Jose								
City of Fremont								
City of Suisun								
City of Yuba City								

Community Engagement

Communication & Celebration

Collaborate with Pinole to communicate and celebrate the strides the City has made in its sustainability efforts. Potential opportunities include ribbon cutting events and content creation for newsletters and media.



Contra Costa County Ph. 1 Ribbon Cutting Celebration



Livermore HS Energy Ambassador Program

Workforce Development

Provide greater capacity for City sustainability initiatives by creating work-based learning and internship opportunities for local students grounded in sustainability.

Community Engagement

Leverage ENGIE for participation in community events to educate residents about the energy program and provide tips for going green.



Suisun City summer '19 of STEAM series



City of Pinole General Plan Vision

Strive to make Pinole a sustainable community where the citizens act as stewards for the environment, the economy, and the social equality of the community, preserving Pinole's historic past, while maintaining a healthy economy for all members of the community now and in the future.

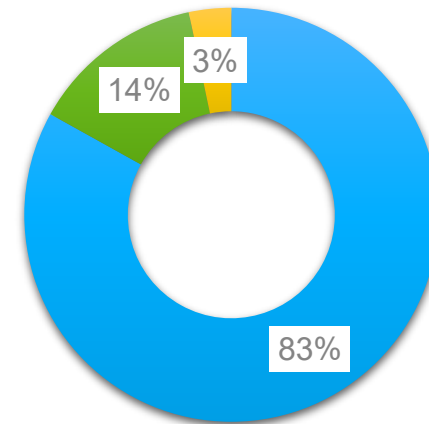
Utility Data



City of Pinole Overall Utility Expenditures

Total Utility Bills by End Use

Facility	Electric Bill	Natural Gas Bill	Total Annual Utility Bill
All City-Owned Sites	\$ 711,228	\$ 57,743*	\$ 768,971
Streetlights (formerly LS-1, qty 115)	\$ 126,062	n/a	\$ 126,062
Streetlights (LS-2, qty 231)	\$ 30,564	n/a	\$ 30,564
TOTAL	\$ 867,854	\$ 57,743	\$ 925,597



- Selected Sites
- PG&E LS-1 Streetlights
- City LS-2 Streetlights

* PG&E Natural Gas Billing data not available for City Hall and WWTP



Preliminary Energy Conservation Summary Matrix

Property	Service Address	Rate Schedule	Total Electric Bill	Solar PV	LED Streetlights	Battery Storage / Diesel Generator	HVAC Upgrades	EMS	EV Charging	Interior/Exterior LED Lighting Retrofits	Additional
Wastewater Treatment plant	11 TENNANT AVE	HA10S	\$ 527,130	X				X			
Pinole City Hall	2131 PEAR ST	HA10SX	\$ 50,184	X		X	X	X			
Pinole Senior Center	2500 CHARLES AVE	HA10S	\$ 41,403	X							
Pinole Community Center	635 TENNENT AVE	A6	\$ 13,750	X				X			
Public Safety Building & Fire Station	880 TENNENT AVE	HA10S	\$ 73,654	X				X			
pumping station	W END/HAZEL AVE	HA6	\$ 5,107								
City-wide Streetlights (231)	-	-	\$ 30,564		X						
TOTAL			\$741,792								

Guide to Acronyms:

Solar PV = Solar Photovoltaic System

EMS = Energy Management System (controls)

