



PINOLE CITY COUNCIL AGENDA

TUESDAY
AUGUST 20, 2019

6:00 P.M.

2131 Pear Street, Pinole, California

.....

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

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

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

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

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

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

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

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

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

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Gov. Code § 54956.9(d)(2)

Number of Potential Cases: 1

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

1. Update on Transportation Expenditure Plan (TEP) by Randy Iwasaki, Executive Director of the Contra Costa Transportation Authority (CCTA)

2. Pinole Valley Road, Back to School Traffic Plan by Police Lieutenant Gene Alameda

7. CONSENT CALENDAR

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

A. Approve the Minutes of the Meetings of June 29 and July 2, 2019.

B. Receive the July 13, 2019 – August 16, 2019 List of Warrants in the Amount of \$2,184,914.00; the July 26, 2019 Payroll in the Amount of \$395,271.76; and the August 9, 2019 Payroll in the Amount of \$406,554.31

- C. Approve An Additional Funding Allocation Of \$17,500 To Complete The Remodel Project At Fire Station 73 **[Action: Approve Resolution per Staff Recommendation (Kouns)]**
- D. 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)]**
- E. Designating The Assistant City Manager As The City's Board Member To The Municipal Pooling Authority (MPA) Of Northern California ("Authority") And The Finance Director As The Alternate Board Member 2019 **[Action: Adopt Resolution per Staff Recommendation (Fitzer)]**
- F. Authorize Responses To Grand Jury Report No. 1907, Stormwater Trash Reduction" **[Action: Authorize Mayor to Sign Response Letter (Fitzer)]**
- G. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between January & April 2019, Considered At An Administrative Hearing On June 6, 2019 **[Action: Approve Resolution per Staff Recommendation (Iopu)]**
- H. Approve An Amendment To The Contract With Raney Planning And Management Inc. For Environmental Review For A Development Project At 2151 Appian Way In An Amount Not To Exceed \$52,025 **[Action: Approve Resolution per Staff Recommendation (T. Miller)]**
- I. Approving The Purchase Of A Seagrave Type 1 Fire Engine From Derotic Emergency Equipment In The Amount Of \$884,033, Plus \$85,500 Special Equipment For A Total Cost Of \$969,533; And Considering Approval Of The Purchase Of A Utility Terrain Vehicle (UTV) In The Amount Of \$27,000 **[Action: Approve Resolutions per Staff Recommendation (Kouns)]**
- J. Ordinance Amending Chapter 8.36 Of The Pinole Municipal Code Regarding Balcony Inspections **[Action: Second Reading and Adoption of Ordinance per Staff Recommendation (Casher)]**
- K. Amending The Master Fee Schedule For The Recreation Department Youth Center Fee **[Action: Approve Resolution per Staff Recommendation (De La Rosa)]**

8. PUBLIC HEARINGS

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

NONE

9. OLD BUSINESS

- A. Discussion Regarding Proposed FY 2019-20 Municipal Code Updates And Prioritization For Updating Specific Sections **[Action: Discuss and Provide Direction (Casher)]**

- B. Consider A Resolution Approving The Fifth Amendment And Restatement Of The Joint Exercise Of Powers Agreement (JEPA) Of The West Contra Costa Integrated Waste Management Authority [Action: Approve Resolution per Staff Recommendation (Fitzer)]
- C. Approving The Council Norms Of Behavior Established During The City Council Team Building Workshop [Action: Approve Resolution per Staff Recommendation (Fitzer)]

10. NEW BUSINESS

NONE

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
 - 1. Strategic Plan Sub Committee
- 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 September 3, 2019 In Remembrance of Amber Swartz.

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

POSTED: August 15, 2019 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

SPECIAL CITY COUNCIL MEETING
MINUTES
June 29, 2019

1. CALL TO ORDER & WELCOME

The City Council Meeting was held in the Pinole Youth Center, 635 Tennent Avenue, Pinole California. Mayor Murray called the Special Meeting of the City Council to order at 9:00 a.m.

COUNCILMEMBERS PRESENT

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

STAFF PRESENT

Michelle Fitzer, City Manager

2. WORKSHOP ITEM

A. PINOLE CITY COUNCIL TEAM BUILDING

The Pinole City Council participated in a Team Building Workshop facilitated by Management Partners.

3. ADJOURNMENT to the Regular Council Meeting of July 2nd, 2019 and in Remembrance of the Amber Swartz.

At 3:30 p.m., Mayor Murray adjourned to the Regular City Council Meeting of July 2, 2019 In Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:

**CITY COUNCIL MEETING
MINUTES
July 2, 2019**

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

The City Council Meeting was held in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Murray called the Regular Meeting of the City Council to order at 6:02 p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

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

City Clerk Iopu announced the agenda was posted on June 27th, 2019 at 4:00 p.m. All legally required notice was provided.

City Clerk Iopu announced that additional items pertaining to Agenda 6B1, 6B3, 7D, 8A, and 11B2 on the agenda were provided at the dais for the Council and copies were placed at the rear of the Chamber for the public,

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

3. CONVENE TO A CLOSED SESSION

The City Council convened into closed session at 6:03.

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

At 6:53 p.m. Mayor Murray reconvened the meeting into open session and announced that there was no reportable action.

5. CITIZENS TO BE HEARD (Public Comments)

At 6:53 pm, the Mayor inquired if there were any Public Comments. The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, announced the extended hours celebration on July 6th at the Pinole Library at 10:00 am and encouraged public to attend. Spoke regarding Inspector General's Homeland Security report detailing the conditions at detention centers at the US Southern border. Encouraged the City Council to write letter of opposition of these detainment practices to the Federal government.

Susan Carlyle, resident of Pinole, stated that she has lived on Pinole Valley Road for 35 years. Expressed concern regarding the increase in traffic and high-speed dangerous driving. Suggested that the City Council form a committee to gather information and implement safety measures including speed bumps.

Raju Mann, resident of Pinole, spoke regarding grand opening of her new store Menchie's Yogurt at 1358 Fitzgerald on July 13th at 11:00 am. Encouraged everyone to attend.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing Earl Combs for Local Photography

A slideshow was presented of Earl Comb's photography. Mayor Murray presented a proclamation to Earl Combs recognizing his contributions to the community.

The following speaker addressed the City Council:

Jeff Rubin, resident of Pinole, spoke regarding Mr. Combs work and presented him with the "Friend of History" Award on behalf of the Pinole Historical Society.

B. Presentations / Recognitions

1. Sewer Update by Tamara Miller

Joe Bingaman presented an informational update on the Sewer division.

Councilmembers asked questions regarding details of the report. Staff addressed questions.

The following speaker addressed the City Council:

Rafael Menis, resident of Pinole, asked what SSO stands for. Made comment that staff should address this during strategic plan process.

Staff responded to public comment.

2. Pinole/Hercules Water Pollution Control Plant Upgrade Project Update by Mike Warriner

Mike Warriner made presentation regarding the status of the Water Pollution Control Plant Upgrade Project.

Councilmembers asked questions.

Mr. Warriner and City Manager Fitzer responded to questions.

3. PG&E regarding Power Shut-off Program by Treva Reid & Les Putnam

Treva Reid and Les Putnam, representatives of PG&E, presented information on Community Wildfire Safety Program for the City of Pinole. Outlined the plan for power outages and highlighted steps that the public can take to receive timely updates regarding potential outages.

Councilmembers asked questions of PG&E representatives. Discussion regarding safety concerns for community. Questions addressed by PG&E representatives; outlined notification procedures, programs for customers who are reliant on energy for medical equipment, and announced the ways that the public can prepare for extended outages

Information provided by City Manager Fitzer, Development Services Director/City Engineer Miller, Police Chief Gang, and Fire Chief Kouns regarding plans for City preparedness in the event of long-term power outages.

Councilmembers asked questions. Questions addressed by staff.

The following speaker addressed the City Council:

Rafael Menis, resident of Pinole, asked the PG&E representatives regarding solar power battery back-ups, and the differences between targeting vs. undergrounding systems.

Public question addressed by staff.

7. **CONSENT CALENDAR**

- A. Approve the Minutes of the Meeting of June 4, 2019.
- B. Receive the June 15, 2019 – June 28, 2019 List of Warrants in the Amount of \$267,414.85 and the June 28, 2019 Payroll in the Amount of \$385,344.22
- C. Authorizing The City Manager To Enter Into A Contract With Tri Commercial In The Amount Not To Exceed 6% Of The Sales Price To Provide Commercial Real estate Broker Services For The Sale Of Several Former Redevelopment And Housing Assets [Action: Adopt Resolution per Staff Recommendation (De La Rosa)]

ACTION: Motion by Councilmembers Swearingen/Tave to approve Consent Calendar Items A, B, C

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

The following items were pulled for further discussion:

- D. Consider A Letter Of Support For ACA 1, Local Government Financing: Affordable Housing And Public Infrastructure [**Action: Authorize Mayor to Sign Letter (Fitzer)**]
- E. Consider A Letter Of Opposition For SB 330 Housing Crisis Act Of 2019 [**Action: Authorize Mayor to Sign Letter (Fitzer)**]

The following speaker addressed the City Council on Item 7 D & 7E:

Rafael Menis, resident of Pinole, stated that legislative letters should not be listed on the consent calendar.

ACTION: Motion by Councilmembers Martinez-Rubin/Swearingen to approve Consent Calendar Items D and E

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

8. PUBLIC HEARING

- A. Introduction And First Reading Of An Ordinance Of The City Of Pinole Adding Chapter 15.60 To The Municipal Code For Management Of PCBs During Building Demolition Projects [**Action: Conduct Public Hearing & Introduce on First Reading (Casher)**]

City Attorney Casher presented a report introducing the ordinance and outlining the action.

Councilmembers asked questions. Staff responded.

At 10:38 p.m. Mayor Murray opened the public hearing.

There were no public comments.

At 10:38 p.m. Mayor Murray closed the public hearing.

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to approve the ordinance.

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

9. OLD BUSINESS

None.

10. NEW BUSINESS

None.

11. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Murray announced an event in Napa on August 4th, 2019 being hosted by the office of Congressman Mike Thompson.

PG&E is hosting public Open House events to provide information about Community Wildfire Program on July 8th in Oakland and on July 11th in Walnut Creek.

B. Mayoral & Council Appointments

1. Appoint Councilmember Salimi as Pinole's Voting Delegate for League of CA Cities

Mayor Murray and City Manager Fitzner provided information regarding the appointment.

ACTION: Motion by Councilmembers Tave/Swearingen to appoint Councilmember Salimi as Pinole's Voting Delegate for League of CA Cities

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

2. Community Services Commission Appointments

Mayor Murray introduced the item. The interview subcommittee Mayor Murray and Councilmember Martinez-Rubin recommended the following people to be appointed to the Community Service Commission:

Darin Clarke, Robert Kopp, Emily Ricketts, Rafael Menis and Nickolas Teller

ACTION: Motion by Councilmembers Tave/Salimi to approve the recommendation for appointments to the Community Services Commission

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

C. City Council Committee Reports & Communications

Councilmember Salimi announced he attended the Metropolitan Transportation Commission (MTC) meeting where the PG&E planned power outages were discussed and the West Contra Costa Transportation Authority (WCCTAC) meeting and announced potential tax measures coming forward in 2020.

Councilmember Martinez-Rubin presented highlights of the Mayor's and Councilmember's Executive Forum conference she attended in Newport. Outlined the financial topics that were reviewed by the League of CA Cities and made comments about the importance of each in relation to Pinole.

Mayor Pro Tem Swearingen thanked Bob Kopp and Sequoia Real Estate for their involvement in planning the Pinole Car Show event. Also recognized the Public Works department, Police Department and the Pinole "Explorers" group.

Recognized the Garden Club for their work in the community to maintain City areas.

Commented on WCCTAC and the CCTA sales tax update.

Councilmember Tave announced successful teambuilding event and highlighted some key concepts that were discussed. Thanked staff for efforts in organizing the event.

Mayor Murray also recognized the benefit of the Council teambuilding event, announced having a productive meeting with East Bay Regional Park Executive Director and outlined current and potential projects.

At 11:03 p.m. Councilmember Swearingen/Martinez Rubin moved to extend the meeting for fifteen minutes.

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to extend the meeting fifteen minutes.

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

D. Council Requests For Future Agenda Items

Councilmember Salimi requested a discussion item for a program for local hiring on projects. Discussion of history of this type of program in Pinole.

City Attorney Casher addressed questions raised by Council. Consensus by Council.

Councilmember Martinez-Rubin asked for report on Census activities. Consensus by Council.

Councilmember Tave requested letter of opposition to detention camps at Southern US border.

E. City Manager Report / Department Staff

City Manager Fitzer announced her retirement in December 29, 2019 and thanked the Council for the opportunity to serve Pinole.

Mayor Murray thanked City Manager Fitzer for her service. Councilmembers made comments recognizing City Manager Fitzer for her hard work and thanking her for her service to Pinole.

F. City Attorney Report

None.

12. ADJOURNMENT to the Regular City Council Meeting of July 16, 2019 In Remembrance of Amber Swartz.

At 11:24 p.m., Mayor Murray adjourned to the Regular City Council Meeting of July 16, 2019 In Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

WARRANT LISTING

By Vendor Name

Payment Dates 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909A13	91586	07/26/2019	100-341-42101	ON CALL BUILDING DEP	11,040.00
				SERVICES PERIOD MAY 1-31, 19	
J1909A13	91586	07/26/2019	100-465-42101	ON CALL BUILDING DEP	12,580.00
				SERVICES PERIOD MAY 1-31, 19	
J1909A13	91586	07/26/2019	212-20340	ON CALL BUILDING DEP	17,640.00
				SERVICES PERIOD MAY 1-31, 19	
J1909A13	91586	07/26/2019	212-461-42101	ON CALL BUILDING DEP	27,630.00
				SERVICES PERIOD MAY 1-31, 19	
J1909A13	91586	07/26/2019	212-462-42101	ON CALL BUILDING DEP	500.00
				SERVICES PERIOD MAY 1-31, 19	
J3681E	91527	07/19/2019	100-231-42101	Pinole Fire for the period of	16,800.00
				March 1-31, 2019	
J3681H	91643	08/02/2019	100-231-42101	FIRE INSPECTIONS JUNE 1-30	14,280.00
				2019	
Vendor 4LE00 - 4LEAF, INC. Total:					100,470.00
Vendor: 1629 - ACROSS THE STREET PRODUCTIONS, INC					
INV02634	91528	07/19/2019	106-231-42301	CERTIFIED BLUE CARD IC	15,000.00
				CERTIFICATION	
INV02657	91528	07/19/2019	106-231-42301	BLUE CARD ONLINE TRAINING	3,565.00
				PROGRAM	
Vendor 1629 - ACROSS THE STREET PRODUCTIONS, INC Total:					18,565.00
Vendor: AIR10 - AIRGAS USA, LLC					
9963296622	91529	07/19/2019	100-343-42514	RENT CYL MED LARGE AIR	157.45
Vendor AIR10 - AIRGAS USA, LLC Total:					157.45
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 080819	91763	08/16/2019	100-222-42201	DRINKING WATER FOR POLICE	4.99
5025519 070619	91644	08/02/2019	500-641-42201	DRINKING WATER FOR WASTE	93.04
				WATER	
5025519 070619-02	91644	08/02/2019	500-641-42201	DRINKING WATER FOR WASTE	68.49
				WATER	
5025531 070619	91644	08/02/2019	100-343-42101	DRINKING WATER FOR CORP	64.57
				YARD	
5025531 070619-02	91644	08/02/2019	100-343-42101	DRINKING WATER FOR CORP	45.96
				YARD	
8498505 071219	91530	07/19/2019	100-222-42201	DRINKING WATER FOR POLICE	147.47
8498505 080919	91763	08/16/2019	100-222-42201	DRINKING WATER FOR POLICE	73.47
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					497.99
Vendor: 1487 - ALICE SANKEY					
50119	91587	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	7.00
Vendor 1487 - ALICE SANKEY Total:					7.00
Vendor: AME22 - AMERICAN STAGE TOURS					
26816	91531	07/19/2019	209-552-43805	RED HAWK CASINO TOUR	1,160.00
26817	91531	07/19/2019	209-552-43805	GUIDE DOGS FOR THE BLIND	1,927.00
				TOUR	
Vendor AME22 - AMERICAN STAGE TOURS Total:					3,087.00
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
19-00565	91764	08/16/2019	285-464-42101	BANKRUPTCY SERVICE FEE	116.10
19-00565	91764	08/16/2019	750-463-42101	BANKRUPTCY SERVICE FEE	61.15
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					177.25

WARRANT LISTING

Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1642 - ANDREA MUHAMMAD					
72919	91645	08/02/2019	209-20309	PYC MAIN HALL RENTAL7/27/19 DEPOSIT REFUND	250.00
Vendor 1642 - ANDREA MUHAMMAD Total:					250.00
Vendor: ROD01 - ANNETTE RODRIGUEZ					
80119	91729	08/09/2019	209-552-43802	EXERCISE 12 CLASSES- SC	540.00
Vendor ROD01 - ANNETTE RODRIGUEZ Total:					540.00
Vendor: 1645 - ANTONIO CERVANTES					
72919	91646	08/02/2019	209-20308	PSC MAIN HALL RENTAL 7/27/19 DEPOSIT REFUND	750.00
Vendor 1645 - ANTONIO CERVANTES Total:					750.00
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
69624	91647	08/02/2019	100-222-42108	SCHLAGE NUMBERED KEY DUPLICATE	76.42
69632	91647	08/02/2019	209-554-42108	KEY DUPLICATE	43.63
69664	91647	08/02/2019	100-231-42108	KEY DUPLICATE- FD	65.35
69715	91765	08/16/2019	100-343-42108	KEY DUPLICATE	13.09
69728	91765	08/16/2019	100-343-42108	KEY DUPLICATE	29.46
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					227.95
Vendor: ARM09 - ARMOUR PETROLEUM SVC/EQUIP					
WO-14885	91532	07/19/2019	100-343-42514	REPAIR/MAINTENANCE	130.35
Vendor ARM09 - ARMOUR PETROLEUM SVC/EQUIP Total:					130.35
Vendor: ABA01 - ASSOCIATION OF BAY AREA GOVERNMENTS					
AR020615	91533	07/19/2019	100-117-42401	FY19/20 ABAG MEMBERSHIP DUE	5,099.11
Vendor ABA01 - ASSOCIATION OF BAY AREA GOVERNMENTS Total:					5,099.11
Vendor: ATT01 - AT&T					
000013254034	91535	07/19/2019	525-118-43101	7193BAN CABLE SERVICES IT	1,135.76
000013298846	91588	07/26/2019	525-118-43101	1099BAN CABLE SERVICES- IT	1,069.76
000013303398	91588	07/26/2019	525-118-43101	9347BAN CABLE SERVICES- IT	650.29
000013303404	91588	07/26/2019	525-118-43101	9349BAN CABLE SERVICES- IT	794.77
000013303405	91588	07/26/2019	525-118-43101	9346BAN CABLE SERVICES- IT	1,657.97
000013303406	91588	07/26/2019	525-118-43101	9348BAN CABLE SERVICES- IT	714.24
000013303407	91588	07/26/2019	525-118-43101	9351BAN CABLE SERVICES- IT	346.70
000013303409	91588	07/26/2019	525-118-43101	9345BAN CABLE SERVICES- IT	153.47
000013303932	91588	07/26/2019	525-118-43101	9017BAN CABLE SERVICES- IT	208.77
000013408846	91768	08/16/2019	525-118-43101	7139BAN CABLE SERVICES- IT	214.72
287274105793X06282019	91766	08/16/2019	215-341-43101	I-80 MOBILITY PROJECT 5/21- 6/20/19 5793	77.22
287274105793X07282019	91766	08/16/2019	215-341-43101	I-80 MOBILITY PROJECT 6/21- 7/20/19 5793	77.22
287277095767X06282019	91766	08/16/2019	215-341-43101	I-80 MOBILITY PROJECT 5/21- 6/20 5767	77.22
287277095767X07282019	91766	08/16/2019	215-341-43101	I-80 MOBILITY PROJECT 6/21- 7/20/19 5767	77.22
JULY 08 19-2820	91648	08/02/2019	525-118-43101	TINY TOTS SOLAR	54.25
JULY 19-5000	91767	08/16/2019	525-118-43101	DSL INTERNET FOR CITY HALL	104.25
JUNE 19- 5000	91534	07/19/2019	525-118-43101	DSL INTERNET FOR CITY HALL	104.25
Vendor ATT01 - AT&T Total:					7,518.08
Vendor: AVE03 - AVERY ASSOCIATES					
2764	91649	08/02/2019	100-116-42101	INITIAL SEARCH FEE FOR RECRUITMENT OF CITY MANAGER	7,400.00
Vendor AVE03 - AVERY ASSOCIATES Total:					7,400.00
Vendor: 1320 - BADAWI & ASSOCIATES					
1649	91650	08/02/2019	100-115-42101	2019 AUDIT	18,027.00
Vendor 1320 - BADAWI & ASSOCIATES Total:					18,027.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: BAX00 - BADGE FRAME, INC.					
887688	91589	07/26/2019	100-222-42514	ENGRAVED NAME PLATE FOR OFFICER OF THE YEAR- PD	32.18
Vendor BAX00 - BADGE FRAME, INC. Total:					32.18
Vendor: BAR42 - BARNEY & RUSSUM ANIMAL CLINIC					
80819	91769	08/16/2019	100-221-42514	EXAM-ROUTINE LABRADOR- PD	110.50
Vendor BAR42 - BARNEY & RUSSUM ANIMAL CLINIC Total:					110.50
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0004298	91651	08/02/2019	100-342-42514	SUPPLIES- PW	453.39
91059	91536	07/19/2019	100-343-42514	SUPPLIES- TP	1,047.44
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					1,500.83
Vendor: BAY34 - BAY AREA NEWS GROUP					
0001208580	91770	08/16/2019	100-112-42514	MONTHLY STMT CLASSIFIED ADVERTISING	145.80
0001208580	91770	08/16/2019	212-461-42514	MONTHLY STMT CLASSIFIED ADVERTISING	61.20
Vendor BAY34 - BAY AREA NEWS GROUP Total:					207.00
Vendor: ESP01 - BELINDA ESPINOSA					
AUG 2019	91590	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	86.41
Vendor ESP01 - BELINDA ESPINOSA Total:					86.41
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5772095	91652	08/02/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	1,192.36
5773469	91652	08/02/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	66.50
5777054	91652	08/02/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	804.26
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					2,063.12
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
14797	91771	08/16/2019	209-557-42108	POOL SERVICE	1,595.00
Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:					1,595.00
Vendor: BLU01 - BLUE SKY SPORTS					
AAJ007774	91653	08/02/2019	212-462-42201	PLATES FOR PC COMMISSIONER WASTE WATER	344.39
AAO004502	91591	07/26/2019	204-227-42514	BANDANNAS- PD	154.68
Vendor BLU01 - BLUE SKY SPORTS Total:					499.07
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
83263950	91537	07/19/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	59.90
83265001	91537	07/19/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	4.58
83293834	91772	08/16/2019	100-231-42104	SUPPLIES	89.33
83295661	91772	08/16/2019	100-231-42104	SUPPLIES	0.37
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					154.18
Vendor: 1654 - BRINK'S INCORPORATED					
10813694	91773	08/16/2019	100-115-42101	TRANSPORTATION PERIOD 8/01-8/31/19	171.84
Vendor 1654 - BRINK'S INCORPORATED Total:					171.84
Vendor: BRO33 - BROADCAST MUSIC INC					
35317286	91538	07/19/2019	209-551-42101	ANNUAL MEMBERSHIP FEE 2019-2020	358.00
Vendor BRO33 - BROADCAST MUSIC INC Total:					358.00
Vendor: CAL04 - CALCON SYSTEMS, INC.					
44691	91539	07/19/2019	500-642-42514	COLLECCTION SYSTEM OVERLOAD RELAY	210.90
44834	91654	08/02/2019	500-641-42107	SERVICE CALLS- TP	2,135.53
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					2,346.43

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
AUG 2019	91730	08/09/2019	100-231-41008	LONG TERM DISABILITY PLAN	245.00
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					245.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
10000001570525	91540	07/19/2019	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30, 2017 ID 25717	267.55
100000015710504	91540	07/19/2019	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30, 2017 ID 675	94,233.76
100000015710515	91540	07/19/2019	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30, 2017 ID 25715	153.20
100000015710533	91540	07/19/2019	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30, 2017 ID 27205	194.74
100000015754639	91731	08/09/2019	100-117-41004	Annual Unf Accrued Liab as of June 30, 2017 ID 674	86,881.75
100000015754652	91731	08/09/2019	100-117-41001	Annual Unf Accrued Liab as of June 30, 2017 ID 675	94,233.76
1000000157546662	91731	08/09/2019	100-117-41004	Annual Unf Accr Liab as of June 30, 2017 ID 25716	153.20
100000015754672	91731	08/09/2019	100-117-41004	Annual Unf Accr Liab as of June 30, 2017 ID 25717	267.55
100000015754679	91731	08/09/2019	100-117-41004	Annual Unf Acc Liab as of June 30, 2017 ID 27205	194.74
10000015710485	91540	07/19/2019	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30, 2017 ID 674	86,881.75
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					363,462.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
599733	91541	07/19/2019	500-641-44305	SUPPLIES- TP	643.15
600624	91655	08/02/2019	500-641-44305	SUPPLIES- TP	929.10
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,572.25
Vendor: CAP10 - CAP-HILLTOP					
31188	91542	07/19/2019	100-345-42514	JUNE 2019 AOUTDOORE CLENIING OF PARKS	1,725.00
Vendor CAP10 - CAP-HILLTOP Total:					1,725.00
Vendor: CCP03 - CCP INDUSTRIES					
IN02343732	91656	08/02/2019	500-641-44305	SUPPLIES- TP	104.47
IN02344352	91656	08/02/2019	500-641-44410	SUPPLIES- TP	219.37
IN02352120	91774	08/16/2019	500-641-44410	SAFETY CLOTHING- PW	233.07
IN02355061	91656	08/02/2019	100-343-42514	SUPPLIES- PW	97.11
Vendor CCP03 - CCP INDUSTRIES Total:					654.02
Vendor: 1635 - CHECKERS TOWING					
050719	91593	07/26/2019	209-554-42107	VIN#5845 TOW RECREATION VEHICLE	80.00
Vendor 1635 - CHECKERS TOWING Total:					80.00
Vendor: DEL42 - CHERRIE DELA CRUZ					
72919	91657	08/02/2019	209-20309	PYC MAIN HALL RENTAL 7/28/19 DEPOSIT REFUND	250.00
Vendor DEL42 - CHERRIE DELA CRUZ Total:					250.00
Vendor: 1589 - CHUCK WISE					
53	91732	08/09/2019	105-231-47104	Install USB Power Points- FD	146.98
Vendor 1589 - CHUCK WISE Total:					146.98
Vendor: CIT08 - CITY MECHANICAL, INC					
56789	91543	07/19/2019	100-222-42108	SERVICE PUBLIC SAFETY BUILDING	4,265.00
56922	91658	08/02/2019	100-231-42108	SERVICE FIRE STATION#74	521.04
57197	91775	08/16/2019	209-554-42108	SERVICE YOUTH CENTER	630.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					5,416.04
Vendor: CON16 - CITY OF CONCORD					
78897	91659	08/02/2019	209-552-43809	PRINTING SERVICES SENIOR NEWSLETTER	301.25

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79324	91776	08/16/2019	100-341-42201	PRINTING SERVICES	45.80
79324	91776	08/16/2019	212-461-42201	PRINTING SERVICES	30.53
79324	91776	08/16/2019	212-462-42201	PRINTING SERVICES	30.52
79324	91776	08/16/2019	212-465-42201	PRINTING SERVICES	30.53
79334	91776	08/16/2019	100-222-42201	PRINTING SERVICES- PD	62.19
Vendor CON16 - CITY OF CONCORD Total:					500.82
Vendor: CIT10 - CITY OF SAN PABLO					
80819	91777	08/16/2019	100-110-42303	DINNER @CCC MAYORS' CONFERENCE 9/15/19-SWEARINGER	55.00
Vendor CIT10 - CITY OF SAN PABLO Total:					55.00
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
46315	91778	08/16/2019	106-345-47203	1163781 Fernandez park Restroom Bldg Replacement	45.00
46476	91778	08/16/2019	106-345-47203	1164133 Pinole On-Call Engineering 2019-20	45.00
Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:					90.00
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
1924566	91779	08/16/2019	500-641-42107	LAB SUPPLIES- TP	942.25
1925826	91660	08/02/2019	500-641-44305	CHEMICALS- TP	1,069.03
Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:					2,011.28
Vendor: COM20 - COMCAST					
JULY 01 19-3450	91780	08/16/2019	215-341-43101	I-80 MOBILITY PROJECT	236.24
JULY 09 19-3131	91544	07/19/2019	100-231-43101	COMCAST BUSINESS CABLE FIRE DEPARTMENT	7.85
JULY 14 19-0845	91594	07/26/2019	100-117-43105	COMCAST BUSINESS CABLE-FINANCE	29.89
JULY 14 19-8658	91661	08/02/2019	100-231-43101	BUSINESS CABLE FIRE	54.44
JULY 16 19-0511	91661	08/02/2019	100-222-42514	BUSINESS CABLE POLICE	176.35
Vendor COM20 - COMCAST Total:					504.77
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
64976756	91781	08/16/2019	100-116-42101	DOT RECERT/PHYSICAL RECERTIFICATION WILSON	79.50
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					79.50
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
579304	91545	07/19/2019	100-345-42514	PARTS/EQUIPMENT	250.10
Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:					250.10
Vendor: CON35 - CONTRA COSTA COUNTY FIRE CHIEFS ASSOCIATION					
2019/2020	91662	08/02/2019	100-231-42401	MEMBERSHIP DUES- FD	150.00
Vendor CON35 - CONTRA COSTA COUNTY FIRE CHIEFS ASSOCIATION Total:					150.00
Vendor: CON98 - CONTRA COSTA COUNTY LAW & JUSTICE SYS.					
LJIS 19-Pin	91663	08/02/2019	100-222-42101	ACCJIN SHARED COSTS- FY 2018/19	2,058.06
Vendor CON98 - CONTRA COSTA COUNTY LAW & JUSTICE SYS. Total:					2,058.06
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
702575	91783	08/16/2019	100-343-42101	Traffic signal maint charges for the month of June	3,663.48
702575	91783	08/16/2019	310-347-42101	Traffic signal maint charges for the month of June	133.52
702575	91783	08/16/2019	310-348-42101	Traffic signal maint charges for the month of June	133.52
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					3,930.52
Vendor: CCC16 - CONTRA COSTA COUNTY SHERIFF'S OFFICE					
19-22792	91664	08/02/2019	100-221-42301	IN-SERVICES COURSE FIELD TRAINING OFFICER	349.00
Vendor CCC16 - CONTRA COSTA COUNTY SHERIFF'S OFFICE Total:					349.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CON54 - CONTRA COSTA COUNTY TAX COLLECTOR					
19-027683	91665	08/02/2019	317-345-43201	POSSESSORY INTEREST PARCEL 360-210-002-0	673.41
Vendor CON54 - CONTRA COSTA COUNTY TAX COLLECTOR Total:					673.41
Vendor: CON67 - CONTRA COSTA COUNTY					
80519	91782	08/16/2019	100-222-42101	CHILDREN'S INTERVIEW CENTER FY19/20 EXPENSES	3,553.88
Vendor CON67 - CONTRA COSTA COUNTY Total:					3,553.88
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0227308	91546	07/19/2019	209-552-42514	PRD KITCHN COMPLAINT INSPECTION	261.00
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					261.00
Vendor: 1639 - COOKING ROUND THE WORLD					
INV-1667	91595	07/26/2019	209-554-36402	PYC ENRICHMENT CLASSES WINTER/SPRING 2019	1,310.40
Vendor 1639 - COOKING ROUND THE WORLD Total:					1,310.40
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
81968799	91547	07/19/2019	525-118-42510	REELQUEST FOR JUNE 2019	698.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					698.41
Vendor: 1278 - CRISTINA AHLSTRAND					
62019	91596	07/26/2019	209-555-36405	PETTY CASH REIMBURSEMENT FOR PYC	345.00
Vendor 1278 - CRISTINA AHLSTRAND Total:					345.00
Vendor: 1647 - CRISTINA CURRINGTON					
73119	91666	08/02/2019	100-000-31510	REFUND- PRO-RATED BL FEE	74.75
Vendor 1647 - CRISTINA CURRINGTON Total:					74.75
Vendor: CSG01 - CSG CONSULTANTS INC.					
B190770	91667	08/02/2019	212-462-42101	BUILDING PLAN REVIEW SERVICES PERIOD 6/1-6/30/19	180.00
F190372	91548	07/19/2019	100-231-42101	Fire Plan Review Services Period 6/1-6/30/19	294.00
Vendor CSG01 - CSG CONSULTANTS INC. Total:					474.00
Vendor: 1632 - CYNTHIA FLORES					
71219	91549	07/19/2019	209-20308	REFUND PSC MAIN HALL RENTAL DEPOSIT 11/16/19	500.00
Vendor 1632 - CYNTHIA FLORES Total:					500.00
Vendor: COO13 - DANA COOK					
AUG 2019	91597	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	351.82
Vendor COO13 - DANA COOK Total:					351.82
Vendor: BRO19 - DENISE BROWN					
80919	91784	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	60.00
Vendor BRO19 - DENISE BROWN Total:					60.00
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
388457	91733	08/09/2019	100-116-42110	FINGERPRINT	32.00
388457	91733	08/09/2019	100-117-42101	FINGERPRINT	32.00
388457	91733	08/09/2019	100-221-42110	FINGERPRINT	371.00
388457	91733	08/09/2019	100-231-42101	FINGERPRINT	96.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					531.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL190984	91668	08/02/2019	100-342-42101	SIGNALS & LIGHTING BILLING APRIL TO JUNE 2019	5,610.52
SL190984	91668	08/02/2019	310-347-42101	SIGNALS & LIGHTING BILLING APRIL TO JUNE 2019	970.67
SL190984	91668	08/02/2019	310-348-42101	SIGNALS & LIGHTING BILLING APRIL TO JUNE 2019	211.59
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					6,792.78

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83174211	91550	07/19/2019	100-10601	GAS FOR CORP YARD	2,118.48
83182524	91669	08/02/2019	100-10601	GAS FOR CORP YARD	1,768.77
83188783	91550	07/19/2019	100-10601	GASOLINE FOR CORP YARD	1,644.60
83190881	91550	07/19/2019	100-10601	GASOLINE FOR CORP YARD	803.10
83190934	91734	08/09/2019	100-10602	DIESEL FOR FIRE	839.93
83207002	91669	08/02/2019	100-10601	GASOLINE FOR CORP YARD	1,839.18
83207970	91598	07/26/2019	500-10601	DIESEL FOR CORP YARD	595.22
83213418	91669	08/02/2019	100-10601	GASOLINE FOR CORP YARD	1,977.04
83216191	91669	08/02/2019	100-10601	GASOLINE FOR CORP YARD	611.38
83224460	91785	08/16/2019	100-10601	GASOLINE FOR THE CORP YARD	770.62
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					12,968.32
Vendor: DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL					
JULY 2019	91735	08/09/2019	209-552-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JULY	404.76
JULY 2019	91735	08/09/2019	209-554-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JULY	389.34
Vendor DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL Total:					794.10
Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT					
71619	91551	07/19/2019	226-000-34223	MARCH-JUNE 2019 STATE MANDATED FEES	87.80
Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:					87.80
Vendor: CPR08 - DOMINIC CIOTOLA					
2338	91670	08/02/2019	100-231-42301	ACLS RENEWAL 3/8/19	320.00
Vendor CPR08 - DOMINIC CIOTOLA Total:					320.00
Vendor: DIT03 - DONNA DITO					
30419	91599	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	5.00
Vendor DIT03 - DONNA DITO Total:					5.00
Vendor: 1070 - DUNBAR ARMORED INC					
4443133-01	91592	07/26/2019	100-115-42101	MONTHLY SERVICES EXCESS TIME	34.81
4443133-02	91592	07/26/2019	100-115-42101	MONTHLY CHARGES- FD	145.18
Vendor 1070 - DUNBAR ARMORED INC Total:					179.99
Vendor: 1634 - EAGLE EYE ENGRAVING					
2019-507	91600	07/26/2019	100-110-42514	CAST ALUMINUM PLAQUE	357.50
Vendor 1634 - EAGLE EYE ENGRAVING Total:					357.50
Vendor: EBM01 - EBMUD					
20575-72319	91671	08/02/2019	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	140.07
31773-72319	91671	08/02/2019	100-343-43102	2887 SIMAS AVE-IRRIGATION USE ONLY	197.07
32841-72519	91786	08/16/2019	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	5,175.42
39199-70519	91552	07/19/2019	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	687.62
56324-72219	91671	08/02/2019	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	2,979.21
Vendor EBM01 - EBMUD Total:					9,179.39
Vendor: ECO05 - ECOLAB					
4090691	91672	08/02/2019	209-552-43804	SANITARY SUPPLIES- SC	680.45
4099007	91672	08/02/2019	209-552-43804	SANITARY SUPPLIES- SC	162.35
6251002645	91736	08/09/2019	209-552-43804	Kitchen Cleaning Supplies- SC	401.99
Vendor ECO05 - ECOLAB Total:					1,244.79
Vendor: ELE01 - ELECTRONIC INNOVATIONS, INC.					
69578	91601	07/26/2019	100-343-42108	SERVICE CALL	387.90
69623	91601	07/26/2019	100-343-42108	SERVICE CALLS	199.00
Vendor ELE01 - ELECTRONIC INNOVATIONS, INC. Total:					586.90

