CITY COUNCIL
Anthony Tave, Mayor
Devin T. Murphy, Mayor Pro Tem
Maureen Toms, Council Member
Cameron Sasai, Council Member
Norma Martínez-Rubin, Council Member

PINOLE CITY COUNCIL
MEETING AGENDA

July 7, 2026
5:30 PM
Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR
Attend VIA ZOOM TELECONFERENCE – Details provided below

How to Submit Public Comments:

In Person:
Attend meeting at the Pinole City Council Chambers, fill out a yellow public comment card and submit it to the City Clerk.

Via Zoom:
Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here. Zoom also allows you to join the meeting by phone.

From a PC, Mac, iPad, iPhone or Android:
https://us02web.zoom.us/j/89335000272

Webinar ID: 893 3500 0272

By phone: +1 (669) 900-6833 or +1 (253) 215-8782 or +1 (346) 248-7799

- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak (subject to modification by the Mayor)
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the “raise hand” feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide and press *6 to unmute. To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.

Written Comments:

All comments received **before 3:00 pm the day of the meeting** will be posted on the City’s website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting. **Email comments to comment@pinole.gov** Please indicate which item on the agenda you are commenting on in the subject line of your email.

OTHER WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 30 AND CHANNEL 1070. Meetings are broadcast again the following week on channels 30 and 1070 (previously channel 26). The Pinole Community TV program schedule is published on the City's website at www.Pinole.gov/PCTV.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.Pinole.gov/PCTV. Meeting videos remain archived on the site for five (5) years. Pinole Community TV can also be streamed live from Roku, Apple TV, or Amazon Fire.

TEMPORARY NOTICE: Some Comcast subscribers may also be able to see PCTV Government Media programming on Channel 30 while we work through an FCC must-carry requirement.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Bell-Spears at (510) 724-8928 or hbell@pinole.gov.

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.

Note: Staff reports are available for inspection on the City Website at www.pinole.gov. You may also contact the City Clerk via e-mail at hbell@pinole.gov.

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. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. 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.

4. CONVENE TO A CLOSED SESSION

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

A. **CONFERENCE WITH LABOR NEGOTIATORS**
Gov. Code § 54957.6
Agency designated representatives: Interim City Manager, Garrett Evans, City Attorney, Eric Casher, Human Resources Director, Stacy Shell, Finance Director, Markisha Guillory, and Gregory Ramirez, IEDA
Employee organization: AFSCME Local 1, AFSCME local 512, the Pinole Police Employees Association (PPEA), and the Management Compensation Plan (MCP).

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

6. 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. Individuals may not share or offer time to another speaker. 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. PLEASE SEE THE COVERSHEET OF THE AGENDA FOR INSTRUCTIONS ON HOW TO SUBMIT PUBLIC COMMENTS

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. **Proclamations**

1. Independence Day

2. Honoring Centenarian Rosemarie Cutino

B. **Presentations**

1. Contra Costa County Civil Grand Jury, Report No. 2604, Pinole's Financial Future: It's a Rough Road

9. 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 Regular City Council Meeting on on June 16, 2026 and the Special City Council Meeting on June 23, 2026.

B. Receive the June 13, 2026 – July 3, 2026, List of Warrants in the Amount of $1,9714,186.71, the June 18, 2026 payroll in the Amount of $565,332.19, and the July 3, 2026 Payroll in the Amount of $740,473.12.

C. Adopt a Resolution to Approve Master Salary Schedule Updates **Action: Adopt Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**

D. Pinole Police Department purchase of safety equipment from the Supplemental Law Enforcement Service Fund and one vehicle from the Equipment Reserve Fund **Action: Adopt Resolution per Staff Recommendation (Justin Rogers, Melissa Klawuhn)**

E. Adopt an Ordinance Renewing AB481 Military Use Equipment **Action: Waive the second reading and adopt an ordinance approving the renewal of the City's Military Equipment Use Policy (Justin Rogers, Melissa Klawuhn)**

F. Adopt Resolution Approving "Public Highway At-Grade Crossing Agreement" Between The City Of Pinole And Union Pacific Railroad Company For Construction Of Improvements Across The Railroad Tracks For The Tennent Avenue/Bay Trail Gap Closure Project (City Cip Project No. RO1902 - Up Real Estate Project No. 0209671) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

G. Adopt Resolution Approving "Public Roadway Encroachment Agreement" Between The City Of Pinole And Union Pacific Railroad Company For City's Construction Of Improvements In The Railroad Right-Of-Way Along Railroad Avenue As Part Of The Tennent Avenue/Bay Trail Gap Closure Project (City Cip Project No. RO1902 - Up Real Estate Project No. 0806493) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

H. Adopt Resolution Approving Second Amendment To The Consulting Services Agreement

Between The City And GHD, Inc. For Development Of The City's Active Transportation Plan - Project IN2106 **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

I. Adopt Resolution Approving Construction Services Agreement Between The City Of Pinole And McGuire And Hester For Implementation Of Phase 1 Of Fiscal Year 2026/27 Road Rehabilitation Project (Cip Project # RO2301) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

10. 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.**

A. None

11. OLD BUSINESS

A. None

12. NEW BUSINESS

A. Housing Successor Fund Policy Recommendations and Evaluation of an In-Lieu Fee Alternative to the Inclusionary Housing Requirement **Action: Receive Report and Provide Direction (Jared Murti, Lilly Whalen)**

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6 **Citizens may speak under any item not listed on the Agenda.** The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. 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 meeting.