Included in budgetary pricing

Additional Opportunities



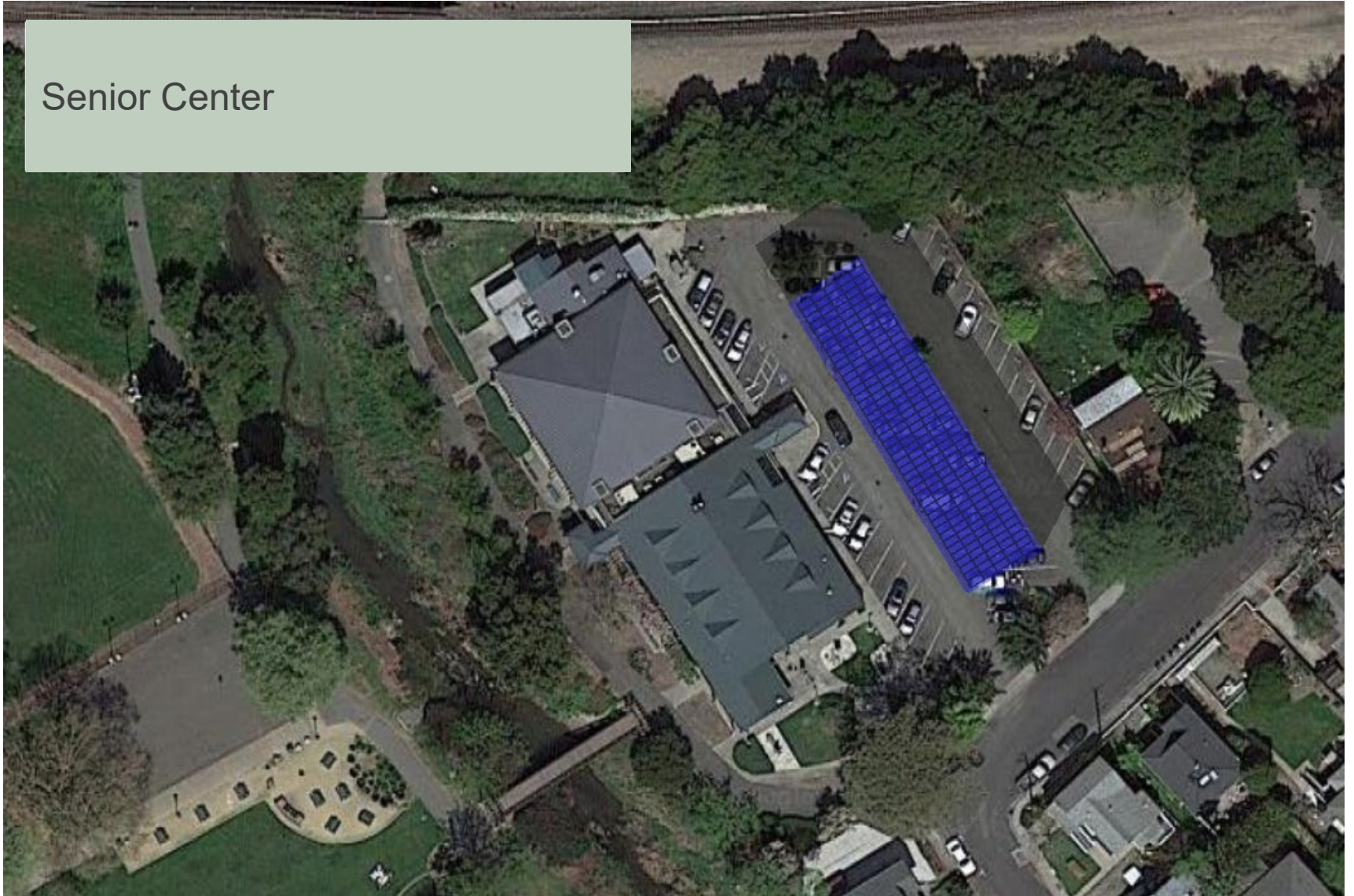
Solar Options

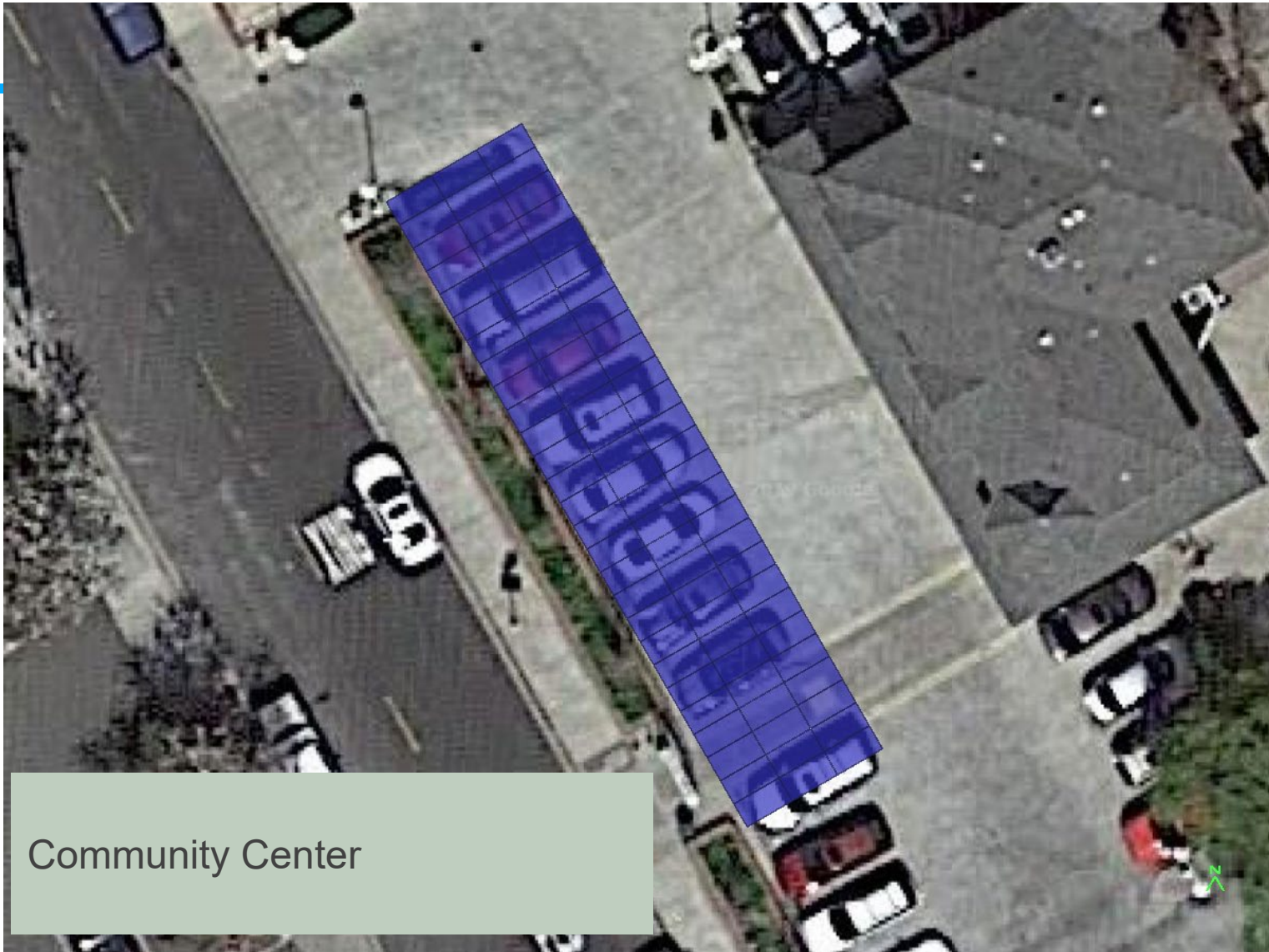
(Contra Costa County Admin Office)

City Hall, Public Safety Building & Fire Station



Senior Center





Community Center



Identified Measures



Diesel Generator

Site	Peak Demand KW	recommended Generator size (KVA) - 480V-3PH	Current rating
Pinole City Hall	88	112.5	150A
Fire department	82	100	120A
Senior Center	80	100	120A

Battery Storage

Utility Savings Benefits:

- Cost savings from reduced demand charges
- Secured solar investment with improved performance
- Avoid unfavorable tariff rates and bills
- 20-year warranty

Resiliency Benefits:

- Provides added reliability, power quality and resiliency
- Would allow sites to maintain critical operations during grid-energization events



Identified Measures Continued

Mechanical Equipment & Controls Upgrades

Benefits Include:

- Improved thermal comfort to occupants
- Savings in energy cost

LED Streetlights

Benefits Include:

- Last over 100,000 hours; don't require warm up
- Produce "directional" light vs. diffused glow