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1141 - EMILIE WILLIAMS					
62519	91602	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	32.00
80919	91787	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	60.00
Vendor 1141 - EMILIE WILLIAMS Total:					92.00
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002072517	91788	08/16/2019	500-641-42107	PARTS/SUPPLIES	200.41
6002077100	91788	08/16/2019	500-641-42107	PARTS/SUPPLIES	150.34
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					350.75
Vendor: 1569 - ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM					
52919	91673	08/02/2019	500-641-44304	ELAP FEES FOR CERTIFICATE OF ENVIRONMENTAL ACCREDI	3,592.00
Vendor 1569 - ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM Total:					3,592.00
Vendor: 1633 - EVO EMERGENCY VEHICLE OUTFITTERS					
116849	91553	07/19/2019	105-231-47104	FORD EXPEDITION 2018- FD	18,769.09
Vendor 1633 - EVO EMERGENCY VEHICLE OUTFITTERS Total:					18,769.09
Vendor: FAR01 - FARMER BROS. COFFEE					
69289518	91674	08/02/2019	209-552-43804	KITCHEN SEASONING SC	79.10
Vendor FAR01 - FARMER BROS. COFFEE Total:					79.10
Vendor: FED01 - FEDEX					
6-590-20586	91554	07/19/2019	503-643-42201	FEDEX CHARGES	13.49
6-590-20586	91554	07/19/2019	503-643-42201	FEDEX CHARGES	13.43
6-590-20586	91554	07/19/2019	503-643-42203	FEDEX CHARGES	6.85
Vendor FED01 - FEDEX Total:					33.77
Vendor: 1648 - FIESTA JUMP					
080619	91728	08/05/2019	722-20434	JUMPER RENTALS FOR NATIONAL NIGHT OUT	500.00
Vendor 1648 - FIESTA JUMP Total:					500.00
Vendor: FIS01 - FISHER SCIENTIFIC					
6845856	91555	07/19/2019	500-641-44305	LAB SUPPLIES- TP	58.56
6961384	91555	07/19/2019	500-641-44305	LAB SUPPLIES- TP	119.45
8013584	91675	08/02/2019	500-641-44303	LAB SUPPLIES- TP	119.35
Vendor FIS01 - FISHER SCIENTIFIC Total:					297.36
Vendor: FLA09 - FLAGTIME, USA					
4214	91676	08/02/2019	100-343-42514	SUPPLIES- PW	400.00
Vendor FLA09 - FLAGTIME, USA Total:					400.00
Vendor: ATW00 - FLO ATWOOD					
71219	91556	07/19/2019	209-552-43804	REIMBURSEMENT BBQ LUNCHEON	85.42
Vendor ATW00 - FLO ATWOOD Total:					85.42
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-1906	91678	08/02/2019	100-222-42101	ALCOHOL/TOXICOLOGY/ANALYSI S- PD	2,875.00
PIPD-219	91677	08/02/2019	100-222-42101	BLOOD WITHDRAWAL DEPARTMENT APRIL- JUNE 2019	1,275.96
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					4,150.96
Vendor: 1451 - FRANCISCA IRENE MACGUIRE					
51319	91789	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	5.00
53119	91603	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	5.00
70219	91603	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	5.00
80919	91789	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	35.00
Vendor 1451 - FRANCISCA IRENE MACGUIRE Total:					50.00
Vendor: 1191 - GERALDINE A. PORTER					
112718	91604	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	6.00
80919	91790	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	18.00
Vendor 1191 - GERALDINE A. PORTER Total:					24.00

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Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1547 - Golden Oak Construction					
19-0808	91791	08/16/2019	105-231-42101	STATION KITCHEN REMODEL-FD	17,476.29
Vendor 1547 - Golden Oak Construction Total:					17,476.29
Vendor: 1653 - GOT POWER, INC.					
01-20512	91792	08/16/2019	100-231-42108	ON SITE SERVICE INSPECTIONS-STATION 74	1,450.00
Vendor 1653 - GOT POWER, INC. Total:					1,450.00
Vendor: GRA13 - GRAFIX SHOPPE					
128842	91737	08/09/2019	100-221-42107	Tall patch emblem decal- PD	47.86
Vendor GRA13 - GRAFIX SHOPPE Total:					47.86
Vendor: 1112 - GRAY-BOWEN-SCOTT					
8967	91557	07/19/2019	215-343-47205	Pedestrian Improvements@ BNSF Railroad	770.02
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					770.02
Vendor: KEN14 - GREG KENNEDY RN					
73	91558	07/19/2019	100-231-42101	EMS CQI DUTIES	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					2,000.00
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9834156403	91679	08/02/2019	525-118-43101	PHONE/MONITORS-PD/FD JUNE16- JULY 15 19	4,455.21
Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:					4,455.21
Vendor: HAC01 - HACH COMPANY					
11506550	91559	07/19/2019	500-641-44303	SUPPLIS- TP	437.85
11527833	91680	08/02/2019	500-641-44305	SUPPLIES- TP	36.26
11530263	91680	08/02/2019	500-641-44305	SUPPLIES- TP	3,786.61
Vendor HAC01 - HACH COMPANY Total:					4,260.72
Vendor: HAR01 - HARRINGTON IND.PLASTICS					
006L1500	91560	07/19/2019	500-641-42107	PARTS- TP	172.73
006L1987	91793	08/16/2019	500-641-42107	PARTS- TP	64.55
Vendor HAR01 - HARRINGTON IND.PLASTICS Total:					237.28
Vendor: HDL01 - HdL Coren & Cone					
0026709-IN	91738	08/09/2019	750-463-42101	Contract Services Propety Tax July-Sep 2019	2,125.00
Vendor HDL01 - HdL Coren & Cone Total:					2,125.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
AUG 2019	91739	08/09/2019	100-110-41002	DENTAL PREMIUMS FOR AUG 2019	581.32
AUG 2019	91739	08/09/2019	100-111-41002	DENTAL PREMIUMS FOR AUG 2019	133.72
AUG 2019	91739	08/09/2019	100-112-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	100-113-41002	DENTAL PREMIUMS FOR AUG 2019	62.18
AUG 2019	91739	08/09/2019	100-115-41002	DENTAL PREMIUMS FOR AUG 2019	470.82
AUG 2019	91739	08/09/2019	100-116-41002	DENTAL PREMIUMS FOR AUG 2019	219.12
AUG 2019	91739	08/09/2019	100-117-41002	DENTAL PREMIUMS FOR AUG 2019	219.12
AUG 2019	91739	08/09/2019	100-221-41002	DENTAL PREMIUMS FOR AUG 2019	2,491.22
AUG 2019	91739	08/09/2019	100-221-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	100-222-41002	DENTAL PREMIUMS FOR AUG 2019	352.84
AUG 2019	91739	08/09/2019	100-223-41002	DENTAL PREMIUMS FOR AUG 2019	1,624.10

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
AUG 2019	91739	08/09/2019	100-231-41002	DENTAL PREMIUMS FOR AUG 2019	1,388.98
AUG 2019	91739	08/09/2019	100-341-41002	DENTAL PREMIUMS FOR AUG 2019	447.60
AUG 2019	91739	08/09/2019	100-343-41002	DENTAL PREMIUMS FOR AUG 2019	1,075.36
AUG 2019	91739	08/09/2019	105-221-41002	DENTAL PREMIUMS FOR AUG 2019	447.60
AUG 2019	91739	08/09/2019	105-231-41002	DENTAL PREMIUMS FOR AUG 2019	133.72
AUG 2019	91739	08/09/2019	106-231-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	204-227-41002	DENTAL PREMIUMS FOR AUG 2019	313.88
AUG 2019	91739	08/09/2019	209-551-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	209-552-41002	DENTAL PREMIUMS FOR AUG 2019	124.36
AUG 2019	91739	08/09/2019	209-554-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	500-641-41002	DENTAL PREMIUMS FOR AUG 2019	1,215.46
AUG 2019	91739	08/09/2019	500-642-41002	DENTAL PREMIUMS FOR AUG 2019	281.30
AUG 2019	91739	08/09/2019	505-119-41002	DENTAL PREMIUMS FOR AUG 2019	156.94
AUG 2019	91739	08/09/2019	998-20105	DENTAL PREMIUMS FOR AUG 2019	565.58
AUG 2019	91739	08/09/2019	998-20105	DENTAL PREMIUMS FOR AUG 2019	62.18
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					13,152.10
Vendor: DEL32 - HECTOR DE LA ROSA					
72519	91681	08/02/2019	100-116-42302	LEAGUE OF THE CITIES CONFERENCE	131.96
Vendor DEL32 - HECTOR DE LA ROSA Total:					131.96
Vendor: 1098 - HILLYARD, INC					
603497714	91561	07/19/2019	209-552-42108	SANITARY SUPPLIES SC	110.28
603497715	91561	07/19/2019	209-552-42108	SANITARY SUPPLIES SC	87.41
603521219	91682	08/02/2019	209-552-42108	SANITARY SUPPLIES- SC	74.10
Vendor 1098 - HILLYARD, INC Total:					271.79
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
0031685-IN	91683	08/02/2019	100-117-42101	ECONOMIC DEVELOPMENT SERVICES	10,000.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					10,000.00
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
JULY 21 19	91684	08/02/2019	100-222-42108	JULY STMT FULL PAYMENT	50.28
JULY 21 19	91684	08/02/2019	100-342-42514	JULY STMT FULL PAYMENT	17.44
JULY 21 19	91684	08/02/2019	100-343-42514	JULY STMT FULL PAYMENT	31.43
JULY 21 19	91684	08/02/2019	100-345-42514	JULY STMT FULL PAYMENT	177.65
JULY 21 19	91684	08/02/2019	209-552-42108	JULY STMT FULL PAYMENT	65.50
JULY 21 19	91684	08/02/2019	209-557-42108	JULY STMT FULL PAYMENT	43.47
JULY 21 19	91684	08/02/2019	500-641-42107	JULY STMT FULL PAYMENT	233.63
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					619.40
Vendor: HOR05 - HORIZON					
1R244932	91562	07/19/2019	100-343-42514	MAINTENANCE SUPPLIES	235.68
1R2449332	91685	08/02/2019	310-347-42108	MAINTENANCE SUPPLIES	235.68
1R245533	91685	08/02/2019	209-557-42108	PARKS MAINTENANCE	353.82
Vendor HOR05 - HORIZON Total:					825.18

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: IED02 - IEDA					
22675	91794	08/16/2019	100-116-42101	LABOR RELATIONS CONSLULING 8/01-8/31/19	2,197.00
Vendor IED02 - IEDA Total:					2,197.00
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181512	91686	08/02/2019	100-117-42101	2018-040-01 FARIA HOUSE	4,240.00
Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:					4,240.00
Vendor: SMI23 - IRINA SMIRNOVA					
61219	91605	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	10.00
80919	91795	08/16/2019	209-20015	GIFT SHOP SENIOR CENTER	22.00
Vendor SMI23 - IRINA SMIRNOVA Total:					32.00
Vendor: MOO14 - ISSAC MOORE					
80119	91740	08/09/2019	209-552-43802	EXERCISE 1 CLASS- SC	45.00
Vendor MOO14 - ISSAC MOORE Total:					45.00
Vendor: 1285 - JACKSON LEWIS P.C.					
7365641	91687	08/02/2019	100-116-46126	FOR PROFESSIONAL SERVICES ENDING JUNE 30 19	665.00
Vendor 1285 - JACKSON LEWIS P.C. Total:					665.00
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
80119	91741	08/09/2019	209-552-43802	BALANCE/YOGA CLASSES- SC	667.10
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					667.10
Vendor: MEL05 - JAMES MELVIN					
AUG 2019	91606	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	135.50
Vendor MEL05 - JAMES MELVIN Total:					135.50
Vendor: ROS13 - JAMES W. ROSE					
AUG 2019	91607	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	566.90
Vendor ROS13 - JAMES W. ROSE Total:					566.90
Vendor: 1611 - JANICE M. BYER					
80119	91742	08/09/2019	209-552-43802	EXERCISE 5 CLASSES- SC	225.00
Vendor 1611 - JANICE M. BYER Total:					225.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
92032	91563	07/19/2019	209-553-42108	JULY JANITORIAL SERVICES TINY TOTS	370.00
92529	91688	08/02/2019	209-552-42108	AUGUST JANITORIAL SERVICES CITY OF PINOLE	449.00
92530	91688	08/02/2019	209-552-42108	AUGUST JANITORIAL SERVICES SENIOR CENTER	415.00
92531	91688	08/02/2019	209-553-42108	AUGUST JANITORIAL SERVICES TINY TOTS	370.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,604.00
Vendor: 1488 - JENNIFER WITSCHI					
71919	91564	07/19/2019	100-221-42514	REIMBURSEMENT FOR PURCHASE OF SUPPLIES FOR DOG MIL	317.50
Vendor 1488 - JENNIFER WITSCHI Total:					317.50
Vendor: 1626 - JOE BINGAMAN					
80219	91689	08/02/2019	100-345-42511	LAWN MOWER RENTAL REPAIR FOR PW	311.76
Vendor 1626 - JOE BINGAMAN Total:					311.76
Vendor: 1630 - JOHN AND CLAIRE INVESTIGATIONS					
1058	91565	07/19/2019	100-231-42101	INVESTIGATION SERVICES	600.00
Vendor 1630 - JOHN AND CLAIRE INVESTIGATIONS Total:					600.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1410 - JON ROBERTS					
72219	91608	07/26/2019	100-221-42303	PER DIEM FOR SERGEANT ROBERTS TO ATTEND COURSE	135.00
Vendor 1410 - JON ROBERTS Total:					135.00
Vendor: 1641 - JOSUE ARDON					
71519	91609	07/26/2019	100-221-42514	PHOTOGRAPHER FOR UPCOMING NATIONAL NIGHT OUT 8/6	250.00
Vendor 1641 - JOSUE ARDON Total:					250.00
Vendor: 1636 - JUAN CARRERA					
71719	91610	07/26/2019	209-20308	PSC MAIN HALL RENTAL 7/13/19 DEPOSIT REFUND	500.00
Vendor 1636 - JUAN CARRERA Total:					500.00
Vendor: MIS01 - JULIAN MISRA					
AUG 2019	91611	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	135.50
Vendor MIS01 - JULIAN MISRA Total:					135.50
Vendor: ROG06 - JUSTIN ROGERS					
71719	91612	07/26/2019	100-221-42302	REIMBURSEMENT TO SERGEANT ROGERS FOR PARKING	41.36
81219	91796	08/16/2019	100-221-42302	PER DIEM AND HOTEL EXP TO ATTEND LEADERSHIP CLASS	396.68
81219	91796	08/16/2019	100-221-42303	PER DIEM AND HOTEL EXP TO ATTEND LEADERSHIP CLASS	135.00
INV0004194	91761	08/12/2019	100-221-42302	POST SUPERVISORY LEADERSHIP TRAINING-PD	396.68
INV0004194	91761	08/12/2019	100-221-42303	POST SUPERVISORY LEADERSHIP TRAINING-PD	135.00
Vendor ROG06 - JUSTIN ROGERS Total:					1,104.72
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-0000028241	91566	07/19/2019	500-641-44302	SLUDGE TO LANDFILL- TP	3,715.93
4212-000028287	91690	08/02/2019	500-641-44302	SLUDGE TO LANDFILL- TP	4,192.72
Vendor KEL09 - KELLER CANYON LANDFILL Total:					7,908.65
Vendor: 1567 - KEN GRADY CO INC.					
3727	91691	08/02/2019	500-641-42107	SUPPLIES/PARTS- TP	15.16
Vendor 1567 - KEN GRADY CO INC. Total:					15.16
Vendor: TAM04 - KEN TAMPLEN					
107280	91743	08/09/2019	100-231-42512	CITY OF PINOLE 2018 WEED ABATEMENT	12,395.75
Vendor TAM04 - KEN TAMPLEN Total:					12,395.75
Vendor: COP02 - KENETH COPPO					
AUG 2019	91613	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	1,230.95
Vendor COP02 - KENETH COPPO Total:					1,230.95
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
19-132	91567	07/19/2019	207-344-42101	ON CALL SEVICES 6/1-6/30/19	2,213.38
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					2,213.38
Vendor: ODO03 - KIMBERLY ODOM					
71919	91568	07/19/2019	500-641-42401	REIMBURSEMENT FOR TEST OF LABORATORY ANALYST	185.00
Vendor ODO03 - KIMBERLY ODOM Total:					185.00
Vendor: KNO03 - KNORR SYSTEMS, INC.					
SI213153	91569	07/19/2019	209-557-42108	CHEMICALS- SWIM CENTER	984.68
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					984.68

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1631 - KOPP PRODUCTIONS					
71519	91570	07/19/2019	100-000-31510	PARTIAL BUSINESS LICENSE REFUND	72.50
Vendor 1631 - KOPP PRODUCTIONS Total:					72.50
Vendor: 1424 - KRISTINA SANTOYO					
72119	91614	07/26/2019	209-552-43804	PETTY CASH REPORT 7/8-7/21/19	26.68
80419	91744	08/09/2019	209-552-43804	PETTY CASH REPORT 7/22-8/04/19	269.00
81119	91797	08/16/2019	209-552-43804	PETTY CASH REPORT 8/5-8/11/19	44.69
Vendor 1424 - KRISTINA SANTOYO Total:					340.37
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
08797	91692	08/02/2019	500-641-44303	ZETAG TOTE- TP	11,464.70
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					11,464.70
Vendor: LAN15 - LANGUAGE LINE SERVICES					
4585608-1	91615	07/26/2019	100-223-42101	OVER THE PHONE INTERPRETATION-PD	91.18
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					91.18
Vendor: LAR04 - LARRY WALKER ASSOCIATES					
00243.10-24	91572	07/19/2019	500-641-42101	For Services Rendred Through 5/31/2019	391.50
00243.10-25	91798	08/16/2019	500-641-42101	FOR SERVICES RENDERED THROUGH 6/30/19	393.50
Vendor LAR04 - LARRY WALKER ASSOCIATES Total:					785.00
Vendor: 1594 - LESLIE'S SWIMMING POOL SUPPLIES					
00208-02-019534	91693	08/02/2019	209-557-42108	SUPPLIES- SWIM CENTER	156.10
Vendor 1594 - LESLIE'S SWIMMING POOL SUPPLIES Total:					156.10
Vendor: LIE01 - LIEBERT CASSIDY WHITMORE					
1482009	91694	08/02/2019	100-117-42101	PROFESSIONAL SERVICES RENDERED THROUGH 6/30/19	891.00
Vendor LIE01 - LIEBERT CASSIDY WHITMORE Total:					891.00
Vendor: 1450 - LIKIBER INC. -Rubenstein Supply Company					
52018990.001	91799	08/16/2019	100-231-42108	SUPPLIES/PARTS- STATION 74	329.97
Vendor 1450 - LIKIBER INC. -Rubenstein Supply Company Total:					329.97
Vendor: LIN18 - LINCOLN AQUATICS					
D8651267	91695	08/02/2019	209-557-42514	SUPPLIES- SWIM CENTER	93.97
Vendor LIN18 - LINCOLN AQUATICS Total:					93.97
Vendor: BRU10 - LINDA BRUNS					
AUG 2019	91616	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	33.61
Vendor BRU10 - LINDA BRUNS Total:					33.61
Vendor: CUR03 - LN CURTIS & SONS					
INV200705	91696	08/02/2019	100-231-44410	PARTS/TOOLS- FD	674.07
INV284410	91696	08/02/2019	100-231-47101	PARTS/TOOLS- FD	310.41
INV301010	91696	08/02/2019	100-231-44410	SAFETY CLOTHING- FD	1,999.28
INV302821	91696	08/02/2019	100-231-42107	PARTS/TOOLS- FD	5,913.33
Vendor CUR03 - LN CURTIS & SONS Total:					8,897.09
Vendor: MAL02 - MALTBY ELEC.SUPPLY CO,INC					
51870402.001	91697	08/02/2019	500-641-42107	SUPPLIES- TP	440.20
51870402.002	91697	08/02/2019	500-641-42107	SUPPLIES- TP	7.25
Vendor MAL02 - MALTBY ELEC.SUPPLY CO,INC Total:					447.45
Vendor: 1566 - MANAGEMENT PARTNERS, INC.					
INV07550	91617	07/26/2019	106-110-42101	COUNCIL TEAMBUILDING AND STRATEGIC PLANNING PROCES	9,800.00
Vendor 1566 - MANAGEMENT PARTNERS, INC. Total:					9,800.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MAN01 - MANNA FOODS, INC.					
904448	91698	08/02/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	216.12
Vendor MAN01 - MANNA FOODS, INC. Total:					216.12
Vendor: GUT05 - MANNY GUTIERREZ					
80119	91745	08/09/2019	209-552-43806	BALLROOM AUG 19- SC	530.00
Vendor GUT05 - MANNY GUTIERREZ Total:					530.00
Vendor: IRV03 - MARGARET M IRVIN					
80119	91746	08/09/2019	209-552-43802	WRITING CLASS- SC	23.80
Vendor IRV03 - MARGARET M IRVIN Total:					23.80
Vendor: 1545 - Maritza Sanchez					
71919	91573	07/19/2019	100-221-42514	REIMBURSEMENT FOR PURCHASE OF SUPPLIES PD	61.17
Vendor 1545 - Maritza Sanchez Total:					61.17
Vendor: DRA01 - MARY DRAZBA					
AUG 2019	91618	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	103.16
Vendor DRA01 - MARY DRAZBA Total:					103.16
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
99144324	91699	08/02/2019	500-641-42107	SUPPLIES/PARTS- TP	227.11
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					227.11
Vendor: 1311 - M-GROUP					
1001247	91800	08/16/2019	212-461-42101	FOR PROFESSIONAL SERVICES THROUGH 7/31/19	6,497.50
Vendor 1311 - M-GROUP Total:					6,497.50
Vendor: ROG02 - MILES ROGERS					
AUG 2019	91619	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	437.73
Vendor ROG02 - MILES ROGERS Total:					437.73
Vendor: MOO12 - MOORE K-9 SERVICES, INC.					
7-2019	91801	08/16/2019	100-221-42514	Police Service Dog Maintenance Training- PD	800.00
Vendor MOO12 - MOORE K-9 SERVICES, INC. Total:					800.00
Vendor: 1638 - MORTON II YOUTH SPORTS					
1139	91620	07/26/2019	209-554-36402	MOMMY/DADDY/MINI HAWK/TOT SPORTS FALL 2018	342.37
72219	91622	07/26/2019	209-554-36402	SKYHAWK TOT SPORT SPRING 2019	441.00
72219-01	91621	07/26/2019	209-554-36402	SKYHAWK BASKETBALL SPRING 2019	490.00
Vendor 1638 - MORTON II YOUTH SPORTS Total:					1,273.37
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1365200	91802	08/16/2019	100-231-44410	SAFETY CLOTHING- FD	2,272.07
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					2,272.07
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
ES-1912	91747	08/09/2019	100-110-46201	Vehicle Damage Policy Premium 2018-19	1.84
ES-1912	91747	08/09/2019	100-111-46201	Vehicle Damage Policy Premium 2018-19	7.28
ES-1912	91747	08/09/2019	100-112-46201	Vehicle Damage Policy Premium 2018-19	4.64
ES-1912	91747	08/09/2019	100-113-46201	Vehicle Damage Policy Premium 2018-19	0.09
ES-1912	91747	08/09/2019	100-115-46201	Vehicle Damage Policy Premium 2018-19	11.54
ES-1912	91747	08/09/2019	100-116-46201	Vehicle Damage Policy Premium 2018-19	9.11

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
ES-1912	91747	08/09/2019	100-117-46201	Vehicle Damage Policy Premium 2018-19	2.38
ES-1912	91747	08/09/2019	100-221-46201	Vehicle Damage Policy Premium 2018-19	68.21
ES-1912	91747	08/09/2019	100-222-46201	Vehicle Damage Policy Premium 2018-19	8.71
ES-1912	91747	08/09/2019	100-223-46201	Vehicle Damage Policy Premium 2018-19	29.13
ES-1912	91747	08/09/2019	100-231-46201	Vehicle Damage Policy Premium 2018-19	38.05
ES-1912	91747	08/09/2019	100-341-46201	Vehicle Damage Policy Premium 2018-19	13.08
ES-1912	91747	08/09/2019	100-343-46201	Vehicle Damage Policy Premium 2018-19	15.41
ES-1912	91747	08/09/2019	100-465-46201	Vehicle Damage Policy Premium 2018-19	2.21
ES-1912	91747	08/09/2019	105-221-46201	Vehicle Damage Policy Premium 2018-19	29.33
ES-1912	91747	08/09/2019	105-231-46201	Vehicle Damage Policy Premium 2018-19	13.59
ES-1912	91747	08/09/2019	106-221-46201	Vehicle Damage Policy Premium 2018-19	1.47
ES-1912	91747	08/09/2019	106-231-46201	Vehicle Damage Policy Premium 2018-19	5.91
ES-1912	91747	08/09/2019	204-227-46201	Vehicle Damage Policy Premium 2018-19	6.63
ES-1912	91747	08/09/2019	205-227-46201	Vehicle Damage Policy Premium 2018-19	0.17
ES-1912	91747	08/09/2019	209-551-46201	Vehicle Damage Policy Premium 2018-19	2.19
ES-1912	91747	08/09/2019	209-552-46201	Vehicle Damage Policy Premium 2018-19	4.61
ES-1912	91747	08/09/2019	209-553-46201	Vehicle Damage Policy Premium 2018-19	2.27
ES-1912	91747	08/09/2019	209-554-46201	Vehicle Damage Policy Premium 2018-19	4.38
ES-1912	91747	08/09/2019	212-461-46201	Vehicle Damage Policy Premium 2018-19	4.42
ES-1912	91747	08/09/2019	212-462-46201	Vehicle Damage Policy Premium 2018-19	5.24
ES-1912	91747	08/09/2019	317-345-46201	Vehicle Damage Policy Premium 2018-19	0.36
ES-1912	91747	08/09/2019	500-641-46201	Vehicle Damage Policy Premium 2018-19	26.35
ES-1912	91747	08/09/2019	500-642-46201	Vehicle Damage Policy Premium 2018-19	7.03
ES-1912	91747	08/09/2019	505-119-46201	Vehicle Damage Policy Premium 2018-19	5.99
M2012	91623	07/26/2019	100-110-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	4,363.11
M2012	91623	07/26/2019	100-111-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	21,672.57
M2012	91623	07/26/2019	100-112-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	13,098.19
M2012	91623	07/26/2019	100-113-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	252.93
M2012	91623	07/26/2019	100-115-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	33,258.04
M2012	91623	07/26/2019	100-116-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	26,947.59
M2012	91623	07/26/2019	100-117-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	7,173.38
M2012	91623	07/26/2019	100-221-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	192,193.62

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
M2012	91623	07/26/2019	100-222-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	23,905.81
M2012	91623	07/26/2019	100-223-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	78,192.87
M2012	91623	07/26/2019	100-231-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	112,509.95
M2012	91623	07/26/2019	100-341-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	38,232.75
M2012	91623	07/26/2019	100-343-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	44,548.68
M2012	91623	07/26/2019	100-465-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	6,489.19
M2012	91623	07/26/2019	105-221-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	55,851.46
M2012	91623	07/26/2019	105-231-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	22,016.39
M2012	91623	07/26/2019	106-231-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	17,730.25
M2012	91623	07/26/2019	204-227-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	17,659.43
M2012	91623	07/26/2019	205-227-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	526.10
M2012	91623	07/26/2019	209-551-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	6,584.04
M2012	91623	07/26/2019	209-552-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	13,157.38
M2012	91623	07/26/2019	209-553-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	6,979.46
M2012	91623	07/26/2019	209-554-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	13,033.47
M2012	91623	07/26/2019	212-461-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	12,035.61
M2012	91623	07/26/2019	212-462-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	17,476.56
M2012	91623	07/26/2019	317-345-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	1,008.36
M2012	91623	07/26/2019	500-641-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	70,853.74
M2012	91623	07/26/2019	500-642-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	20,111.46
M2012	91623	07/26/2019	505-119-41009	INSURANCE PREMIUMS FY 2019-20 1ST INSTALLMENT	17,358.61
T4Q1912	91803	08/16/2019	100-116-42101	4TH QUARTER, FY 2018-19 (APRIL- JUN 2019)	172.50
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					895,725.12
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1319691	91804	08/16/2019	100-221-41008	DISABILITY INSURANCE PREMIUM	623.70
1319691	91804	08/16/2019	100-223-41008	DISABILITY INSURANCE PREMIUM	258.00
1319691	91804	08/16/2019	105-221-41008	DISABILITY INSURANCE PREMIUM	59.40
1319691	91804	08/16/2019	204-227-41008	DISABILITY INSURANCE PREMIUM	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					1,000.50
Vendor: 1036 - NANCY VOISEY					
AUG 2019	91624	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	351.82
Vendor 1036 - NANCY VOISEY Total:					351.82
Vendor: MEJ04 - NORMA D. MEJIA					
80119	91748	08/09/2019	209-552-43802	ZUMBA CLASSES- SC	903.35
Vendor MEJ04 - NORMA D. MEJIA Total:					903.35

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1333 - NORMA MARTINEZ-RUBIN					
63019	91625	07/26/2019	100-110-42302	REIMBURSEMENT FOR TRAVEL ABAG MAJOR'S CONFERENCE	730.12
Vendor 1333 - NORMA MARTINEZ-RUBIN Total:					730.12
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK65465N819	91700	08/02/2019	100-343-42108	MAINTENANCE CITY HALL	109.55
SK65542N819	91700	08/02/2019	100-343-42108	MAINTENANCE CITY OF PINOLE	109.50
SK05793N819	91700	08/02/2019	209-554-42108	MAINTENANCE YOUTH CENTER	185.66
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					404.71
Vendor: 1555 - OWEN EQUIPMENT					
00046449	91805	08/16/2019	207-344-42107	PARTS- PW	644.31
Vendor 1555 - OWEN EQUIPMENT Total:					644.31
Vendor: PAC41 - PACIFIC ECORISK					
15677	91701	08/02/2019	500-641-44305	NPDES TOXICITY TESTING- TP	3,410.00
Vendor PAC41 - PACIFIC ECORISK Total:					3,410.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
52998	91702	08/02/2019	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE	122.50
52998	91702	08/02/2019	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE	327.50
52998	91702	08/02/2019	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE	174.40
52998	91702	08/02/2019	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE	5,619.33
52998	91702	08/02/2019	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE	326.00
52998	91702	08/02/2019	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE	532.60
52998	91702	08/02/2019	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE	198.00
52998	91702	08/02/2019	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
52998	91702	08/02/2019	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
52998	91702	08/02/2019	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE	60.00
52998	91702	08/02/2019	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE	65.00
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					7,837.33
Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY					
29602654	91703	08/02/2019	500-641-42107	PARTS- TP	1,278.23
296026545	91575	07/19/2019	500-641-42107	PARTS- TP	2,200.00
Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:					3,478.23
Vendor: ARA09 - PATRICIA ARAGON					
61419	91626	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	16.76
Vendor ARA09 - PATRICIA ARAGON Total:					16.76
Vendor: ATH02 - PATRICIA ATHENOUR					
AUG 2019	91627	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	202.00
Vendor ATH02 - PATRICIA ATHENOUR Total:					202.00
Vendor: CLA17 - PAUL CLANCY					
AUG 2019	91628	07/26/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR AUG 2019	352.33
Vendor CLA17 - PAUL CLANCY Total:					352.33
Vendor: 1646 - PAUL SODDARD					
72319	91704	08/02/2019	100-341-42302	REIMBURSEMENT FOR MILAGE AND MEALS	90.07

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72519	91704	08/02/2019	100-341-42302	REIMBURSEMENT FOR MILEAGE	2.90
				Vendor 1646 - PAUL SODDARD Total:	92.97
Vendor: PGE01 - PG&E					
AUG 01 19-0466	91749	08/09/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	161.56
AUG 01 19-0466	91749	08/09/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	242.35
AUG 01 19-0887	91749	08/09/2019	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	59.81
AUG 01 19-1093	91749	08/09/2019	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	519.73
AUG 01 19-2182	91749	08/09/2019	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	57.82
AUG 07 19-3834	91806	08/16/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	31.13
JULY 19 19-2793	91705	08/02/2019	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	74.87
JULY 19 19-2615	91705	08/02/2019	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	10.51
JULY 19 19-5127	91705	08/02/2019	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	115.48
JULY 19 19-5387	91705	08/02/2019	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	32.91
JULY 19-0081	91629	07/26/2019	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	62.79
JULY 19-0209	91629	07/26/2019	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	71.07
JULY 19-0217	91629	07/26/2019	100-345-43103	TENNENT & PARK ST CLUB HOUSE	56.96
JULY 19-0498	91629	07/26/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	531.37
JULY 19-0813	91629	07/26/2019	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	42.07
JULY 19-0883	91629	07/26/2019	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	544.82
JULY 19-0883	91629	07/26/2019	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	108.96
JULY 19-0883	91629	07/26/2019	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	435.85
JULY 19-0923	91629	07/26/2019	100-110-43103	2131 PEAR ST	105.75
JULY 19-0923	91629	07/26/2019	100-111-43103	2131 PEAR ST	139.14
JULY 19-0923	91629	07/26/2019	100-112-43103	2131 PEAR ST	153.06
JULY 19-0923	91629	07/26/2019	100-115-43103	2131 PEAR ST	381.25
JULY 19-0923	91629	07/26/2019	100-116-43103	2131 PEAR ST	111.31
JULY 19-0923	91629	07/26/2019	100-117-43103	2131 PEAR ST	1,238.36
JULY 19-0923	91629	07/26/2019	100-343-43103	2131 PEAR ST	2,306.97
JULY 19-0923	91629	07/26/2019	200-342-43103	2131 PEAR ST	403.51
JULY 19-0923	91629	07/26/2019	212-461-43103	2131 PEAR ST	166.97
JULY 19-0923	91629	07/26/2019	212-462-43103	2131 PEAR ST	420.21
JULY 19-0923	91629	07/26/2019	285-464-43103	2131 PEAR ST	139.14
JULY 19-1093	91574	07/19/2019	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	489.64
JULY 19-1156	91629	07/26/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	52.56
JULY 19-1156	91629	07/26/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	78.85
JULY 19-1462	91629	07/26/2019	209-552-43103	2500 CHARLES ST SENIOR CENTER	198.54
JULY 19-1801	91574	07/19/2019	209-553-43103	2454 SIMAS AVE REC CTR & POOL	19.49
JULY 19-2506	91629	07/26/2019	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	40.45

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JULY 19-2969	91629	07/26/2019	201-343-43103	600 Tennent Ave-Blackies Storage	23.02
JULY 19-3029	91629	07/26/2019	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	81.79
JULY 19-3311	91629	07/26/2019	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	90.77
JULY 19-3537	91629	07/26/2019	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	59.19
JULY 19-3834	91574	07/19/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	32.62
JULY 19-3850	91629	07/26/2019	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	96.34
JULY 19-3914	91629	07/26/2019	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	137.48
JULY 19-4065	91629	07/26/2019	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	178.26
JULY 19-4193	91629	07/26/2019	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	48.67
JULY 19-4368	91629	07/26/2019	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	98.17
JULY 19-4612	91629	07/26/2019	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	47.80
JULY 19-4951	91629	07/26/2019	201-343-43103	2279 1/2 PARK ST	10.64
JULY 19-5137	91629	07/26/2019	209-557-43103	2450 SIMAS AVE SWIM CTR	659.59
JULY 19-5274	91629	07/26/2019	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	39.37
JULY 19-5374	91629	07/26/2019	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	78.42
JULY 19-6043	91629	07/26/2019	100-231-43103	3790 PINOLE VALLEY RD	23.81
JULY 19-6969	91629	07/26/2019	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	66.62
JULY 19-7114	91629	07/26/2019	200-342-43103	2429 SAN PABLO AVE	49.62
JULY 19-7186	91629	07/26/2019	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.12
JULY 19-7964	91629	07/26/2019	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.68
JULY 19-8086	91629	07/26/2019	200-342-43103	N/S BORDER CITY OF PINOLE	96.39
JULY 19-8517	91629	07/26/2019	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	10.52
JULY 19-8716	91629	07/26/2019	500-641-43103	SEWAGE PLNT-FT OF TENNENT	1,788.58
JULY 19-9824	91629	07/26/2019	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	93.01
JULY 19-9985	91629	07/26/2019	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	137.30
JULY 22 19-1121	91705	08/02/2019	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	65.36
JULY 22 19-1233	91705	08/02/2019	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	88.44
JULY 22 19-2620	91705	08/02/2019	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	77.76
JULY 22 19-8687	91705	08/02/2019	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	82.03
JULY 23 19-2222	91705	08/02/2019	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
JULY 23 19-2222	91705	08/02/2019	200-342-43103	STREET AND HIGHWAY LIGHTING	14,535.11
JULY 23 19-2222	91705	08/02/2019	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
JULY 23 19-2222	91705	08/02/2019	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
JULY 26 19-8511	91749	08/09/2019	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	12.35
JULY 29 19-4256	91749	08/09/2019	500-641-43103	11 TENNANT AVE	62,110.12

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JULY 29 19-4430	91749	08/09/2019	100-345-43103	S/O MARLESTA 1ST POLE- SPRINKLER CONTROLLER	11.30
JULY 29 19-7547	91749	08/09/2019	100-222-43103	880 Tennent Ave-Public Safety Facility	3,840.12
JULY 29 19-7547	91749	08/09/2019	100-223-43103	880 Tennent Ave-Public Safety Facility	768.02
JULY 29 19-7547	91749	08/09/2019	100-231-43103	880 Tennent Ave-Public Safety Facility	3,072.11
JULY 29 19-9929	91749	08/09/2019	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	27.79
JULY 29 19-9961	91749	08/09/2019	209-552-43103	2500 CHARLES ST-SENIOR CENTER	4,899.81
JULY 30 19-6521	91749	08/09/2019	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	96.61
JULY 30 19-6747	91749	08/09/2019	200-342-43103	RAMONA & PINOLE VALLEY- TRAFFIC SIGNAL & ST LIGHT	69.35
JULY 30 19-6897	91749	08/09/2019	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	54.27
JYLY 19-7509	91629	07/26/2019	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	54.20
Vendor PGE01 - PG&E Total:					104,166.18
Vendor: JAR01 - PINOLE GOODYEAR					
JULY 25 19-1328	91706	08/02/2019	100-221-42107	MONTHLY STMT FULL PAYMENT	343.07
Vendor JAR01 - PINOLE GOODYEAR Total:					343.07
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
080119	91750	08/09/2019	209-557-42101	PAYROLL AND EXPENSES REIMBURSEMENT- SWIM CENTER	22,133.61
2018038	91576	07/19/2019	209-557-42101	PAYROLL AND EXPENSES REIMBURSEMENT- SWIM CENTER	11,823.31
Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:					33,956.92
Vendor: 1013 - PRECISION CONCRETE CUTTING					
50057	91751	08/09/2019	106-343-47204	Sidewalk Offset repair- Central Valley	30,592.18
50190	91751	08/09/2019	106-343-47204	Sidewalk Offset Repair- Bay Area	3,626.88
50190-02	91751	08/09/2019	106-343-47204	Sidewalk Offset Repair- Bay Area	731.25
Vendor 1013 - PRECISION CONCRETE CUTTING Total:					34,950.31
Vendor: 1009 - PRECISION IT CONSULTING					
10016	91752	08/09/2019	525-118-42101	PRECISION 360 GOLD MONTHLY BILLING FOR SEPTEMBER	13,731.50
10076	91807	08/16/2019	525-118-42101	SAFETY BLDG DATTO BACKUP DEPLOYMENT	900.00
9530	91707	08/02/2019	500-641-42107	LAPTOP FOR TAMARA	2,241.83
9532	91707	08/02/2019	100-343-42108	GASOLINE APP COMPUTER COP ACCT	875.04
9920	91577	07/19/2019	525-118-42101	AUGUST AGREEMENT PRECISION 360 GOLD	13,771.56
9995	91632	07/26/2019	525-118-42101	Sophos AV Development- City hall	960.00
9996	91632	07/26/2019	525-118-42101	Server OS Upgrades- June 2019	10,000.00
Vendor 1009 - PRECISION IT CONSULTING Total:					42,479.93
Vendor: PRO18 - PROTECTION 1 / ADT					
AUG 19-0999	91808	08/16/2019	209-553-42108	TINY TOTS ALARM MONITORING SVCS	73.32
Vendor PRO18 - PROTECTION 1 / ADT Total:					73.32
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-2	91633	07/26/2019	212-20340	Pinole Square Redevelopment	2,383.80