14. ADJOURNMENT to the Regular City Council Meeting of July 21, 2026 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.

Heather Bell-Spears, CMC
City Clerk
POSTED: Thursday, July 3, 2026 at 3:05 pm

Proclamation

INDEPENDENCE DAY
JULY 4, 2026

WHEREAS, *Two and a half centuries ago, on July 4, 1776, the Continental Congress declared that the 13 American colonies were no longer subject to the monarch of Great Britain and were united, free, and independent states; and*

WHEREAS, *the 13 colonies soon adopted the Declaration of Independence, a historic document drafted largely by Thomas Jefferson; and*

WHEREAS, *since then, July 4th has been annually celebrated as Independence Day, also known as Fourth of July, to commemorate the birth of American independence with festivities such as fireworks and parades; and*

WHEREAS, *in 1870, the U.S. Congress made Independence Day a federal holiday, and this day continues to remain an important symbol of patriotism and political freedom; and*

WHEREAS, *on this day, individuals celebrate by displaying the American flag outside their homes or buildings, arranging fireworks often accompanied by patriotic music, and simply enjoying time with their families; and*

WHEREAS, *we should also take time to pay tribute to those in uniform, our civil rights leaders, advocates, and others who have made great strides to safeguard liberty and equality, and recognize the urgent work ahead of us to create a more perfect union.*

NOW, THEREFORE, I, ANTHONY TAVE, *Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim* ***JULY 4, 2026, AS INDEPENDENCE DAY*** *in the City of Pinole and I encourage all Pinole citizens to observe this day with appropriate celebrations.*

ANTHONY TAVE
MAYOR of the City of Pinole

Dated: July 7, 2026

Proclamation

HONORING CENTENARIAN ROSEMARIE CUTINO

WHEREAS, *In recognition of Rosemarie Cutino's100th Birthday on July 3, 2026, the Pinole City Council would like to honor Pinole Centenarian Rosemarie Cutino; and*

WHEREAS, *Rosemarie was born on July 3, 1926 in Buffalo, NY; and*

WHEREAS, *she met Thomas Cutino Sr. at a dance in Buffalo, NY in 1956; and*

WHEREAS, *they married in 1956 and moved to California; and*

WHEREAS, *She and Tom initially moved to El Cerrito where they had three children Judith (1957), Camille (1958) and Philip (1960); and*

WHEREAS, *they moved to Pinole to a brand-new home on Arroyo Avenue in November 1960 and had three more children: Thomas Jr (1961), Jeanine (1962) and Maria (1965); and*

WHEREAS, *Rosemarie has seven grandchildren: (Amy, Anna, Gabriel, Giancarlo, James, Joseph and Sami) and continues to live in that same house in Pinole on Arroyo Avenue to this day. She loves this community.*

NOW, THEREFORE, I, ANTHONY TAVE *Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do hereby honor Pinole Centenarian Rosemarie Cutino.*

ANTHONY TAVE
MAYOR of the City of Pinole

Dated: July 7, 2026

The 2025 – 2026 Contra Costa County Civil Grand Jury

Pinole's Financial Future: It's a Rough Road

Report 2604
May 8, 2026

Approved by the Grand Jury

Brenda Balingit
GRAND JURY FOREPERSON
5/14/26
Date

Accepted for Filing

Hon. Terri Mockler
JUDGE OF THE SUPERIOR COURT
5/12/26
Date

Civil Grand Jury reports are posted at: www.cc-courts.org/civil/grand-jury-reports.aspx

SUMMARY

The City of Pinole faces a growing and potentially severe financial crisis driven by structural budget imbalances, rising long-term liabilities, and substantial unfunded infrastructure needs. For multiple years, Pinole has not aligned ongoing expenditures with ongoing revenues. Instead, it has relied on one-time funds and reserve withdrawals to offset annual operating deficits. This approach is contrary to Pinole's published financial policies and is unsustainable.

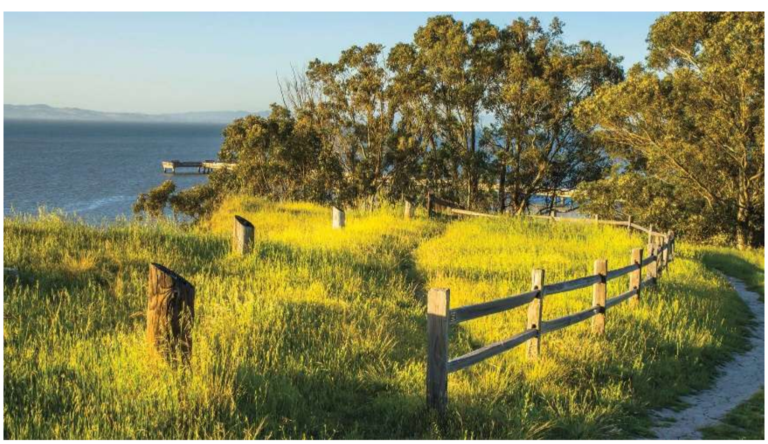
In February 2026, the Pinole City Council (Council) reviewed a "Preliminary General Fund Long-Term Financial Forecast" prepared by Pinole staff that projected annual operating fund deficits starting at $700,000 in Fiscal Year 2026/27. These deficits are projected to grow to $5.6 million in Fiscal Year 2030/31 when Pinole's pension and retiree healthcare trust funds are projected to be exhausted. Financial forecasts prepared by outside experts are consistent with Pinole's projections.