LED Interior/Exterior Lighting

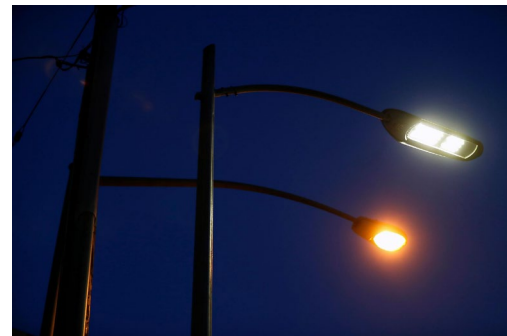
Benefits Include:

- Use 50% less electricity than traditional options
- Last over 50,000 hours or longer

EV Charging

Benefits Include:

- Potential road stop destination for electric vehicle drivers
- Encourage adoption of electric vehicles
- Improve local air quality & public health



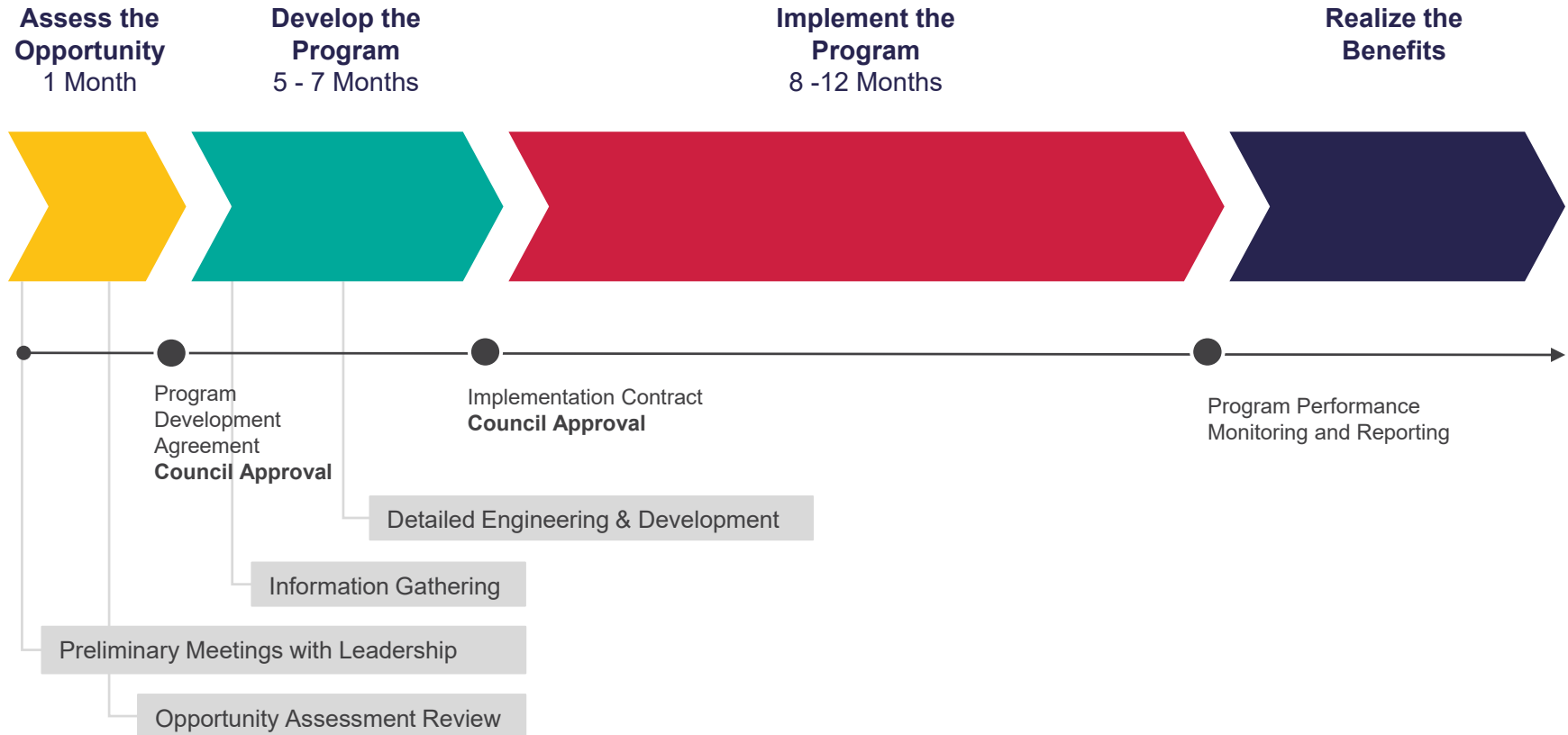
Financial Impact

Year	Avoided kWh	Avoided Rate (\$/ kWh)	Self Generation Savings	Electricity Savings - Lighting	Combined ECM & Self Generation Savings	O&M & M&V	Finance Payment	Net Savings
	(A)	(B)	(C)	(D)	(E) = (C)+(D)	(F)	(G)	(F) = (E)+(F)+(G)
1	3,292,262	\$ 0.139	\$ 456,314	\$ 13,923	\$ 470,237	\$ (31,200)	\$ (334,082)	\$ 104,955
2	3,275,801	\$ 0.145	\$ 474,464	\$ 14,549	\$ 489,013	\$ (32,136)	\$ (351,922)	\$ 104,955
3	3,259,422	\$ 0.151	\$ 493,336	\$ 15,204	\$ 508,539	\$ (33,100)	\$ (370,485)	\$ 104,955
4	3,243,125	\$ 0.158	\$ 512,958	\$ 15,888	\$ 528,846	\$ (34,093)	\$ (389,798)	\$ 104,955
5	3,226,909	\$ 0.165	\$ 533,361	\$ 16,603	\$ 549,964	\$ (35,116)	\$ (409,893)	\$ 104,955
6	3,210,774	\$ 0.173	\$ 554,576	\$ 17,350	\$ 571,926	\$ (27,127)	\$ (439,844)	\$ 104,955
7	3,194,721	\$ 0.180	\$ 576,634	\$ 18,131	\$ 594,765	\$ (27,941)	\$ (461,869)	\$ 104,955
8	3,178,747	\$ 0.189	\$ 599,569	\$ 18,947	\$ 618,516	\$ (28,779)	\$ (484,782)	\$ 104,955
9	3,162,853	\$ 0.197	\$ 623,417	\$ 19,799	\$ 643,216	\$ (29,642)	\$ (508,619)	\$ 104,955
10	3,147,039	\$ 0.206	\$ 648,214	\$ 20,690	\$ 668,904	\$ (30,532)	\$ (533,417)	\$ 104,955
11	3,131,304	\$ 0.215	\$ 673,996	\$ 21,621	\$ 695,618	\$ (31,448)	\$ (559,215)	\$ 104,955
12	3,115,647	\$ 0.225	\$ 700,805	\$ 22,594	\$ 723,399	\$ (32,391)	\$ (586,053)	\$ 104,955