WARRANT LISTING

Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
1948E-1	91708	08/02/2019	106-344-47206	HAZEL ST LABOR JUNE 2019	2,087.65
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					4,471.45
Vendor: 1652 - RAQUELLE ROMERO					
100	91809	08/16/2019	204-227-42514	FACE PAINTING 3 HOURS NATIONAL NIGHT OUT	225.00
Vendor 1652 - RAQUELLE ROMERO Total:					225.00
Vendor: REP03 - REPUBLIC SERVICES					
072519	91810	08/16/2019	100-117-34222	GARBAGE LEVY SUMMARY- 2018/19 TAX YEAR	-18,826.70
072519	91810	08/16/2019	100-20021	GARBAGE LEVY SUMMARY- 2018/19 TAX YEAR	95,235.66
71919	91578	07/19/2019	100-20021	RSS SURPLUS FUNDS FROM SALE OF 09 SARAH DR	575.34
Vendor REP03 - REPUBLIC SERVICES Total:					76,984.30
Vendor: RIC06 - RICHMOND BLUEPRINT					
6005	91709	08/02/2019	100-465-42201	2000 DOOR HANGERS	1,365.63
Vendor RIC06 - RICHMOND BLUEPRINT Total:					1,365.63
Vendor: 1649 - ROBERTA MORI					
80519	91753	08/09/2019	209-20308	PSC MAIN HALL RENTAL 8/3/19 DEPOSIT REFUND	500.00
Vendor 1649 - ROBERTA MORI Total:					500.00
Vendor: ROD05 - RODEO SANITARY DISTRICT					
4034	91710	08/02/2019	500-641-47201	MAINTENANCE SERVICES SYSTME 5/10/18-6/30/19	12,700.93
Vendor ROD05 - RODEO SANITARY DISTRICT Total:					12,700.93
Vendor: ROS08 - RSG, INC.					
1004901	91579	07/19/2019	285-464-42101	Affordable Housing RFP and Developer Selection	585.00
1004997	91811	08/16/2019	285-464-42101	Affordable Housing RFP and Developer Selection	2,508.75
Vendor ROS08 - RSG, INC. Total:					3,093.75
Vendor: J&O01 - RUBBER DUST INC.					
122490	91580	07/19/2019	500-642-42107	VEHICLE MAINTENANCE- TP	617.96
Vendor J&O01 - RUBBER DUST INC. Total:					617.96
Vendor: 1204 - S & L BODY AND FRAME					
220	91812	08/16/2019	100-221-42107	JULY CAR WASH- PD	425.00
221	91812	08/16/2019	100-221-42107	AUGUST CAR WASH- PD	425.00
Vendor 1204 - S & L BODY AND FRAME Total:					850.00
Vendor: SPA04 - S.P. AUTOMOTIVE					
JUNE 30 19	91813	08/16/2019	100-343-42107	MONTHLY STATEMENT FULL PAYMENT	39.10
Vendor SPA04 - S.P. AUTOMOTIVE Total:					39.10
Vendor: 1650 - SAFE BUILT HOLDING INC.					
80719	91754	08/09/2019	100-000-31510	REFUND BUSINESS LICENSE OVERPAYMENT	62.50
Vendor 1650 - SAFE BUILT HOLDING INC. Total:					62.50
Vendor: 1640 - SAN FRANCISCO ON THE BAY					
72619	91634	07/26/2019	100-117-42514	SPONSORSHIP IN THE NORTH SHORE TRIAL GUIDE BROCHUR	1,500.00
Vendor 1640 - SAN FRANCISCO ON THE BAY Total:					1,500.00
Vendor: TRE12 - SANDRA TREGLE					
11519	91635	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	2.31
80718	91635	07/26/2019	209-20015	GIFT SHOP SENIOR CENTER	1.57
Vendor TRE12 - SANDRA TREGLE Total:					3.88

WARRANT LISTING

Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1651 - SHAWN SPANO					
62819	91755	08/09/2019	100-231-42514	ONSITE INTERVIEWS/DEPARTMENT MEETINGS	7,000.00
Vendor 1651 - SHAWN SPANO Total:					7,000.00
Vendor: WEB10 - SHEILA WEBB					
72419	91636	07/26/2019	209-555-42514	PYC SUMMER CAMP CANVAS PAINTING SERVICES	150.00
80119	91756	08/09/2019	209-552-43802	WATER COLOR CLASS- SC	84.00
Vendor WEB10 - SHEILA WEBB Total:					234.00
Vendor: SHR02 - SHRED DEFENSE INC					
27811	91711	08/02/2019	100-222-42101	ON SITE PULVERIZATION SERVICES	161.20
Vendor SHR02 - SHRED DEFENSE INC Total:					161.20
Vendor: 1390 - SMARTGEOTECH, INC.					
1292	91814	08/16/2019	100-222-42101	HOSTING FEES 2019	3,000.00
Vendor 1390 - SMARTGEOTECH, INC. Total:					3,000.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
28387	91712	08/02/2019	100-221-42107	VEHICLE MAINTENANCE- PD	255.37
28636	91815	08/16/2019	100-221-42107	VEHICLE MAINTENANCE- PD	59.97
28657	91815	08/16/2019	100-221-42107	VEHICLE MAINTENANCE- PD	383.25
Vendor SQU00 - SQUARE DEAL GARAGE Total:					698.59
Vendor: STA56 - STAILING S&S RV REPAIRS					
6177-807	91713	08/02/2019	100-221-42107	REPAIRS- PD	126.01
6178-803	91713	08/02/2019	100-221-42107	REPAIRS- PD	440.00
6185-taxi	91816	08/16/2019	100-221-42107	SERVICE INSTALLATION- PD	550.00
Vendor STA56 - STAILING S&S RV REPAIRS Total:					1,116.01
Vendor: STE20 - STERICYCLE, INC.					
3004770476	91714	08/02/2019	100-222-42101	PROFESSIONAL SERVICES- FD	53.12
Vendor STE20 - STERICYCLE, INC. Total:					53.12
Vendor: 1637 - STRYKER SALES CORPORATION					
2708607 M	91637	07/26/2019	100-231-42104	AINBOW DCIP PED REUSABLE SENS- FD	846.00
Vendor 1637 - STRYKER SALES CORPORATION Total:					846.00
Vendor: DOD02 - SUSAN BOYLE DODGE					
80119	91758	08/09/2019	209-552-43802	CWLD CLASS- SC	364.00
80119-02	91757	08/09/2019	209-552-43802	LINE DANCE AUG 19- SC	180.00
Vendor DOD02 - SUSAN BOYLE DODGE Total:					544.00
Vendor: MIL29 - TAMARA MILLER					
80719	91817	08/16/2019	100-116-42514	REIMBURSEMENT GIFT CARD FOR WINSTON RHODES AWARD	80.00
80819	91817	08/16/2019	100-341-42301	REIMBURSEMENT LCC PW01 SAN DIEGO	575.00
80819	91817	08/16/2019	100-341-42302	REIMBURSEMENT LCC PW01 SAN DIEGO	753.77
80819-01	91817	08/16/2019	100-341-42303	REIMBURSEMENT CITY COUNTY ENGINEERS' MEETING	60.00
80819-02	91817	08/16/2019	100-341-42303	REIMBURSEMENT EXP CITY COUNTY ENGINEER'S MEETING	20.00
80819-02	91817	08/16/2019	100-343-42302	REIMBURSEMENT EXP CITY COUNTY ENGINEER'S MEETING	10.25
Vendor MIL29 - TAMARA MILLER Total:					1,499.02
Vendor: TOD01 - TED TODD					
19-001-01	91639	07/26/2019	100-221-42101	PRE-EMPLOYMENT POLYGRAPH EXAMINATION	600.00

WARRANT LISTING

Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
19-001-02	91639	07/26/2019	100-221-42101	PRE-EMPLOYMENT POLYGRAPH EXAMINATION	350.00
Vendor TOD01 - TED TODD Total:					950.00
Vendor: EDJ01 - THE ED JONES CO., INC.					
43717	91715	08/02/2019	100-222-42514	GERMAN SILVER 638 BADGE- PD	414.20
Vendor EDJ01 - THE ED JONES CO., INC. Total:					414.20
Vendor: OFF11 - THE OFFICE CITY					
JUNE 29 19	91716	08/02/2019	100-117-42201	JUNE STATEMENT FULL PAYMENT	463.22
JUNE 29 19	91716	08/02/2019	500-641-42201	JUNE STATEMENT FULL PAYMENT	167.90
Vendor OFF11 - THE OFFICE CITY Total:					631.12
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-201906-1	91640	07/26/2019	525-118-42510	TLO SUBSCRIPTION PERIOD 5/01-6/30/19	200.70
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:					200.70
Vendor: 1644 - TYESHA JONES					
72919	91717	08/02/2019	209-20309	PYC MAIN HALL RENTAL 7/20/19 DEPOSIT REFUND	250.00
Vendor 1644 - TYESHA JONES Total:					250.00
Vendor: TYL00 - TYLER TECHNOLOGIES, INC.					
025-265649	91718	08/02/2019	525-118-42106	INCODE MANAGEMENT SUITES 8/01/19-7/31/20	66,220.80
Vendor TYL00 - TYLER TECHNOLOGIES, INC. Total:					66,220.80
Vendor: UND01 - UNDERGROUND SERVICE ALERT					
1242652019	91719	08/02/2019	100-342-42101	2019 MEMBERSHIP FEES	1,979.95
Vendor UND01 - UNDERGROUND SERVICE ALERT Total:					1,979.95
Vendor: USP02 - UNITED STATES POSTAL SVC					
7119	91581	07/19/2019	209-551-42514	POSTAGE FOR FALL/WINTER COMMUNITY GUIDE	518.30
Vendor USP02 - UNITED STATES POSTAL SVC Total:					518.30
Vendor: UNI38 - UNIVAR USA INC					
SJ947743	91582	07/19/2019	500-641-44303	CHEMICALS- TP	4,889.28
SJ948425	91582	07/19/2019	500-641-44303	CHEMICALS- TP	5,613.77
SJ948885	91720	08/02/2019	500-641-44303	CHEMICALS- TP	3,538.50
SJ949583	91582	07/19/2019	500-641-44303	CHEMICALS- TP	6,044.75
SJ951071	91720	08/02/2019	500-641-44303	CHEMICALS- TP	3,537.17
SJ951387	91818	08/16/2019	500-641-44303	CHEMICALS- TP	6,093.12
Vendor UNI38 - UNIVAR USA INC Total:					29,716.59
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
244482-1	91721	08/02/2019	100-343-42514	SANITARY SUPPLIES CORP YARD	28.34
248280-1	91583	07/19/2019	209-554-42514	SANITARY SUPPLIES YOUTH CENTER	56.74
248577	91583	07/19/2019	100-222-42108	SANITARY SUPPLIES POLICE	79.60
248717	91721	08/02/2019	209-557-42108	SANITARY SUPPLIES SWIM CENTER	107.23
248745	91721	08/02/2019	100-343-42514	SANITARY SUPPLIES CORP YARD	309.71
248976	91819	08/16/2019	209-554-42108	SANITARY SUPPLIES YOUTH CENTER	80.39
248977	91819	08/16/2019	209-554-42108	SANITARY SUPPLIES YOUTH CENTER	212.08
249043	91819	08/16/2019	100-343-42108	SANITARY SUPPLIES CITY HALL	153.12
249044	91819	08/16/2019	100-343-42108	SANITARY SUPPLIES CORP YARD	299.81
464658	91583	07/19/2019	100-222-42108	JUNE 20119 JANITORIAL SERVICES POLICE/PUBLIC SAF	1,826.40
464658	91583	07/19/2019	100-223-42108	JUNE 20119 JANITORIAL SERVICES POLICE/PUBLIC SAF	456.60

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
464659	91583	07/19/2019	209-557-42108	JUNE 2019 JANITORIAL SERVICES SWIM CENTER	924.24
464664	91583	07/19/2019	500-641-42108	JUNE 2019 JANITORIAL SERVICES- TP	493.00
467657	91583	07/19/2019	100-343-42108	JUNE 2019 JANITORIAL SERVICES CITY HALL	1,039.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					6,066.26
Vendor: USB06 - US BANK CORPORATE PMN'T.SYSTEM					
JULY 22 19	91722	08/02/2019	100-20018	MONTHLY STMT FUL PAYMENT	14,990.49
Vendor USB06 - US BANK CORPORATE PMN'T.SYSTEM Total:					14,990.49
Vendor: 1643 - VICKI ANDERSON					
71519	91723	08/02/2019	209-20309	PYC MAIN HALL RENTAL 7/13/19 DEPOSIT REFUND	250.00
Vendor 1643 - VICKI ANDERSON Total:					250.00
Vendor: PIS02 - VINCENT A. PISTELLO					
INV0004193	91762	08/12/2019	722-20434	DJ SERVICES FOR NATIONAL NIGHT OUT-PD	300.00
Vendor PIS02 - VINCENT A. PISTELLO Total:					300.00
Vendor: VIS01 - VISION SERVICE PLAN					
AUG 2019	91759	08/09/2019	100-110-41003	VISION PERMIUMS FOR AUG 2019	74.44
AUG 2019	91759	08/09/2019	100-111-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	100-112-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	100-113-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	100-115-41003	VISION PERMIUMS FOR AUG 2019	55.83
AUG 2019	91759	08/09/2019	100-116-41003	VISION PERMIUMS FOR AUG 2019	37.22
AUG 2019	91759	08/09/2019	100-117-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	100-221-41003	VISION PERMIUMS FOR AUG 2019	468.48
AUG 2019	91759	08/09/2019	100-222-41003	VISION PERMIUMS FOR AUG 2019	55.83
AUG 2019	91759	08/09/2019	100-223-41003	VISION PERMIUMS FOR AUG 2019	223.32
AUG 2019	91759	08/09/2019	100-231-41003	VISION PERMIUMS FOR AUG 2019	204.71
AUG 2019	91759	08/09/2019	100-341-41003	VISION PERMIUMS FOR AUG 2019	93.05
AUG 2019	91759	08/09/2019	100-343-41003	VISION PERMIUMS FOR AUG 2019	93.05
AUG 2019	91759	08/09/2019	105-221-41003	VISION PERMIUMS FOR AUG 2019	55.83
AUG 2019	91759	08/09/2019	105-231-40101	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	106-231-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	204-227-41003	VISION PERMIUMS FOR AUG 2019	37.22
AUG 2019	91759	08/09/2019	209-551-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	209-552-41003	VISION PERMIUMS FOR AUG 2019	37.22
AUG 2019	91759	08/09/2019	209-554-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	500-641-41003	VISION PERMIUMS FOR AUG 2019	186.10

WARRANT LISTING

Payment Dates: 07/13/2019 - 08/16/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
AUG 2019	91759	08/09/2019	500-642-41003	VISION PERMIUMS FOR AUG 2019	93.05
AUG 2019	91759	08/09/2019	505-119-41003	VISION PERMIUMS FOR AUG 2019	18.61
AUG 2019	91759	08/09/2019	998-20106	VISION PERMIUMS FOR AUG 2019	30.32
Vendor VIS01 - VISION SERVICE PLAN Total:					1,913.16
Vendor: LUK00 - VIVienne F. KEARSLEY-LUKE					
80119	91760	08/09/2019	209-552-43802	GENTLE YOGA- SC	150.50
Vendor LUK00 - VIVienne F. KEARSLEY-LUKE Total:					150.50
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8086883376	91820	08/16/2019	500-641-44305	SUPPLIES- TP	224.55
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					224.55
Vendor: WKH00 - W K HYDRAULICS INC					
5281	91584	07/19/2019	500-641-42107	PARTS	1,414.94
5297	91724	08/02/2019	500-641-42107	PARTS- TP	1,821.56
Vendor WKH00 - W K HYDRAULICS INC Total:					3,236.50
Vendor: WAT20 - WATSON MARLOW, INC.					
SI1011098	91725	08/02/2019	500-641-42107	SUPPLIES- TP	289.48
Vendor WAT20 - WATSON MARLOW, INC. Total:					289.48
Vendor: WCC01 - WCCTAC					
63019	91726	08/02/2019	212-462-34210	PAYMENT FOR STAMP FEE COLLECTED FY18/19	28,567.30
Vendor WCC01 - WCCTAC Total:					28,567.30
Vendor: WES63 - WESCO GRAPHICS, INC.					
45410	91641	07/26/2019	209-551-42514	FALL/WINTER COMMUNITY GUIDE	2,321.52
Vendor WES63 - WESCO GRAPHICS, INC. Total:					2,321.52
Vendor: WCC09 - WEST CONTRA COSTA UNIFIED SCHOOL DIST.					
71919	91642	07/26/2019	209-552-42101	COMMUNITY JOB TRAINING- INTERNSHIP PROGRAM- WCCUSD	1,000.00
Vendor WCC09 - WEST CONTRA COSTA UNIFIED SCHOOL DIST. Total:					1,000.00
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
JUNE 19 11 TENNENT AVE	91727	08/02/2019	500-641-42108	PEST CTRL SVCS FOR 11 TENNENT--CORP YARD	69.00
JUNE 19 SC	91727	08/02/2019	209-552-42108	PEST CTRL SVCS FOR 2500 CHARLES ST-SNR CTR	71.00
Vendor WES01 - WESTERN EXTERMINATOR CO. Total:					140.00
Vendor: WIL52 - WILLDAN FINANCIAL SERVICES					
010-42082	91821	08/16/2019	500-642-42101	SPECIAL DISTRIC ADMIN FOR FISCAL YEAR 2019/20	2,810.52
Vendor WIL52 - WILLDAN FINANCIAL SERVICES Total:					2,810.52
Vendor: XER01 - XEROX CORPORATION					
09739406	91585	07/19/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- SENIOR CENTER	366.68
097394202	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL	1,890.23
097394203	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- FIRED DEP STATION 73	89.50
097394204	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CORP YARD	252.57
097394205	91585	07/19/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL 1ST FL	424.56
097394207	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- WPCP	255.92
097394208	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- 880 TENNENT AVE	565.43

WARRANT LISTING**Payment Dates: 07/13/2019 - 08/16/2019**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
097394209	91585	07/19/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- YOUTH CENTER	226.04
097707414	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL 1ST FL	478.25
097707415	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- SENIOR CENTER	419.56
702319573	91822	08/16/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- POLICE	450.50
Vendor XER01 - XEROX CORPORATION Total:					5,419.24
Grand Total:					2,184,914.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,312,040.89
105 - Measure S -2006	115,018.29
106 - MEASURE S-2014	83,406.14
200 - Gas Tax Fund	16,683.11
201 - Restricted Real Estate Maintenance Fund	885.14
204 - Police Grants	18,456.24
205 - Traffic Safety Fund	526.27
207 - NPDES Storm Water Fund	2,857.69
209 - Recreation Fund	111,660.20
212 - Building & Planning	114,004.78
215 - Measure C and J Fund	1,355.59
226 - CASp Certification and Training Fund	87.80
285 - Housing Land Held for Resale	3,348.99
310 - Lighting & Landscape Districts	2,593.67
317 - Pinole Valley Caretaker Fund	1,682.13
500 - Sewer Enterprise Fund	255,201.10
503 - Plant Expansion Fund	33.77
505 - Cable Access TV	17,861.35
525 - Information Systems	123,566.62
722 - Community Assistance Program	800.00
750 - Recognized Obligation Retirement Fund	2,186.15
998 - Payroll Clearing	658.08
Grand Total:	2,184,914.00

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	209.75
100-10601	Gas Tanks/Corp Yard	11,533.17
100-10602	Gas Tanks/Fire Station	839.93
100-110-41002	Emp Benefits/Dental	581.32
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-41009	Emp Benefits/Workers C...	4,363.11
100-110-42302	Travel & Training/Mileage...	730.12
100-110-42303	Travel & Training/Meal Al...	55.00
100-110-42514	Admin Exp/Special Depart	357.50
100-110-43103	Utilities/Electricity & Pow...	105.75
100-110-46201	Insurance/General Liability	1.84
100-111-41002	Emp Benefits/Dental	133.72
100-111-41003	Emp Benefits/Vision Care	18.61
100-111-41009	Emp Benefits/Workers C...	21,672.57
100-111-43103	Utilities/Electricity & Pow...	139.14
100-111-46201	Insurance/General Liability	7.28
100-112-41002	Emp Benefits/Dental	156.94
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-41009	Emp Benefits/Workers C...	13,098.19
100-112-42514	Admin Exp/Special Depart	145.80
100-112-43103	Utilities/Electricity & Pow...	153.06
100-112-46201	Insurance/General Liability	4.64
100-113-41002	Emp Benefits/Dental	62.18
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-41009	Emp Benefits/Workers C...	252.93
100-113-46201	Insurance/General Liability	0.09
100-115-41002	Emp Benefits/Dental	470.82
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-41009	Emp Benefits/Workers C...	33,258.04
100-115-42101	Prof Svcs/Professional Ser...	18,378.83
100-115-43103	Utilities/Electricity & Pow...	381.25

Account Summary

Account Number	Account Name	Payment Amount
100-115-46201	Insurance/General Liability	11.54
100-116-41002	Emp Benefits/Dental	219.12
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-41009	Emp Benefits/Workers C...	26,947.59
100-116-42101	Prof Svcs/Professional Ser...	9,849.00
100-116-42110	Prof Svcs/Fingerprinting	32.00
100-116-42302	Travel & Training/Mileage,...	131.96
100-116-42514	Admin Exp/Special Depart	80.00
100-116-43103	Utilities/Electricity & Pow...	111.31
100-116-46126	Legal Charges	665.00
100-116-46201	Insurance/General Liability	9.11
100-117-34222	Fees/Administrative Fees	-18,826.70
100-117-41001	Emp Benefits/Medical-Act...	94,233.76
100-117-41002	Emp Benefits/Dental	219.12
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41004	Emp Benefits/PERS Retir...	269,228.24
100-117-41009	Emp Benefits/Workers C...	7,173.38
100-117-41101	Retiree Benefits/Medical-...	3,987.73
100-117-42101	Prof Svcs/Professional Ser...	15,163.00
100-117-42201	Office Expense	463.22
100-117-42401	Dues & Pub/Memberships	5,099.11
100-117-42514	Admin Exp/Special Depart	1,500.00
100-117-43103	Utilities/Electricity & Pow...	1,238.36
100-117-43105	Utilities/Cable	29.89
100-117-46201	Insurance/General Liability	2.38
100-20018	Accounts Payable/CalCard	14,990.49
100-20021	Accounts Payable/Garbag...	95,811.00
100-221-41002	Emp Benefits/Dental	2,648.16
100-221-41003	Emp Benefits/Vision Care	468.48
100-221-41008	Emp Benefits/Long Term ...	623.70
100-221-41009	Emp Benefits/Workers C...	192,193.62
100-221-42101	Prof Svcs/Professional Ser...	950.00
100-221-42107	Prof Svcs/Equipment Mai...	3,055.53
100-221-42110	Prof Svcs/Fingerprinting	371.00
100-221-42301	Travel & Training/Conf-Re...	349.00
100-221-42302	Travel & Training/Mileage,...	834.72
100-221-42303	Travel & Training/Meal Al...	405.00
100-221-42514	Admin Exp/Special Depart	1,539.17
100-221-46201	Insurance/General Liability	68.21
100-222-41002	Emp Benefits/Dental	352.84
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-41009	Emp Benefits/Workers C...	23,905.81
100-222-42101	Prof Svcs/Professional Ser...	12,977.22
100-222-42108	Prof Svcs/Building-Structu...	6,420.20
100-222-42201	Office Expense	288.12
100-222-42514	Admin Exp/Special Depart	622.73
100-222-43103	Utilities/Electricity & Pow...	4,384.94
100-222-46201	Insurance/General Liability	8.71
100-223-41002	Emp Benefits/Dental	1,624.10
100-223-41003	Emp Benefits/Vision Care	223.32
100-223-41008	Emp Benefits/Long Term ...	258.00
100-223-41009	Emp Benefits/Workers C...	78,192.87
100-223-42101	Prof Svcs/Professional Ser...	91.18
100-223-42108	Prof Svcs/Building-Structu...	456.60
100-223-43103	Utilities/Electricity & Pow...	876.98
100-223-46201	Insurance/General Liability	29.13
100-231-41002	Emp Benefits/Dental	1,388.98
100-231-41003	Emp Benefits/Vision Care	204.71

Account Summary

Account Number	Account Name	Payment Amount
100-231-41008	Emp Benefits/Long Term ...	245.00
100-231-41009	Emp Benefits/Workers C...	112,509.95
100-231-42101	Prof Svcs/Professional Ser...	34,070.00
100-231-42104	Prof Svcs/Paramedic Servi...	1,000.18
100-231-42107	Prof Svcs/Equipment Mai...	5,913.33
100-231-42108	Prof Svcs/Building-Structu...	2,693.86
100-231-42301	Travel & Training/Conf-Re...	320.00
100-231-42401	Dues & Pub/Memberships	150.00
100-231-42512	Admin Exp/Abatement	12,395.75
100-231-42514	Admin Exp/Special Depart	7,000.00
100-231-43101	Utilities/Telephone	62.29
100-231-43103	Utilities/Electricity & Pow...	4,126.89
100-231-44410	Safety Clothing	4,945.42
100-231-46201	Insurance/General Liability	38.05
100-231-47101	FF&E/Equipment	310.41
100-341-41002	Emp Benefits/Dental	447.60
100-341-41003	Emp Benefits/Vision Care	93.05
100-341-41009	Emp Benefits/Workers C...	38,232.75
100-341-42101	Prof Svcs/Professional Ser...	11,040.00
100-341-42201	Office Expense	45.80
100-341-42301	Travel & Training/Conf-Re...	575.00
100-341-42302	Travel & Training/Mileage,...	846.74
100-341-42303	Travel & Training/Meal Al...	80.00
100-341-46201	Insurance/General Liability	13.08
100-342-42101	Prof Svcs/Professional Ser...	7,590.47
100-342-42514	Admin Exp/Special Depart	470.83
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-41003	Emp Benefits/Vision Care	93.05
100-343-41009	Emp Benefits/Workers C...	44,548.68
100-343-42101	Prof Svcs/Professional Ser...	3,774.01
100-343-42107	Prof Svcs/Equipment Mai...	39.10
100-343-42108	Prof Svcs/Building-Structu...	3,389.87
100-343-42302	Travel & Training/Mileage,...	10.25
100-343-42514	Admin Exp/Special Depart	2,437.51
100-343-43102	Utilities/Water	197.07
100-343-43103	Utilities/Electricity & Pow...	2,366.16
100-343-46201	Insurance/General Liability	15.41
100-345-42108	Prof Svcs/Building-Structu...	5,619.33
100-345-42511	Admin Exp/Equipment Re...	311.76
100-345-42514	Admin Exp/Special Depart	2,152.75
100-345-43102	Utilities/Water	8,294.70
100-345-43103	Utilities/Electricity & Pow...	489.03
100-465-41009	Emp Benefits/Workers C...	6,489.19
100-465-42101	Prof Svcs/Professional Ser...	12,580.00
100-465-42201	Office Expense	1,365.63
100-465-46201	Insurance/General Liability	2.21
105-221-41002	Emp Benefits/Dental	447.60
105-221-41003	Emp Benefits/Vision Care	55.83
105-221-41008	Emp Benefits/Long Term ...	59.40
105-221-41009	Emp Benefits/Workers C...	55,851.46
105-221-46201	Insurance/General Liability	29.33
105-231-40101	Salary & Wages/Full Time	18.61
105-231-41002	Emp Benefits/Dental	133.72
105-231-41009	Emp Benefits/Workers C...	22,016.39
105-231-42101	Prof Svcs/Professional Ser...	17,476.29
105-231-46201	Insurance/General Liability	13.59
105-231-47104	FF&E/Vehicles	18,916.07
106-110-42101	Prof Svcs/Professional Ser...	9,800.00

Account Summary

Account Number	Account Name	Payment Amount
106-221-46201	Insurance/General Liability	1.47
106-231-41002	Emp Benefits/Dental	156.94
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-41009	Emp Benefits/Workers C...	17,730.25
106-231-42301	Travel & Training/Conf-Re...	18,565.00
106-231-46201	Insurance/General Liability	5.91
106-343-47204	Improvements/Sidewalks	34,950.31
106-344-47206	Improvements/Storm Dra...	2,087.65
106-345-47203	Improvements/Parks	90.00
200-342-42108	Prof Svcs/Building-Structu...	326.00
200-342-43103	Utilities/Electricity & Pow...	16,357.11
201-343-42108	Prof Svcs/Building-Structu...	532.60
201-343-43103	Utilities/Electricity & Pow...	352.54
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
204-227-41009	Emp Benefits/Workers C...	17,659.43
204-227-42514	Admin Exp/Special Depart	379.68
204-227-46201	Insurance/General Liability	6.63
205-227-41009	Emp Benefits/Workers C...	526.10
205-227-46201	Insurance/General Liability	0.17
207-344-42101	Prof Svcs/Professional Ser...	2,213.38
207-344-42107	Prof Svcs/Equipment Mai...	644.31
209-20015	Accounts Payable/Vendor...	290.64
209-20308	Deposits Payable/Recreat...	2,250.00
209-20309	Deposits Payable/Recreat...	1,000.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-41009	Emp Benefits/Workers C...	6,584.04
209-551-42101	Prof Svcs/Professional Ser...	358.00
209-551-42514	Admin Exp/Special Depart	2,839.82
209-551-46201	Insurance/General Liability	2.19
209-552-38112	Rental Income/Facility Re...	404.76
209-552-41002	Emp Benefits/Dental	124.36
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-41009	Emp Benefits/Workers C...	13,157.38
209-552-42101	Prof Svcs/Professional Ser...	1,000.00
209-552-42108	Prof Svcs/Building-Structu...	1,470.29
209-552-42514	Admin Exp/Special Depart	261.00
209-552-43103	Utilities/Electricity & Pow...	5,098.35
209-552-43802	Program Cost/Class Fees	3,182.75
209-552-43804	Program Cost/Food Progr...	4,028.92
209-552-43805	Program Cost/Travel	3,087.00
209-552-43806	Program Cost/Dance Prog...	530.00
209-552-43809	Program Cost/Newsletter	301.25
209-552-46201	Insurance/General Liability	4.61
209-553-41009	Emp Benefits/Workers C...	6,979.46
209-553-42108	Prof Svcs/Building-Structu...	1,019.32
209-553-43103	Utilities/Electricity & Pow...	19.49
209-553-46201	Insurance/General Liability	2.27
209-554-36402	Recreation Chg/Members...	2,583.77
209-554-38112	Rental Income/Facility Re...	389.34
209-554-41002	Emp Benefits/Dental	156.94
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-41009	Emp Benefits/Workers C...	13,033.47
209-554-42107	Prof Svcs/Equipment Mai...	80.00
209-554-42108	Prof Svcs/Building-Structu...	1,151.76
209-554-42514	Admin Exp/Special Depart	56.74

Account Summary

Account Number	Account Name	Payment Amount
209-554-43103	Utilities/Electricity & Pow...	214.12
209-554-46201	Insurance/General Liability	4.38
209-555-36405	Recreation Chg/Summer P..	345.00
209-555-42514	Admin Exp/Special Depart	150.00
209-557-42101	Prof Svcs/Professional Ser...	33,956.92
209-557-42108	Prof Svcs/Building-Structu...	4,370.54
209-557-42514	Admin Exp/Special Depart	93.97
209-557-43103	Utilities/Electricity & Pow...	659.59
209-558-43103	Utilities/Electricity & Pow...	8.12
209-559-43103	Utilities/Electricity & Pow...	178.26
212-20340	Developer Deposit/Appian..	20,023.80
212-461-41009	Emp Benefits/Workers C...	12,035.61
212-461-42101	Prof Svcs/Professional Ser...	34,127.50
212-461-42201	Office Expense	30.53
212-461-42514	Admin Exp/Special Depart	61.20
212-461-43103	Utilities/Electricity & Pow...	166.97
212-461-46201	Insurance/General Liability	4.42
212-462-34210	Fees/STMP Fee	28,567.30
212-462-41009	Emp Benefits/Workers C...	17,476.56
212-462-42101	Prof Svcs/Professional Ser...	680.00
212-462-42201	Office Expense	374.91
212-462-43103	Utilities/Electricity & Pow...	420.21
212-462-46201	Insurance/General Liability	5.24
212-465-42201	Office Expense	30.53
215-341-43101	Utilities/Telephone	545.12
215-341-43103	Utilities/Electricity & Pow...	40.45
215-343-47205	Improvements/Streets	770.02
226-000-34223	Fees/CASp Fee	87.80
285-464-42101	Prof Svcs/Professional Ser...	3,209.85
285-464-43103	Utilities/Electricity & Pow...	139.14
310-347-42101	Prof Svcs/Professional Ser...	1,104.19
310-347-42108	Prof Svcs/Building-Structu...	295.68
310-347-43103	Utilities/Electricity & Pow...	373.01
310-348-42101	Prof Svcs/Professional Ser...	345.11
310-348-42108	Prof Svcs/Building-Structu...	65.00
310-348-43103	Utilities/Electricity & Pow...	410.68
317-345-41009	Emp Benefits/Workers C...	1,008.36
317-345-43201	Taxes/Property Tax	673.41
317-345-46201	Insurance/General Liability	0.36
500-10601	Gas Tanks/Corp Yard	595.22
500-641-41002	Emp Benefits/Dental	1,215.46
500-641-41003	Emp Benefits/Vision Care	186.10
500-641-41009	Emp Benefits/Workers C...	70,853.74
500-641-42101	Prof Svcs/Professional Ser...	785.00
500-641-42107	Prof Svcs/Equipment Mai...	13,835.20
500-641-42108	Prof Svcs/Building-Structu...	562.00
500-641-42201	Office Expense	329.43
500-641-42401	Dues & Pub/Memberships	185.00
500-641-43103	Utilities/Electricity & Pow...	63,898.70
500-641-44302	Other Materials Supp/Slu...	7,908.65
500-641-44303	Other Materials Supp/Ch...	41,738.49
500-641-44304	Other Materials Supp/Pe...	3,592.00
500-641-44305	Other Materials Supp/Lab...	10,381.18
500-641-44410	Safety Clothing	452.44
500-641-46201	Insurance/General Liability	26.35
500-641-47201	Improvements/Building	12,700.93
500-642-41002	Emp Benefits/Dental	281.30
500-642-41003	Emp Benefits/Vision Care	93.05

Account Summary

Account Number	Account Name	Payment Amount
500-642-41009	Emp Benefits/Workers C...	20,111.46
500-642-42101	Prof Svcs/Professional Ser...	2,810.52
500-642-42107	Prof Svcs/Equipment Mai...	617.96
500-642-42514	Admin Exp/Special Depart	210.90
500-642-43102	Utilities/Water	687.62
500-642-43103	Utilities/Electricity & Pow...	1,135.37
500-642-46201	Insurance/General Liability	7.03
503-643-42201	Office Expense	26.92
503-643-42203	Office Exp/Shipping & Mai...	6.85
505-119-41002	Emp Benefits/Dental	156.94
505-119-41003	Emp Benefits/Vision Care	18.61
505-119-41009	Emp Benefits/Workers C...	17,358.61
505-119-43103	Utilities/Electricity & Pow...	321.20
505-119-46201	Insurance/General Liability	5.99
525-118-42101	Prof Svcs/Professional Ser...	39,363.06
525-118-42106	Prof Svcs/Software Maint...	66,220.80
525-118-42107	Prof Svcs/Equipment Mai...	5,419.24
525-118-42510	Admin Exp/Software Purch	899.11
525-118-43101	Utilities/Telephone	11,664.41
722-20434	Deferred Rev/CAP Donati...	800.00
750-463-42101	Prof Svcs/Professional Ser...	2,186.15
998-20105	Sal & Ben Payable/Dental ...	627.76
998-20106	Sal & Ben Payable/Vision ...	30.32
	Grand Total:	2,184,914.00

Project Account Summary

Project Account Key	Payment Amount
None	2,184,914.00
Grand Total:	2,184,914.00

Approved By: _____

Date: _____

8/15/19



CITY COUNCIL REPORT

7C

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT KOUNS, FIRE CHIEF

**SUBJECT: APPROVE AN ADDITIONAL FUNDING ALLOCATION OF \$17,500
TO COMPLETE THE KITCHEN REMODEL PROJECT AT FIRE STATION 73**

RECOMMENDATION

It is recommended that the City Council approve an additional funding allocation of \$17,500 to complete the kitchen remodel project at Fire Station 73.

BACKGROUND

On February 19, 2019, the City Council approved a mid-year budget adjustment for Fire Station 73 repair work which included \$46,000 to complete a kitchen remodel. Bids came in higher than expected. The contractor, lowest bid, was selected to complete the work. Because the project was anticipated to start late, \$44,000 was carried forward to the FY 2019-20 adopted budget. The countertops, cabinets, sink, and dishwasher have been installed, along with updated plumbing and electrical. Additional items are needed to complete the project, including: flooring, LED lighting, a kitchen table, chairs, and replacement of the existing stove fan. The cost of these additional items are estimated at \$17,500.

REVIEW AND ANALYSIS

The additional items are necessary to complete the project. The initial construction costs coming in higher than anticipated when the budget was approved has resulted in insufficient funding to complete the project as planned. Therefore, additional funding is required.

FISCAL IMPACT

Staff is recommending the additional cost of \$17,500 for the kitchen remodel to be funded from Measure S 2006 Fund Balance. This is the original funding source for the project. There is sufficient Fund Balance to cover this expense.

ATTACHMENTS

A Resolution

RESOLUTION NO. 2019-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING AN
ADDITIONAL FUNDING ALLOCATION OF \$17,500 TO COMPLETE THE KITCHEN
REMODEL PROJECT AT FIRE STATION 73**

WHEREAS, the Pinole Fire Department was approved for \$44,000 in fiscal year 2019/20 in Measure S 2006 Fund Balance allocation for a Fire Station 73 kitchen remodel project; and

WHEREAS, although the lowest bidder was selected to complete the project, bids came in higher than expected; and

WHEREAS, additional items are needed to complete the project, including flooring, LED lighting, kitchen table, kitchen chairs, and new stove fan, at a cost of approximately \$17,500; and

WHEREAS, funding for this allocation is available in the Measure S 2006 Fund Balance.

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

Section 1: Approve the additional funding amount of \$17,500 to complete Fire Station 73 kitchen remodel project from the Measure S 2006 Fund Balance; and

Section 2: Authorize the Finance Director to amend the FY 2019/20 budget to reflect this change.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the **20th day of August 2019** by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this **20th day of August 2019**.

Heather Iopu
City Clerk



CITY COUNCIL REPORT

7D

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: DECLARE THE LISTED PROPERTY AS SURPLUS AND DESIGNATE A PURCHASING OFFICER TO DISPOSE OF THE LISTED PROPERTY IN ACCORDANCE WITH THE PROCUREMENT POLICY

RECOMMENDATION

It is recommended that the City Council adopt a resolution to declare the listed property as surplus and designate the listed staff member to serve as the Purchasing Officer to dispose of the listed property in accordance with the Procurement Policy.