At the same time, Pinole faces mounting long-term financial obligations that will place additional strain on its General Fund. Pinole's unfunded pension liability has grown to approximately $45 million, and its unfunded retiree healthcare liability is approximately $35 million. Pinole also has road rehabilitation and other deteriorating infrastructure that will cost an estimated additional $60 million to eventually repair or replace.

The Grand Jury assessed Pinole's overall financial condition using publicly reported financial data, including audited Annual Comprehensive Financial Reports. These data demonstrate pressure on General Fund reserves resulting from persistent structural budget imbalances and growing liabilities for pensions and retiree healthcare. A fiscal dashboard developed by the California Policy Center applies standardized metrics to the same data and classifies Pinole as financially distressed.

Pinole's current financial trajectory poses serious risks to its long-term fiscal stability and its ability to maintain essential public services. Choices made by Pinole's leadership in the next few years will be consequential for the financial and operational health of Pinole.

BACKGROUND



Situated on San Pablo Bay in west Contra Costa County, Pinole is an attractive suburban community. Among the smallest in population (approximately 19,500) of the County's 19 cities, Pinole offers a variety of housing options. The choices include single-family homes, condominiums, townhouses, and apartment buildings. Several of the apartment buildings are specifically designated as affordable housing. Visitors to Pinole see a vibrant downtown business district comprising many locally owned small businesses. Pinole has several thriving commercial areas adjacent to the Interstate 80 freeway as well as more than a dozen well-maintained city parks.

Pinole is governed by a five-person Council whose members are elected at large and serve four-year overlapping terms. Currently, the mayor is not an independently elected position, as the mayorship rotates among the Council members. The Council holds its public meetings two times per month. The proceedings are live-streamed and broadcast by a city-owned television station, and the recordings are stored electronically and available to the public. A City Manager, supported by staff, is responsible for Pinole's day-to-day operations. The Council hires the City Manager, who serves at the will of the Council. Pinole has faced and continues to face fiscal challenges, like many cities in California and the Bay Area. These challenges are the subject of this Grand Jury report.

METHODOLOGY

The Grand Jury referred to these sources to conduct its investigation:

- Interviews with subject matter experts on the issues addressed in this report
- Financial documents from Pinole, including actual and projected budgets and policies
- Financial regulatory filings (the Annual Comprehensive Financial Report) from Pinole and accompanying Report on the Audit of Financial Statements
- Comparative analysis of Pinole's financial results relative to similar cities
- Review of meetings of the Council posted online, including agendas and minutes
- A report from Baker Tilly Consultants, "Strategic Financial Planning," dated April 2024

DISCUSSION

Definition of Terms Used in this Report

Municipal financial statements use standardized accounting terms to describe financial actions and results. In this report, the following terms are used:

- **Annual Comprehensive Financial Reports (ACFRs):** A detailed set of audited financial statements published annually by local governments, as required by the state controller's office.

- **Capital Improvement Budgets:** The capital improvement budget consists of the budgeted costs for capital projects, which are a set of activities that maintain or improve city assets, often referred to as infrastructure, such as buildings and roads. These activities can be new construction, expansion, renovation, or replacement of existing infrastructure. Project costs can include the cost of land, engineering, architectural planning, and contractual services required to complete the project.

- **General Fund:** Pinole defines it as:

The primary fund of the City used to account for all revenues and expenditures of the City not legally restricted as to use. This fund is used to offset the cost of the City's general operations. Examples of departments financed by the General Fund include the City Council, Police and others.

- **Structurally Balanced Budget:** A budget in which recurring expenditures are funded entirely by recurring revenues, without reliance on one-time sources, such as asset sales or reserve drawdowns.

- **Pinole Sales Tax:** 10.25% total tax as of May 2026, comprising:

    - 7.25% California state tax
    - 1.5% Pinole sales tax from:
        - 0.5% 2006 Measure S
        - 0.5% 2014 Measure S
        - 0.5% 2024 Measure I
    - 1.5% Transportation related (BART and MTC)

- **Unfunded Pension Liability:** When the present value of all retirement benefits promised to current and former employees and retirees exceeds the assets currently held in the pension fund to pay those benefits, there is an unfunded pension liability. The California Public Employees' Retirement System (CalPERS) administers Pinole's pension benefits and requires annual contributions from Pinole. An unfunded pension liability may increase required annual contributions.