13	3,100,069	\$ 0.235	\$ 728,679	\$ 23,611	\$ 752,290	\$ (33,363)	\$ (613,972)	\$ 104,955
14	3,084,569	\$ 0.246	\$ 757,662	\$ 24,673	\$ 782,336	\$ (34,364)	\$ (643,017)	\$ 104,955
15	3,069,146	\$ 0.257	\$ 787,798	\$ 25,784	\$ 813,582	\$ (35,395)	\$ (673,233)	\$ 104,955
16	3,053,800	\$ 0.268	\$ 819,133	\$ 26,944	\$ 846,077	\$ (36,456)	\$ (704,666)	\$ 104,955
17	3,038,531	\$ 0.280	\$ 851,714	\$ 28,156	\$ 879,870	\$ (37,550)	\$ (737,366)	\$ 104,955
18	3,023,338	\$ 0.293	\$ 885,591	\$ 29,424	\$ 915,014	\$ (38,677)	\$ (771,383)	\$ 104,955
19	3,008,222	\$ 0.306	\$ 920,815	\$ 30,748	\$ 951,563	\$ (39,837)	\$ (806,771)	\$ 104,955
20	2,993,181	\$ 0.320	\$ 957,441	\$ 32,131	\$ 989,572	\$ (41,032)	\$ -	\$ 948,540
21	2,978,215	\$ 0.334	\$ 995,523	\$ -	\$ 995,523	\$ (42,263)	\$ -	\$ 953,260
22	2,963,324	\$ 0.349	\$ 1,035,120	\$ -	\$ 1,035,120	\$ (43,531)	\$ -	\$ 991,589
23	2,948,507	\$ 0.365	\$ 1,076,292	\$ -	\$ 1,076,292	\$ (44,837)	\$ -	\$ 1,031,455
24	2,933,764	\$ 0.381	\$ 1,119,101	\$ -	\$ 1,119,101	\$ (46,182)	\$ -	\$ 1,072,919
25	2,919,096	\$ 0.399	\$ 1,163,614	\$ -	\$ 1,163,614	\$ (47,567)	\$ -	\$ 1,116,046
26	2,904,500	\$ 0.417	\$ 1,209,896	\$ -	\$ 1,209,896	\$ (48,994)	\$ -	\$ 1,160,902
27	2,889,978	\$ 0.435	\$ 1,258,020	\$ -	\$ 1,258,020	\$ (50,464)	\$ -	\$ 1,207,556
28	2,875,528	\$ 0.455	\$ 1,308,058	\$ -	\$ 1,308,058	\$ (51,978)	\$ -	\$ 1,256,079
29	2,861,150	\$ 0.475	\$ 1,360,086	\$ -	\$ 1,360,086	\$ (53,538)	\$ -	\$ 1,306,548
30	2,846,844	\$ 0.497	\$ 1,414,183	\$ -	\$ 1,414,183	\$ (55,144)	\$ -	\$ 1,359,039
Totals	91,930,364		\$ 25,496,369	\$ 436,769	\$ 25,933,138	\$ (1,154,676)	\$ (10,380,387)	\$ 14,398,076