BACKGROUND

As per Section VIII of the current Procurement Policy, "the Purchasing Officer is responsible for the transfer and disposition of surplus City property. 'Surplus Property' is used generically to describe any City property that is no longer needed or useable by the holding department. The City Council shall declare item(s) surplus prior to disposal."

REVIEW & ANALYSIS

All of the listed property is obsolete, broken, unreliable, or excessively costly to continue to operate.

The Purchasing Officer will, as per the Purchasing Policy, determine the most appropriate method of disposal that best serves the interest of the City. The policy details appropriate methods as follows:

1. Public Auction - Surplus property may be sold at public auction. City staff may conduct public Auctions, or the City may contract with a professional auctioneer including professional auction services.
2. Bids - Bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

3. Selling for Scrap - Surplus property may be sold as scrap if the Purchasing Officer deems that the value of the raw material exceeds the value of the property as a whole.
4. Negotiated Sale - Surplus property may be sold outright if the Purchasing Officer determines that only one known buyer is available or interested in acquiring the property.
5. No Value Item – Where the Purchasing Officer determines that specific supplies or equipment are surplus and of minimal value to the City due to spoilage, obsolescence or other cause or where the Purchasing Officer determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Officer shall dispose of the same in such a manner as he or she deems appropriate and in the best interest of the City.

For these surplus items the designated Purchasing Officer will be Tamara Miller.

FISCAL IMPACT

The listed vans are unusable for City programs because the vehicles require specially licensed staff to operate. If left unused, they will decline in value further and still require ongoing maintenance costs. The listed vans should be sent to auction, and the proceeds returned to the appropriate fund for the purchase of vehicles that can be utilized by City staff.

The construction office trailer has been located at the Pinole/Hercules Water Pollution Control Plant for years, defaulted to use as storage. At the time of the PH WPCP Upgrade project, the trailer had to be moved to make way for improvements. The trailer was placed into service for a temporary office for construction management of the PH WPCP Upgrade project. At the completion of the project the trailer will need to be removed quickly to restore Bayfront Park. The trailer no longer has a useful purpose for the City. Because of the cost of removing the trailer, including coaxing it under the Railroad Trestle over Tennent, the net expected surplus value to the City is expected to be minimal.

Other property will be offered for sale or sent to auction. Proceeds from the sale of surplus property shall be returned to the appropriate fund.

ATTACHMENT

A Resolution, with Exhibit of Surplus Equipment List

RESOLUTION NO. 2019-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DECLARING THE LISTED PROPERTY AS SURPLUS AND DESIGNATING A PURCHASING OFFICER TO DISPOSE OF THE LISTED PROPERTY IN ACCORDANCE WITH THE PROCUREMENT POLICY

WHEREAS, the Public Works Division has been storing equipment that is obsolete and/or too costly to repair; and

WHEREAS, the Public Works Division needs to surplus this equipment to free up much needed space; and

WHEREAS, the Sewer Enterprise no longer has need for the construction trailer once the PH WPCP Upgrade project is complete; and

WHEREAS, a list of equipment to be declared as surplus property is attached as Exhibit A; and

WHEREAS, the list of equipment assigns a Purchasing Officer who in accordance with the Procurement Policy will determine the best means of disposal.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby declare the listed property as surplus, and designates Tamara Miler as the Purchasing Officer to dispose of the listed property in accordance with the Procurement Policy.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 20th day of August 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 20th day of August, 2019.

Heather Iopu, CMC
City Clerk

No.	Description	Inventory ID /License #	Vin/Serial Number	Surplus Reason	Purchasing Officer	Value
1	2001 Ford E350 12 Passenger Van	1182597	1FBSS31L91HA15896	Unusable	Tamara Miller	\$1,500
2	2008 Ford E350 15 Passenger Van	1206132	1FBSS31L98DA26103	Unusable	Tamara Miller	\$9,000
3	2000 Ford Wagon 12 Passenger Van	1041029	1FBNE31L0YHB99747	Unusable	Tamara Miller	\$2,500
4	12' X 60' Mobile Construction Office Trailer			Obsolete	Tamara Miller	\$0
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CITY COUNCIL REPORT

7E

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: DESIGNATING THE ASSISTANT CITY MANAGER AS THE CITY'S BOARD MEMBER TO THE MUNICIPAL POOLING AUTHORITY (MPA) OF NORTHERN CALIFORNIA ("AUTHORITY") AND THE FINANCE DIRECTOR AS THE ALTERNATE BOARD MEMBER

RECOMMENDATION

It is recommended that the City Council adopt a resolution designating the Assistant City Manager as the City's Board Member to the Municipal Pooling Authority (MPA) of Northern California ("Authority") and the Finance Director as the Alternate Board Member.

BACKGROUND

The Authority was originally formed as a Joint Powers Agreement in 1977 among cities in Contra Costa County as a means of "insuring" or sharing risks as a pool because the traditional private insurance market became less of an option for public agencies. The California Government Code allows public agencies to create separate joint power authorities for this purpose.

The Authority is governed by a Board composed of one individual from each member city. An alternate Board member is also named, who may vote at any meeting at which the regular Board member is absent.

At this time the City Manager is the City's designated representative on the MPA Board, and the Finance Director is the Alternate. That appointment was requested because in 2015 when I returned to Pinole I had served on the MPA Board since 2006, was also serving as a member of the MPA Executive Committee with one year remaining on that appointment, and was helping MPA through the transition of several key staff members. However, before I left Pinole in 2012 my position of Assistant City Manager was the designated representative.

REVIEW AND ANALYSIS

It seems unlikely that the new City Manager will want to serve as the MPA Board representative, at least at the beginning of his/her tenure. With that in mind, it is

recommended that the Council approve returning to the prior designation of the Assistant City Manager as the primary and the Finance Director as the Alternate.

FISCAL IMPACT

None.

ATTACHMENTS

A. Resolution

RESOLUTION 2019-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
DESIGNATING A BOARD MEMBER AND ALTERNATE BOARD MEMBER TO
THE CONTRA COSTA COUNTY MUNICIPAL POOLING AUTHORITY**

WHEREAS, the City of Pinole is a member of the Contra Costa County Municipal Pooling Authority (MPA); and

WHEREAS, the governing documents of the MPA require the City Council of each member city to appoint one Board member and to appoint one Alternative Board member to the Board of Directors of the Authority; and

WHEREAS, the governing documents of the MPA require that the City shall appoint its City Manager or the staff person responsible for the City's risk management function as the primary Board member, and that the alternative Board member shall have the same qualifications as the primary Board member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby designate the position of Assistant City Manager as the City's primary Board member to the MPA, and the position of Finance Director as the City's alternative Board member.

PASSED AND ADOPTED this 20th day of August, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day of August, 2019.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

7F

DATE: AUGUST 20, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER
TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY
ENGINEER

SUBJECT: AUTHORIZE RESPONSES TO GRAND JURY REPORT NO. 1907,
"STORMWATER TRASH REDUCTION"

RECOMMENDATION

It is recommended that the City Council approve and authorize the Mayor to sign the responses to the Grand Jury report No. 1808, "Joint Powers Authorities."

BACKGROUND

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries.

With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code section 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body" (Cal. Penal Code section 933(c))

REVIEW AND ANALYSIS

On June 10, 2019, the Grand Jury requested that the City of Pinole as well as other public agencies in the County respond to the following issue:

1. Stormwater Trash Reduction: Are We Doing All That We Can?

GRAND JURY FINDINGS SPECIFIC TO THE CITY OF PINOLE

There were nine (9) findings and four (4) recommendations in the Report. The City of Pinole was required to respond to five (5) of the findings and three (3) recommendations. The draft letter actually responds to six (6) of the findings and the three (3) required recommendations.

Accordingly, the attached draft responses are presented for the City Council's consideration to transmit to the presiding judge.

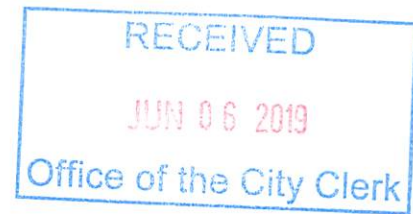
FISCAL IMPACT

Responding to the Grand Jury reports took staff time. Fiscal impacts of implementing recommendations in the report are not yet identified.

ATTACHMENTS

- A Grand Jury Report: "Stormwater Trash Reduction"
- B Pinole's Responses to the Grand Jury Report

June 4, 2019



City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear City of Pinole:

Attached is a copy of Grand Jury Report No. 1907, "Stormwater Trash Reduction" by the 2018-2019 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency or department responsible for responding to the report. As the responding person or person responding on behalf of an entity, you shall report one of the following actions in respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, you shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

After reviewing your response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) a copy in Word by e-mail to ctadmin@contracosta.courts.ca.gov. Your response must be submitted to the Grand Jury, in the form described by the above-quoted Government Code, no later than **September 6, 2019**.

Finally, please note that this report is being provided to you at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Nakano", written in a cursive style.

Richard S Nakano, Foreperson
2018-2019 Contra Costa County Civil Grand Jury

cc: Michelle M. Fitzer, City Manager

**A REPORT BY
THE 2018-2019 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Report 1907

Stormwater Trash Reduction

Are We Doing All That We Can?

APPROVED BY THE GRAND JURY

Date MAY 22, 2019



RICHARD S. NAKANO
GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date MAY 23 2019



ANITA SANTOS
JUDGE OF THE SUPERIOR COURT

Contact: Richard S. Nakano
Foreperson
925-522-6941

Contra Costa County Grand Jury Report 1907

Stormwater Trash Reduction

Are We Doing All That We Can?

**TO: Contra Costa County Board of Supervisors;
City/Town Councils of: Antioch, Brentwood, Clayton, Concord,
Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga,
Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond,
San Pablo, San Ramon, Walnut Creek**

SUMMARY

What is being done about the discarded paper, plastics, and other unwanted junk that ends up along our local streets, freeways, and public areas? This trash is polluting our local creeks, rivers, the San Francisco Bay, and the ocean itself. Is anything being done to fix this regional problem that has global implications? What more can we do as citizens, cities, and Contra Costa County (the County) to help keep our waterways clean?

The federal Clean Water Act, as amended by the Water Quality Act of 1987, requires permits for stormwater discharges from municipal systems to prevent stormwater from washing harmful pollutants into waterways. Under the Clean Water Act, these discharges are considered to be significant contributors of pollutants to waters of the United States. Discharges from stormwater systems operated by the County and each of its 19 cities and towns are also subject to the requirements of the Clean Water Act.

The Clean Water Act is enforced locally by the San Francisco Regional Water Quality Control Board (Water Board) through a Municipal Regional Stormwater Permit (Permit), issued in 2015. This Permit requires Contra Costa County and its cities and towns, along with other cities and the counties of Alameda, San Mateo, and Santa Clara, to reduce trash discharged from their storm sewers. Under the Permit, cities, towns, and counties are required to reduce their trash discharged by storm sewers by 80% from 2009 base levels by July 1, 2019. Cities and counties are required to prepare detailed

annual reports that document their trash abatement performance.

Cities, towns, and the County get credit toward their percent trash reduction by reducing the amount of trash discharged from their storm sewer systems. They accomplish this primarily by installing and maintaining trash capture devices which separate trash from entering a stormwater system and waterways. They can also take steps to control trash at its source by limiting businesses from providing plastic straws, plastic bags, and/or Styrofoam cups, bowls, plates, takeout containers, and serving trays. For these source control programs, there is a maximum of 10% credit available under the Permit.

The California Department of Transportation (Caltrans) also owns, operates, and maintains significant storm sewer systems within the County. Under a separate permit, Caltrans is also required to implement control measures in all of its high-trash-generating areas. These include freeways and ramps in high density residential, commercial, and industrial areas. The Water Board recently issued an enforcement order against Caltrans to increase its trash cleanup efforts on Bay Area highways, or face heavy fines.

This report examines how the County, its cities, and towns are performing with regard to the Permit's trash reduction goals. Our investigation revealed that most of the cities and towns in the County are on target to achieve the 80% trash reduction goal.

The cities of Hercules and Pinole are underperforming toward achieving this 80% goal. The Grand Jury recommends that the cities of Hercules and Pinole consider taking steps to improve performance to comply with required trash reduction goals by installing trash capture devices and instituting source control programs.

The Grand Jury also recommends that cities, towns, and the County consider publishing annual reports in summary form, citing accomplishments and challenges, including the costs and funds needed to comply with the Permit requirements. One solution is to prevent the generation of pollution at its source. This includes limiting the use of Styrofoam cups, bowls, plates, and takeout containers.

Cities, towns, and the County should consider identifying additional revenue sources to fully fund Permit requirements in order to comply with the Permit and avoid potential liability.

METHODOLOGY

In the course of its investigation, the Grand Jury:

- Examined how the County and its cities and towns are performing with regard to their trash reduction mandates
- Explored how Permit compliance information is communicated to the citizens and elected officials in Contra Costa County

- Interviewed staff from: Contra Costa Clean Water Program, Contra Costa County Public Works, and selected cities
- Interviewed representatives from an environmental Non-governmental Organization, and the Water Board
- Reviewed stormwater permits, reports, and documents
- Reviewed information available on the Contra Costa Clean Water Program website (www.cccleanwater.org)
- Reviewed media reports

BACKGROUND

Federal and State Stormwater Regulations

The 1972 Federal Water Pollution Control Act (the Clean Water Act) regulates water quality standards for all public and private wastewater discharges into waterways. These water quality standards are set using National Pollutant Discharge Elimination System (NPDES) permits which regulate waste discharges into waters of the United States. In 1987, the Clean Water Act was amended and expanded to include stormwater discharges from municipal-owned/operated storm drains. In 1990, NPDES stormwater permit application requirements for municipal stormwater discharges were established by the U.S. Environmental Protection Agency.

In California, the federal NPDES permit program is administered and enforced by the State Water Resources Control Board through nine Regional Water Quality Control Boards. These water boards issue permits to prevent stormwater from washing harmful pollutants into waterways. Permits are updated and reissued approximately every five years. The first county-wide stormwater permits were issued in the early 1990s.

Contra Costa Clean Water Program

In 1991, in response to the expanded Federal and State stormwater regulations, the County, its cities, and towns established the Contra Costa Clean Water Program (CCCWP). Its purpose is to provide a uniform approach to address Water Board permit requirements and implement activities jointly carried out by the cities, towns, and the County.

The CCCWP comprises Contra Costa County, 19 cities and towns, and the Contra Costa County Flood Control and Water Conservation District. These are:

- Contra Costa County Flood Control and Water Conservation District
- Clayton
- Hercules
- Orinda
- Pleasant Hill
- San Ramon
- Town of Moraga
- Oakley
- Concord
- Lafayette
- Pinole
- Richmond
- Walnut Creek
- Antioch
- Contra Costa County unincorporated areas
- El Cerrito
- Martinez
- Pittsburg
- San Pablo
- Town of Danville
- Brentwood

Current Stormwater Permit

According to the Water Board, stormwater is a significant source of certain pollutants that cause or contribute to water quality pollution in the region. To address this problem the Water Board issued county-wide municipal stormwater permits in the early 1990s.

In 2015, the Water Board re-issued these county-wide municipal stormwater permits as one Municipal Regional Stormwater NPDES Permit (Permit) to regulate stormwater discharges from municipalities and local agencies in Alameda, central and western Contra Costa, San Mateo, and Santa Clara counties, and the cities of Fairfield, Suisun City, and Vallejo. In February, 2019, the cities of Antioch, Brentwood, and Oakley and the eastern portion of Contra Costa County were formally added to the Permit.

Under the Permit, cities, towns, and counties are required to prohibit the discharge of materials other than stormwater into storm drain systems and watercourses. Each city, town, and county is individually responsible for complying with the Permit requirements to meet their pollution reduction goals. The Permit allows cities, towns, and counties to collaborate in designing, developing, and implementing new solutions to reduce stormwater pollution.

The Permit includes stormwater management regulations for the following: trash reduction, new real estate development and redevelopment, illicit discharge, and public information and outreach. The Permit also regulates stormwater from industrial and commercial sites, construction sites, pesticides, mercury, PCB's, and copper.

According to the Water Board, the sources of trash include discharges from the storm drain system, windblown trash, and other discharges such as direct dumping and homeless encampments. This trash washes into San Francisco Bay and the ocean, where it becomes part of a global problem. It is unsightly, can cause storm drain blockage, decreases property values, and impacts recreational use and wildlife habitat in waterways. Trash such as plastic bags may harm wildlife through entanglement or ingestion. Trash may also contain hazardous materials such as heavy metals, toxic chemicals, oil and grease products, and other pollutants that are unhealthy and harmful to people and the environment.

Failure to comply with the discharge requirements constitutes a violation of the

California Water Code and the Clean Water Act. If there is a violation, the Water Board may impose fines and other civil liabilities. The Water Board may also refer violators to the State Attorney General who can seek civil monetary penalties and injunctive relief, or take other appropriate enforcement actions.

Preventing Trash at its Source

A key element in any trash reduction program is to stop pollution before it harms the environment. Programs that prevent trash at its source (commonly referred to as "source control") include banning businesses from providing plastic bags, plastic straws, and Styrofoam cups, bowls, plates, and takeout containers.

Plastic bags are not biodegradable and take hundreds of years to decompose. This results in plastics littering the environment, degrading creeks and waterways, and adversely affecting wildlife. When bags decompose, toxins are released into the soil and water, harming land and marine wildlife. Plastic straws are hazardous to the environment because they settle in the landfills, clog storm drains, and collect in the ocean. Styrofoam is a plastic commonly found in packing and food packaging. It is rarely reused, is an abundant form of litter hazardous to land and marine life and can take 500 years to decompose.

On November 8, 2016, California voters approved Proposition 67 which bans the use of carry-out plastic bags that once were given at grocery stores and food marts. They now offer customers the option to purchase either recycled paper or reusable plastic bags. As an example, the City of San Jose implemented a successful source control program. Its 2011 plastic bag ban resulted in a litter reduction of approximately 89% in the storm drain system, 60% in the creeks and rivers, and 59% in city streets and neighborhoods. A state law (AB1884) limiting full-service restaurants in the state from handing out single-use plastic straws became effective on January 1, 2019.

DISCUSSION

This report focuses on the trash reduction requirement of the Permit. The report examines how the County, cities, and towns are performing regarding reducing trash in creeks and waterways. It also explores how information can be better communicated to citizens in the County.

Trash Reduction Requirements

Cities, towns, and the County are required to implement trash control actions in accordance with procedures and the schedule outlined in the Permit.

The trash reduction schedule in the Permit requires that each city, town, and the County reduce trash from their 2009 baseline levels, using requirements and accounting

procedures contained in the Permit. The trash reduction goals and schedule are as follows:

- 70% by July 1, 2017
- 80% by July 1, 2019
- 100% by July 1, 2022

The cities of Antioch, Oakley, Brentwood, and the eastern unincorporated areas of the County were added to the Permit in February, 2019. They have a modified goal to reduce trash by 70% from their 2016 baseline trash levels by December 31, 2019.

Cities, towns, and the County receive credit toward their trash reduction goal by reducing the amount of trash discharged from their storm sewer systems. They accomplish this by installing and maintaining trash capture devices which prevent trash from entering stormwater systems and waterways. The percent reduction in trash is calculated by applying a formula that compares current levels with 2009 baseline amounts.

Cities, towns, and the County can take additional steps to control trash at its source by limiting businesses from providing Styrofoam cups, bowls, plates, takeout containers, and serving trays. For these source control programs there is a maximum of 10% credit toward the trash reduction goal available in the Permit.

As explained below, some cities and towns have already instituted source control programs, which they expect will reduce the amount of trash released into the environment. Most have also implemented trash management actions, such as increased street sweeping; land, creek and shoreline cleanups; and homeless encampment cleanups.

Table 1 illustrates:

- The percent reduction in trash, from 2009 baseline levels, that each city, town, and the County unincorporated areas achieved in Fiscal Year (FY) 2017-18
- The number of trash capture devices installed
- Cities that have implemented a source control program

Table 1
FY 2017-18 Trash Reduction Achieved

City/Town/County	FY 2017-18 Total % Trash Reduction	Full Trash Capture Devices Installed	Source Control Programs
Antioch	NA	1	NA
Brentwood	83.3 %	91	No
Clayton	99.5%	195	No
Concord	83.0%	451	No
Danville	100.0%	74	Yes
El Cerrito	84.5%	122	Yes
Hercules	69.0%	41	Yes
Lafayette	91.7%	38	No
Martinez	91.2%	118	Yes
Moraga	82.0%	121	No
Oakley	67.0%	68	No
Orinda	85.6%	5	No
Pinole	31.0%	113	Yes
Pittsburg	83.4%	127	Yes
Pleasant Hill	78.0%	123	Yes
Richmond	83.4%	170	Yes
San Pablo	87.7%	128	Yes
San Ramon	100.0%	81	No
Walnut Creek	95.9%	202	Yes
County unincorporated areas	75.0%	286	pending

Source: CCCWP Website <https://www.cccleanwater.org/resources/reports>

NA: data not available

Note: Antioch, Oakley, Brentwood and the eastern unincorporated areas of the County are required to achieve a trash reduction goal of 70% by December 31, 2019. All others are required to achieve a trash reduction goal of 80% by July 1, 2019.

Brentwood, Clayton, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Orinda, Pittsburg, Richmond, San Pablo, San Ramon, and Walnut Creek indicate that they have already reached their July 1, 2019 trash reduction goal of 80% from 2009 levels.

The cities of Hercules, Oakley, and Pinole report achieving less than 70% trash reduction in their latest annual reports. In June, 2018, Hercules and Pinole were issued Cease and Desist Orders by the Water Board requiring them to improve their

performance in meeting the required trash reduction goals. The Orders set deadlines for implementing trash controls that will bring the cities into compliance with the 80% trash load reduction relative to 2009 baseline conditions, by July 1, 2019.

Source Control Programs

One way for the County, cities, and towns to help achieve their trash reduction goals is to focus on source control programs. These programs can reduce the amount of litter that enters the stormwater system.

Danville, Pittsburg, Pleasant Hill, Richmond, San Pablo, and Walnut Creek implemented ordinances banning single-use plastic bags prior to the ban becoming law in California.

Ten cities also have established ordinances banning Styrofoam food packaging. They are: Concord, El Cerrito, Hercules, Lafayette, Martinez, Pinole, Pittsburg, Richmond, San Pablo, and Walnut Creek. The County is proposing an ordinance to ban Styrofoam container use by companies selling food and beverages, private care facilities, and County establishments in the unincorporated areas.

Brentwood, Clayton, Concord, Lafayette, Moraga, Oakley, Orinda, and San Ramon have not reported source control programs as part of their trash reduction goals.

Trash Reduction along Caltrans Freeways and Ramps

Caltrans owns, operates, and maintains freeways and ramps within the County. In a separate permit issued by the State Water Resources Control Board in 2012, and amended in 2014 and 2015, Caltrans is required to implement control measures in all high trash generating areas. These areas include freeways and ramps in high density residential, commercial, and industrial areas in Contra Costa County.

Caltrans is a state agency outside the Grand Jury's jurisdiction. However, it acknowledges that its freeways and ramps are collectors of trash and debris. Caltrans developed a work plan in 2016 to "ensure maximum environmental benefit while also achieving mobility and safety benefits to the traveling public." (Caltrans, Trash Load Reduction Workplan for the San Francisco Bay Region, 2016). In the County, the Workplan indicated that high trash level stretches include portions of Highways 4 and 24, and Interstate 80.

Table 2 shows the ramps with high trash levels:

Table 2
Highway Ramps with High Trash Levels

Highway	Ramps
HWY4	Loveridge Rd, Railroad Ave., Morello Ave., McEwen Ave., and Willow Ave.
I-80	Cutting Blvd, Potrero Ave., Carlson Blvd, Central Ave., Appian Way, Richmond Parkway, San Pablo Dam Road, San Pablo Ave., MacDonald Ave., and Buchanan St.
I-580	Regatta Blvd., Bayview Ave., and Central Ave.
I-680	Willow Pass Road

On November 7, 2018, a letter urging the Water Board to take enforcement action against Caltrans was signed by two Contra Costa County Supervisors, elected officials from the cities of Antioch, El Cerrito, and Richmond, and over 60 elected officials from Alameda, San Mateo, and Santa Clara counties. The letter urged the Water Board to order Caltrans to:

- Install trash capture devices in “very high” and “high” trash generation areas wherever feasible;
- Increase frequency of trash removal; and
- Collaborate with municipalities and local agencies to implement these solutions.

According to the Water Board, Caltrans has identified portions of its highways and ramps “that generate significant amounts of trash but has not identified an acceptable schedule for timely implementation of trash controls to meet [p]ermit” requirements. (Water Board, Cease and Desist Order No. R2-2019-0007). In February, 2019, the Water Board ordered Caltrans to install devices to capture roadway debris or otherwise clean up all 8,820 acres of land under its jurisdiction in the Bay Area identified as “significant trash generating areas” by 2026. Failure to comply with the directive could result in fines of up to \$25,000 a day.

Trash from Homeless Encampments

Waste from homeless encampments close to creeks present an environmental hazard. The Contra Costa County Coordinated Outreach and Engagement Team (CORE) collects and removes over 6,000 pounds of trash each month at homeless sites. CORE regularly visits homeless encampments to identify needs of the homeless. CORE encourages the homeless to clean up after themselves by providing trash bags.

Permit Compliance Costs

Stormwater permit compliance activities in most Contra Costa County cities, towns, and the County are funded by a Stormwater Utility Assessment (SUA) authorized in 1993. Rates range from \$25 to \$45 a year for single-family homes. In FY 2017-18 the revenues collected countywide totaled \$15.1 million. These funds are used to support the Permit compliance activities undertaken by each of the cities, towns, the County, and CCCWP.

The cities of Richmond and Brentwood do not have a stormwater utility assessment. Their stormwater pollution prevention activities are funded from other revenue sources, and the cities' general funds.

The authority to raise taxes or assessment fees to pay for governmental services, including stormwater related activities, is limited by voter initiatives such as Proposition 13 and Proposition 218. Stormwater assessment rates have maximum limits, established by each city, town, and the County in 1993. They all reached their maximum rates by FY 2009-10. Since then, cities, towns, and the County have been supplementing their SUA revenues with funding from other sources, including their general funds.

The County is responsible for complying with the Permit provisions only in the unincorporated areas. The County estimates its compliance costs to be \$5 million per year. Of that amount, \$2.2 million per year is budgeted for trash reduction related activities.

The County receives about \$3.8 million per year in SUA revenue, road, and flood control funding. The County estimates that it will need an additional \$1.2 million per year to meet all the Permit requirements.

Revenue shortfalls may prevent the County from meeting its stormwater trash reduction goals. Failure to comply with the Permit would leave the County liable for substantial fines from the Water Board. In order to achieve a trash reduction goal of 100%, the County may need to consider seeking additional sources of funding.

Both the CCCWP and the Contra Costa Local Agency Formation Commission (LAFCO) report that unfunded federal and state mandated stormwater permit compliance programs are a challenge for cities, towns, and the County. In its 2019 Municipal Service Review, LAFCO reports, "[s]tormwater control requirements mandated by regional and state agencies are increasing the cost of treating stormwater without providing compensating new revenue sources." To address this funding shortfall, the Grand Jury recommends that cities, towns, and the County consider undertaking efforts to identify additional funding sources to fully fund Permit requirements in order to comply with the Permit and avoid potential liability.

Public Awareness

The required Annual Reports provide a detailed breakdown of performance toward complying with all the Permit provisions by the CCCWP, each city, town, and the County. The CCCWP 2017-18 Annual Report documenting permit compliance activities it conducted during the year totals 564 pages. Each city, town, and the County also prepared a similar report documenting its permit compliance performance. These reports each range in length from 58 to 177 pages. They are filled with forms and tables supplied by the Water Board, which document accomplishments for the year. No narrative summary is provided identifying accomplishments, challenges, costs, and funds needed to fully comply with the Permit. The Grand Jury recommends that to enable the public to understand these issues, CCCWP, each city, town, and the County should consider providing a narrative summary of their efforts to achieve Permit requirements.

FINDINGS

- F1. The 2015 Municipal Regional Stormwater Permit requires most of the cities, towns, and the County to take action to reduce trash discharges by 80%, from 2009 baseline levels, by July 1, 2019**
- F2. Antioch, Brentwood, Oakley, and the eastern portion of the County were added to the Permit in February, 2019 and have a requirement to reduce trash discharges by 70%, from their 2016 baseline trash levels, by December 31, 2019.**
- F3. Using the formula prescribed in the Permit, Brentwood, Clayton, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Orinda, Pittsburg, Richmond, San Pablo, San Ramon, and Walnut Creek report that they have already reached their July 1, 2019 trash reduction goals.**
- F4. In June, 2018, Hercules and Pinole were issued Cease and Desist Orders by the Water Board requiring them to improve their performance in meeting their trash reduction goals.**
- F5. The County estimates that it will need an additional \$1.2 million per year to meet all the Permit requirements.**
- F6. Both the CCCWP and LAFCO report that unfunded federal and state mandated stormwater permit compliance programs are a challenge for cities, towns, and the County.**
- F7. Concord, El Cerrito, Hercules, Lafayette, Martinez, Pinole, Pittsburg, Richmond, San Pablo, and Walnut Creek have established ordinances banning Styrofoam food packaging in their communities.**

- F8. Caltrans reports that highways and ramps along portions of Highways 4 and 24, Interstates 80, 580, and 680 in Antioch, El Cerrito, Richmond, and in the unincorporated areas of the County are high trash generation areas.**
- F9. No narrative summary of the accomplishments, challenges, costs, and funds needed to fully comply with the Permit is provided in the required annual reports prepared by CCCWP, the County, and each city and town.**

RECOMMENDATIONS

- R1. The City Councils of Hercules and Pinole should each consider directing their city manager to implement trash controls to bring them into compliance with the 80% trash reduction goal by December 31, 2019.**
- R2. The City/Town Councils of Antioch, Brentwood, Clayton, Danville, Moraga, Oakley, Orinda, Pleasant Hill, and San Ramon should consider limiting the use of Styrofoam containers in their communities by June 30, 2020.**
- R3. The Board of Supervisors and all City/Town Councils should consider directing staff to provide a concise summary of their Annual Reports, citing their accomplishments, challenges, costs, and funds needed to fully comply with the Permit, by December 31, 2019.**
- R4. The Board of Supervisors and all City/Town Councils should consider identifying additional revenue sources to fully fund Permit requirements in order to comply with the Permit and avoid potential liability, by June 30, 2020.**

REQUIRED RESPONSES

	Findings	Recommendations
Contra Costa County Board of Supervisors	F1, F2, F5, F6, F8, and F9	R3 and R4
City of Antioch	F2, F6, F8, and F9	R2, R3, and R4
City of Brentwood	F2, F3, F6, and F9	R2, R3, and R4
City of Clayton	F1, F3, F6, and F9	R2, R3, and R4
City of Concord	F1, F3, F6, F7, and F9	R3 and R4
Town of Danville	F1, F3, F6, and F9	R2, R3, and R4
City of El Cerrito	F1, F3, F6, F7, F8, and F9	R3 and R4
City of Hercules	F1, F4, F6, F7, and F9	R1, R3, and R4
City of Lafayette	F1, F3, F6, F7, and F9	R3 and R4
City of Martinez	F1, F3, F6, F7, and F9	R3 and R4
Town of Moraga	F1, F3, F6, and F9	R2, R3, and R4
City of Oakley	F2, F6, and F9	R2, R3, and R4
City of Orinda	F1, F3, F6, and F9	R2, R3, and R4
City of Pinole	F1, F4, F6, F7, and F9	R1, R3, and R4
City of Pittsburg	F1, F3, F6, F7, and F9	R3 and R4
City of Pleasant Hill	F1, F6, and F9	R2, R3, and R4
City of Richmond	F1, F3, F6, F7, F8, and F9	R3 and R4
City of San Pablo	F1, F3, F6, F7, and F9	R3 and R4
City of San Ramon	F1, F3, F6, and F9	R2, R3, and R4
City of Walnut Creek	F1, F3, F6, F7, and F9	R3 and R4

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
 725 Court Street
 P.O. Box 431
 Martinez, CA 94553-0091



CITY OF PINOLE

2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9833
FAX: (510) 724-9826
www.ci.pinole.ca.us

August 21, 2019

Richard S. Nakano, Foreperson
Contra Costa County Civil Grand Jury
P. O. Box 431
Martinez, CA 94553

Re: City of Pinole Response to Grand Jury Report No. 1907: "Stormwater Trash Reduction" by 2019 Contra Costa Grand Jury

Dear Mr. Nakano,

Below please find the City of Pinole's responses to Grand Jury Report No. 1907: "Stormwater Trash Reduction".

Grand Jury Findings:

- 1. The 2015 Municipal Regional Stormwater Permit requires most the cities, towns, and the County to take action to reduce trash discharge by 80%, from 2009 baseline levels, by July 1, 2019.***

Response: The City of Pinole agrees with this finding.

- 4. In June, 2018, Hercules and Pinole were issued Cease and Desist Orders by the Water Board requiring them to improve their performance in meeting their trash reduction goals.***

Response: The City of Pinole agrees with this finding.

- 6. Both the CCCWP and LAFCO report that unfunded federal and state mandated stormwater permit compliance programs are challenged for cities, towns, and the County.***

Response: The City of Pinole agrees with this finding.

- 7. Concord, El Cerrito, Hercules, Lafayette, Martinez, Pinole, Pittsburg, Richmond, San Pablo and Walnut Creek have established ordinances banning Styrofoam food packaging in their communities.***

Response: The City of Pinole agrees with this finding.

- 8. Caltrans reports that highways and ramps along portions of Highway 4 and 24, and Interstates 80, 580, and 680 in Antioch, El Cerrito, Richmond, and the unincorporated areas of the County are high trash generation areas.**

Response: The City of Pinole partially disagrees with this finding. The City of Pinole should also be listed as impacted by high trash generation along the portion of Interstate 80 and the ramps that are in Pinole.

- 9. No narrative summary of the accomplishments, challenges, cost and funds needed to fully comply with the Permit is provided in the required annual reports prepared by CCCWP, the County and each city and town.**

Response: The City of Pinole agrees with this finding.

Grand Jury Recommendations:

- 1. The City Councils of Hercules and Pinole should each consider directing their city manager to implement trash controls to bring them into compliance with 80% trash reduction goal by December 31, 2019.**

Response: The recommendation has been implemented. Summary as follows:

R1-1. The City of Pinole adopted a trash capture ordinance in late 2017. The City hosted a vendor fair to introduce commercial property owners and managers to trash capture manufacturers and installers. Implementation and compliance efforts are ongoing. The City has performed three direct mailings at targeted commercial property owners and managers educating them about the requirements of the ordinance. We have experience a significant number of property owners and managers seeking and achieving compliance. We continue to address compliance as a component of our Code Enforcement activities.

R1-2. The Pinole City Council approved as part of the FY 2019/20 annual operating budget more than double the funding for the Code Enforcement division. Staffing has increased, facilitating more active Code Enforcement activities.

R1-3. The City of Pinole hosted a tour with three staff members of the RWQCB to demonstrate the compliance efforts. The RWQCB staff was able to see many properties in compliance as well as a few that were not in compliance.

R1-4. A Code Enforcement Officer visited restaurants in Pinole in the 4th quarter of FY 2018/19 to educate businesses about the Styrofoam ban. The Code Enforcement Officer revisited every restaurant and all were in compliance with the Styrofoam ban.

R1-5. In FY 2017/18 the Pinole City Council approved a capital project to install trash capture devices in several additional medium to low trash volume roads. Additionally, the project included the installation of trash capture devices in City owned parking lots in high trash capture areas.

- 3. The Board of Supervisors and all City/Town Councils should consider directing staff to provide concise summary of their Annual Reports, citing their accomplishments, challenges, costs and funds needed to fully comply with the Permit, by December 31, 2019.**

Response: The recommendation has not yet been implemented but in part will be implemented in the future. The City of Pinole will provide a concise summary of our accomplishments with our Annual Report. The City of Pinole is not able to quantify the full cost to comply with the Permit. Costs will be shared by the CCCWP, private property owners, Caltrans, and the City.

- 4. The Board of Supervisors and all City/Town Councils should consider identifying additional review sources to fully fund Permit requirements in order to comply with the Permit and avoid potential liability, by June 30, 2020.**

Response: The recommendation has, in part, been implemented. Additionally, parts of the recommendation require further analysis.

R4-1. The City of Pinole has directed funding from the Solid Waste Fund for the purchase of a Street Sweeper to aid with permit compliance.

R4-2. The City of Pinole directs some road maintenance funding toward the cost of implementing the street sweeping program to aid with permit compliance.

R4-3. The City, as part of the CCCCWP, has supported legislation at the State level to create a utility user fee structure for stormwater programs. The State legislature has failed to pass such legislation.

R4-4. The City of Pinole has already passed local sales tax revenue measures for Police, Fire, Recreation, and Road Maintenance. The City's ability to continue to pass local sales tax measures is capped by State law. The City lacks adequate funding for public safety and thus needs to focus local funding measures here prior to unfunded State mandates.

Grand Jury Response to Report 1907

August 21, 2019

Page 4

If you have any questions about the above, please do not hesitate to contact City Manager Michelle Fitzer at (510) 724-8933.

Sincerely,

Peter Murray

Mayor



CITY COUNCIL REPORT

7G

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER IOPU, CITY CLERK

**SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE
COLLECTION CHARGES FALLING DELINQUENT BETWEEN
JANUARY & APRIL 2019, CONSIDERED AT AN
ADMINISTRATIVE HEARING ON JUNE 6, 2019**

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 June 6, 2019 regarding unpaid garbage collection services that fell delinquent between January and April 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 108 properties on which liens are being imposed, representing a total of \$39,091.68 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 \$6,480.00; the total lien amount including recovery fees are \$45,571.68.

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.

ATTACHMENT

A Resolution

RESOLUTION NO. 2019-____

**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 JUNE 6, 2019**

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 January and April 2019); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on June 6, 2019; 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 20th day of **August, 2019**, by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 20th day of August, 2019.

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

7H

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: APPROVE AN AMENDMENT TO THE CONTRACT WITH RANEY
PLANNING AND MANAGEMENT INC. FOR ENVIRONMENTAL
REVIEW FOR A DEVELOPMENT PROJECT AT 2151 APPIAN WAY
IN AN AMOUNT NOT TO EXCEED \$52,025**

RECOMMENDATION

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an amendment to the On-Call contract with Raney Planning & Management for Environmental Review for a development project at 2151 Appian Way in an amount not to exceed \$52,025; and, authorize the Finance Director to amend the FY2019/20 budget to reflect this change.

BACKGROUND

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for several consulting firms including Raney Planning & Management, Inc. The City has been utilizing the services of Raney Planning & Management for environmental review for development projects.

REVIEW & ANALYSIS

At this time the City has received an application for a new school at 2151 Appian Way and needs to perform an environmental analysis for the proposed project.