- **Other Post-Employment Benefits (OPEB):** Retiree health benefits administered and funded directly by Pinole.

- **Section 115 Trust:** A trust account authorized by the Internal Revenue Code. It is used by municipalities, school districts, and government agencies to set aside funds for future liabilities related to retiree benefits.

- **Unrestricted Net Position: Governmental Activities:** Net position measures the balance of an entity's overall financial resources and obligations, a proxy for net worth. Unrestricted net position for governmental entities is a subset of overall net position representing the portion of city resources that are not restricted and available for operations and long-term obligations like its pension and retiree healthcare obligations.

CHRONIC FINANCIAL ISSUES

Municipal budgets throughout California have been impacted by historical legislation, such as:

- Proposition 13, enacted in 1978, limited property taxes, which are a significant portion of most municipal revenue.
- Proposition 218, passed in November 1996, reformed local government finance by requiring voter approval for new or increased taxes, assessments, and certain fees.

- Proposition 26, passed in 2010, increased voting requirements from a simple majority to a two-thirds super-majority for certain new taxes and fees.

Combined, these legislative actions reduced municipalities' ability to raise revenue while expenditures continued to increase. Furthermore, growing demand for services, rising labor costs, and other barriers to increasing revenue are being felt statewide. Pinole is not immune from these pressures.

Pinole's Government Structure

The Pinole City Council (Council) exercises legislative authority over the city. The Council's responsibilities include the adoption of the annual budget. The Council sets spending targets and priorities and it is the function of the City Manager to execute the Council's direction. The City Manager position is currently filled by a part-time interim manager.

Pinole has established written financial policies that are incorporated into each fiscal year's budget. The Grand Jury reviewed controlling policies as set out in the "Fiscal Year 2025/26 Operating and Capital Budget Appendix: Financial and Investment Policies," as approved by the Council. Pinole's "Structurally Balanced Budget Policy" directs the City to develop an annual budget that will be "structurally balanced whereby the operating budget will be prepared with current year expenditures funded with current year revenue."

Furthermore, Pinole's "Revenue Policy – One-Time (Non-Recurring) Resources" says the "General Fund Budget will be structurally in balance without relying on one-time resources." In the event a budget is passed that is not structurally balanced and requires "one-time resources," the "Structurally Balanced Budget Policy" calls for a plan to be "developed and implemented to bring the budget back into balance."

When expenditures exceed revenues, Pinole posts an operating deficit.

Pinole Has a History of Financial Challenges

Pinole posted an operating deficit in five of the eleven fiscal years between 2015 and 2026. Pinole also showed an operating budget deficit every year from 2003 to 2007. A healthy reserve position served to buffer the deficit in those years, but that reserve was fully depleted by the 2008 recession.

Pinole's Operating Deficits Since 2021

Pinole posted a General Fund operating deficit—before one-time fund balance transfers—for four of the five years from 2021/22 through 2025/26, as shown in Table 1 on the following page.

Table 1. Pinole General Fund Operating Results 2021/22 to 2025/26 (in $ Millions)

	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Actual	FY2024/25 Actual	FY2025/26 Budget
Revenues	$22.9	$29.4	$27.1	$27.6	$31.5
Expenditures	($25.1)	($27.6)	($31.6)	($29.1)	($32.8)
Net Surplus or (Deficit)	($2.2)	$1.8	($4.5)	($1.5)	($1.3)

The surplus in Fiscal Year 2022-23 was the result of a one-time infusion of $4.1 million from the American Rescue Plan Act, a federal government response to the COVID-19 economic impacts. The cumulative deficit for the last five years, including the current 2025/26 budget's projection, is $8 million.

The City Manager's cover letter in the 2025/26 Operating and Capital Budget acknowledges:

> *... the City's prior long-term financial forecast shows that ongoing City revenues are not expected to be sufficient to cover ongoing routine City services, and existing City revenue mechanisms are not going to be sufficient to address the City's two main unfunded liabilities, which are deferred capital maintenance and other post-employment benefits.*

Reliance on One-Time Funding Sources

The approved 2025/26 operating budget projects a $1.3 million deficit before special one-time adjustments:

- Total Revenues $31.5 million
- Total Expenditures $32.8 million
- **Net Deficit** ($1.3) million

The Council passed the Fiscal Year 2025/26 operating budget based on a one-time reduction in General Fund Reserves, or the "rainy-day fund." While this action generated a structurally balanced budget, it cannot be repeated every year under conditions of persistent structural deficits because the General Fund Reserves will eventually be exhausted.

Pinole's original projections for Fiscal Year 2025/26 were revenues of $31.7 million and expenditures of $33.1 million with an estimated ending General Fund Reserve balance of $4.4 million. Pinole's staff noted in the budgeting process that Pinole lacked the capacity to fund significant ongoing expenditures beyond the budgeted amounts. The City Manager's cover letter for Pinole's Fiscal Year 2025/26 Operating and Capital Budget supplies further detail:

The General Fund operating budget is balanced, meaning that ongoing expenditures are funded by ongoing revenues... Also, the budget includes the use of available unassigned fund balance for a number of one-time initiatives and capital improvement projects, which is an acceptable use of this funding source.