Program Benefits

- Solar Generation cuts electricity consumption at city facilities
- Replace end-of-life equipment at no out-of-pocket cost
 - Wrap-up remaining LED streetlight retrofits
 - HVAC upgrades & improved energy management
- Operation & Maintenance savings from HVAC upgrades and LED lighting retrofits
- Phase-in reliability & resiliency to address grid de-energization risk at critical facilities (PSPS events)
- Become a community leader and example for renewable energy and sustainability
- Turnkey partner for integration of project with General Plan and GHG Emissions reduction goals

Partnership Timeline



Thank you

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Our Northern California Customers

Cities

- City of Benicia
- City of Concord
- City of Dublin
- City of Fremont
- City of Gonzales
- City of Grass Valley
- City of Greenfield
- City of King City
- City of Livermore
- City of Millbrae
- City of Patterson
- City of Richmond
- City of Saint Helena
- City of Salinas
- City of San Jose
- City of Suisun City
- City of Union City
- City of Waterford
- City of Yuba City

Counties

- Alameda County
- Contra Costa County
- Madera County
- Merced County
- Sacramento County
- San Benito County
- Santa Clara County
- Sutter County
- Yuba County

Higher Education

- Butte Community College District
- California State University, East Bay
- California State University, Fresno
- California State University, Sonoma
- Chabot-Las Positas Community College District
- Contra Costa County Community College District
- Foothill-DeAnza Community College District
- Hartnell College

- Los Rios Community College District
- Peralta Community College District
- San Mateo County Community College District
- Solano Community College
- St. Mary's College
- State Center Community College District
- University of California, Davis
- University of California, San Francisco

K-12

- Alisal Unified School District
- Alpaugh Unified School District
- Amador County Unified School District
- Berryessa Union School District
- East Side Union High School District
- Escalon Unified School District
- Franklin-McKinley School District
- Gonzales Unified School District
- Hayward Unified School District
- Jefferson Elementary School District
- Live Oak School District
- Milpitas Unified School District
- Monterey County Office of Education
- Morgan Hill Unified School District
- North Monterey County Unified School District
- Oak Grove School District
- Oakland Unified School District
- Salinas City Elementary School District
- Salinas Union High School District
- San Jose Unified School District
- San Lorenzo Unified School District
- Santa Cruz County Office of Education
- Soledad Unified School District
- South San Francisco Unified School District
- Wasco Unified School District
- Washington Unified School District

Special Districts

- Cosumnes Community Services District
- Contra Costa County Fire Protection District
- Montara Water & Sanitary District
- Monterey Regional Airport