FISCAL IMPACT

This development project has an executed Development Agreement, thus as per the agreement the project proponent will fund all of this work effort.

This task order is the fifth task order to be scoped for Raney Planning & Management, for four discrete projects. Two prior projects are development projects where the cost of the work will be reimbursed either by fees already assessed and collected or under a Development Agreement. The third project is environmental analysis of a City capital improvement project for drainage improvements on Hazel Street.

As per the City Purchasing Policy, the City Manager's signing authority is limited to \$45,000. This single task order exceeds the signing authority of the City Manager, and City Council approval is required.

ATTACHMENTS

- A Resolution
- B Raney Contract Amendment

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
APPROVING AN AMENDMENT TO THE CONTRACT WITH
RANEY PLANNING AND MANAGEMENT INC.
FOR ENVIRONMENTAL REVIEW FOR A DEVELOPMENT PROJECT AT 2151
APPIAN WAY IN AN AMOUNT NOT TO EXCEED \$52,025**

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

WHEREAS, the City has utilized Raney Planning & Management for many years for environmental review services; and

WHEREAS, the City continues to experience high levels of building activity with two such projects requiring environmental review to be performed by Raney Planning & Management; and

WHEREAS, the City now seeks to advance a development project at 2151 Appian Way; and

WHEREAS, the project requires environmental review; and

WHEREAS, Raney Planning & Management can perform the environmental review quickly and efficiently; and

WHEREAS, funding for this review will be paid by the project proponent as per an executed Development Agreement; and

WHEREAS, this task order for Raney Planning & Management is not to exceed \$52,025; and

WHEREAS, the City Procurement Policy limits the City Manager's signing authority for consultant contracts to \$45,000.

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

Section 1: Authorize the City Manager to execute an amendment to the On-Call contract with Raney Planning & Management for Environmental Review for a development project at 2151 Appian Way in an amount not to exceed \$52,025; and

Section 2: Authorize the Finance Director to amend the FY 2019/20 budget to reflect this change.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 20th day of August 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 20th day of August 2019.

Heather Iopu, CMC
City Clerk

**AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
RANEY PLANNING AND MANAGEMENT, INC.**

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

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

Exhibit A and B of the Agreement are amended to include:

Environmental review and documentation for the Making Waves Academy Pinole Elementary School project in the form of an Initial Study-Mitigated Negative Declaration for an amount not to exceed \$52,025 as specified in the attached proposal dated July 24, 2019.

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

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

City of Pinole

Contractor

Michelle Fitzer
City Manager

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____



CITY COUNCIL REPORT

71

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT KOUNS, FIRE CHIEF

SUBJECT: APPROVING THE PURCHASE OF A SEAGRAVE TYPE 1 FIRE ENGINE FROM DEROTIC EMERGENCY EQUIPMENT IN THE AMOUNT OF \$884,033, PLUS \$85,500 SPECIAL EQUIPMENT FOR A TOTAL COST OF \$969,533; AND CONSIDERING APPROVAL OF THE PURCHASE OF A UTILITY TERRAIN VEHICLE (UTV) IN THE AMOUNT OF \$27,000

RECOMMENDATION

It is recommended that the City Council adopt resolutions:

1. Approving the purchase of a Seagrave Type 1 Fire Engine from Derotic Emergency Equipment in the amount of \$884,033 incl. taxes and fees, with an added cost of \$85,500 for special equipment and tools, for a combined total of \$996,533 for the fire engine.
2. Considering approval for the purchase of a utility terrain vehicle in the amount of \$27,000.

BACKGROUND

Funding allocation for a new fire engine was approved in June 2018 in the amount of \$1,000,000. The apparatus specification build up was completed and submitted to the manufacturer in May 2019. The total price for the apparatus is \$884,033 including tax and fees. This new fire engine will be placed as our front line equipment and the existing Engine 73 will become a reserve engine.

Upon inspecting the new East Bay Regional Park Bay Trail Pedestrian Bridge at Pinole Shores Park, it was determined that the bridge is not large enough to accommodate a fire engine or ambulance. Having a UTV will enable the fire department to provide emergency access and medical transport.

REVIEW AND ANALYSIS

The Seagrave Fire Apparatus and Derotic Emergency Equipment proposal for the fire engine is:

- One (1) Seagrave Model DB-50-CT Capitol Cab Pumper, based on the requirements set forth by the Pinole Fire Department.
- The price is Eight Hundred Eighty Four Thousand and Thirty Three (\$884,033) – COD Contract, incl. tax and fees.
- The proposal was based on the H-GAC - XC01 executed contract for FS12-17, effective December 1, 2017 through November 30, 2019. Seagrave agrees to sell said fire apparatus through the H-GAC contract extending all pricing, terms, and conditions.
- Delivery will be approximately 300 days after a signed copy of the approved drawings is received by Seagrave Fire Apparatus, LLC.

Hose, nozzles, adapters, medical equipment, SCBAs, and other hand tools will be transferred from the current fire engine to the new engine. However, there will be additional equipment purchased to be placed onto the new fire engine that is an upgrade from the equipment on our reserve fire engine. These upgrades include rescue tools; hydraulic cutter, spreader, and ram; forcible entry saws and tools, ventilation fan, portable lighting, Rapid Intervention Equipment, narcotics safe, and EMS equipment. These items are being recommended for purchase to replace our current dated equipment, and we typically do not purchase capital equipment like this at any other time unless it is broken. The total cost of the equipment is \$85,500, which brings the total cost of the new fire engine to \$969,533.

Since the engine came in under the total budget allocation, staff is requesting that the Council consider adding a small emergency response vehicle, Utility Terrain Vehicle (UTV) capable of transporting patients to an ambulance. This vehicle can provide other emergency response services during wildland fires and other disasters. A UTV would be especially helpful in the event of a medical emergency on the new East Bay Regional Park Bay Trail Pedestrian Bridge, as that structure is not large enough to accommodate a fire engine or ambulance. The additional cost for an outfitted UTV is \$27,000, which keeps the total requested purchase within the FY 2019/20 budget allocation of \$1,000,000.

FISCAL IMPACT

The cost for the Seagrave Fire Engine is \$809,125 plus \$74,908 tax for a total of \$884,033. Adding the required equipment (rescue tools) is another \$85,500. The total cost of the new engine including tools and equipment will therefore be \$969,533.

The utility terrain vehicle (UTV) costs \$27,000.

Approval of both units brings the total cost to \$996,533.

The FY 2019/20 budget includes \$1,000,000 in one time funding for the purchase of a new fire engine out of General Fund balance.

ATTACHMENTS:

- A Resolutions
- B Contract with Derotic Emergency Equipment
- C Photo of UTV

RESOLUTION NO. 2019-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING PURCHASE OF ONE (1) SEAGRAVE TYPE 1 FIRE ENGINE IN THE AMOUNT OF \$884,033 INCLUDING TAXES AND FEES FROM DEROTIC EMERGENCY EQUIPMENT THROUGH PURCHASING AGREEMENT WITH SEAGRAVE FIRE APPARATUS, LLC; PLUS AN ADDED \$85,500 FOR SPECIAL EQUIPMENT AND TOOLS FROM DIFFERENT VENDOR/S, FOR A TOTAL FIRE ENGINE COST OF \$969,533

WHEREAS, funding allocation was approved in June 2018 for the amount of \$1,000,000; and

WHEREAS, apparatus specification build up was completed and submitted to the manufacturer in May 2019; and

WHEREAS, total price for the apparatus is Eight Hundred Eighty Four Thousand And Thirty Three Dollars (\$884,033) including tax and fees; and

WHEREAS, the new fire engine will serve as our front line equipment and the existing Engine 73 will serve as a reserve engine; and

WHEREAS, the proposal was based on the H-GAC – XC01 executed contract for FS12-17, effective December 1, 2017 through November 30, 2019 with Seagrave Fire Apparatus, LLC; and

WHEREAS, delivery of the new fire engine will be approximately three-hundred (300) days after a signed copy of the approved drawings is received by Seagrave Fire Apparatus, LLC; and

WHEREAS, additional equipment purchases in the amount of Eighty Five Thousand Five Hundred Dollars (\$85,500) will be necessary to be placed onto the new fire engine which are upgrades from the equipment on our reserve fire engine.

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

Section 1. The City Council hereby declares that the purchase of the new fire engine is justified and authorizes the City Manager to enter into an agreement to purchase one (1) Seagrave Type 1 Fire Engine at a cost of Eight Hundred Eighty Four Thousand And Thirty Three Dollars (\$884,033) including taxes and fees from Seagrave Fire Apparatus, LLC through Purchasing Agreement with Seagrave Fire Apparatus, LLC.

Section 2. The City Council hereby declares that the acquisition of updates for the new fire engine is justified and authorizes the City Manager to purchase

additional equipment in the amount of Eighty Five Thousand Five Hundred Dollars (\$85,500).

Section 3. The City Manager is hereby authorized to take all actions and execute all documents necessary to meet the intent of this Resolution.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the **20th day of August, 2019** by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **20th day August 2019**.

Heather Iopu, CMC
City Clerk

RESOLUTION NO. 2019- XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING PURCHASE OF ONE (1) UTILITY TERRAIN VEHICLE (UTV) IN THE AMOUNT OF \$27,000.

WHEREAS, funding allocation for a new fire engine was approved in June 2018 for the amount of \$1,000,000 with total purchase price coming in under said amount; and

WHEREAS, it is requested that the Council consider adding a utility terrain vehicle (UTV), capable of responding to patients for medical calls, or fires, earthquake or other disasters in hard-to-reach areas of the City; and

WHEREAS, the total price for the Utility Terrain Vehicle is Twenty Seven Thousand (\$27,000), including tax and fees; and

WHEREAS, this vehicle will allow Firefighters to get into places their other vehicles can't reach, whether it be pedestrian bridges, hilly terrain, rural areas, or tight urban environments. This vehicle will also be able to transport patients.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole does hereby authorize the City Manager to enter into an agreement to purchase one (1) Utility Terrain Vehicle at a cost of Twenty Seven Thousand (\$27,000) including taxes and fees.

PASSED AND ADOPTED this 20th day **August 2019**, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day **August 2019**.

Heather Iopu, CMC
City Clerk

CONTRACT

THIS AGREEMENT is made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the “**Seller**,” and **City of Pinole Fire Department**, Pinole, California, by its authorized representative, hereinafter referred to as the “**Purchaser**.”

1. The Seller hereby agrees to furnish **One (1)** of Seagrave model **DB50CT Capitol Pumper**, hereinafter referred to as “**Apparatus and Equipment**,” according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment.
3. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by either Party. A written change order requires the written approval of both the Seller, and the Purchaser. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
4. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **two hundred and eighty (280)** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than thirty-one (31) days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave’s control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

***City of Pinole Fire Department
880 Tennent Avenue
Pinole, CA 94564***

5. A competent representative shall, upon request, be timely furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser’s employees in the operation and handling of the Apparatus and Equipment.

6. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **Eight Hundred Nine Thousand, One Hundred Twenty-Five Dollars (\$809,125.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Progress payments shall be made as follows: The first payment shall be 25% of the purchase price, made at arrival at the Factory of the major components. The second payment shall be 25% of the purchase price, made at chassis laydown. The third payment shall be 25% of the purchase price, made at completion of the chassis. The fourth payment shall be 20% of the purchase price, made upon completion of the Final Inspection at the Factory, prior to shipment. The fifth and final payment shall be 5% of the purchase price and shall be made upon delivery to and acceptance by the Purchaser.**
 - 6.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be overnight delivered directly to:

*Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002*
 - 6.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.
 - 6.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.
7. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin, or via email to the Seller's designated representative. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
8. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment and failure to cure within ten (10) business days, the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
9. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation,

the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Contra Costa County, California. Each party hereby consents to the personal jurisdiction of such courts.
11. Except for damages, claims or losses due to Seagrave's acts of a breach of contract, willful misconduct or gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
12. Risk of loss shall pass to the Purchaser upon delivery and Purchaser's acceptance of the Apparatus and Equipment.
13. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually-agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually-agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this ____ day of _____, 2019.

City of Pinole Fire Department, Pinole, CA ("Purchaser")

By _____

Title _____

Purchaser

By _____

Title _____

Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

ATTACHMENT B

By _____
Ulisses D. Parmeziani

Title **VP and COO**
Seller

Date of Acceptance: _____

3325309.1

ATTACHMENT C

/new-2017-rko-fire-rescue-units-for-kawasaki-in-a-mule-pro-fx-le/





CITY COUNCIL REPORT

7J

DATE: AUGUST 20, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASHER, CITY ATTORNEY

COPY: MICHELLE FITZER, CITY MANAGER

SUBJECT: ORDINANCE AMENDING CHAPTER 8.36 OF THE PINOLE
MUNICIPAL CODE REGARDING BALCONY INSPECTIONS

RECOMMENDATION

Staff recommends that the City Council waive the second reading of and adopt an ordinance to amend Chapter 8.36 of the Pinole Municipal Code regarding balcony inspections.

BACKGROUND

Municipal Code Chapter 8.36 requires a property owner to inspect all balconies on his or her property upon the occurrence of certain triggering events, such as prior to the close of escrow for the sale or transfer of the property.

The California Legislature recently adopted SB 721, which generally requires property owners to complete inspections of balconies in multifamily residential buildings once every six (6) years. The City Council introduced and conducted a first reading of an ordinance to amend Chapter 8.36 to eliminate the possibility of unnecessary duplicative inspections on July 16, 2019. The detailed staff report from that meeting is included as Attachment B.

DISCUSSION

Chapter 8.36 requires a property owner to have a qualified professional inspect all balconies on his or her property when certain events occur. The final inspection report is submitted to the City, and if all necessary repairs are completed within six (6) months of the initial inspection, the City issues a certificate of compliance for the property. A certificate of compliance is valid for five (5) years.

SB 721, which took effect January 1, 2019, requires property owners to complete inspections of balconies in multifamily residential buildings approximately once every six (6) years. Under SB 721, copies of inspection reports are required to be submitted to the City as the local agency responsible for enforcing the building code.

The proposed ordinance would authorize the City to issue a certificate of compliance pursuant to Chapter 8.36 for inspections performed pursuant to SB 721. This will eliminate the need for duplicative inspections. In addition, the proposed ordinance incorporates the penalties authorized by SB 721 into the Municipal Code.

FISCAL IMPACT

Adopting the proposed Ordinance will have no direct fiscal impact. Costs related to staff review of balcony inspections are recovered through inspection fees.

ATTACHMENTS

- A Ordinance (including text amendments to Municipal Code)
- B July 16, 2019 Staff Report

ORDINANCE NO. 2019-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE
AMENDING CHAPTER 8.36 OF THE PINOLE MUNICIPAL CODE REGARDING
BALCONY INSPECTIONS**

WHEREAS, in 2017 the City Council added Chapter 8.36, “Balcony Inspection for Real Property Sales,” to the Pinole Municipal Code; and

WHEREAS, Chapter 8.36 requires a property owner to inspect any balcony located on real property prior to certain events occurring, such as the sale or transfer of the property; and

WHEREAS, Chapter 8.36 applies to balconies located on residential or non-residential property; and

WHEREAS, when balconies are satisfactorily inspected and repaired, the City issues a certificate of compliance for the balcony; and

WHEREAS, the Legislature recently enacted SB 721, which establishes a statewide requirement for owners of multifamily residential property to inspect balconies on their property at least every six (6) years; and

WHEREAS, the City Council desires to amend Chapter 8.36 to allow balcony inspections performed pursuant to SB 721 to satisfy the requirements of Chapter 8.36 in order to eliminate unnecessary and duplicative inspections.

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

Section 1. Recitals.

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

Section 2. Municipal Code Amendment – Section 8.36.085.

Section 8.36.085 is hereby added to the Municipal Code to read as follows:

“8.36.085 Inspections Pursuant to State Law

If a Property Owner, or its designee, performs an inspection of a balcony pursuant to, and in compliance with all requirements of, Health and Safety Code section 17973, the City shall issue a certificate of compliance pursuant to Section 8.36.080, even if no inspection of the balcony was required by this chapter. The issuance of the certificate of compliance shall be contingent on the Property Owner providing the City with a copy of the final inspection report and performing all required repairs in the manner required by Health and Safety Code section 17973, as that section may be amended from time to time.”

Section 3. Municipal Code Amendment – Section 8.36.140.

Section 8.36.140 is hereby added to the Municipal Code to read as follows:

“8.36.140 Penalties

Any violation of this Chapter may be punished pursuant to Chapter 1.12 of this Code, or as authorized by Health and Safety Code section 17973, as that section may be amended from time to time.”

Section 4. Severability.

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

Section 5. California Environmental Quality Act (“CEQA”).

The proposed amendments are exempt from CEQA based on the rule set forth in CEQA Guidelines Section 5061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the proposed amendments to the Municipal Code will have a significant effect on the environment.

Section 6. Effective Date.

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

Section 7. Publication.

Within fifteen (15) days after the passage of this Ordinance the City Clerk shall cause this Ordinance or a summary thereof to be published or to be posted in at least three public places in the City of Pinole in accordance with the requirements of California Government Code Section 36933.

PASSED AND ADOPTED on this ____ day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peter Murray, Mayor

ATTEST:

Heather Iopu, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney

3320667.1



CITY COUNCIL REPORT

ATTACHMENT B

8A

DATE: JULY 16, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASHER, CITY ATTORNEY

COPY: MICHELLE FITZER, CITY MANAGER

**SUBJECT: ORDINANCE AMENDING CHAPTER 8.36 OF THE PINOLE
MUNICIPAL CODE REGARDING BALCONY INSPECTIONS**

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of an ordinance to amend Chapter 8.36 of the Pinole Municipal Code regarding balcony inspections.

BACKGROUND

In 2017, the City Council added Chapter 8.36 to the Municipal Code to require periodic inspections of balconies within the City. This ordinance was prompted by the tragic collapse of a balcony at an apartment complex in Berkeley, which resulted in several fatalities.

Pursuant to Chapter 8.36, a property owner must have a qualified professional inspect all balconies on his or her property in the following situations:

1. Upon application for a certificate of occupancy for a new building;
2. Prior to the close of escrow for the sale or transfer of the property; or
3. In a probate or other testamentary proceeding or in the event of a transfer by other means.

The California Legislature recently adopted SB 721, which took effect January 1, 2019, and requires property owners to complete periodic balcony inspections for multifamily residential buildings. In general, SB 721 requires inspections to occur at least once every six years. SB 721 does not preempt the City's Balcony Ordinance, or conflict with the City's ordinance in any way, but it requires inspections on a different schedule than what is required by the City.

DISCUSSION

Chapter 8.36 requires a property owner to have a qualified professional inspect all balconies on his or her property when certain events occur, such as prior to the sale

of the property. The final inspection report is submitted to the City, and if all necessary repairs are completed within six (6) months of the initial inspection, the City issues a certificate of compliance for the property. A certificate of compliance is valid for five (5) years, thus if a property owner has a valid certificate of compliance, he or she does not need to perform any more inspections even if another triggering event occurs within the five (5) year period.

SB 721, which took effect January 1, 2019, requires property owners to complete periodic balcony inspections. Unlike Chapter 8.36 which applies to all balconies, SB 721 only applies to balconies in multifamily residential buildings, such as apartment buildings. SB 721 generally requires the inspections to be performed once every six (6) years, and is not tied to any triggering events. Under SB 721, copies of inspections are required to be submitted to the City as the local agency responsible for enforcing the building code, and necessary repairs must be completed within one hundred and eight (180) days.

The proposed ordinance would authorize the City to issue a certificate of compliance pursuant to Chapter 8.36 for inspections performed pursuant to SB 721, even if no triggering event occurred that required an inspection under Chapter 8.36. This will eliminate the need for duplicative inspections. For example, without the proposed amendment, a property owner who is required to perform an inspection under SB 721, and then decides to sell his or her property one year later, would be required to conduct an additional inspection pursuant to Chapter 8.36, since sale of property is a triggering event. The ordinance allows a certificate of compliance to be issued if the inspection complies with the requirements of state law, and all necessary repairs are performed.

In addition, the proposed ordinance incorporates the penalties authorized by SB 721 into the Municipal Code. Those penalties are similar to the penalties already authorized by the Municipal Code, but also explicitly authorizes the City to record any penalties assessed as a lien against the property.

FISCAL IMPACT

Adopting the proposed Ordinance will have no direct fiscal impact. Costs related to staff review of balcony inspections are recovered through inspection fees.

ATTACHMENTS

A – Ordinance (including text amendments to Municipal Code)



CITY COUNCIL REPORT

7K

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARIA PICAZO, RECREATION MANAGER

**SUBJECT: AMENDING THE MASTER FEE SCHEDULE FOR THE RECREATION
DEPARTMENT YOUTH CENTER FEE**

RECOMMENDATION

It is recommended that the City Council approve a resolution approving changes to the City's Master Fee Schedule for the Recreation Department.

BACKGROUND

The City has a comprehensive Master Fee Schedule which regulates what fee can be charged for various City services and facilities. The Recreation Department has fees regulated by this Master Fee Schedule which includes Tiny Tots, Youth Center, Senior Center, Athletic Fields, Tennis Courts, Park and Facility Rentals. Over the past couple of years, the Youth Center has gone through a transition in the services it offers the community and the fees for such service. While new Youth Center Enrichment programs have been implemented, the Master Fee schedule has not been updated to reflect our current practices.

REVIEW AND ANALYSIS

Staff wants to ensure that all fees and services are updated on the Master Fee Schedule and is therefore recommending updating the fee schedule. Attachment B reflects the proposed changes. A summary of some of the changes are as follows:

- Updating of the Tiny Tots Summer, Winter and Fall program fees
- Update of Athletic/Park Fields rental fee
- Eliminating the School of Performing Arts fees (services are now under the Pinole Community Players)
- Eliminating the Youth Center After School fees and Adding the Enrichment Program Fees
- Updating the Senior Center Salon Services and fundraising event fees
- Updating the Facility rental fees

FISCAL IMPACT

There would be minor positive to no fiscal impact as the City is currently charging the fees.

ATTACHMENTS

- A Resolution
- B Proposed fee schedule changes

RESOLUTION NO. 2019 -XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AMENDING
THE RECREATION DEPARTMENT SECTION OF THE PINOLE MASTER FEE
SCHEDULE**

WHEREAS, the City has a comprehensive Master Fee Schedule which regulates what fee can be assessed for various City services and facilities; and

WHEREAS, upon evaluation of the Master Fee Schedule and current fees, staff noticed that the fees that are currently assessed in the Recreation Department and what was listed on the Master Fee Schedule were not consistent; and

WHEREAS, staff wants to ensure that all fees assessed and services are consistent with what is listed on the Master Fee Schedule, and is recommending that the Pinole Master Fee Schedule is updated to reflect the changes proposed in Exhibit B.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the amendment of the Master Fee Schedule specific to the Recreation Department as reflected in the attached Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 20th day of August, 2019 by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this August 20, 2019.

Heather Iopu, CMC
City Clerk

RECREATION DEPARTMENT

ATTACHMENT B

(R-2011-88/December 6, 2011, Amended R-2012-29/April 3, 2012 & R-2013-04/Feb 5, 2013, March 18, 2014)

Tiny Tots

M/W/F a.m.	Resident Monthly	\$252.00 .
	Non-resident Monthly	\$293.00
M/W/F p.m.	Resident Monthly	\$209.00
	Non-resident Monthly	\$244.00
T/Th	Resident Monthly	\$141.00
	Non-resident Monthly	\$162.00
Summer M/W/F a.m.	Resident (per 8 week session)	\$554.00
	Non-Resident (per 8 week session)	\$644.00
Summer T/Th a.m. .	Resident (per 8 week session)	\$460.00
	Non-Resident (per 8 week session)	\$536.00
Late Pick Up	Within 15 minutes After Grace Period	\$19.00
	Every 10 Minutes Thereafter	\$19.00
Late Payment	After the 7 th of the Month	\$12.00
	After the 15 th of the Month	\$36.00
Administrative	Membership Fee	\$45.00

Athletic Fields

Youth and Adult Leagues	Resident/Pinole Organizations-Hourly	\$14.00
	Non-Resident/Non-Pinole Org.—Hourly	\$21.00
Lighting Fee at Fernandez Park		\$11.00

Tennis Courts

Weekdays	Resident	\$5.00/hr/court
	Non-Resident	\$7.00/hr/court
Weekends and Holidays	Resident	\$7.00/hr/court
	Non-Resident	\$10.00/hr/court
Commercial Use—Instructor Fee		\$10.00/hr/court

Pinole Seals Swim Team

Annual Fee		\$7, 500
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Park Rentals

Fernandez Park BBQ Area-per 5 hour block	Resident	\$110.00
	Non-Resident	\$138.00
Gazebo-per day	Resident	\$250.00
	Non-resident	\$313.00
Inflatable Jumper Fee	Resident	\$50.00
	Non-resident	\$75.00
Pinole Valley Park BBQ Area-per 5 hour block per area	Resident	\$55.00
	Non-resident	\$83.00

Youth Center (amended 4-12-2012, R-2012-29 & 2-5-2013/R-2013-04, R-2014-12 (3/18/2014))

Summer Camp-Weekly	Resident	\$200.00
	Non-Resident	\$233.00
Leader In Training Program	Resident	\$100.00
	Non-Resident	\$120.00
Extended Hours *Camp Participants Only	Resident	\$38.00
	Non-Resident	\$44.00
School Break Camps	Resident	\$200.00
	Non-Resident	\$233.00

Drop-In Activities		Varies based on activity Add 10%to resident fee
Enrichment Sessions at Schools		Varies based on enrichment session and provider
Enrichment Sessions at PYC	Resident Non-Resident	Varies based on enrichment session and provider Add 10%to resident fee
Late Payment		\$14.00/week & increases \$10.00 each subsequent week
Late Pick Up		\$1.00/minute after 5-minute grace period
Days Off Care	Hours 8:30am – 6:00pm	
	Resident	\$48.00 day
	Non-Resident	\$53.00 day
	Extended Care (7:00-8:30 am)	\$30 day
Senior Center		
Drop-In Classes	Member Non-Member	\$1.00 to \$7.00 per class \$2.00 to \$7.00 per class
Lunch		\$.50 to \$7.00
Special Activities		\$3.00 to \$9.00
Special Luncheons		\$9.00
Salon Services		\$10.00 to \$50.00
	Shampoo/Set/Blow Dry	\$20.00
	Hair Cut and Blow Dry	\$20.00
	Hair Cut	\$10.00
	Shampoo and Set	\$10.00
	Color	\$30.00
	Perm	\$50.00
	Highlights	\$40 & up
Fundraiser Events		\$5.00 to \$55.00
	Monthly Social Dance	\$12.00
	Alcoholic Drinks	\$3.00
	Pancake Breakfast Fundraiser	\$8.00 Adult \$4.00 Child
Annual Membership		\$30.00
Travel		Varies based on trip cost
Classes		
Adult and Youth Classes	Resident	40% of Instructor Fee plus \$6.00 Processing fee
	Non-Resident	Add 10% to Resident fee
Community Events		
Booth Fees	For Profit Pinole Business	\$75.00
	For Profit-Non-Pinole Business	\$100.00
	Non-Profit	\$30.00
Senior Center Craft Faire		\$20.00-\$50.00

Facility Rental		
Non-Profit Rates Apply to 501(c)3 Nonprofits, Faith Organizations and Schools only		
Alcohol Permit		\$75.00
Certificate of Insurance Purchase		\$160.00
<i>Certificate required but may be provided by renter's insurance company at no cost</i>		
Alcohol Use Insurance		\$35.00
<i>Must be purchased in conjunction with Certificate of Insurance or provided by renter's insurance at no cost</i>		
City Holiday Rental Fee		10% Rental Fee
Senior Center Main Hall	Booking	\$50.00
100-250 Capacity	Deposit without alcohol permit	\$500.00
	Deposit with Alcohol Permit	\$750.00
	Table and Chair Setup	\$50.00
	Decoration/Clean Up Time (up to 2 hrs)	\$45.00
	Resident (5 hours)	\$625.00
	Non-resident (5 hours)	\$775.00
	Resident for each add'l hour	\$90.00
	Non-resident for each add'l hour	\$120.00
	Change of Date Fee	\$200.00
	Change of Date Fee (Less than 75 Days)	\$300.00
Senior Center Main Hall		
Non-Profit Rates	Booking	\$50.00
	Deposit	\$250.00
	Table and Chair Setup	\$50.00
	Decoration/Clean Up Time (up to 2 hrs)	\$45.00
	Pinole Organization (5 hours)	\$400.00
	Non-Pinole Organization (5 hours)	\$500.00
	Pinole Org. each add'l hour	\$50.00
	Non-Pinole Org. each add'l hour	\$70.00
Senior Center	Computer, Arts/Crafts & Board Room M-F 8:30am – 4:30pm	
	Non-Profit Organizations	\$35/rental Includes 2 hours \$15/hr after
	Private or Commercial Organizations	\$50/rental Includes 2 hours \$25/hr after
Deposit		\$40
Senior Center	Computer, Arts/Crafts & Board Room M-F 8:30am – 4:30pm	
	Non-Profit Organizations	\$55/rental Includes 2 hours \$20/hr after
	Private or Commercial Organizations	\$75/rental Includes 2 hours \$35/hr after
Deposit		\$40
Youth Center Main Area	Booking	\$50.00
120 Person Capacity	Deposit without alcohol permit	\$250.00
	Deposit with alcohol permit	\$500.00
	Resident (4 Hours)	\$250.00
	Non-Resident (4 Hours)	\$325.00
	Resident for Each Add'l hour	\$65.00
	Non-Resident for Each Add'l Hour	\$85.00
	Decoration Time (up to 2 hours)	\$45.00/hr
	Change of Date/Late Fee	\$75.00

Youth Center Meeting Room	Booking	\$50.00
40 Person Capacity	Deposit without alcohol permit	\$250.00
	Deposit with alcohol permit	\$500.00
	Resident (2 hours)	\$70.00
	Non-resident (2 hours)	\$100.00
	Resident for each add'l hour	\$35.00
	Non-resident for each add'l hour	\$50.00
	Decoration Time (up to 2 hours)	\$25.00/hr
	Change of Date/Late Fee	\$50.00
Youth Center Main Area	Booking	\$50.00
Non-Profit Rates (Weekends)	Deposit	\$250.00
	Pinole Organization (4 hours)	\$180.00
	Non-Pinole Organization (4 hours)	\$260.00
	Pinole Organization each add'l hour	\$40.00
	Non-Pinole Organization each add'l hour	\$60.00
	Decoration Time (up to 2 hours)	\$40.00/hr
Alex Clark Room	Security Deposit	\$150.00
50 Capacity	Pinole Organization	\$10.00/2 hr. mtg
Nonprofit meetings only	Non-Pinole Organization	\$25.00/2 hr. mtg
	Key Replacement Fee	\$50.00

Memorial Hall/Pinole Community Playhouse

Pinole Community Players	Annual Fee	\$5,000.00
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CITY COUNCIL REPORT

9A

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

COPY: MICHELLE FITZER, CITY MANAGER

FROM: ERIC S. CASH, CITY ATTORNEY

**SUBJECT: DISCUSSION REGARDING PROPOSED FY 2019-20 MUNICIPAL
CODE UPDATES AND PRIORITIZATION FOR UPDATING
SPECIFIC SECTIONS**

RECOMMENDATION

The City Attorney seeks direction from the City Council regarding the prioritization of proposed updates to the City's Municipal Code.

BACKGROUND

In 2016, the City Council authorized and directed the City Attorney to begin the process of routinely updating the City's Municipal Code. This update has taken place in multiple phases, with the City Council selecting a set of specific updates to occur in each year. In addition, the City Council created an ad-hoc Municipal Code Update Subcommittee to provide feedback and guidance to the City Attorney on proposed changes during this process. Mayor Murray and Councilmember Martinez-Rubin currently serve as the City Council representatives on the Subcommittee.

In addition to drafting ordinances to implement the updates selected by the City Council, the Municipal Code update process has also involved drafting ordinances to address unforeseen issues that nevertheless require legislative action by the City Council. For example, following the passage of a Federal Communications Commission Order which created restrictions on local agencies' ability to regulate small cell wireless facilities we adopted an ordinance maximizing the local control the City could assert on the approval process for small cell wireless facilities and the use of City owned property for small cell wireless facilities.

Some of the major changes to the Municipal Code that have resulted from the Municipal Code update process include: mandating installation of trash capture devices, banning the sale or use of Styrofoam products, adopting a noise regulation ordinance, mandating balcony inspections, regulating commercial marijuana sales,

regulating small cell wireless facilities, and creating a new process for appealing Planning Commission actions and administrative decisions.

DISCUSSION

The City Attorney is seeking guidance from the City Council regarding the next phase of the Municipal Code update process. Attachment A is an overview of three categories of proposed Municipal Code updates: (1) previously approved updates; (2) proposed long range future updates; and (3) minor updates. The first category of updates are those previously approved by the City Council as either a future agenda item, or prior approval of the scope of work for the Municipal Code Update Subcommittee. The second category of updates are those that have been previously discussed by the City Council, but not prioritized or scheduled for action. The third category of updates are minor updates that are more clean up items, and non-substantive.

More information regarding the basis for each proposed update is also provided for in Attachment A. Each proposed update also includes an estimated budget. The majority of these costs are for City Attorney time, but publication costs are also included. These budget numbers are only estimates, and the exact costs could differ depending on various factors, such as whether the Council or Subcommittee request revisions to proposed ordinances. Furthermore, the amount of time to complete the proposed updates will vary depending on which are selected, but Staff anticipates spreading the updates over FY 19/20 and FY 20/21.

The existing list of approved Municipal Code updates provides a significant amount of work for the upcoming fiscal year and is within the proposed annual budget for these updates. Staff recommends the City Council proceed with the list of approved updates and defer the remaining updates to the Municipal Code Update Subcommittee for prioritization.

FISCAL IMPACT

Approval of the next phase of the Municipal Code update will have a fiscal impact. The main cost will be City Attorney time, but there will be other miscellaneous costs as well, such publication costs for the new ordinances. The exact amount of the fiscal impact will depend on which items the City Council chooses to include in the next phase of the Municipal Code update. The City Council approved a budget allocation of \$35,000 this year for potential Municipal Code updates.

ATTACHMENT

A Spreadsheet Reflecting Municipal Code Updates And Changes

ATTACHMENT A

ATTACHMENT A
Municipal Code Updates

PREVIOUSLY APPROVED UPDATES			
Municipal Code Section	Section Name	Proposed Change	Budget
*9.28 & 9.30 First Reading scheduled for September 3, 2019	Tobacco and Tobacco Products	Update code to expand definition of e-cigarettes to reflect changes in technology and adopt additional restrictions aimed at preventing teen smoking, such as restrictions on flavored tobacco.	\$4,000
10.40 Council level discussion scheduled for September 3, 2019	No Parking Areas – Restriction on Oversized Vehicle Parking	Update Code and related restrictions on the parking of large or oversized vehicles on City streets and within safe distance of intersection.	\$5,000
New Section Discussed in Subcommittee and scheduled for follow up discussion.	Street Vendors	Adopt ordinance regulating street vendors in response to new State law SB 946.	\$4,000
New Section	Historic Preservation	Adopt an ordinance designating areas of city (old town), or specific buildings, historic.	\$5,000
8.24 & 8.25	Community Preservation & Administrative Citations and Penalties	Reorganize and streamline current provisions governing administrative citations and code enforcement to maximize ease of use by staff and any third party administrator hired by City. Budget may increase if Zoning Code amended	\$4,000

		as Planning Commission approval is required.	
PROPOSED LONG RANGE FUTURE UPDATES			
The following updates are additional changes that are either required, or suggested, in order to either bring the Municipal Code into compliance with current law and/or implement a best practice.			\$4,000
5.16.010	Business License Tax Update	<p>Update, streamline and potentially increase the existing business license tax and methodology for calculation to better reflect actual costs and impacts.</p> <p>If any of the updates result in an increase or expansion of the tax, that update would require voter approval. The above estimate does not include any costs related to placing a measure on the ballot.</p>	
17.28	Signs	There have been recent updates in the law related to signs, in particular, election or politically related yard signs and advertising signs. This update would amend the Code to comply with changes in the law.	
16	Subdivisions	The City's Subdivision Ordinance was adopted in 1955. Since that time there have been numerous changes in state law. This update would incorporate important changes in state law, as well as current best practices.	
17.14	Nonconforming Uses	<p>This section currently addresses whether a nonconforming use may be rebuilt if it is partially destroyed. The update would amend the Code to address whether reconstruction is allowed if complete destruction occurs.</p> <p>In addition, this update could address other disaster preparedness issues, such as establishing when emergency powers may be used and the scope of such powers.</p>	

MINOR UPDATES

The following updates are a partial sample of the various minor changes that are required in the Municipal Code in order to bring the Code into compliance with current law and practice.		\$1,500
1.04	General Provisions	Update citation to reflect Government Code Section 34502 which is the proper statutory citation for this section.
1.05.010	Date of Municipal Elections	Update citation to reflect Election Code Sections 1000 – 1003 which is the proper statutory citation for this section.
3.26.180	Repeal of Chapter.	This section of the Municipal Code was repealed and should be deleted.
5.16.100	Auctioneer.	State law prohibits imposition of a fee for auctioneers of real estate, and this section may need to be updated to comply with existing State law.
5.24.020	Rate Adjustment.	Delete obsolete reference to 1976 tax period.
Title 8	Health and Safety	Remove inaccurate reference to Health and Safety Code section 500.
8.08.010	Definitions.	Change the statutory reference from Government Code to California Public Resources Code sections 40100 – 40201 which is the proper statutory citation for this section.
8.20.010	Intent and Purpose.	Add codified section “33 USC 1251 et seq.” to the reference to the Federal Clean Water Act.
10.40.240	Private Parking Facilities Open to the Public.	Remove inaccurate reference to Vehicle Code section 22350.

10.52.010	Railroad crossing – Blocking.	The federal Railway Safety Act preempts municipal train speed and railroad obstruction ordinances, thus this section should be removed.
10.64.060	Abandoned Bicycles.	Correct the statutory reference to comply with existing law.
13.05.010	Purpose and Policy	Add codified section “33 USC 1251 et seq.” to the reference to the Federal Clean Water Act.
13.05.350	Enforcement – Criminal Action.	Reduce the prison sentence from 1 year to six months to comply with existing law.
13.16	Underground Utilities.	Correct citation to the Streets and Highway Code to reflect section 5896.1 et seq. which is the proper statutory citation for this section.



CITY COUNCIL REPORT

9B

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

**SUBJECT: CONSIDER A RESOLUTION APPROVING THE FIFTH AMENDMENT
AND RESTATEMENT OF THE JOINT EXERCISE OF POWERS
AGREEMENT (JEPA) OF THE WEST CONTRA COSTA
INTEGRATED WASTE MANAGEMENT AUTHORITY**

RECOMMENDATION

It is recommended that the City Council consider a resolution approving the Fifth Amendment and Restatement of the Joint Exercise of Powers Agreement (JEPA) of the West Contra Costa Integrated Waste Management Authority.