The phrase "one-time initiatives" is significant because Pinole's Financial Policies state that "the General Fund Budget will be structurally in balance without relying on one-time resources." The Financial Policies go on to state:

[A]ppropriate uses of one-time resources include establishing and rebuilding the General Fund Reserve, other City established reserves, or early retirement of debt, capital expenditures, reducing unfunded pension liabilities (PERS and OPEB), and other non-recurring expenditures.

This guiding principle establishes a policy that a reduction of fund balances to provide extra revenue to balance the General Fund budget is only appropriate for large and financially strategic expenditures that do not occur on an annual basis. Such transfers are presently the only mechanism by which Pinole can create a structurally balanced budget, even though that same budget without transfers shows a $1.3 million operating deficit.

The budget details the "other non-recurring expenditures" that required a $1.3 million transfer of unassigned fund balances in Fiscal Year 2025/26. There are 16 items ranging from $2,000 for advertising to $10,000 for an executive retreat to $350,000 for road maintenance repairs. Many of these "non-recurring expenditures" are called "Council-directed special projects" in the budget's Executive Summary.

Council-Directed Special Projects

The "other non-recurring expenditures" in the budget document do not conform to the strategic or financial planning expenditures that are envisioned by Pinole's financial policies. Pinole's Operating and Capital Budgets for the two prior fiscal years (2023/24 and 2024/25) used the same approach to characterize general operating deficits as "structurally balanced general fund budgets." In both these prior years, the City Manager's budget cover letters used the same words to note that "the budget does use one-time sources, such as fund balance, for one-time expenditures."

Just as in the Fiscal Year 2025/26 budget, both prior year budgets referenced a list of Council-directed special projects. These special projects in all three fiscal years do not meet the substance of Pinole's financial policies' definition of non-recurring expenditures. The fact that Pinole has used this funding tactic in three consecutive budgets does not adhere to the city's financial policies. Pinole has been drawing down its General Fund Reserve balances each year to fund add-on Council-directed special projects and other recurring expenditures.

The following extract is from the 2025/26 budget Executive Summary:

City staff believes that it will be able to complete the Council-directed special projects listed above by the end of FY 2025/26 but does not have the capacity to take on *any additional special projects...and recommends that the City adopt a practice of not adding any special projects mid-fiscal year unless an existing special project is taken off of the list. It is a public finance best practice…to create a proposed General Fund operating budget that is structurally balanced, meaning that ongoing revenues equal or exceed ongoing expenditures.*

This information matches the wording in the budget letters from the prior two years. Each letter focuses on controlling expenditures, specifically special projects.

LOOKING FORWARD

The Council's Finance Subcommittee held discussions on February 18, 2026, regarding the Fiscal Year 2026/27 Operating Budget. Pinole's finance staff presented a forecast that showed an additional $45 million deficit over the next 10 years. Pinole staff stated that while revenues are increasing 2.7% year-over-year, expenses are increasing at a 5% rate.

City documents identify several challenges Pinole faces that will impose future costs.

- A comprehensive update of the General Plan within the next three years, a refresh or update of the 16-year-old Specific Plan, and a comprehensive Zoning Ordinance update.
    - Collectively, these efforts are expected to cost $2-3 million and will require a multi-year funding strategy.
    - Staff will recommend annual budgeting to set aside funds to support these updates while balancing competing budget priorities.
- Replacement of the police department fleet and mobile radios over the next several years, with expected total costs of $595,000.
- Aging infrastructure and funding limitations, especially in the areas of road rehabilitation, facilities upgrade, and procurement of needed equipment.
- Salary increases due to pending union contact negotiations are expected to increase 5%. Pension and other benefit costs are estimated to increase by 9%.
- A pension benefit trust established in 2018 to help mitigate rising pension costs is estimated to be depleted by Fiscal Year 2030/31, after which the annual General Fund deficit is expected to grow to $5.6 million.
- A trust established to partially fund other post-employment benefits was funded with $2.4 million realized in Fiscal Year 2024/25 by reducing Pinole's general reserves—its rainy-day fund—by half. This fund is also projected to be exhausted by Fiscal Year 2030/31.

The Baker Tilly "Strategic Financial Planning Report"

Baker Tilly Management Partners (Baker Tilly) is a national consulting firm that specializes in municipal governance, including budgets, financial forecasts, and organizational structures. In late 2023, Pinole engaged Baker Tilly to assist it with strategic financial planning. The goals of the engagement were:

- Reviewing the City's financial forecast and extending it to 20 years

- Identifying gaps between current conditions and desired conditions as well as funding gaps
- Developing strategies in conjunction with City staff to close any identified gaps
- Working with staff to gather feedback from elected officials and the public on potential budget strategies
- Developing a draft and final long-term financial plan

In April 2024, Baker Tilly issued a "Strategic Financial Planning Report" (Baker Tilly Report) projecting that Pinole's General Fund will be unbalanced over a 20-year timeframe if actions are not taken to balance ongoing revenues and ongoing expenditures.

PENSIONS, SECTION 115 TRUST & RETIREE HEALTHCARE

Unfunded Pension Liability with CalPERS

Pinole's qualified permanent and probationary employees may participate in the "Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan" (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan offers an individual rate plan within a safety risk pool (police and fire) or a separate risk pool for all others. Table 2 shows the number of participants enrolled in each plan and the annual plan cost.

The approximately 500 pension participants are more than four times the number of current Pinole employees.

Table 2. Pension Liability with CalPERS – Employee Counts and Annual Expense

	Miscellaneous Plans	Safety Plans
Active employees	74	26
Transferred employees	97	54
Retired employees and beneficiaries	128	108
TOTAL	**299**	**188**
Annual Pension Expense	$2,250,481	$4,292,423
Pension Total (Both Plans)		**$6,542,904***

***** For the year ending 6/30/2024

Retirement Unfunded Liability Trend

Details of the total net pension unfunded liability are shown in Table 3. Note the 9.5% compound annual growth rate.

Table 3. Net Pension Unfunded Liability, 2014 – 2024 (in $ Millions)

Pension Type	6/30/14	6/30/19	6/30/24
Total	**$18.5**	**$33.9**	**$44.7**
Miscellaneous	$7.8	$15.1	$18.9
Safety	$10.7	$18.8	$25.8

A key metric to understand pension liability is the "funding ratio," which calculates the ability to pay future contractual retirement benefits. A funding ratio of less than 100% means there are currently not enough assets to pay future obligations. U.S. debt rating agencies such as Standard & Poor's consider an 80% funding ratio the minimum for avoiding potential future payment difficulties. Pinole's funding ratio over the past decade is shown in Table 4.

Table 4. Pinole's Pension Funding Ratios, 2014 - 2024

Pension Type	6/30/14	6/30/19	6/30/24
Miscellaneous	61.1%	69.0%	70.3%
Safety	81.4%	74.2%	72.3%

A Section 115 Trust is used by municipalities, school districts, and government agencies to set aside funds for future liabilities related to retiree benefits. Pinole initially funded a 115 Trust with $16.3 million in July 2018, using the one-time proceeds from the sale of a municipal property to help address its growing pension liability. Pinole spends a portion of its 115 Trust each year to meet its ongoing annual contribution to CalPERS.

Pinole projects a fund balance of $13 million by the end of Fiscal Year 2025/26. Pinole's finance staff and the Baker Tilly Report both estimate that the 115 Trust will be exhausted by Fiscal Year 2030/31. At that point, Pinole's forecasts show the City will be forced to use its General Fund to pay all CalPERS-mandated contributions. This will make it even more challenging for Pinole to achieve structurally balanced budgets.

Pinole's Unfunded Retiree Health Care Liability

Pinole provides OPEB health care coverage to current and former employees with five or more years of service. Pinole is currently funding the benefits on a pay-as-you-go basis, with Fiscal Year 2025/26 payments amounting to approximately $1.6 million.

Table 5 shows the number of active and retired employees covered by the benefit terms under the Plan as of June 30, 2023.

Table 5. Number of Employees Covered by the Plan

Staff Type	# Participants
Active Employees	102
Retirees	104
Total	**206**

Pinole's unfunded OPEB liability was $34.9 million as of June 30, 2024. The City has a component of the 115 Trust account set aside to offset liabilities for OPEB in the amount of $2.4 million. This was funded by a 50% reduction of General Reserves in the current fiscal year. However, Pinole staff forecasts the trust account will be exhausted by Fiscal Year 2030/31.

INFRASTRUCTURE PROJECTS

Pinole's Unfunded Capital Improvements

Pinole has lagged in making capital improvement investments that provide value to its residents. Pinole's public roads are deteriorating due to age and lack of routine maintenance. Public buildings and amenities, such as swimming pools and municipal building roofs, lack adequate repair and maintenance. Pinole staff and the Council estimate that total capital improvement budget needs over the next 10 years amount to a minimum of $120 million. Staff has advised the Council that the total funding requirements cannot be addressed by reliance on the annual $32 million General Fund Operating Plan revenues.

Pinole's Deteriorating Public Roads

Pinole is working to develop a plan and identify funding for the extensive work needed to fix its roads. Possible approaches include a mix of strategic planning, temporary repairs to enhance safety, and ongoing maintenance. A "Road Rehabilitation Plan" is being developed so that construction may begin once the funding has been secured.

All publicly maintained roads in Contra Costa County are inspected every two years as part of a pavement management program through the Metropolitan Transportation Commission (MTC). Pinole estimates it has a backlog of approximately $60 million in pavement maintenance and repair work, based on a 2024 MTC study.

After an inspection, the MTC assigns a Pavement Condition Index (PCI) score to different categories of roads. The most recent PCI score for Pinole's roads overall was "55" (2024). It was "56" and "55" in the previous two years. A "55" score is considered "At Risk" and indicates a need for extensive rehabilitation, substantiating the $60 million estimate.

Roads that are satisfactory or better are less costly to maintain than roads that have already become degraded. The cost for road rehabilitation increases exponentially as the PCI score declines. At a "55" PCI, roads are approaching "Unmaintainable." By comparison, Contra Costa County roads, on average, have a "69" PCI or a "Fair" rating.