BACKGROUND

WCCIWMA is a Joint Powers Authority formed in 1991, made up of the cities of Pinole, Hercules, San Pablo, El Cerrito, and Richmond whose primary tasks are Post-Collection Agreement oversight, compliance with State regulatory requirements regarding diversion of solid waste, recycling, and household hazardous waste (HHW), and related programs in support of said diversion. Contra Costa County is also a participant in some aspects of the Authority, but is not a voting member agency.

Since around 2015 the WCCIWMA Board and respective City staff have been working on updating the governing document for the Authority – the JEPA. The last update was in 2011. There have been several issues that have caused the discussions to go on for so long. However, since July 2017 the City Managers have been working with WCCIWMA staff to develop a framework for core services of the Authority and amendments to the governance structure. In December 2017 the City Managers jointly presented preliminary recommendations, which were finalized and approved by the WCCIWMA Board in January 2018. A key component to the recommendations was Board voting to reflect one (1) voting representative per member agency. To address the concerns of Richmond relative to this equal voting and the impacts on financial decisions, the City Managers agreed to unanimous vote requirements for several items including rate setting. To also address a Richmond interest, the withdrawal procedures were significantly simplified.

The details of the JEPA update efforts through February 2019 were outlined in the Council's report on March 5, 2019, a copy of which is attached as Attachment B.

Since that report, the City Managers and the WCCIWMA Executive Director met again on April 22nd and June 24th. The discussion included whether member agencies were now comfortable with the City of Richmond retaining their three votes, considering that all financial and non-core service decisions require a unanimous vote of the Board, thereby creating a veto power for each voting member and agency. There was some consideration of that position.

Mr. Hakes shared that the JEPA as currently written does not provide for a majority vote of the WCCIWMA Board and unanimous vote of the member agencies governing bodies to amend the JEPA document, as was originally thought. The requirement is a majority of the Board and the governing bodies representing a majority of the members. So currently to amend the JEPA requires four (4) votes of the Board and three (3) votes of the member agencies.

The WCCIWMA Board approved the attached Amended and Restated JEPA on a 6-1 vote (San Pablo dissented) on July 18, 2019.

REVIEW AND ANALYSIS

Although it is very frustrating that a negotiated agreement was not adhered to, given the fact that all financial and non-core services will require a unanimous vote of the WCCIWMA Board under the new JEPA, staff is much more comfortable with Richmond retaining their three votes. As stated above, as written each agency has veto power which basically makes the additional votes for the City of Richmond moot.

The key aspects of the revised JEPA are:

- **Unanimous Voting:** Required on all actions that have a financial impact, including setting rates and assessing fees, modifying reserves, establishing an Operating Fund to be paid by the member agencies or other sources, and disposition of assets at dissolution of the Authority.
- **Core Services Defined:** The Core Services of WCCIWMA/Recycle More have been clearly delineated in Section 2 of the JEPA. Those include: Ensuring Member Agencies are in Compliance with State Laws; Management of the Post-Collection Recycling and Disposal Services Contract; Household Hazardous Waste (HHW) Programs; Community Outreach and Education; and Legislative Updates. Defining the Core Services now lays the foundation for ensuring neither any member agency nor staff has the ability to “scope creep” and expand the services of the Authority without approval of the Board. This also ensures that the fees provided to WCCIWMA are only spent on those services identified as priorities to the member agencies. Non-Core Services may only be added by unanimous vote of the Board.

- Withdrawal Procedure Simplified: 180 day Notice of Withdrawal by Resolution of the Governing Body; Authority budget to be modified to reflect the withdrawal; Pro-rata share of future liabilities of the withdrawing member calculated and due to the Authority; Excess reserves calculated, per the Reserve Policy, and disbursed to the withdrawing agency.
- Future JEPA Amendments Require Unanimous Vote of Member Agency Governing Bodies.

At this time it is recommended that the City Council consider approving the Fifth Amendment and Restatement of the Joint Exercise of Powers Agreement of the West Contra Costa Integrated Waste Management Authority, Approved by the WCCIWMA Board on July 18, 2019. A resolution provided by WCCIWMA staff and legal counsel is attached should Council wish to approve the JEPA.

FISCAL IMPACT

There is no direct fiscal impact at this time. Should any of the WCCIWMA member agencies leave there could be a negative impact to the ratepayers of the remaining jurisdictions.

ATTACHMENTS

- A Resolution, with the Fifth Amendment and Restatement of the Joint Exercise of Powers Agreement of the West Contra Costa Integrated Waste Management Authority, Approved by the WCCIWMA Board on July 18, 2019 attached as Exhibit A
- B March 5, 2019 Council Status Update Report on WCCIWMA JEPA Update

RESOLUTION NO- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE FIFTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“the Authority”) is a joint powers authority organized pursuant to the Joint Exercise of Powers Act, Government Code section 6500 *et seq.* and the California Integrated Waste Management Act of 1989 at California Public Resources Code section 40000 *et seq.* (“the Act”); and

WHEREAS, the membership of the Authority is comprised of the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (collectively, the “Members”); and

WHEREAS, the Authority was formed in 1991 and the Joint Exercise of Powers Agreement that created Authority (the “JEPA Agreement”) was last amended in 2011; and

WHEREAS, pursuant to the JEPA Agreement, the Members formed the Authority to: (i) form a regional agency for reporting purposes under the Act; (ii) implement regional waste reduction and recycling diversion programs; (iii) increase the diversion of waste from disposal facilities; and (iv) develop an integrated resource recovery facility (“IRRF”); and

WHEREAS, the Authority has recognized the need to update and revise the JEPA Agreement, namely, because the prior iterations of the JEPA Agreement addressed IRRF bonds, development and operation, and the Authority’s involvement with these activities has now concluded, therefore, the JEPA required amendment to remove provisions relating to those matters; and

WHEREAS, the Authority continues to operate as a regional agency and to manage the post-collection processing and disposal activities of the Members, thus, the updated and revised JEPA Agreement is consistent with those activities and provides a structure for the Authority to both meet new legislative mandates and provide the necessary flexibility to address Members’ needs post 2024; and

WHEREAS, Mayor Pete Murray currently serves on the Board of Directors as the City’s representative; and

WHEREAS, Members through their Councilperson representative, as well as through their City Attorneys and their City Managers, have had multiple opportunities to review and contribute to the revised JEPA Agreement; and

WHEREAS, the City desires to continue its participation in the Authority; and

WHEREAS, pursuant to Section 19.1 of the current iteration of the JEPA Agreement, it can only be amended if it is approved by a majority of the Members’ representing a majority of the Board of Directors’ seats.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby resolve, declare, determine and order as follows:

Section 1. The foregoing recitals are true, correct, and incorporated herein by reference.

Section 2. The City Council does hereby authorize the Mayor to execute the Fifth Amended and Restated Joint Exercise of Powers Agreement, subject to approval as to form by the City Attorney, which is attached as Exhibit A to this Resolution and to take any other action consistent with the intent of this Resolution.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of August, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day of August, 2019.

Heather Iopu, CMC
City Clerk

**FIFTH AMENDMENT AND RESTATEMENT
JOINT EXERCISE OF POWERS AGREEMENT
OF THE WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY**

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**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into as of _____, 2019, and is by and among the CITY OF EL CERRITO (“El Cerrito”), a municipal corporation and charter city, the CITY OF HERCULES, a municipal corporation, the CITY OF PINOLE, a municipal corporation, the CITY OF RICHMOND, a municipal corporation and charter city, and the CITY OF SAN PABLO, a municipal corporation hereinafter referred to individually as “Member” and collectively as “Members.” This Agreement amends and restates the Joint Powers Agreement dated April 2, 1991, as amended by Amendment No. 1 dated November 14, 1991, Amendment and Restatement No. 2 dated December 21, 1993, Amendment and Restatement No. 3 dated March 6, 1995, and Amendment No. 4 on March 10, 2011 (together, the “Original Agreement”), and restates in full the provisions of the Original Agreement, except as amended herein, without affecting the ongoing existence of the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (“Authority”).

RECITALS

A. California Government Code section 6500 *et seq.* (“Law”) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein;

B. The State of California has enacted the California Integrated Waste Management Act of 1989 at California Public Resources Code section 40000 *et seq.* (“Act”) mandating that municipalities divert material from landfills and promulgating regulations promoting material reuse and recycling.

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C. Pursuant to this authority, the Members entered into the Original Agreement to establish and confer upon a separate legal entity the powers necessary to: (i) form a Regional Agency to report as a single entity the annual regional compliance with the Act's reporting requirements; (ii) implement regional waste reduction and recycling diversion programs; (iii) to increase the diversion of waste from disposal facilities; and (iv) develop an integrated resource recovery facility ("IRRF") to achieve the Members' waste diversion goals, to comply with the Act, and to arrange for processing of and disposal of remaining waste.

D. The County and the Authority entered into a contract on May 25, 1993 ("Authority-County Contract") in order to facilitate development of an integrated resource recovery facility ("IRRF") to be partially located in the unincorporated area of the County, provide for the continued disposal of waste generated in the unincorporated areas of the County encompassed by the District, divert such waste through the use of an IRRF and provide for regulation of the IRRF.

E. Pursuant to the Agreement, the County appointed an ex-officio non-voting Director to the Authority's Board of Directors, the Authority approved IRRF bonds, an IRRF was developed and the bonds were repaid.

F. The Members recognize that many Authority activities are based upon the waste tonnage generated by the Members and that the City of Richmond generates a substantially greater amount of tonnage in all categories of waste than other Members. Therefore, although Authority programs are available to all Members regardless of the waste tonnage generated by a particular Member, the Members commit to make a good faith effort to provide Richmond with funding, materials and services commensurate with its contribution to the Authority's budget.

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G. Prior to 2014, the iterations of the Original Agreement addressed IRRF bonds and development including the contract with West County Resource Recovery Inc. for IRRF operation and administration. The Authority's involvement with these activities has now concluded. Nonetheless, the Authority continues to operate as a Regional Agency and to manage the post-collection processing and disposal activities of the Members. This Agreement is intended to be consistent with those activities and is further intended to provide a structure for the Authority to both meet new legislative mandates and provide the necessary flexibility to address Members' needs post 2024.

H. The Members further intend that this Agreement reflect the changes that have occurred since the execution of the Third Amendment Restatement in 1995, to exercise their respective powers jointly and to exercise such additional powers as are available to the Authority under the Law for the purpose of achieving their waste diversion goals and complying with the Act.

ACCORDINGLY, THE MEMBERS HEREBY AGREE AS FOLLOWS:

SECTION 1. Definitions. The terms defined in this Section have the following meanings:

1.1. Act. "Act" means the California Integrated Waste Management Act of 1989, California Public Resources Code sections 40000 *et seq.*) and all regulations adopted under that legislation, and the subsequent legislation and regulations provided for in Division 30 of the Public Resources Code *et seq.*, as amended from time to time.

1.2. Agreement. "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, including the Fifth Amendment to and Restatement of the West Contra Costa Integrated Waste Management Authority Joint Exercise of Powers Agreement.

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1.3. Alternate Director. “Alternate Director” means the person(s) appointed by each Member who is authorized to represent the Member at a Board meeting in the absence of the Member’s Director.

1.4. Approved Facilities. “Approved Facilities” means a solid waste management facility or facilities, such as a MRF, transfer station, composting or other type of processing facility, designated from time to time by the Authority to receive some or all Directed Waste and Materials.

1.5. Approved Rates. “Approved Rates” means the rates or charges authorized by the Authority from time to time to be paid at the Approved Facilities for Directed Waste and Materials received at the Approved Facility to pay for operational costs and other obligations of the Authority.

1.6. Authority. “Authority” means the West Contra Costa Integrated Waste Management Authority, a joint exercise of powers Agency created by the Members pursuant to the Agreement.

1.7. Board. “Board” means the Board of Directors of the Authority.

1.8. City. “City” means any Member that is a city; “Cities” means all Members that are cities.

1.9. Contractor. “Contractor” means “Contractor” as defined in the PCA or the PCAs as the context may require.

1.10. Core Services. “Core Services” means any service, program or project the Authority is expected to perform through the termination of the current Post Collection Agreement and potentially thereafter listed in Section 2 herein.

1.11. County. “County” means Contra Costa County, California.

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1.12. Directed Waste and Materials. “Directed Waste and Materials” means materials collected pursuant to a Franchise Agreement, or collected by a Member pursuant to any other agreement between a Member and other party and directed by the Authority to be delivered to an Approved Facilities.

1.13. Director. “Director” means the elected person that is appointed by a Member to represent that Member on the Board. For the purposes of voting and quorum, the term “Director” shall be read to also include an “Alternate Director” when such person is seated on the Board as the representative of the Member at a Board meeting.

1.14. El Cerrito Recycling Services. “El Cerrito Recycling Services” means both the collection of Recyclable Materials at the El Cerrito Recycling and Environmental Resource Center and the collection of Recyclable Materials through or by El Cerrito whether directly or by contract.

1.15. Executive Director. “Executive Director” means the person hired or appointed by the Board as the Authority’s Executive Director to administer the affairs of the Authority and to effect the policies of the Board or his or her designee.

1.16. Facility. “Facility” means a facility or facilities for the transfer, processing, diversion or removal of portions of Solid Waste prior to disposal, owned either by one or more of the Members directly or by a private entity.

1.17. Fiscal Year. “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.18. Franchise Agreement. “Franchise Agreement” means an agreement between a Member and a third party that provides for the collection of Solid Waste, and related services, or if additional specific authorization is provided to the Authority for a particular Member’s solid

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waste collection activities, an agreement between the Authority and a third party that provides for collection of Solid Waste and related services.

1.19. Hazardous Materials or Hazardous Waste. “Hazardous Materials” or “Hazardous Waste” means materials that, by reason of their quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged; or any waste which is defined and/or regulated as a Hazardous Waste, toxic waste, hazardous chemical substance or mixture, or asbestos under any applicable local, state or federal law or regulation, or:

(a) “Hazardous Waste” pursuant to section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with section 25800) of Division 20 of the California Health & Safety Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by sections 25110.02, 25115, and 25117 of the California Health & Safety Code (California Hazardous Waste Control Act), California Health & Safety Code section 25100 *et seq.* including 23 CCR sections 2521 and 2522;

(b) Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 *et seq.* as amended (including amendments thereto made by the Solid Waste Disposal Act Amendments of 1980);

(c) Materials regulated under the Toxic Substances Control Act, 15 U.S.C. section 2601 *et seq.*, as amended, and related federal, state and local laws and regulations, including the California Hazardous Substances Account Act, California Health & Safety Code section 25300, *et seq.*;

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(d) Materials regulated under the Comprehensive Environmental Response, Compensations and Liability Act, 42 U.S.C. section 9601, *et seq.*;

(e) Materials regulated under any future or additional or substitute federal, state or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; or

(f) If two (2) or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of “hazardous waste” for purposes of collection, transportation, processing and/or disposal, the broader, more restrictive definition is employed for the purposes of this Agreement.

1.20. Household Hazardous Waste (HHW). “Household Hazardous Waste” or “HHW” means Hazardous Waste generated incidental to owning or maintaining a place of residence. HHW does not include waste generated in the course of operating a business activity at a residence.

1.21. Law. “Law” means the Joint Exercise of Powers Act, Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code sections 6500, *et seq.*) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.22. Member. “Member” means any of the Member agency signatories to this Agreement and “Members” means all of the Member agency signatories to this Agreement.

1.23. MRF. “MRF” means a materials recovery facility, including lands on which such facility is located, for receiving, processing, recycling and transportation or transfer of Solid Waste for processing, recovery or diversion, or any combination thereof.

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1.24. Non-Core Service. “Non-Core Service” means any service, program or project which is not listed as Core Services and not included in Section 2 herein.

1.25. Non-Disposal Facility Element (NDFE) “Non-Disposal Facility Element” or “NDFE” means the non-disposal facility element required to be prepared pursuant to the Act and as that element may be amended from time to time.

1.26. Post Collection Agreement (PCA). “Post Collection Agreement” or “PCA” means the Agreement entered into between the Authority and West County Resources Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. and Keller Canyon Landfill Company for post collection recycling and disposal services dated October 10, 2013, including any amendments or successor agreements thereto. Post Collection Agreement as used herein shall also refer to any subsequent agreements between the Authority and a solid waste enterprise or enterprises for post collection services as approved by Members.

1.27. Post Collection Agreements (PCAs). “Post Collection Agreements” or “PCAs” means, collectively, (a) the Post Collection Agreement and (b) the agreement between the City of El Cerrito and West County Resources Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. and Keller Canyon Landfill Company for post collection recycling and disposal services effective January 1, 2014 or any successor agreement between El Cerrito and a solid waste enterprise or enterprises for post collection services.

1.28. Recyclable Materials. “Recyclable Materials” means materials that can be reused, or remanufactured or processed for one or more forms of reuse.

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1.29. Solid Waste. “Solid Waste” means and includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes; Recyclable Materials; discarded home and industrial appliances; manure; vegetable or animal solid and semisolid wastes; and other discarded solid and semisolid wastes, as defined in California Public Resources Code section 40191, as that section may be amended from time to time and as may be limited by applicable law. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste, low-level radioactive waste, or medical waste.

1.30. Source Reduction and Recycling Element (SRRE). “Source Reduction and Recycling Element” or “SRRE” means a source reduction and recycling element required by the Act, as that element may be amended from time to time.

SECTION 2. Purpose.

This Agreement is entered into pursuant to the Act for the purpose of the Members maintaining an existing Regional Agency to collectively regulate post-collection services and combine disposal and diversion of Solid Waste for determining compliance with the Act and (i) plan, study, recommend and have the authority to implement proper solid waste management activities and programs consistent with the Act, (ii) to enable it to report and track programs under the Act on a regional basis, (iii) address future diversion mandates, to allow for efficient operation of diversion programs on a region-wide basis, and (iv) to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, to comply with the provisions of the Act and other laws. These

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common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. The Members are also empowered to acquire, construct, finance, refinance, maintain, operate and regulate Facilities and the Authority may undertake such activities subject to authorization by the Members' legislative bodies as set forth herein.

2.1. Core Services. Although the Authority may undertake additional Non-Core Service activities subject to unanimous vote of the Board as set forth herein, the Members desire to identify the following Core Services the Authority is expected to perform through the termination of the current Post Collection Agreement, and potentially thereafter:

(a) Ensure that the Post Collection Agreement ("PCA") terms are being met by the Contractor as that term is defined in the PCA, including, but not limited to:

(1) Track and confirm expected diversion rates at the approved organic materials, dry materials, construction and demolition, and recyclable materials processing facilities;

(2) Track and confirm contracted level of service at the transfer station and other post-collection facilities and by the household hazardous waste program;

(3) Track and confirm expected level of service for education and outreach services for schools, including West Contra Costa Unified School District ("WCCUSD"), in the Authority's service area;

(4) Track and confirm compliance with applicable law, permits, Facility requirements and best management practices, including proper records management, provision of insurance and similar requirements; and

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(5) Track and confirm all recycling and diversion programs performed by Contractor pursuant to the PCA.

(b) Validate post collection rates to ensure accuracy, reasonableness and consistency with the methodology formula described in Exhibit B.

(c) Validate the accuracy of information stated in quarterly, annual, and other reports submitted by the Contractor to the Authority.

(d) Seek to reduce costs to Members in future post collection solid waste activities and agreements.

(e) Seek to increase the benefits to Members in future post collection solid waste activities and agreements.

(f) Negotiate the lowest possible rates for Members and customers.

(g) Monitor and coordinate compliance with the Act, Assembly Bill 1826 (2014), Assembly Bill 341 (2011), Senate Bill 1383 (2016), and other State solid waste related legislation and regulatory requirements

(1) Collect and submit information from Members to update Electronic Annual Report (EAR) and update and upload other required reports;

(2) Report annual waste and diversion tonnages to the Board and Members;

(3) Maintain and update regional SRRE, NDFE and Household Hazardous Waste Element (HHWE);

(4) Coordinate and assist WCCUSD Source Reduction and Recycling Compliance; and

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(5) Coordinate with CalRecycle staff to schedule on-site Member meetings.

(h) Operate Household Hazardous Waste Programs (“HHWP”), including the following:

- (1) Act as the HHWP public agency permittee;
- (2) Determine desired level of service after consultation with Members and communicate desired levels to all HHWP contractors;
- (3) Manage HHW budget and monitor Contractor’s HHW costs for consistency with the approved budget;
- (4) Manage contract for HHW Facility and any satellite or mobile events;
- (5) Confirm and report that expected levels of service are being maintained;
- (6) Monitor Contractor’s compliance with applicable law, permits and best management practices, including proper reporting, records management and retention, provision of insurance and similar requirements;
- (7) Operate a motor oil recycling program, design and distribute all related public information in English and Spanish, ensure compliance and coordinate events; and
- (8) Implement and oversee a pharmaceutical collection and disposal program and battery recycling program, design and distribute all related public information in English and Spanish, ensure compliance and coordinate events.

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(i) Administration and oversight of day to day Authority operations including providing support services to the Board as well as providing human resources, information technology and financial services to the Authority and its staff.

(j) Conduct public outreach and education within existing budgeted funding and staffing levels beyond existing Contractor efforts including:

(1) Outreach and education regarding HHW, pharmaceutical collection and disposal program, and battery recycling program; and

(2) Multi-family and commercial recycling and organics outreach and education ensuring that El Cerrito shall equally benefit from such Authority efforts.

(k) Monitor and analyze relevant legislation within existing budgeted funding and staffing levels including:

(1) Provide timely updates and recommendations to the Board on proposed legislation that will likely affect local government solid waste and diversion programs;

(2) Provide analysis to enable the Board to take actions to support or oppose proposed legislation;

(3) Submit comments on the proposed legislation to the lead agency creating the legislation; and

(4) Coordinate with Members in interpreting and implementing new laws and regulations, ensuring that all Members shall equally benefit from such Authority efforts.

2.2. Future Services. In the future and post 2025, the Authority may continue to provide the Core Services or other such services as Members request, consistent with the powers set forth herein, and such authority and responsibility shall be subject to further delegation or

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authorization of the Members. Upon delegation or authorization, the Authority may continue to provide Core Services, a portion of Core Services, or other services, including, but not limited to potential procurement and negotiations of future post collection agreements.

2.3. Non-Core Services. Non-Core Service shall be approved by a unanimous vote of the Board.

SECTION 3. Creation of Authority.

3.1. Pursuant to the Law, the Members created and established the Authority in 1991 as a public entity separate from each of the Members.

3.2. The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members, to the fullest extent allowed by Government Code section 6508.1 and other applicable law. However, if Member liability exists, a Member shall be liable even if its representative did not vote in favor of the action that created the liability, except as specified in Section 5.4. Nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of the Authority, provided that both the Board and that Member agency approve such contract or assumption.

SECTION 4. Term. The Authority has become effective as of April 1, 1991. It shall continue until terminated or dissolved by a vote taken in accordance with Section 16 of this Agreement.

SECTION 5. Powers.

5.1. The Authority shall have the power to plan, study and recommend proper solid waste management consistent with the Act and, if and to the extent permitted by the Act, to

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adopt and implement an SRRE for all or any portion of the area included within the Authority's boundary.

5.2. The Authority is empowered to prepare, revise, approve and submit a Regional Integrated Waste Management Plan pursuant to the Act to the California Environmental Protection Agency, Department of Resources Recycling and Recovery ("CalRecycle") in lieu of preparation, approval, and submittal of individual SRREs, HHWEs and NDFEs by individual Members, to specify in said Regional Integrated Waste Management Plan programs to be implemented by any or all Members and the Authority, and to implement programs specified in said Regional Integrated Waste Management Plan for implementation by the Authority, and in the event the Authority exercises such power, instead of the individual Members, it shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of the Act following approval of a Regional Member Integrated Waste Management Plan by the California Integrated Waste Management Board.

5.3. To the full extent permitted by applicable Law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of the following powers that each Member could exercise separately:

- (a) To make and enter into contracts, including contracts with any Member;
- (b) To apply for and accept grants, gifts, donations, loans, advances and contributions;
- (c) To employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) To make plans and conduct studies;
- (e) To acquire, improve, hold, lease and dispose of real and personal property;

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- (f) To sue and be sued in its own name;
- (g) To incur and discharge debts, liabilities and obligations;
- (h) To establish or approve Approved Rates;
- (i) To hire, manage and fire agents and employees;
- (j) To require that the Members direct all of the Directed Waste generated

and collected within their respective boundaries (or specified portions or specified types of such Wastes and Materials) to the Approved Facility until December 31, 2024, and potentially thereafter as the case may be; however, that the Authority is not empowered to require El Cerrito to so direct any Solid Waste collected by its collector or collected as part of El Cerrito Recycling Services unless El Cerrito so consents;

(k) To require each Member other than El Cerrito to include some or all of the Approved Rates paid to the owner or operator of the Approved Facilities in connection with the waste stream of that Member directed to the Approved Facilities, to be “passed through” to or collected from the ratepayers within the boundaries of that Member;

(l) Subject to a unanimous vote of the Board, to require each Member to (i) include fees which may be imposed from time to time by the Authority and to be collected from the ratepayers within the boundaries of that Member which fees are determined by the Authority in its sole discretion as being necessary for a period of time to pay continuing expenses of the Authority under circumstances where the revenue received from the Approved Rates is not available or inadequate ; and (ii) provide for payment of such fees collected to the Authority or a party designated by the Authority without reduction, limitation, offset or adjustment and to require that the Member take such action to direct the collection of such fees in a timely manner;

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(m) Subject to a unanimous vote of the Board, to require a Member to (i) include amounts determined by Authority as necessary to provide for the planning and implementation activities of the Authority, to pay other costs and obligations of the Authority to be “passed through” to or collected from ratepayers within the boundaries of that Member regardless of how that Member collects fees; and (ii) provide for payment of amounts to the Authority, in the event that such amounts are not paid to the owner or operator of the Approved Facility, and to require that the Member take such action to direct payment of its portion of funding otherwise provided for in said Approved Rates in a timely manner;

(n) To determine the type, extent and manner of processing of Solid Waste necessary for the Members to comply with the diversion requirement of the Act and to arrange for said processing through implementation or modification of an Approved Facility, or through use of other facilities;

(o) To implement the Regional Integrated Waste Management Plan and upon approval of such plan to require Members to implement the Regional Integrated Waste Management Plan; and

(p) To educate the public as to Solid Waste, diversion and recycling matters.

5.4. To the full extent permitted by applicable law, the Authority is authorized, in its own name, to exercise the following powers that each Member could exercise separately, subject to additional prior written authorization by the affected Member’s legislative body:

(a) To enter into new regional agreements binding on its Members;

(b) To acquire, construct, finance, refinance, operate, regulate and maintain Facilities or contract with a private entity to do the same, subject, however, to the conditions and restrictions contained in this Agreement, including the following:

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(1) Prior to any substantial Authority involvement in the planning for such a facility, the Facility shall be conceptually approved by the Board.

(2) Following such initial approval, each Member's governing body shall determine whether or not it will participate in the Facility. All costs associated with the Facility shall be borne exclusively by the participating Members.

(3) Nonparticipating members will not be entitled to use the Facilities. Subject to a unanimous vote of the participating members, a nonparticipating Member may become a participating member on such terms as may be determined by the Board.

(4) Both the Board and the governing body of the jurisdiction in which the Facility would be located (the "Host") must approve the Facility prior to its construction or acquisition.

(5) The Authority shall not exercise the power of eminent domain in order to acquire real and personal property necessary and convenient to the development of a Facility, but it may request that the Host acquire such property.

(c) To issue revenue bonds, notes, certificates of participation, or any other instrument evidencing indebtedness, from time to time, in accordance with all applicable laws, for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation, modification, or maintenance of Facilities;

(d) To enter into agreements to regulate or operate a Facility;

(e) To lease Facilities;

(f) To enter into regional post collection processing or franchise agreements for the period beginning in 2025 or later;

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(g) To adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement; and

(h) To require that the Members direct all of the Solid Wastes generated and collected within their respective boundaries (or specified portions or specified types of such Directed Wastes and Materials) to the Approved Facility for the period beginning in 2025 or later.

5.5. The powers specified in this Section 5 shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. The Members do not specifically delegate any additional powers to the Authority without the express authorization of each Member's governing body. Nothing in this Section shall prevent the Authority from providing additional services to Members pursuant to an agreement or agreements between or among the Authority and a Member or Members, in which the Member or Members agree(s) to compensate the Authority for the provision of such services.

5.6. The Authority hereby designates San Pablo, a general law city, as the Member required to be designated by section 6509 of the California Government Code.

5.7. Although the Authority has not entered into Franchise Agreements to date, nothing in this Agreement prevents it from so doing. However, if the Authority wished to enter into Franchise Agreements in the future, the Board would have to authorize it to exercise such authority and it shall be conditioned upon prior authorization by the affected Member's legislative body as set forth in Section 5.3(i).

SECTION 6. Boundaries. The boundary of the Authority shall be the consolidated boundaries of the Members as set forth in Exhibit A attached hereto and incorporated herein. If

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a new Member joins or a Member withdraws from the Authority, the boundary of the Authority shall be modified to include or exclude the area of the new or withdrawing Member. This Section 6 shall not prevent any Facilities from being located outside the boundary of the Authority.

SECTION 7. Organizations.

7.1. The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

7.2. Directors.

(a) The Board shall consist of a Director from each Member, except that the City of Richmond shall have three Directors, and a non-voting ex officio member from the County. Upon execution of this Agreement, each Member shall appoint its representative Director(s) to the Board and one (1) person as an Alternate Director to serve in the case of absence of or recusal by an appointed Director. Directors and Alternate Directors who have been duly appointed and are serving at the time of the restatement of this Agreement may continue to serve in that capacity without further action of the Member.

(b) Each Director and Alternate Director shall hold office from the first meeting of the Board after appointment by the Members until his or her successor is selected by the Member agency of that Director. Each Director and Alternate Director shall serve at the pleasure of the Member that he or she represents and may be removed at any time, without cause, in the sole discretion of that Member. However, a Member shall not remove a Director or Alternate Director unless, before the next meeting of the Board, it also appoints a replacement Director or Alternate Director.

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(c) Each Director and Alternate Director shall be an elected official of the governing body of the Member that he or she represents. If a Director or Alternate Director ceases holding any such elected position, he or she shall then cease to serve as a Director or Alternate Director. The Authority and the Board shall be entitled to rely on a written notice from the City Clerk as conclusive evidence of the appointment and removal of Directors and Alternate Directors representing that Member. If a Member appoints and/or removes a Director or Alternate, written notice of such action shall be provided to both the Authority Executive Director and Clerk of the Board at least seventy-two (72) hours prior to the next regularly scheduled Board meeting.

7.3. Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority and the address of the principal office shall initially be 13831 San Pablo Avenue, San Pablo, California 94806. The Board may change that principal office upon giving at least fifteen (15) days' prior written notice to each Member and to the California Integrated Waste Management Board.

7.4. Officers. The Authority shall have seven (7) officers: a Chair, a Vice Chair, an Executive Director, Treasurer, Controller, a General Counsel and a Secretary. The Board may designate additional officers such as managers by resolution and those additional officers shall be subject to the same rules and conditions applicable to the seven (7) officers set forth herein. The Executive Director, Treasurer, Controller, General Counsel, and Secretary shall not be employees of a Member during the period that he or she serves as an officer of the Authority. unless the Board has taken or takes specific action to authorize use of a Member's employee in that capacity. None of the officers (including the Chair or Vice Chair) shall be an employee or otherwise be affiliated with the operator of an Approved Facility or any integrated waste

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management company which provides services to the Authority or a Member. The Board shall select a Chair and a Vice Chair from among the Directors and shall hold office for a period of one (1) year commencing on a date designated by resolution of the Board. No person shall serve consecutive terms as the Chair and no person shall serve consecutive terms as the Vice Chair. Successive Chairs shall not be representatives of the same Member. Successive Vice Chairs shall not be representatives of the same Member.

7.5. Chair. The Chair shall preside at meetings of the Board, call meetings to order, adjourn meetings, announce the business and the order it is to be acted upon, recognize persons entitled to speak, put to a vote all questions moved and seconded, announce results of votes, maintain the rules of order, execute documents and official actions on behalf of the Board when duly approved, and carry out other duties set forth in any bylaws adopted by the Board. Notwithstanding the foregoing, any Director shall be entitled to place any matter related to the business of the Authority on the agenda for any meeting of the Board, subject to reasonable procedures adopted by the Board of Directors.

7.6. Vice Chair. The Vice Chair shall serve as Chair in the absence of the regularly elected Chair.

7.7. Executive Director. The Board shall employ or contract for the services of an Executive Director who shall be the chief administrative officer of the Authority. The Executive Director shall have a background in public management, solid waste management or a related field. The Executive Director shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve

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payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time and shall attend meetings of the Board.

7.8. Treasurer.

(a) The Treasurer shall be selected and approved by the Board, and the individual selected to serve as Treasurer shall also serve as the appointee under California Government Code section 6505.6. If the Treasurer herein designated can no longer serve as Treasurer, then the Authority may appoint a successor Treasurer via Board resolution. The Treasurer shall be the depository and have custody of all the funds of the Authority from whatever source.

(b) The Treasurer shall do all of the following:

(1) Receive all funds of the Authority and place it in the treasury to the credit of the Authority;

(2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority funds so held by him or her;

(3) Pay, when due, out of funds of the Authority held by him or her, all sums payable on outstanding bonds and coupons of the Authority;

(4) Pay any other sums due from the Authority from Authority funds, or any portion thereof, only upon warrants of the Controller;

(5) Verify and report in writing on the first day of July, October, January, and April of each year to the Authority and Members the amount of funds he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

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(c) The governing body of the same Member as the Treasurer shall determine charges to be made against the Authority for the services of the Treasurer and Controller.

7.9. Controller. Pursuant to California Government Code section 6505.5, the Authority designates the Treasurer appointed pursuant to Section 7.8 herein to be the Controller. If the Controller herein designated can no longer serve as Controller, then the Authority may appoint a successor Controller via Board resolution. The Controller shall draw warrants to pay demands against the Authority when the demands have been approved by any person authorized to so approve in this Agreement.

7.10. General Counsel. The Board shall employ or contract for the services of a General Counsel who shall be the legal officer of the Authority. The General Counsel shall advise the Authority on legal matters.

7.11. Secretary. The Board shall select and employ or contract for the services of a Secretary who shall prepare, distribute and maintain minutes of meetings of the Board and any committees of the Board. The selection of the Secretary may be delegated to the Executive Director. The Secretary shall also maintain the official records of the Authority and shall file notices as required by Section 18 of this Agreement.

7.12. Access to Property. The Executive Director is hereby designated as the person who has charge of and access to the property of the Authority. The Executive Director shall file with the Authority an official bond in an amount to be fixed by the Board. The costs of those bonds shall be paid by the Authority.

7.13. Officers, Employees and Agents. None of the officers, agents or employees employed or hired by the Authority shall by reason thereof become officers, agents or employees of any Member. The Authority may contract with any Member for any services, subject to

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approval by a majority of the Directors who do not represent that Member. None of the persons whose services are supplied by a Member shall by reason thereof become an employee of the Authority.

SECTION 8. Meetings of the Board.

8.1. Regular Meetings. The Board shall hold a minimum of four (4) regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board. Board meetings shall be conducted in accordance with the rules of conduct set forth in Rosenberg's Rules.

8.2. Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

8.3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (sections 54950 *et seq.* of the California Government Code) and other applicable laws of the State of California.

8.4. Minutes. The Secretary shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, promptly after each meeting, cause a copy of the minutes to be forwarded to each Director.

8.5. Quorum. A quorum for the transaction of business of the Board shall require the presence of Directors that represent a majority of the total membership of the Board, except that Directors constituting less than a quorum may adjourn any meeting. For purposes of establishing a quorum and voting at Board meetings, Alternate Directors that are entitled to vote pursuant to Section 7.2 shall be considered as "Directors."

8.6. Voting. Each Director shall have one vote on all matters presented to the Board for a vote. The Board shall specify by resolution, from time to time, what types of decisions

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shall be presented to the Board for a vote and what types of decisions shall be delegated to the Executive Director. Where this Agreement requires an unanimous vote, the action shall require the unanimous vote of the total membership of the Board (7 votes as of the date of this Agreement). Unless otherwise identified in this Agreement, all Board actions require a majority vote of the total membership of the Board (4 votes as of the date of this Agreement).

8.7. Bylaws. The Board from time to time may adopt by resolution bylaws or other procedures for the conduct of its affairs, provided that they are not inconsistent with this Agreement.

8.8. Budget. A general budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including HHW Programs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand.

8.9. Reserves.

(a) The Authority establishes the following three (3) funds: 1) an Operating Fund; 2) an Operating Reserve Fund; and 3) a Recycling Fund Reserve. The Operating Reserve Fund limit is initially set at 67% of the annual operating budget.

(b) Any amounts which accumulate in Operating Reserve Fund in excess of the limit will be rolled over into the Recycling Reserve Fund account during the annual budget process. The Board shall adopt policies and procedures by resolution to address operation and management of both Reserve Funds, including the Recycling Reserve Fund limit, procedures for

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replenishment of reserves and the periodic Board consideration of use of the excess Recycling Fund Reserves.

(c) Excess Recycling Fund Reserves. Any potential excess in the Recycling Fund Reserve shall be dispersed to Members, used for rate reduction or subsidy, or to fund special projects. Reserve fund procedures and policies have been adopted by Resolution 18-02. The funding amounts of the Operating Reserve Fund and the reserve fund policies may only be modified in the future through adoption of a resolution subject to a unanimous vote of the Board.

(d) The Board may from time to time create and fund a Liability Reserve Fund for potential or anticipated future liabilities, such as CalPERS Unfunded Actuarial Accrued Liability (“UAAL”) and Other Post-Employment Benefits (“OPEB”) obligations.

8.10. Committees. The Board may create or designate committees, which typically shall be ad hoc committees. A committee would consist of two or three Directors, and Alternates may not serve on committees. An ad hoc committee would be subject to a one year term from its date of creation and shall typically be limited in scope to the single purpose for which it was created by the Board. In the event of a vacancy on an ad hoc committee, the Chair shall designate a replacement committee member. Permanent standing committees may be created by unanimous vote of the Board.

(a) All committee meetings shall be held subject to the provisions of the California Ralph M. Brown Act (sections 54950 *et seq.* of the California Government Code), although certain ad hoc committee meetings need not be public meetings in accord with said act.

(b) All committees shall serve only in an advisory capacity to the Board and shall not independently take action on any issue unless the Board has specifically delegated such authority to the committee by resolution.

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SECTION 9. Operating Fund Revenues and Other Sources of Funds.

9.1. The Authority may seek to obtain funding for its current scope of activities as well as the scope of activities it is authorized to undertake by law by pursuing various sources of funds including, but not limited to, imposition of fees under the Act to the extent practically available, sale of energy from organic waste, sale of recycled commodities and/or a waste importation or exportation mitigation fee(s) and such other methods as set forth in Section 5.3.