Pinole's current financial commitment to rehabilitation is insufficient to avoid continued road deterioration. According to Pinole's "Road Repair" website:

> *Road repairs are planned to be funded through a combination of local and state sources, including $750,000 of Measure J funds for the Pavement Rehabilitation Plan and $350,000 of Measure S funds for maintenance and repairs in FY 25/26.*

Fiscal Year 2025/26 spending of $1.1 million is insufficient to meet estimated overall road rehabilitation needs. Pinole's Public Works department estimates that $20 million is the minimum budget needed over the next five years.

ASSESSMENT OF COMPARATIVE FINANCIAL HEALTH

Pinole's Comparative Overall Financial Health

The State of California publishes comprehensive financial data for all its counties and cities (and special districts). The state does not provide an analytical tool to compare assessments of the fiscal conditions of its counties and cities. The California Policy Center (CPC) is a non-profit organization that has developed a fiscal dashboard that allows for such comparisons and overall fiscal assessments. The Grand Jury recognizes that CPC is an organization engaged in policy advocacy, but its dashboard is based on publicly reported financial data and applies standardized metrics to these same data. The Grand Jury independently reviewed Pinole's underlying financial indicators and found them to be consistent with CPC's assessments.

CPC's dashboard has adopted a fiscal framework developed initially by the Hoover Institution, a public policy organization headquartered at Stanford University. CPC's model applies a standardized set of 10 financial indicators based on Annual Comprehensive Financial Report data and combines them into a composite score. This approach enables consistent comparison of fiscal condition across cities based on liquidity, operating performance, and long-term liabilities. CPC then assigns a letter grade from A to F based on the composite score of each city. These grades are each assigned a designation as low, moderate, or high risk for fiscal distress.

As shown in Table 6, Pinole's overall financial score merited an "F" grade per CPC's scorecard for the last three fiscal years for which data is available. In all three years, Pinole ranked in or near the bottom of all California cities whose ACFR data has been reported to the State.

Table 6. Pinole's Recent CPC Scores and Rankings

Year	Pinole Fiscal Health Score Out of 100/Grade	Pinole Ranking/ Reporting CA Cities
2024	47 / F	**407**/410
2023	49 / F	**436**/442
2022	48 / F	**457**/460

An "F" fiscal health score is described by the CPC as having a "High Risk of Financial Distress." Pinole's adverse fiscal health score is largely driven by its unfunded pension and OPEB obligations and its substantially negative unrestricted net position.

For the same period (2022-2024), the 18 other cities in the County had fiscal health scores ranging from 55 to 99. See Appendix A for more details.

CITY LEADERSHIP - LEARNING TO LIVE WITHIN PINOLE'S MEANS

Tax Fatigue

Pinole cannot feasibly resolve the financial challenges it faces exclusively by raising existing taxes or creating new ones. Pinole residents voted in 2024 to approve Measure I, a 0.50% sales tax increase. Following Measure I and two previous 0.50% sales tax increases approved since 2006, Pinole's residents now pay a total sales tax of 10.25%, highest among Contra Costa County's 19 cities. During the Grand Jury's interviews with subject matter experts, many interviewees used the phrase "tax fatigue" when asked to describe the overall sentiment of Pinole voters. Residents have repeatedly authorized more taxes with little perceived evidence that services are improving.

At an October 14, 2025, Council Finance Workshop, various Council members expressed concern that Pinole residents would not approve additional sales or parcel tax increases. These concerns are related to having just passed Pinole Measure I and the anticipated November 2026 BART-related tax initiative. In addition, the Contra Costa County Board of Supervisors has voted to place a 0.625% general sales tax on the June 2026 primary ballot. The Council suggested that it might not be practical to seek voter approval of additional taxes until 2028.

Expense Reduction: The Elephant in the Room

There are only two ways to bring Pinole's structural operating deficits into balance: finding new sources of incremental revenues or reducing expenditures.

The Council has not prioritized expense reductions in recent years' budget deliberations. Looking ahead, Pinole's long-term projections show expenditures continuing to grow faster than revenues based on existing service levels. The Council's budgets for the last three years continue to promote continuity of service levels and add Council-directed special projects each year while relying on general reserve reductions to close the annual funding gap.

The Baker Tilly Report's long-term financial forecast projects a requirement for Pinole to cut annual expenditures by a minimum 10% per year, even when taking into account the 0.5% sales tax increase authorized by Measure I. The Grand Jury noted potential areas for expenditure reductions. The Fiscal Year 2025/26 budget projects deficits in several Pinole departments, including Recreation ($1.8 million), Building and Planning ($900,000), and Pinole's cable TV station ($400,000). These are examples of departments that have required operating subsidies in recent years and could be the types of targets for efficiency measures and expenditure cuts. In addition, Pinole's staff has suggested to the Council that it avoid further unfunded Council-directed special projects.

The Baker Tilly Report Offers Options

The Baker Tilly Report provided three scenarios for the Council to consider for adoption, shown in Table 7 on the following page. They vary from an option that emphasizes revenue enhancement over expense reduction to an option emphasizing cutting expenses over raising revenue.