9.2. The Authority may establish a joint operating fund which may receive funds from the Members or other sources. The fund shall be used to pay all administrative, operating and other non-capital expenses incurred by the Authority. In the event that the Board requires contributions from the Members any such payments shall be made in such manner and at such times as approved by a unanimous vote of the Board.

9.3. All moneys in the operating fund shall be paid out for the purposes for which the fund was created upon authorization of the Board, or within the expenditure authority of the Executive Director provided by the Board by time to time.

SECTION 10. Records and Accounts. This Section is intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any acquisition and construction and the maintenance, operation, regulation and administration of a Facility and all financial transactions of the Members relating to any Facility including any HHW Facility. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the

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Members. The Authority shall adopt a records management program to provide for the maintenance and disposal of records consistent with the requirements of State Law.

SECTION 11. Implementation of the Act.

11.1. Intent. It is the intent of all Members to form a regional agency, as defined by Public Resources Code section 40181, and for the Authority to undertake the responsibilities of a regional agency pursuant to the powers of the Authority as set forth, *supra*, in Sections 5.1 and 5.2.

11.2. Submittal of Elements by Members.

(a) Any Member choosing to exercise its authority to undertake an SRRE, HHWE or NDFE individually, or to respond individually to a notice of deficiency, may do so by providing a resolution of the governing body of the Member to the Authority and each other Member within ten (10) days of adoption of said resolution.

(b) Each Member so electing to exercise the prerogatives provided in Section 11.2(a) or receiving a written notice from the Authority, shall be solely responsible for compliance with the requirements of the Act upon adoption of the Member resolution required by Section 11.2(a), or receipt of the notice from the Authority.

11.3. Compliance Monitoring.

(a) The Authority may establish a fair and equitable basis for determination of the amount of waste disposed of from within the Members' jurisdiction and this method shall be used to determine the maximum amount of disposal allowable under the Act for the area included in the boundaries of the Authority.

(b) The Authority shall be entitled to cause the Solid Waste of the Members to be monitored in order to determine compliance with the Act.

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(c) The Authority shall be responsible for compiling and submitting disposal information from haulers and operators required to be submitted by CalRecycle pursuant to California Code of Regulations, Title 14, Division 7, Chapter 9, Article 9 or successor regulations and the Members agree to require their respective haulers to submit such information to the Authority.

(d) The Authority shall monitor the implementation of the Regional Plan by the Authority and the Members and shall periodically report to the Members the status of compliance with the requirements of the Act and status of implementation of the Regional Plan.

(e) The Authority shall report to the Members the substantial failure of the Authority, a Member or other party to implement applicable provisions of the Regional Plan.

(f) The Authority will implement the Act's programs and demonstrate compliance with the monitoring and reporting requirements related to Assembly Bill 341 (2011), Assembly Bill 1826 (2014), and any other future State mandates related to solid waste handling within the Member boundaries.

11.4. Contingency Plans. Consistent with section 40975(b)(3) of the Public Resources Code, the Authority hereby establishes a Contingency Plan which provides for compliance with the Act by each of the Members in the event the Authority, as the regional agency, is dissolved, or the Authority continues its role as a regional agency. The Contingency Plan is as set forth in Sections 15 and 16 of this Agreement, dealing with Withdrawal and Termination, respectively.

11.5. Regional Plan.

(a) The Regional Plan and amendments thereto shall be developed in consultation with the Members and approved by the Authority Board of Directors and submitted or resubmitted to CalRecycle as may be needed.

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(b) The Regional Plan shall identify source reduction, recycling, composting, education and public information, household hazardous waste and other programs required by the Act or CalRecycle regulations and assign responsibility for implementation of said programs among the Authority and the Members.

(c) The Regional Plan, and subsequent amendments or revisions thereto, following approval by CalRecycle, shall be included in this Agreement by this reference.

(d) Notwithstanding Section 16 of this Agreement, the Regional Plan may from time to time be amended by a majority vote of the Authority Board of Directors and all such amendments shall become a part of the Regional Plan upon approval by CalRecycle.

(e) The Members shall make a good faith effort to implement programs and actions specified in the Regional Plan approved by CalRecycle for implementation by that Member.

(f) The Members agree to provide the Authority information specific to its jurisdiction that is not readily available elsewhere as required by the Authority to prepare and implement the Regional Plan.

(g) Each Member agrees to coordinate its education and public information activities with respect to Solid Waste and household hazardous waste with the activities of the Authority and to conduct such activities in a manner consistent with the education and public information program contained in the Regional Plan.

11.6. Grants and Financial Assistance. Each Member agrees to cooperate with the Authority as necessary to enable the Authority to apply for and receive grant funds and other financial assistance that may be available to a Member for development of the Regional Plan or

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for implementation of programs and actions assigned to the Authority in the Regional Plan in order to minimize costs which must be borne by ratepayers.

SECTION 12. Authority Established Rates.

12.1. The Authority shall be solely responsible for the approval of rates for services at an Approved Facility designated pursuant to this Agreement and each Member hereby delegates, assigns and/or otherwise transfers to the Authority any powers that each Member that has its Designated Waste processed at an Approved Facility may have with respect to the regulation of, approval or establishing rates or charges for that designated waste.

12.2. The Authority shall establish or approve rates to be charged at an Approved Facility, in amounts sufficient to provide the revenues necessary to meet the contractual obligations for use of Approved Facilities.

12.3. The Authority may from time to time elect to include as an additional amount in the rates established or otherwise approved for an Approved Facility, or a portion of the amounts so determined from, as necessary to provide for the planning and implementation activities of the Authority, to pay other costs and obligations of the Authority, in which case the amounts so included will be paid to the Authority by the operator of an Approved Facility.

12.4. The Members recognize that (i) Approved Rates will likely be established as a unit charge per unit weight of Solid Waste and Materials; and (ii) that each Member that uses that Approved Facility may be required to pass such rates through for collection from ratepayers as a part of the collection rate (e.g. a unit charge per can per month). Accordingly, the Members hereby agree that the Authority shall establish a fair and equitable basis for conversion of Approved Rates to a collection rate and that each Member shall include in the collection rates the amount approved by the Authority for collection from ratepayers. That portion of the

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Approved Rates that is paid to the Authority is to be used to fund Authority activities that benefit all Members. A Member, in an alternative manner, may elect to fund or provide its share of the costs and obligations of the Authority set forth in Section 12.5, if its Directed Waste does not go to the Approved Facility and/or an alternative funding method is approved by the Board. El Cerrito, which has executed a separate Post Collection Agreement from the one defined in Section 1.26, shall contribute its portion of the Authority budget and HHWP costs based on its proportional share of the Members' "Inbound Solid Waste," "Inbound Organics and Food Scraps," "Inbound Mixed C&D/Concrete," "Inbound Residential Recycling," "Commercial Recycling," "Industrial Recycling," and "El Cerrito Commercial Dry Waste Processing" tonnage reported by the Contractor for the twelve-month period (historically August 1 to July 31) used by the Authority for the purposes of establishing the Post-Collection Rate pursuant to Section 5.4 of the PCA.

12.5. The Authority shall evaluate the accuracy of the Authority's prior conversion of Approved Rates to the unit charge collection rate that is included in the collection rate for each Member's jurisdiction. The Authority may use a balancing account concept from rate setting period to rate setting period to account for overages and underages. A unanimous vote shall be required for any Board action to modify the current rate setting methodology described in Exhibit B.

12.6. The Authority shall notify each Member and the other party to the Member's Franchise Agreement of the amount of said Approved Rates and the portion of collection rates corresponding to Approved Rates. The Authority shall also notify any Member agency that is not subject to the Approved Rates the portion of the required Authority revenues which must be funded by that Member.

SECTION 13. Apportionment of Penalties.

13.1. Penalties Arising from Authority Failure.

(a) Any penalties assessed against the Authority by CalRecycle, to a maximum of Fifty Thousand Dollars (\$50,000) per day, which are the result of the Authority's failure to either (i) submit an adequate Regional Plan or required element thereof; or (ii) make a good faith effort to implement the programs or actions specified in the Regional Plan for implementation by the Authority, shall be paid by the Authority.

(b) Any penalties assessed against a Member by CalRecycle, which are the result of an Authority's failure to either (i) submit an adequate Regional Plan or required element thereof; or (ii) implement the programs or actions specified in the Regional Plan for implementation by the Authority, shall be paid by the Authority.

(c) Any penalties paid by the Authority pursuant to Section 13.1(a) or Section 13.1(b) of this Agreement shall be paid out of Authority funds including potentially its Operating or Recycling Reserve Funds and, to the extent necessary, collected in the rates or charges assessed against each Member based upon their proportionate shares of the Members' aggregate solid waste tonnage (calculated using the Members' "Inbound Solid Waste," "Dry Waste," and "Construction and Demolition" tonnage as shown in the last three Annual Reports submitted by the Contractor pursuant to the PCAs.)

(d) The Members shall only be liable for payment of any penalties assessed against the Authority by CalRecycle which are not paid by the Authority and which are not paid by an individual Member pursuant to Section 13.2 below..

13.2. Penalties Arising from a Member's Failure.

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(a) Any penalties assessed against the Authority by CalRecycle, which are the result of a Member's failure to implement programs or actions specified in the Regional Plan for implementation by the Member shall be paid by the Authority; and

(1) The Authority may recover any amounts, including penalties assessed by CalRecycle and the Authority's costs incurred as a result of CalRecycle's actions leading to and including the assessment and appeal of said penalties, by imposing a surcharge on the Directed Waste and Materials and all other waste delivered to an Approved Facility from within the jurisdiction of the failing Members who have not fully reimbursed the Authority.

(2) In lieu of collection of the penalty by the Authority through the surcharge, described in Section 13.2(a)(1) above, the Member may reimburse the Authority within thirty (30) days of Authority's payment of the penalties, the amount of penalties paid plus the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment and appeal of said penalties.

(b) Any penalties which are assessed directly against a Member as a result of the Member's failure to either (i) implement the programs or actions specifically identified in the Regional Plan for implementation by the Member; or (ii) to exercise its prerogatives under Section 11.2 of this Agreement; or (iii) to perform its obligations under Section 11.5 of this Agreement, shall be paid by the Member and neither the Authority nor any other Member shall be obligated to pay said penalties or any costs associated with the assessment or appeal of said penalties.

(c) In the event that failure of one or more Members to perform their obligations under this Agreement or to implement programs or actions specified in the Regional Plan for implementation by the Member causes the Authority or other Members to be unable to

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implement the Regional Plan, the failing Member shall pay any penalties assessed against the Authority or other Member(s) by CalRecycle as a result of the failure.

(d) Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective action as is necessary to meet the requirements.

13.3. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 14. Disposition of Assets at Dissolution. Subject to the then applicable requirements of the Law (currently Sections 6511 *et seq.* of the California Government Code), upon dissolution of the Authority, the assets of the Authority remaining after payment of, and adequate provision for, all debts, liabilities and obligations of the Authority shall be divided in accordance with a resolution adopted by a unanimous vote of the Board at the time of the dissolution.

SECTION 15. Withdrawal.

15.1. Requirements for Withdrawal. A Member may withdraw from the Authority subject to the following:

(a) Notice of Withdrawal. A Member seeking to withdraw from the Authority shall notify the Authority and each of the Members, by personal delivery in the manner required by Section 18, by presenting (“Notice of Withdrawal”) a resolution adopted by its governing body setting forth its intent to withdraw from the Authority to the Board. The resolution shall set forth the effective date of the withdrawal (“Withdrawal Date”), which shall be no sooner than one hundred eighty (180) days from the Notice of Withdrawal. The Board may by unanimous vote authorize a Withdrawal Date that is sooner than 180 days from the Notice of Withdrawal.

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(b) Defined Terms. For the purposes of this Section 15, the terms defined in this subsection have the following meanings:

(1) “Allocated Funds” means the funds allocated to meet all of the Authority’s existing debts, financial obligations, and liabilities incurred, earned, or expected to be earned by the Withdrawal Date that are payable in the fiscal year in which a notice of withdrawal is provided.

(2) “Long-term Liabilities” means the Authority’s existing debts, financial obligations, and liabilities incurred, earned, or expected to be earned by the Withdrawal Date that become due after the fiscal year in which the Notice of Withdrawal is provided. Long-term Liabilities include, but are not limited to, CalPERS and OPEB UAAL and office leases, if any. The calculation of the CalPERS and OPEB UAAL shall reflect the reserve funds set aside for meeting those obligations.

(3) “Pro Rata Share” means a Member’s proportionate share of the Members’ aggregate solid waste tonnage (calculated using the Members’ “Inbound Solid Waste,” “Dry Waste,” and “Construction and Demolition” tonnage as shown in last three Annual Reports submitted by the Contractor pursuant to the PCA).

(4) “Reserve Policy” means Authority Resolution No. 18-02, *Resolution of the Board of Directors of the West Contra Costa Integrated Waste Management Authority Requiring the Establishment of Financial Reserves*, adopted on June 14, 2018.

(5) “Unallocated Funds” means the portion of Authority reserve funds that have not been either (a) set aside for the purpose of meeting specific Authority Long-term Liabilities or (b) allocated in the Authority budget.

(c) Satisfaction of Pro Rata Share of Long-term Liabilities.

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(1) Within ninety (90) days following receipt of a Notice of Withdrawal pursuant to Section 15.1(a), the Authority shall notify each of the Members, pursuant to Section 18, of its determination of the Allocated Funds, Unallocated Funds, Long-term Liabilities, and the Pro Rata Share. In determining the Long-term Liabilities, the Board of Directors shall, based on the recommendation of an actuary, determine the amount of any Authority UAAL as of the Withdrawal Date.

(2) On or before the Withdrawal Date, and as a condition precedent to the withdrawal's effectiveness, the withdrawing Member must pay to the Authority its Pro Rata Share of Long-term Liabilities. If the Authority determines, under Section 15.2(b), that the withdrawing Member is entitled to a disbursement of Unallocated Funds, the withdrawing Member may direct the Authority to deduct the payment required by this Subsection from its disbursement of Unallocated Funds.

(d) Termination of Withdrawal Process. A withdrawing Member may terminate the withdrawal process at any time before the withdrawal is effective by notifying the Authority and each of the Members, by personal delivery in the manner required by Section 18. The withdrawing Member shall be liable for all third-party costs incurred by the Authority for processing the withdrawal, which shall be payable within 60 days of the notice of termination of the withdrawal process.

15.2. Disbursement of Unallocated Funds Upon Withdrawal.

(a) On or before the Withdrawal Date, the Authority shall disburse to the withdrawing Member its Pro Rata Share of the portion of the Unallocated Funds that are in excess of the Operating Fund Target Reserve and the Recycling Fund Target Reserve, as both are described in the Reserve Policy.

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(b) Within 45 days following its adoption of a budget that reflects the departure of the withdrawing Member, the Authority shall disburse to the withdrawing Member its Pro Rata Share of the portion of the Operating Fund Reserve and the Recycling Fund Reserve that exceed, respectively, the recalculated Operating Fund Target Reserve and the recalculated Recycling Fund Target Reserve, pursuant to the Reserve Policy.

15.3. Obligations Following Withdrawal Date. A Member which has withdrawn from the Authority shall not be liable for the payment of Authority expenses accruing beyond the Withdrawal Date, and shall have no right to reimbursement of any assets or monies of the Authority once disbursement of any Unallocated Funds pursuant to Section 15.2(b), if any, has been effectuated.

15.4. Effect of Withdrawal on Agreement. The withdrawal of a Member shall have no effect on the continuance of this Agreement among the remaining Members and the Agreement shall remain in full force and effect with respect to the remaining Members.

15.5. Member and Authority's Obligations Under the Act.

(a) The withdrawing Member shall, not later than one hundred twenty (120) days prior to the Withdrawal Date, prepare and submit an SRRE, HHWE, and NDFE to CalRecycle for the Member's jurisdiction to CalRecycle for approval. The withdrawing Member shall be solely responsible for preparation of its SRRE, HHWE and NDFE;

(b) The Authority shall, not later than one hundred twenty (120) days prior to the Withdrawal Date, prepare and submit a revised Regional Plan which reflects the withdrawal of the Member to CalRecycle for approval.

(c) The withdrawing Member shall pay (i) all costs incurred by Authority in preparing a revised Regional Plan; and (ii) all amounts owed to the Authority for penalties

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assessed against the Authority or the withdrawing Member including the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment of said penalties.

(d) The withdrawing Member shall be responsible for compliance with the Act the earlier of: (i) the date of the withdrawing Member's submittal of the documents to CalRecycle; or (ii) the date of the Authority's submittal of the revised Regional Plan to CalRecycle; or (iii) the Withdrawal Date.

SECTION 16. Amendments Including Termination.

16.1. This Agreement may only be amended by a written instrument approved by a majority of the Directors which then shall be approved by all of the Member's governing bodies.

16.2. The Agreement may only be terminated or other action leading to dissolution of the Authority may only be effectuated through adoption of a resolution by a minimum 2/3 vote of all Directors which then shall be approved by a minimum of 2/3 of the Members' governing bodies. Given the current membership and Board seats, to reach the 2/3 threshold, five Directors and four Members would have to vote to adopt the resolution.

16.3. For termination of this Agreement during any period where the Authority is operating as a Regional Agency, the written instrument required by Section 16.2 of this Agreement shall include, but not be limited to, all of the following requirements:

(a) A date certain that this Agreement will be terminated (hereinafter "Termination Date");

(b) Each Member shall, not later than one hundred twenty (120) days prior to the Termination Date, prepare and submit an SRRE, HHWE, and NDFE for the Member's

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jurisdiction to CalRecycle for approval and that each Member shall be solely responsible for preparation of its SRRE, HHWE and NDFE;

(c) Each Member, prior to the Termination Date, shall promptly pay, within a reasonable time, all amounts owing to the Authority or CalRecycle for penalties assessed by CalRecycle, including the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment of said penalties;

(d) Each Member shall be solely responsible for compliance with the Act the earlier of: (i) the date of submittal of the documents required by Section 15.5(d) to CalRecycle; or (ii) the specified Termination Date; and

16.4. The obligations of the Authority terminate on the Termination Date, and each member shall pay all amounts owed to the Authority prior to that date; however, in the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the Authority shall survive and remain in full force after the Termination Date.

SECTION 17. Filing with the Secretary of State. The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code sections 6503.5 and 53051.

SECTION 18. Notices.

18.1. All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other

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address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section.

18.2. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but twenty-four (24) hours after such delivery in the case of notices of special meetings of the Board) or two (2) days after mailing if deposited in the United States mail.

18.3. Members agree to provide the Authority with the official notification requirements of the Franchise Agreement for use by the Authority and agree to provide Authority with any changes in said notification requirements.

SECTION 19. Successors and Assigns.

19.1. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members.

19.2. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the Laws of the State of California approved by a majority of the Directors who do not represent the assigning Member.

19.3. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then applicable requirements of Law relating to changes in the composition of entities such as the Authority.

SECTION 20. El Cerrito Recycling Services. It is acknowledged by the Members that the El Cerrito Recycling and Environmental Resource Center was in existence and operating before the formation of the Authority, and this Agreement is not intended to alter the operations of the Center. Accordingly, the El Cerrito Recycling and Environmental Resource Center shall not be considered a Facility for the purposes of this Agreement. The City of El Cerrito operates both

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the Recycling Center and a curbside collection program for Recyclable Material. The City of El Cerrito also has entered into agreements relating to the collection, processing and disposal of its Solid Waste, green waste and Recyclable Materials and the flow of such wastes are not controlled by the Authority. In particular, the Authority may not direct Recyclable Materials collected as part of El Cerrito Recycling Services except as separately agreed to by the Authority and El Cerrito. In addition, the costs of operating the El Cerrito Recycling Services shall not be included in the calculation of Approved Rates for Directed Waste and Materials collected within El Cerrito.

SECTION 21. Third Party Beneficiaries. The Authority shall be a third-party beneficiary of this Agreement entitled to exercise all rights of and benefits accruing to the Authority that are specified in this Agreement.

SECTION 22. Severability. Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

SECTION 23. Section Headings. All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 24. Dispute Resolution.

24.1. **Informal Resolution.** Should a dispute arise in connection with the interpretation or performance of this Agreement, the provisions of this Section 24 shall apply. A Member shall give the Authority and Members written notice of such dispute. The parties shall attempt to resolve their disputes informally to the maximum extent possible. In the event such dispute

is not resolved within thirty (30) days of such notice, either party may propose the appointment of a mediator for advice and a non-binding mediation, and the other party or parties shall attend such mediation. If the dispute is not resolved through mediation, within sixty (60) days thereafter, then any party may refer it to arbitration.

24.2. Arbitration. All disputes that arise in connection with the interpretation or performance of this Agreement that are not resolved pursuant to the informal procedures of Section 24.1, shall be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association.

24.3. Binding Arbitration. The arbitrator's decision shall be final and binding on the Authority, all Members and all former Members involved or affected by the dispute.

24.4. Enforcement. The Authority, any Member and any former Member that is party to the dispute may enforce any award, order or judgment of the arbitrator in any court of competent jurisdiction.

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CITY OF EL CERRITO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF HERCULES

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PINOLE

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF RICHMOND

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON THE NEXT PAGE]

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CITY OF SAN PABLO

ATTEST:

City Clerk

Mayor

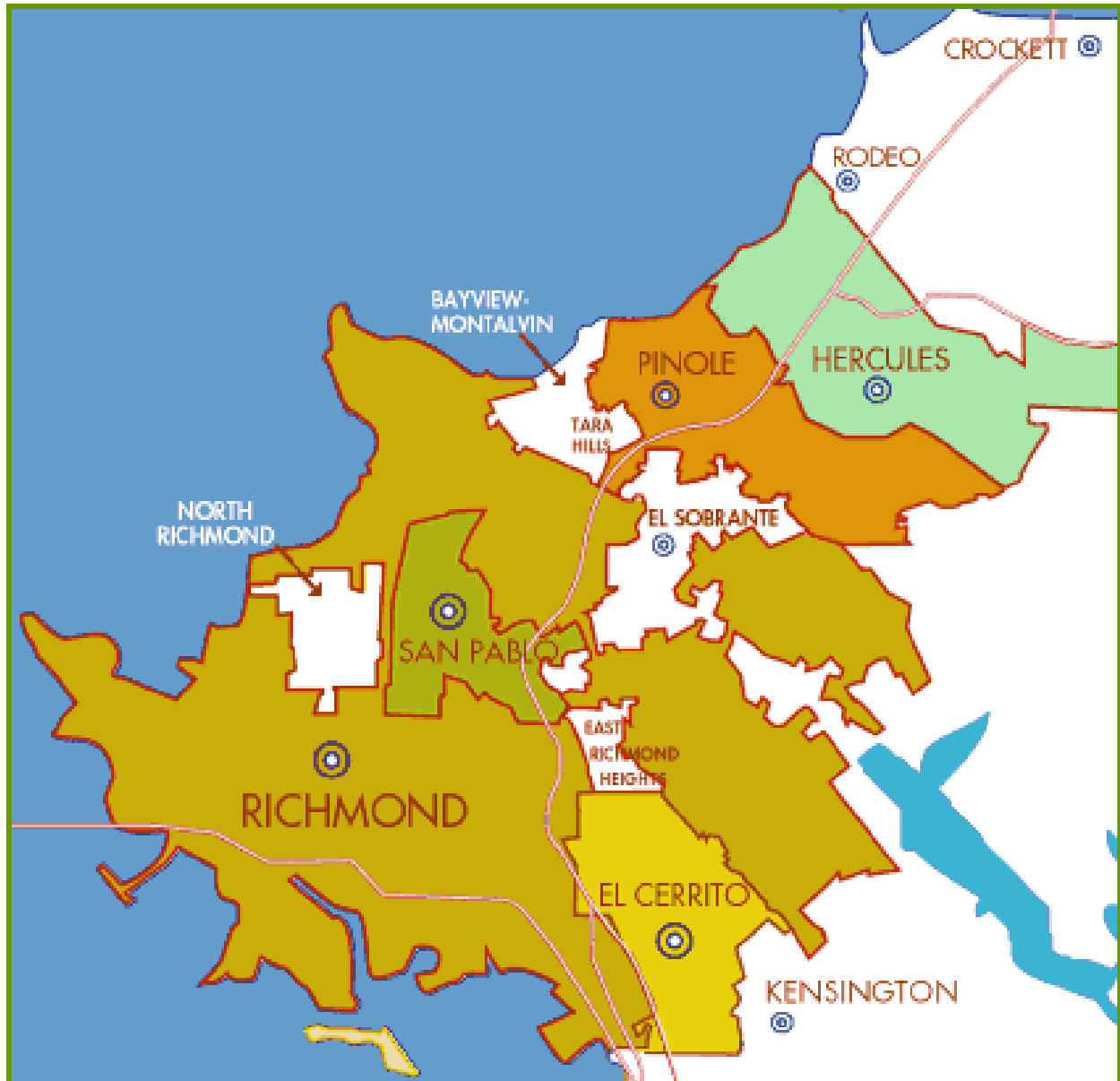
APPROVED AS TO FORM:

City Attorney

3231604.17

AUTHORITY BOARD-APPROVED AMENDED AND RESTATED JEP A

Exhibit A
Boundaries



AUTHORITY BOARD-APPROVED AMENDED AND RESTATED JEPA

Exhibit B

Rate Setting Methodology

Exhibit B

Summary Formulas and Full Description of RecycleMore Post-Collection Rate Calculation Methodology

Exhibit B describes and shows formulas used in the current methodology for calculating RecycleMore Post-Collection Rates. All 2018 Sample Calculation figures stated in Exhibit B are directly referencing the Approved 2018 Richmond Sanitary Service Area Post-Collection Rate Calculation, shown in the table below.

Approved Richmond Sanitary Service Area Post-Collection Rate Calculation

\$ 92.02 Blended per ton 157,980 total tons = 14,537,960.88 Annual Revenue							
	Residential				Commercial	Industrial	
	20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton	TOTAL
2018 Rates	\$ 5.08	\$ 8.91	\$ 16.57	\$ 24.86	\$ 9.66	\$ 140.17	\$ 140.17
2018 Tonnage Basis	45,214				25,406	33,099	103,719
2017 % of Tons	44%				24%	32%	
2018 Unit Basis***	59,280				368,500	33,099	
2018 Revenue Requirement	\$ 6,337,578.32				\$ 3,561,051.74	\$ 4,639,330.83	\$ 14,537,960.88
2017 Rate	\$ 4.86	\$ 8.52	\$ 15.85	\$ 23.78	\$ 10.35	\$ 137.90	\$ 137.90
2018 Rate	\$ 5.08	\$ 8.91	\$ 16.57	\$ 24.86	\$ 9.66	\$ 140.17	\$ 140.17
\$ Increase/(Decrease)	\$ 0.22	\$ 0.39	\$ 0.72	\$ 1.08	\$ (0.69)	\$ 2.27	\$ 2.27
% Increase/(Decrease)	4.5%	4.6%	4.5%	4.5%	-6.7%	1.6%	1.6%

Step 1: Calculate the Richmond Sanitary Service (RSS) Annual Post-Collection Revenue Requirement

DESCRIPTION:

The RSS Annual Post-Collection Revenue Requirement is calculated as:

\$92.02, which is the RecycleMore Board approved Blended Per-Ton Rate calculated as described in Section 5 of the Post-Collection Agreement (PCA) between RecycleMore and Republic Services (Republic) times 157,979.54, which is the Total Number of All Tons Collected by RSS¹ and reported by Republic for the twelve-month period from August 1 of the prior year through

¹ Pursuant to the franchise agreements between RSS and Hercules, Pinole, Richmond and San Pablo and Contra Costa County.

July 31 of the present year, and is inclusive of Solid Waste (Trash), Dry Waste, Construction and Demolition Debris (C&D), Recycling and Organics.

FORMULAS:

Blended Per-Ton Rate (rounded to the nearest cent) ***TIMES***

Total Number of All Tons Collected 8/1 to 7/31 ***EQUALS***

RSS Annual Post-Collection Revenue Requirement

2018 SAMPLE CALCULATION:

$\$92.02 \times 157,979.54 \text{ tons} = \$14,537,960.88^2$

Step 2: Calculate the Revenue Requirement per Sector

DESCRIPTION:

The Revenue Requirement per Sector (Residential, Commercial, Industrial) is calculated as:

The RSS Annual Post-Collection Revenue Requirement as calculated in Step 1, times each Sector's percentage of the total Solid Waste (Trash), Dry Waste and C&D reported by Republic for the twelve-month period from August 1 of the prior year through July 31 of the present year.

These tonnages are a subset of the total number of all tons used in Step 1 in that recycling and organics tonnages are not included. For example, the total number of all tons used in Step 1 in 2018 was 157,979.54 tons, whereas the total solid waste (trash), dry waste and C&D tonnage was 103,718.67, with the difference between the two being 54,260.87 tons of recycling and organics, which are not counted for the purposes of calculating the Revenue Requirement per Sector.

FORMULAS:

Residential Sector

RSS Annual Post-Collection Revenues Requirement ***TIMES***

Residential Sector Total Tons of Trash, Dry Waste and C&D ***DIVIDED BY***

² The Blended Per-Ton Rate used in prior years and in the 2018 Post-Collection Rate calculation was not rounded to the nearest cent, and as a result the RSS Annual Post-Collection Revenue Requirement shown above is an insignificant \$683.61 higher than the product of \$92.02 times 157,979.54.

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Residential Sector Revenue Requirement

Commercial Sector

RSS Annual Post-Collection Revenues Requirement **TIMES**

Commercial Sector Total Tons of Trash, Dry Waste and C&D **DIVIDED BY**

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Commercial Sector Revenue Requirement

Industrial Sector

RSS Annual Post-Collection Revenues Requirement **TIMES**

Industrial Sector Total Tons of Trash, Dry Waste and C&D **DIVIDED BY**

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Industrial Sector Revenue Requirement

2018 SAMPLE CALCULATION:

Residential Sector: \$14,537,960.88 X 45,214.40 tons / 103,718.67 tons = **\$6,337,578.32**

Commercial Sector: \$14,537,960.88 X 25,405.73 tons / 103,718.67 tons = **\$3,561,051.74**

Industrial Sector: \$14,537,960.88 X 33,098.54 tons / 103,718.67 tons = **\$4,639,330.83**

Step 3: Calculate the Unit Basis per Sector

DESCRIPTION:

The Unit Basis per Sector is expressed in monthly 35-Gallon Equivalents (Residential), Annual Cubic Yards (Commercial), and Annual Tons (Industrial) and is based on tonnage and detailed cart counts and cubic yard information reported by RSS and Republic, each of which are calculated per the following:

For the Residential Sector, the total number of residential Solid Waste (Trash) collection carts by gallon size (20, 35, 60/65, and 95/101) reported as of September 30 of the current year are multiplied by the 35-Gallon Equivalent factor for each cart size, yielding an equivalent number of 35-gallon carts. The 35-

Gallon Equivalent factors for each cart size are calculated as the ratio of gallon size divided by 35 and are shown in the table below. In 2018, the total number of 35-Gallon Equivalents was calculated at 59,280.

Trash Cart Size	35-Gallon Equivalents
20-gallon	0.57
35-gallon	1.00
60/65-gallon	1.86
95/101-gallon	2.79

For the Commercial Sector, the annual cubic yards are calculated as twelve (12) times the total commercial cubic yards per month on September 30. For the 2018 rate calculation, this number was 30,708 times 12, yielding 368,500 annual cubic yards.

For the Industrial Sector, the annual tons are the total industrial of Solid Waste (Trash), Dry Waste and C&D as shown in Step 2 (33,098.54 tons)

FORMULAS:

Residential Sector

Total Number of 20-gallon Trash carts ***TIMES 0.57 PLUS***

Total Number of 35-gallon Trash carts ***PLUS***

Total Number of 60/65-gallon Trash carts ***TIMES 1.86 PLUS***

Total Number of 95/101-gallon Trash carts ***TIMES 2.79 EQUALS***

Residential Sector Unit Basis

Commercial Sector

Total Number of Commercial Cubic Yards per Month ***TIMES 12 EQUALS***

Commercial Sector Unit Basis

Industrial Sector

Industrial Sector Total Tons of Trash, Dry Waste and C&D ***EQUALS***

Industrial Sector Unit Basis

2018 SAMPLE CALCULATION:

Residential Sector

8,486 20-gallon carts $\times 0.57 = 4,849$ 35-Gallon Equivalents +

47,197 35-gallon carts $\times 1 = 47,197$ 35-Gallon Equivalents +

3,000 60/65-gallon carts $\times 1.86 = 5,571$ 35-Gallon Equivalents +

597 95/101-gallon carts $\times 2.79 = 1,663$ 35-Gallon Equivalents =

59,280 35-Gallon Equivalents as Residential Unit Basis

Commercial Sector

30,708 cubic yards $\times 12 = 368,500$ Annual Cubic Yards as Commercial Sector Unit Basis

Industrial Sector

33,098.54 tons as the Industrial Sector Unit Basis

Step 4: Calculate the Post-Collection Rate Per Sector

DESCRIPTION:

For the Residential Sector, the base Post-Collection Rate is calculated for the 35-Gallon Trash cart as the Residential Sector Revenue Requirement, divided by the Residential Sector Unit Basis, divided by 12 months. The Post-Collection Rates for the 20-Gallon, 65-Gallon and 95/101-Gallon Trash carts are calculated based on the percentage increase in the 35-Gallon Post-Collection Rate for the coming rate year times the 20-Gallon, 60/65-Gallon and 95/101-Gallon Post-Collection Rates in the current rate year.

For the Commercial and Industrial Sectors, the Post-Collection Rate is simply the Revenue Requirement for each sector divided by the Unit Basis for each sector.

FORMULAS:

Residential Sector

Residential Sector Revenue Requirement ***DIVIDED BY***

Residential Sector Unit Basis ***DIVIDED BY***

12 EQUALS

Coming Rate Year 35-Gallon Post-Collection Rate

Coming Rate Year 35-Gallon Post-Collection Rate ***DIVIDED BY***

Current Rate Year 35-Gallon Post-Collection Rate ***MINUS***

Percentage Increase in the 35-Gallon Post-Collection Rate

20-Gallon, 60/65-Gallon, and 95/101-Gallon Current Rate Year Post-Collection Rates ***TIMES***

Percentage Increase in the 35-Gallon Post-Collection Rate ***EQUALS***

Coming Rate Year 20-Gallon, 60/65-Gallon and 95/101-Gallon Post-Collection Rates

Commercial Sector

Commercial Sector Revenue Requirement ***DIVIDED BY***

Commercial Sector Unit Basis ***EQUALS***

Commercial Per-Cubic Yard Post-Collection Rate

Industrial Sector

Industrial Sector Revenue Requirement ***DIVIDED BY***

Industrial Sector Unit Basis ***EQUALS***

Industrial Per Ton Post-Collection Rate

2018 SAMPLE CALCULATION:

Residential Sector

$\$6,337,578.32 / 59,280 \text{ 35-Gallon Equivalents} / 12 = \mathbf{\$8.91 \text{ Coming Rate Year 35-Gallon Post-Collection Rate}}$

$\$8.91 / \$8.52 \text{ Current Rate Year 35-Gallon Post-Collection Rate} = \mathbf{104.56\% \text{ Annual Increase in 35-Gallon Post-Collection Rate}}$

$\$4.86 \text{ Current Year 20-Gallon Post-Collection Rate} \times 104.56\% = \mathbf{\$5.08 \text{ Coming Rate Year 20-Gallon Post-Collection Rate}}$

$\$15.85 \text{ Current Year 60/65-Gallon Post-Collection Rate} \times 104.56\% = \mathbf{\$16.57 \text{ Coming Rate Year 60/65-Gallon Post-Collection Rate}}$

$\$23.78$ Current Year 95/101-Gallon Post-Collection Rate $\times 104.56\% =$ **$\$24.86$ Coming Rate Year 95/101-Gallon Post-Collection Rate**

Commercial Sector

$\$3,561,051.74 / 368,500 =$ **$\$9.66$ Commercial Per Cubic-Yard Post-Collection Rate**

A commercial customer with a two-yard container, picked up once per week, pays $\$83.72$ per month in Post-Collection Rates based on:

$\$9.66$ Commercial Per Cubic Yard Post-Collection Rate $\times 2$ cubic yards per week $\times 52$ weeks per year $/ 12$ months = **$\$83.72$ per month in Commercial Post-Collection Rates**

Industrial Sector

$\$4,639,330.83 / 33,098.54 =$ **$\$140.17$ Industrial Per Ton Post-Collection Rate**

An industrial customer with a thirty (30) yard container with contents weighing 5 tons would pay $\$700.85$ each time the container is serviced based on:

$\$140.17$ Industrial Per Ton Post-Collection Rate $\times 5 =$ **$\$700.85$ in Industrial Post-Collection Rates**

**CITY COUNCIL
REPORT****10B**

DATE: MARCH 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT UPDATE

RECOMMENDATION

It is recommended that the City Council discuss the status of the West Contra Costa Integrated Waste Management Authority (WCCIWMA/Recycle More) Joint Exercise of Powers Agreement (JEPA) update and provide direction to staff.

BACKGROUND

WCCIWMA is a Joint Powers Authority made up of the cities of Pinole, Hercules, San Pablo, El Cerrito, and Richmond whose primary tasks are Post-Collection Agreement oversight, compliance with State regulatory requirements regarding diversion of solid waste, recycling, and household hazardous waste (HHW), and related programs in support of said diversion. Contra Costa County is also a participant in some aspects of the Authority, but is not a voting member agency.

For many years the WCCIWMA Board and respective City staff have been working on updating the governing document for the Authority – the JEPA. There have been several issues that have caused the discussions to go on for so long. However, since July 2017 the City Managers have been working with WCCIWMA staff to develop a framework for core services of the Authority and amendments to the governance structure. In December 2017 the City Managers jointly presented preliminary recommendations, which were finalized and approved by the WCCIWMA Board in January 2018 (Attachment A). A key component to the recommendations was Board voting to reflect one (1) voting representative per member agency. To address the concerns of Richmond relative to this equal voting and the impacts on financial decisions, the City Managers agreed to unanimous vote requirements for several items including rate setting. To also address a Richmond interest, the withdrawal procedures were significantly simplified.

Final work to craft the draft JEPA then took place starting in January 2018. In May 2018 the member agencies received an amended JEPA draft that did not simply incorporate the City Manager's recommendations. Instead changes were made to

reflect additional feedback from the City of Richmond that the other member agencies had never received. Again, the member agencies and the City Managers began meeting to review the revised draft JEPA. Over the next several months a collaborative effort took place among the City Managers to develop a draft JEPA we could all recommend to the WCCIWMA Board.

On August 23, 2018 representatives from Pinole, Hercules, San Pablo and Richmond met with the WCCIWMA Executive Director, Stan Hakes. Then Richmond City Manager Bill Lindsey had prepared a matrix of the final changes proposed to Section 15 of the document, Withdrawal, and Richmond's concerns or interests. The participants went line by line and agreed on wording for everything except the Disbursement of Unallocated Funds Upon Withdrawal. On this topic, the participants agreed to the intent of the section, but requested that the WCCIWMA legal counsel put the final touches on the wording (see Attachment B). Unfortunately, subsequent to this August meeting the Richmond City Manager retired.

In December 2018 the incoming Richmond City Manager Carols Martinez notified Executive Director Hakes that Richmond wished to retain their three (3) voting Board members or have a weighted voting system that provided them with forty-three percent (43%) of the vote, essentially retaining a vote equal to their current three votes. Subsequently, the City Managers met another two times – once before the January 2019 WCCIWMA Board meeting and once after. The dialogue at both meetings included the thoughts of the smaller cities relative to the concessions provided to achieve the equal voting standard. It was reiterated at both meetings that this was a key issue for the small cities, as had been stated in letters from Pinole, Hercules and San Pablo City Managers to Executive Director Hakes in advance of the January Board meeting (see Attachment C).

At the conclusion of the second meeting on February 7th, it was agreed that Mr. Martinez would bring an item to the Richmond City Council for direction. That item appeared on their February 26th agenda. The agenda materials are attached as Attachment D. From the staff report it appears two options were considered: 1) Remain in WCCIWMA if the Agreement attains certain "key points of equity"; or 2) Initiate a transition plan for future consideration (withdrawal from WCCIWMA). Mayor Murray attended the February 26th Richmond City Council meeting and can provide a verbal report as to the discussion and direction to staff. Mayor Murray can also provide the history of the JEPA update discussions at the WCCIWMA Board meetings over the past several years.

REVIEW AND ANALYSIS

It is appropriate to bring this item forward to the full Council for discussion at this time. Mayor Murray has been reporting out on the progress of this matter periodically under Mayor and Council member's reports. I have also been keeping the Council informed of the City Manager's meetings progress. However, given the

direction that Richmond's participation has taken in the discussions of the JEPA, Pinole City Council direction to staff will now be required.

FISCAL IMPACT

There is no direct fiscal impact at this time. Should any of the WCCIWMA member agencies leave there could be a negative impact to the ratepayers of the remaining jurisdictions.

ATTACHMENTS

ATTACHMENT A – December 2017 City Managers Recommendations to the WCCIWMA Board

ATTACHMENT B – Summary Notes of City Managers August 23, 2018 Meeting

ATTACHMENT C – January 2019 Letters from Pinole, Hercules and San Pablo

ATTACHMENT D – Richmond February 28, 2019 Staff Report and Attachments

**RECYCLEMORE Framework
City Managers Recommendations
Initial Discussion Draft
December 5, 2017**

SERVICE TYPES

Required Services

- ❖ Monitoring of the Republic Services (RS) Post Collection Agreement. This includes:
 - Ensure that the terms of the PCA are being met, including
 - Expected diversion rates at the Organic Materials, Dry Materials, C&D, and Recyclable Materials Processing Facilities
 - Expected level of service at the Transfer Station and by the HHW Program
 - Expected level of service for solid waste diversion program in all WCCUSD facilities – including those in El Cerrito
 - Monitoring Contractor's compliance with Applicable Law, permits, facility requirements and best management practices, including proper records management, provision of insurance, etc.
 - Oversight of all PCA recycling and diversion programs performed by Republic pursuant to PCA
 - Validate PCA rates to ensure accuracy and reasonableness
 - Validate quarterly and annual reports
 - Seek amendments to the PCA that reduce costs to JPA participating agencies.
 - Seek amendments to the PCA that increase the benefits of the JPA to its participating agencies.
 - Negotiate the lowest possible rates for participating agency citizens and businesses.
- ❖ AB 939 Compliance/Reporting. This includes:
 - Collecting and submitting information from member agencies to update Electronic Annual Report (EAR) and updating and uploading other required reports
 - Reporting annual waste and diversion tonnages to the Board and member agencies
 - Maintain regional SRRE and HHWE
 - Coordinate WCCUSD Source Reduction and Recycling Compliance
 - Coordinating with CalRecycle staff for on-site member agency meetings
- ❖ HHW Programs. This includes:
 - Work with member agencies to determine desired level of service
 - Set and approve HHW Budget

- Provide oversight of contract for HHW facility and any satellite or mobile events
- Ensure expected level of service is being maintained
- Monitoring Contractor's compliance with Applicable Law, permits and best management practices, including proper reporting, records management and retention, provision of insurance, etc.
- Continue to operate the Motor Oil Recycling Program and all related public information, compliance and events
- Implement and oversee Pharmaceutical Program

Optional but Recommended Services

- ❖ Administration and oversight of RecycleMore including Board packet preparation, human resources, information technology and financial matters (audit services).
- ❖ Public Outreach/Education, beyond existing Republic Services efforts. This includes:
 - Outreach and education regarding HHW and Motor Oil Recycling Program
 - Multi-family and commercial recycling and organics outreach and education – but only if El Cerrito gets to equally benefit from RM efforts.
- ❖ Legislative Monitoring – as a standing Board agenda item.
 - Providing timely updates on proposed legislation that will affect local government solid waste and diversion programs;
 - Provide analysis for Board to take actions to support or oppose proposed legislation
 - Assist member agencies in interpreting and/or implementing legislation that has passed, where regional action or program templates are required.
 - C&D Recycling Compliance template and education produced by RM is a good example of assisting with implementation.
- ❖ Special Projects, with unanimous approval of the Board and funding included in annual budget

Policy Recommendations to Improve Focus and Efficiency

RESERVE POLICY

- ❖ Establish three funds:
 - Operating Reserve equal to three months or twenty-five (25) percent of annual expenditures
 - Emergency Reserve at \$300,000
 - Legal Liability Reserve (OPEB & PERS) at \$550,000
- ❖ No recycling reserve fund – rates adjusted annually to reflect current markets
- ❖ No special projects fund
- ❖ Onetime expenses budgeted annually

- ❖ Any funds above these amounts shall be either disbursed to the Member Agency pursuant to current formula or held by the Agency pursuant to that formula for future programs and projects benefiting that Member

ANNUAL RATE SETTING

- ❖ Current PCA rates pursuant to formula
- ❖ RecycleMore rate setting methodology shall be defined through a resolution of the Board reflecting current and past practice, and any changes would require unanimous approval of the Board.

STRUCTURE

- ❖ Board shall reflect one voting representative per member agency
- ❖ Board meets four quarterly and more frequently if needed
- ❖ The Internal Operations Committee becomes Ad Hoc and meets only as needed
- ❖ RecycleMore Executive Director and staff shall meet on an as needed basis jointly with Member Agency staff who shall be advisory to the Executive Director, and Member Agency staff shall also serve as a resource to each respective City Manager/County CAO and Board Member.

City Managers JEPA Meeting 8/23/18

15.1 A member may withdraw from the Authority subject to the following provisions:

- a) Notice of Withdrawal. A member withdrawing from the Authority shall provide notice by submittal to the Board of a resolution adopted by its governing body setting forth its intent to withdraw. The effective date of the withdrawal shall be no sooner than one hundred eighty (180) days following submittal of the resolution.
- b) Obligations Prior to Effective Date of Withdrawal. The members acknowledge that a member withdrawing from the Authority must agree to pay to the Authority its Pro Rata share of Allocated Funds. If the withdrawing member has not paid the Authority its obligations under this section the amount due shall be deducted from any amount payable to the member under Section 15.2 below.
- c) Definition of Terms.
 - i. "Pro Rata Share" shall mean the percentage that the withdrawing member contributes to the Authority budget, based on the withdrawing member waste tonnage divided by the total Authority waste tonnage.
 - ii. "Allocated Funds"
 - 1. Allocated Funds shall include all of the Authority's existing debts, financial obligations, and liabilities incurred, earned, or expected to be earned by the date of withdrawal.

2. PERS UAL and OPEB Reserve Funds are “allocated” and not available for disbursement to any withdrawing member agency.
 3. The Operating Budget for the fiscal year in which a notice of withdrawal is provided.
 4. All reserve funds established pursuant to the adopted Reserve Policy.
- iii. “Unallocated Funds” shall mean reserve funds that are not allocated.¹

15.2 Disbursement of Unallocated Funds Upon Withdrawal.

- a) Within ninety (90) days following receipt of a members’ notice of withdrawal, the Authority shall provide an accounting of the Allocated and Unallocated Funds of the Authority, including the calculation of pro-rata share.
- b) After subtracting the financial obligations as described in section 15.1(b), remaining Operating Fund Reserves and Recycling Fund Reserves are “unallocated” and the excess amount of these unallocated reserves (as defined in c below) would be disbursed upon withdrawal.
- c) The “excess and unallocated” reserves would be those funds above the reserve amounts consistent with the principles outlined in the adopted Reserve Policy. A percentage of the “excess and unallocated” reserves above the target amounts as defined in the Reserve Policy would be disbursed to the withdrawing agency, based on their pro-rate share as defined in Section 15.1(c).

Comment [MF1]: The intent here is to capture that a withdrawing member is entitled to their pro-rata share of all reserve funds, after the reserve balances are adjusted to meet the target ratio in the Reserve Policy. For example, the Operating Reserve target of 67% of \$1 million is \$670,000. If the adjusted target is now 67% of \$500,000 the new “allocated reserve” would be \$335,000. Therefore, any amount above \$335,000 in the Operating Reserve is available for distribution based on the pro-rata share. Same concept applies to the Recycling Reserve. Kent, please review this section and modify the proposed language to legally comply with this intent.

¹ Review and potentially remove the Recycling Fund from the JEPA

15.3 Obligations Following Effective Date of Withdrawal. A member which has withdrawn from the Authority shall not be liable for the payment of Authority expenses accruing beyond the withdrawal date, and shall have no right to reimbursement of any assets or monies of the Authority following satisfaction of the terms of the JEPA payment of Unallocated Funds.

2. Future JEPA Amendment- Would require majority vote of the Board of Directors and unanimous approval of member agency governing bodies.
3. JEPA Sections on Future Facilities- Sections 5.3 (b) and 5.3 (d) would remain. Section 5.3(b) would allow acquiring, constructing, etc. a facility. Section 5.3 (d) would allow bond financing for a facility. Section 5.3 (c) on eminent domain would be removed from JEPA.

Facilities would be approved on an “opt-in” basis. First, at least a majority of the Board would have to approve pursuing the Facility. Those member agencies choosing to “opt- in” would participate in the facility, have the benefits of using the facility, would pay for costs, and would have all financial and other liability. The governing body of where the facility would be located (host community) must approve the facility, and may use their rights under Government Code Section (insert eminent domain code section here).

4. Unanimous vote of the Board to allow Authority to require Members to pay pass through fees. A Board unanimous vote would be required to allow the Authority to require Members to pass through fees under circumstances where the revenue received from the Approved Rates is not available or inadequate or when such amounts are not paid to the owner or operator of the Approved Facility.

5. Penalties to be allocated based on solid waste tonnage. Penalties assessed by CalRecycle to be apportioned by the aggregated solid waste tons generated by each Member, and not on an equal share.
6. El Cerrito Compensation and HHW Budget - Any member agency with a separate Post-Collection Agreement would pay their portion of Authority budget based on aggregated solid waste tonnage. Any member agency with a separate Post-Collection Agreement would pay their share of HHW program costs through an allocation based on aggregated solid waste tonnage.
7. Financial Liability when a member agency does not vote in favor of a Board action - A member agency which does not vote in favor of a Board financial liability action is still responsible for their share of the financial liability of the action.
8. Member city designated under government code 6509- Designate San Pablo. San Pablo and Hercules both have \$50,000 contract limit (compared to \$45,000 in Pinole). City Managers felt (of the three) that San Pablo has the most up to date financial, personnel and administrative policies. Also, San Pablo is now updating their purchasing policy.
9. City Managers agreed to delegate to Regional staff group to work with Authority staff on about 20-25 other smaller issues, involving clarification and easy to resolve issues.
10. Next JEPA draft would be an administrative draft- to be reviewed and potentially revised by City Managers prior to distribution to Board, regional staff, city attorneys.



CITY OF PINOLE

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January 15, 2019

Mr. Stan Hakes
Executive Director
WCCIWMA/RecycleMore
1 Alvarado Square
San Pablo, CA 94806

Re: RECYCLEMORE JEPA AMENDMENT STATUS UPDATE

Dear Mr. Hakes:

As you know, in July 2017, the Recyclemore Board of Directors requested the assistance of the West County City Managers to recommend a Joint Exercise of Powers Agreement (JEPA) framework in order to complete the drafting of a new JEPA document.

Over the last 18 month period, there has been substantial effort made by all five (5) City Managers to reach consensus on a recommended JEPA framework which attempted to address all JPA related operational matters. The Board approved the City Manager's framework recommendations in January 2018. Since then the focus has been on developing JEPA language to reflect this new framework.

In August 2018 the City Managers agreed to specific verbiage and in concept to all of the outstanding issues. The last remaining task was for Board Counsel to clean up the language in draft Section 15.2, Disbursement of Unallocated Funds Upon Withdrawal, to reflect the agreed upon intent.

In December 2018, the City of Richmond proposed new changes to the August 2018 City Manager recommended JEPA language. On January 7, 2019, the City Managers, and a staff representative from Richmond, met again to discuss the proposed changes from the City of Richmond. The sticking point became clear, in that after the concessions that the other cities have made in relation to the unanimous voting requirement for all financial decisions of the Board, Richmond wishes to retain their voting power by either keeping three (3) Board members or providing one member with a weighted vote. This is not acceptable to the City of Pinole.

While the City of Pinole feels that the August 2018 draft language was suitable and in the best interest of all members, we are willing to consider additional language modifications to the financial aspects of the draft JEPA to address the other comments provided by Richmond. We are not, however, interested in providing concessions related to all financial actions and amendments to the withdrawal requirements, while still maintaining the current governance model, or a weighted voting model whereby Richmond retains more authority than the other member agencies.

RecycleMore JEPA Update Letter
January 15, 2019
Page 2

I wanted to provide you with the City of Pinole's position so you may include it in your presentation to the Board on January 24, 2019.

As always, should you have any questions or need additional information, please feel encouraged to contact me at (510) 724-8933, or mfitzer@ci.pinoles.ca.us.

Sincerely,



Michelle Fitzer
City Manager

cc: Mayor and City Council members
Tamara Miller, Development Services Director



CITY MANAGER

January 15, 2019

Mr. Stan Hales
Executive Director
WCCIWMA/RecycleMore
1 Alvarado Square
San Pablo, CA 94806

I understand that you are planning to provide your Board with an update on the proposed Joint Exercise of Powers Agreement amendment later this month. Unfortunately, a recent meeting of the five West County City Managers was not able to resolve the issues raised by the City of Richmond.

The purpose of this letter is outline the City of Hercules' current position on the matter.

The City of Hercules remains willing to proceed with the JEP A Amendment as provided for in the City Manager's Framework from August 2018, with possible clarification to the financial provisions upon withdrawal as requested by Richmond. However, we are not able to entertain the proposed JEP A Amendment without the governance changes previously agreed to by the City Managers and as reflected in the August 2018 Framework.

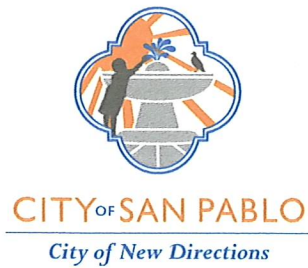
Sincerely,

David Biggs
City Manager

xc: Mayor & City Council

January 9, 2019

Mr. Stan Hakes,
Executive Director
WCCIWMA/RecycleMore JPA
1 Alvarado Square
San Pablo, CA 94806



Re: RECYCLEMORE JEPA AMENDMENT PROCESS (STATUS)

Dear Mr. Hakes:

Stan

Since July 2017, the RecycleMore JPA Board of Directors has solicited the assistance of the five (5) West County City Managers to recommend a Joint Exercise of Powers Agreement (JEPA) amendment framework to streamline RecycleMore's regional coordination and program management of solid waste, recycling, household hazardous waste, and regulatory reporting programs to the State of California on behalf of all JPA member agencies.

Over the last 18 month period, there has been substantial effort made by all five (5) City Managers to reach consensus on a recommended JEPA amendment framework that attempted to address all JPA related operational issues (i.e. core services, reserve fund disbursement, provisions for member agency withdrawal, and including changes to Board governance and representation, etc.). A consensus was successfully reached collaboratively by all five (5) City Managers in August 2018.

Unfortunately, as you know, in December 2018, the City of Richmond proposed new changes to the August 2018 City Manager recommended JEPA amendment framework. Unfortunately, the City of San Pablo does not agree with all of the proposed changes from the City of Richmond as reviewed in a recent meeting held on January 7, 2019.

Therefore, despite not being able to reach consensus at this time, the City of San Pablo wishes to clarify its position for your scheduled update to the RecycleMore JPA Board on January 24, 2019. For the betterment of all member agencies involved, the City of San Pablo supports a JEPA amendment process to move forward, as follows:

- **The City of San Pablo supports a JEPA amendment process which is in alignment with the City Manager recommended JEPA amendment framework reached in August 2018 by all five (5) City Managers; and**
- **The City of San Pablo is willing to entertain possible language clarification to specific financial provisions recently requested in December 2018 by the City of Richmond; and**

- **The City of San Pablo will NOT entertain or support any changes to the Board's recommended governance and representation provisions that were previously agreed to in the August 2018 City Manager recommended JEPA amendment framework.**

Should you have any questions about this matter, please contact me directly at (510) 215-3016, or MattR@sanpabloca.gov.

Thank you for your time and consideration.

Sincerely,



Matt Rodriguez,
City Manager

cc: Mayor and City Council
City Attorney
Assistant City Manager
Public Works Director
Environmental Program Analyst



AGENDA REPORT

CITY MANAGER'S OFFICE

DATE: February 26, 2019

TO: Mayor Butt and Members of the City Council

FROM: Carlos Martinez, City Manager
Shasa Curl, Economic and Community Development Director

SUBJECT: RECYCLEMORE JOINT EXERCISE of POWERS AGREEMENT VOTING STRUCTURE

STATEMENT OF THE ISSUE:

The West Contra Costa Integrated Waste Management Authority ("RecycleMore") is a joint powers authority (JPA) charged with overseeing the post-collection processing of solid waste, recycling, and green waste materials. At the beginning of 2016, RecycleMore led the process to restate and revise the agency's governing agreement known as the Joint Exercise of Powers Agreement ("Agreement"). City staff is seeking City Council direction on the proposed reduction of Richmond's weighted vote in the draft Agreement.

RECOMMENDED ACTION:

RECEIVE a presentation and provide DIRECTION to the City Manager on the voting structure for the RecycleMore Joint Exercise of Powers Agreement.

FINANCIAL IMPACT:

There is no financial impact to the City's General Fund.

Richmond ratepayers contribute approximately 57 percent of RecycleMore's operating budget and total revenue collected for post-collection services.

DISCUSSION:

Background

The City of Richmond's solid waste and recycling services are provided by two agreements with Republic Services: 1) a collection franchise agreement managed by the City of Richmond; and 2) a post-collection agreement managed by RecycleMore. The post-collection agreement includes recyclables processing, composting, operation of a Household Hazardous Waste facility, and the transfer, transportation, and disposal of solid waste. Both the collection and post-collection agreements end in 2025.

RecycleMore was formed in 1991 to finance the construction of a regional recycling facility known as the Integrated Resource Recovery Facility (“Recycling Facility”) and meet State recycling mandates. The original Joint Exercise of Powers Agreement (“Agreement”) was developed with respect to the agency’s financial obligations, and was intended to serve as the governing agreement until the bonds were fully repaid on December 31, 2013. RecycleMore has provided benefits to member cities by meeting State recycling mandates, providing household hazardous waste recycling programs, and leading an updated post-collection agreement that expanded food scrap recycling services.

In December 2015, the RecycleMore Board of Directors directed RecycleMore staff to draft an updated Agreement that would reflect the Agency’s new role after the Recycling Facility construction bond repayment, update the withdrawal process for member cities, and include opportunities for Contra Costa County to join as an official member. The first workshop to receive input on the Agreement update was held April 2016, and since that time, there have been numerous workshops, Board Meetings, and recommendations to aid in the revision of the Agreement. Throughout the update process, Richmond Board Directors have consistently conveyed requests for equitable policies that recognize Richmond’s financial contribution to the JPA, and Richmond’s environmental and health burdens attributed to hosting the regional solid waste facilities.

On December 23, 2016, Richmond’s City Manager, as directed by the Richmond City Council, sent a letter stating grievances with the November 2017 version of the Agreement and giving notice of intent to withdraw if Richmond’s requests were not satisfactorily addressed (Attachment 1). In an effort to support the Agreement revision process, City Managers from each of the RecycleMore member cities formed a working group to develop a RecycleMore framework (Attachment 2) for Board consideration. On January 18, 2018, the City Managers presented their recommended framework (“framework”) to the RecycleMore Board and the RecycleMore Board voted to incorporate it into the Agreement update.

The intent of the City Manager’s framework was to focus RecycleMore on core programs, services, and projects, “Core Services” that would increase diversion to meet State mandates, improve quality of service, and effectively manage rates and the post-collection agreement. The Framework aimed to avoid non-core programs, services, and projects (non-core services) unless there was unanimous agreement between RecycleMore directors. In addition, this Framework included a reduction in Richmond’s voting powers to assuage concerns from smaller cities. Richmond’s previous City Manager agreed in concept to the Framework; however, agreement was dependent on adequately and satisfactorily incorporating all elements of the City Manager’s Framework and addressing Richmond’s request for equitable policies. At the end of August 2018, the City Managers and JPA failed to broker a deal on the previous Framework.

Since then, the City of Richmond’s leadership has changed and Richmond’s current leadership has determined that the proposed reduction in Richmond’s voting representation is not in the City’s best interest. The City is not obligated to continue negotiating a deal to reduce Richmond’s voting representation on the Board.

City Managers JEPA Issues

The principal Agreement issues that remain unresolved include: 1) voting; and 2) withdrawal. The other member agencies request Richmond reduce its representation on the board to one unweighted vote, equivalent to 20 percent (*1 Richmond board member divided by 5 total members*) and consider it a “deal breaker” if Richmond does not agree to one unweighted vote. Richmond requests a clear and reasonable withdrawal policy, and fair disbursement of reserve funds upon withdrawal.

Richmond’s current voting percentage is 43% (*3 Richmond board members divided by 7 total members*), and is supported ideally by all three board member’s attendance. Richmond’s proportional representation on the RecycleMore Board was established to reflect Richmond’s significant population and rate base compared to other member cities. The Richmond community hosts the region’s solid waste facilities; provides more than 50 percent of RecycleMore’s budget; and incurs the most economic, health, and infrastructure impacts from solid waste operations. It is common practice for members of regional agencies to have weighted voting.

Richmond City staff recommends that the City Council direct the City Manager to pursue two options presented below.

Option 1: Remain in the JPA if the Agreement attains the following three key points of equity:

- 1) Maintain Richmond’s weighted voting to include:
 - a. “MCE model” (explanation stated below)
 - 1 Director equivalent to 3 votes; or
 - b. Status quo with 3 Directors.
- 2) Update the withdrawal language to allow member agencies to leave the agency and request ratepayer contributed funds proportionally and fairly.
- 3) Focus JPA programs on the following:
 - Household Hazardous Waste Programs
 - Compliance with State laws
 - § Prepare and submit annual reports to Cal Recycle
 - § Remain in compliance with AB 939 and associated diversion mandates.
 - § Implement and remain in compliance with AB 341 (mandatory commercial recycling) and AB 1826 (mandatory organics collection)
 - § Implement and remain in compliance with SB 1383
 - Manage the Post-Collection Agreement
 - Set Post-Collection Rates
 - Outreach and Education
 - Legislative Updates

The “MCE model” would utilize the voting model adopted in the MCE JPA as stated below.

Summary (example) of voting percentage calculation:

1. (1/total Number of Directors)/multiplied by 50 AND (10 percent for each member city)
2. (Jurisdiction Annual Solid Waste Tonnage/JEPA Total Annual Solid Waste Tonnage) multiplied by 50 (Approximately 29.3 percent for Richmond)

The sum of the above is equivalent to: $10\% + 29.3\% = 39.3\%$ for Richmond’s weighted voting.

Option 2: If there is no agreement between the member cities, then RecycleMore and the City of Richmond should initiate a transition plan for future consideration.

The Member Agencies’ contributions to RecycleMore were reported in the April 6, 2017 Financial Impact and Disposal/Diversion Report by R3 Consultants. The report concluded that Richmond ratepayers contribute a net \$916,318 annually to the RecycleMore budget. If Richmond were to withdraw, it would receive an estimated \$916,318 annually to manage the Post-Collection Agreement and provide related recycling services. The following findings summarize the subsidies and contributions from RecycleMore budget and Richmond’s ratebase:

- Richmond ratepayers contribute \$515,000 of RecycleMore’s \$991,000 annual budget.
- Richmond ratepayers contribute \$508,531 of RecycleMore’s \$978,607 HHW budget.
 - § R3 estimates our participation costs are \$382,981 annually, with a net annual variance of \$125,464 (the variance is due to the Richmond’s lower participation at the HHW facility and revenues generated from solid waste tonnage).
- Richmond ratepayers contribute an annual rate subsidy of \$315,854 to other JPA cities (Richmond has a higher industrial and commercial ratepayer base).
- It is important to note that Richmond ratepayers benefit from approximately \$40,000 of recycling revenues generated by other participating cities.

It is important to consider Richmond’s responsibility and obligation to contribute to retirement obligations. RecycleMore Board has recently appropriated significant funding from the reserves to address the CalPERS Unfunded Accrued Liability and Other Post-Employment Benefit liabilities. More information still needs to be analyzed on future liabilities if Richmond were to withdraw.

Additionally, household hazardous waste costs in the post-collection agreement are aggregated regionally with all RecycleMore cities. Richmond has reached out to Republic Services to provide feedback on the April 6, 2017 Financial Impact and Disposal/Diversion Report by R3 Consultants to determine how Household Hazardous Waste (HHW) costs and services may be affected by withdrawal. City staff will continue to evaluate all potential financial obligations and clarify cost changes if the City were to withdraw from RecycleMore.

ATTACHMENTS:

1. City Manager Letter to RecycleMore 12-23-16
2. City Managers’ Recommendation 12-5-17



December 23, 2016

Mr. Stan Hakes
Executive Director
West Contra Costa Integrated Waste Management Authority
1 Alvarado Square
San Pablo, CA 94806

RE: INITIATION OF PROCESS TO WITHDRAW FROM RECYCLEMORE

Dear Mr. Hakes:

At its meeting of December 20, 2016, the Richmond City Council directed its city manager to initiate actions on behalf of the Richmond City Council for possible withdrawal by the City of Richmond from the West Contra Costa Integrated Waste Management Authority ("RecycleMore"). In accordance with City Council direction, this letter shall serve as the City of Richmond's initial notice of intent to withdraw from RecycleMore.

While we acknowledge the significant benefits that have been provided by RecycleMore to member cities since its formation in 1991, the City of Richmond has significant concerns with the new terms of a proposed updated Joint Exercise of Powers Agreement (hereinafter referred to as the "updated Agreement").

As you know, RecycleMore held a series of workshops during 2016 that has led to the creation of an updated Agreement. In discussing the proposed updated Agreement throughout RecycleMore meetings and workshops in 2016, Richmond's Board Directors requested that terms be equitable across all participating agencies. Unfortunately, the underlying policies included in the updated Agreement proposed by RecycleMore do not represent the best interest of Richmond's ratepayers, and continue inequitable ratesetting and budgetary policies that disproportionately impact Richmond's businesses and residents.

Richmond's interest in remaining a member of RecycleMore is dependent on whether or not the following issues can be satisfactorily addressed:

- 1) The updated Agreement reduces Richmond's proportional representation on the RecycleMore Board, which was established to reflect Richmond's significant population and rate base contributions compared to other member cities. Richmond represents approximately 56 percent of all tonnage and revenues for RecycleMore in calendar year 2015. Under the updated Agreement, Richmond's

representation on the RecycleMore board would be reduced to 37.5 percent, or three Richmond directors sitting on a board of eight directors total.

Richmond requests that it receive an additional voting Director, or RecycleMore adopt a tie-breaker voting policy weighted solely by solid waste tonnage.

- 2) The updated Agreement contains an unclear and inequitable withdrawal policy that would prevent a member city from withdrawing without an agreement approved by a majority of the non-withdrawing members. These terms unfairly hamper any member's ability to withdraw even in the case where common interests no longer exist among RecycleMore's member cities.

Richmond requests that all member cities have the right to withdraw with a simple notice. Individual agreements with a member city should not be a requirement for withdrawal in any circumstance; instead, there should be language in the updated Agreement that specifies all standard terms for such an agency withdrawal.

- 3) In the event of member city withdrawal within the updated Agreement, RecycleMore is requesting the right to retain all reserve funds contributed to RecycleMore by the withdrawing member. This is unfair to any withdrawing member's ratepayers and inconsistent with past Board practice. Richmond's position is that distributions of excess reserves to members, or distributions of reserves to a withdrawing member, be proportional to the contribution that each member agency's ratepayers made to such reserves. This was the principle that was applied by RecycleMore's Board of Directors for the most recent fund distribution, and the updated Agreement does not reflect this principle.

Richmond requests that all funds contributed by a withdrawing member's ratepayers be returned to the withdrawing member in proportion to the contribution that such a member agency's ratepayers made to such funds.

- 4) **Richmond requests that RecycleMore include an equity policy framework in the updated Agreement. Consistent with the requests previously conveyed by Richmond's Board Directors, an equity policy framework would ensure that RecycleMore 1) provide services proportional to the financial contributions of each community, and 2) ensure that no member city is disproportionately impacted by post-collection operations, policies or rates overseen by RecycleMore. Reasons for including such an equity framework are addressed below.**

Richmond represents 56 percent of all tons for post-collection services within RecycleMore according to the 2015 annual post collection report. As such,

Richmond ratepayers contribute approximately 56 percent of RecycleMore's operating budget through a per ton pass through fee. RecycleMore's annual operating budget for the Fiscal Year 2017 is \$994,750. Richmond's ratepayers account for approximately \$557,060 of the total annual operating budget.

RecycleMore's primary responsibilities include oversight of the post-collection agreement, household hazardous waste budget and reporting to the State to meet recycling mandates. Many of RecycleMore's services are provided to member cities on a per member city basis and are not pro rata. Richmond receives the same level of RecycleMore service as each of the smaller cities within RecycleMore; however, Richmond ratepayers contribute a majority of the RecycleMore budget. If the 2017 RecycleMore budget were divided equally amongst the five member cities, each member city would contribute \$198,950. The budgetary difference for Richmond's ratepayers contributions minus services received is estimated to be \$358,110 annually.

Proposed amendments in the updated Agreement would formalize RecycleMore's inequitable budget policies. Section 13.6 of the updated Agreement would continue and strengthen an inequitable policy to generate a majority of funding for RecycleMore general services from Richmond's ratepayers. The updated Agreement does not provide a framework to develop a more equitable delivery of services to ratepayers as requested by Richmond's RecycleMore Board Directors throughout the workshops in 2016.

Richmond has historically subsidized rates for all RecycleMore member cities through an industrial rate base funded primarily by Richmond's businesses. In calendar year 2017, the actual cost per ton to process all waste types is \$91.08; the amount charged on industrial customers is \$137.90; this difference generates a net revenue of \$46.82 per ton. According to the 2015 annual report, Richmond represents nearly 76 percent of the 21,489 industrial tons processed within RecycleMore; all other RecycleMore cities combined represent 24 percent. The net revenue from the industrial sector is used to offset costs for all RecycleMore ratepayers irrespective of the originating city. Richmond City staff members estimate that the cross-jurisdictional industrial subsidy emanating from Richmond to other cities is approximately \$354,116 annually. That amount is expected to continue to grow each year due to Richmond's expanding industrial rate base relative to other RecycleMore cities.

Richmond requests that the net revenue emanating from Richmond's industrial businesses remain within Richmond to provide additional funding or services to Richmond residents.

- 5) Richmond has significant concerns regarding RecycleMore's expansion of powers and authority concerning the acquisition, construction, or financing of a solid waste or recycling facility.


Richmond requests that each member's respective board or city council be provided the option to participate, or not to participate without penalty, in any bond issuance or ordinance developed by RecycleMore.

Richmond requests that RecycleMore not have the ability to franchise any of Richmond's recycling, solid waste, or green waste material, without the expressed consent of the Richmond City Council at a Richmond City Council public hearing.

Richmond also requests that the Authority's use of eminent domain for purposes of acquiring an existing facility or constructing a new facility require the consent of the City Council or Board that hosts the existing facility or that will host the new facility.

In its action at the meeting of December 20, 2016, the Richmond City Council was clear that its city manager should only initiate actions on its behalf for possible withdrawal by the City of Richmond from RecycleMore, and that the Council was not making a final decision to withdraw from the JPA. However, the Council was also clear that satisfactory progress on these issues would be critical to their decision. We look forward to continued discussions with RecycleMore to identify mutually acceptable outcomes in the updated Agreement that allow RecycleMore to act in the best interests of all ratepayers.

Sincerely,



William A. Lindsay
City Manager

CC:
RecycleMore Chair Peter Murray
Kent Alm

**RECYCLEMORE Framework
City Managers Recommendations
Initial Discussion Draft
December 5, 2017**

SERVICE TYPES

Required Services

- ❖ Monitoring of the Republic Services (RS) Post Collection Agreement. This includes:
 - Ensure that the terms of the PCA are being met, including
 - Expected diversion rates at the Organic Materials, Dry Materials, C&D, and Recyclable Materials Processing Facilities
 - Expected level of service at the Transfer Station and by the HHW Program
 - Expected level of service for solid waste diversion program in all WCCUSD facilities – including those in El Cerrito
 - Monitoring Contractor's compliance with Applicable Law, permits, facility requirements and best management practices, including proper records management, provision of insurance, etc.
 - Oversight of all PCA recycling and diversion programs performed by Republic pursuant to PCA
 - Validate PCA rates to ensure accuracy and reasonableness
 - Validate quarterly and annual reports
 - Seek amendments to the PCA that reduce costs to JPA participating agencies.
 - Seek amendments to the PCA that increase the benefits of the JPA to its participating agencies.
 - Negotiate the lowest possible rates for participating agency citizens and businesses.
- ❖ AB 939 Compliance/Reporting. This includes:
 - Collecting and submitting information from member agencies to update Electronic Annual Report (EAR) and updating and uploading other required reports
 - Reporting annual waste and diversion tonnages to the Board and member agencies
 - Maintain regional SRRE and HHWE
 - Coordinate WCCUSD Source Reduction and Recycling Compliance
 - Coordinating with CalRecycle staff for on-site member agency meetings
- ❖ HHW Programs. This includes:
 - Work with member agencies to determine desired level of service
 - Set and approve HHW Budget

- Provide oversight of contract for HHW facility and any satellite or mobile events
- Ensure expected level of service is being maintained
- Monitoring Contractor's compliance with Applicable Law, permits and best management practices, including proper reporting, records management and retention, provision of insurance, etc.
- Continue to operate the Motor Oil Recycling Program and all related public information, compliance and events
- Implement and oversee Pharmaceutical Program

Optional but Recommended Services

- ❖ Administration and oversight of RecycleMore including Board packet preparation, human resources, information technology and financial matters (audit services).
- ❖ Public Outreach/Education, beyond existing Republic Services efforts. This includes:
 - Outreach and education regarding HHW and Motor Oil Recycling Program
 - Multi-family and commercial recycling and organics outreach and education – but only if El Cerrito gets to equally benefit from RM efforts.
- ❖ Legislative Monitoring – as a standing Board agenda item.
 - Providing timely updates on proposed legislation that will affect local government solid waste and diversion programs;
 - Provide analysis for Board to take actions to support or oppose proposed legislation
 - Assist member agencies in interpreting and/or implementing legislation that has passed, where regional action or program templates are required.
 - C&D Recycling Compliance template and education produced by RM is a good example of assisting with implementation.
- ❖ Special Projects, with unanimous approval of the Board and funding included in annual budget

Policy Recommendations to Improve Focus and Efficiency

RESERVE POLICY

- ❖ Establish three funds:
 - Operating Reserve equal to three months or twenty-five (25) percent of annual expenditures
 - Emergency Reserve at \$300,000
 - Legal Liability Reserve (OPEB & PERS) at \$550,000
- ❖ No recycling reserve fund – rates adjusted annually to reflect current markets
- ❖ No special projects fund
- ❖ Onetime expenses budgeted annually

- ❖ Any funds above these amounts shall be either disbursed to the Member Agency pursuant to current formula or held by the Agency pursuant to that formula for future programs and projects benefiting that Member

ANNUAL RATE SETTING

- ❖ Current PCA rates pursuant to formula
- ❖ RecycleMore rate setting methodology shall be defined through a resolution of the Board reflecting current and past practice, and any changes would require unanimous approval of the Board.

STRUCTURE

- ❖ Board shall reflect one voting representative per member agency
- ❖ Board meets four quarterly and more frequently if needed
- ❖ The Internal Operations Committee becomes Ad Hoc and meets only as needed
- ❖ RecycleMore Executive Director and staff shall meet on an as needed basis jointly with Member Agency staff who shall be advisory to the Executive Director, and Member Agency staff shall also serve as a resource to each respective City Manager/County CAO and Board Member.



CITY COUNCIL REPORT

9C

DATE: AUGUST 20, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

**SUBJECT: APPROVING THE COUNCIL NORMS OF BEHAVIOR
ESTABLISHED DURING THE CITY COUNCIL TEAM BUILDING
WORKSHOP**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Council Norms of Behavior established during the City Council Team Building workshop.

BACKGROUND

In April the City Council awarded a contract to Management Partners to conduct Council Team Building and Community Strategic Planning processes. The Council Team Building workshop was held on Saturday, June 29, 2019.

REVIEW AND ANALYSIS

At the Council Team Building workshop the Council discussed and agreed upon Council Norms of Behavior to follow in general and at Council meetings moving forward. This item is being brought before the Council to formally approve these Council Norms.

FISCAL IMPACT

None.

ATTACHMENTS

A. Resolution, with the Council Norms as Exhibit A

ATTACHMENT A

RESOLUTION 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE COUNCIL NORMS OF BEHAVIOR ESTABLISHED DURING THE CITY COUNCIL TEAM BUILDING WORKSHOP

WHEREAS, the City Council hired Management Partners to conduct Council Team Building; and

WHEREAS, the Council participated in a full-day of Team Building on June 29, 2019; and

WHEREAS, out of that workshop the Council established a list of Council Norms of Behavior that they wish to follow, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Council Norms and agrees to adhere to them.

PASSED AND ADOPTED this 20th day of August, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day of August, 2019.

Heather Iopu, CMC
City Clerk

What are the Pinole Council norms?

- Work for the common good, not for personal interest.
- Communicate through the City Manager.
- Work for “win/win” solutions by striving for consensus and seeking common ground.
- The Council’s policy deliberation process will be performed in the following order:
 - Council questions;
 - Public questions;
 - Council deliberations;
 - Motion(s);
 - A decision made by majority vote.
- Praise Council and staff decision(s) in public and offer corrective comment(s) in private.
- Share information with each other early in the process to avoid surprises.
- Address one another by role and last name and shake hands once the meeting concludes.
- Establish a structure where the Mayor calls on members.