Table 7. Baker Tilly Report Fiscal Scenarios

Scenario	Description
Baseline Scenario Before Budget Corrections	• Annual deficits through 20-year forecast period • Assumes pension trust funding ends in 2030 • Current staffing levels • CalPERS maintains current discount rate
Scenario 1 – Strong Revenue Strategies	• Introduce a parcel tax • Increase business license tax rate or revise structure • Finance street and road rehabilitation • Introduce additional ½ cent sales tax measure • Increase franchise fees • Increase UUT for existing services and expand tax to others • Pursue change from General Law to Charter city and successfully introduce real property tax revenue stream
Scenario 2 – Mixed Approach (Moderate Revenues and Implement Expenditure Cost Shift Strategies)	• Increase franchise fees • Increase UUT for existing services and expand tax to other services • Pursue change from General Law to Charter city and successfully introduce real property tax revenue stream • Increase employee pension contributions • Shift medical contribution cost to employees • Reduce or eliminate retiree medical benefit for new hires • Implement General Fund expenditure reductions (as necessary) totaling $500,000 annually through FY 2029-30
Scenario 3 – Strong Operating Expenditure Reduction Strategies	• Increase employee pension contributions • Shift medical contribution cost to employees • Reduce or eliminate retiree medical benefit for new hires • Implement General Fund expenditure reductions (as necessary) totaling $1 million annually through 2029-30

*UUT = Utility Users Tax, an excise tax that cities impose on the consumption of utilities such as water and electricity.

To date, the Council has implemented two of the revenue recommendations in the Baker Tilly Report:

- Increase sales tax by 0.5% to a total rate of 10.25%
- Reduce Pinole's reserve fund by half

The Baker Tilly Report illustrates consequences of not addressing Pinole's current budget deficits:

> *The fiscal impact of taking no action would leave the City's General Fund fully depleted of reserves by FY 2028-29, at which point the City would be forced to implement hiring*

freezes or layoffs to avoid bankruptcy…Ultimately, the City would be placed into a form of receivership by the state and would then be overseen by an appointed court to implement the necessary actions to allow the City to operate.

Pinole Lacks Urgency in Addressing Its Fiscal Health Issues

The Grand Jury, based on Pinole's publicly available budgets and financial statements, supplemented by interviews with subject matter experts, found that Pinole faces pending operational and capital financial challenges. The Baker Tilly Report recommended significant expenditure cuts. The Grand Jury has found, however, that Pinole has not yet adopted any of the expense reduction recommendations.

Other Northern California Cities Have Experienced Bankruptcy

The Baker Tilly Report makes clear that without changes in Pinole's approach to budgeting, it faces a real risk of bankruptcy. Over the past 20 years, two Northern California cities—Stockton and Vallejo—have experienced bankruptcy proceedings. Bankruptcy neither relieves a city of its financial obligations, nor gives a free pass on having to provide essential city services. As a result of the bankruptcy proceedings, these cities found it necessary to close fire stations, lay off public safety employees, cut support to local youth and senior citizen centers, and replace existing agreements with labor unions with less generous ones. In Stockton's case, retired city employees lost access to free health care benefits.

There are additional consequences to municipal bankruptcy. Credit ratings are slashed, and some residents and businesses elect to move elsewhere. This results in lower tax receipts for the city, only deepening the problem.

Pinole's current financial trajectory poses serious risks to its long-term fiscal stability and its ability to maintain essential public services. The choices made by Pinole's leadership in the next few years will determine whether Pinole restores fiscal balance and protects its future or continues on a path that may ultimately bring severe financial and operational consequences to Pinole and its residents.

FINDINGS

F1. The City of Pinole's Fiscal Year 2025/26 Operating Budget is characterized as structurally balanced in its budget documents.

F2. Pinole's Fiscal Year 2025/26 Operating Budget achieves structural balance by relying on a general fund reduction to pay for what are termed "one-time initiatives."

F3. Within the Fiscal Year 2025/26 Operating Budget, deficits are projected in the Recreation Department ($1.8 million), the Building and Planning Department ($900,000), and the city-sponsored cable TV station ($400,000).

F4. Pinole's finance staff project that annual operating budget deficits will increase, growing to a $5.6 million deficit for Fiscal Year 2029/30.

F5. Pinole generated operating deficits due to expenditures exceeding revenues in four of the five years prior to Fiscal Year 2025/26.

F6. By relying on reserves to pay for "one-time expenditures" for the most recent three budget cycles (2023/24 through 2025/26), Pinole has not complied with its financial policies.

F7. Pinole has a total sales tax rate, at 10.25%, among the highest of any city in Contra Costa County.

F8. In Council meetings and workshops, Pinole officials have acknowledged the difficulty of obtaining voter approval for additional tax measures.

F9. Pinole's long-term financial forecast projects 10 years of operating deficits beginning in Fiscal Year 2026/27.

F10. The April 2024 "Baker Tilly Strategic Financial Planning Report" projects 20 years of operating deficits through Fiscal Year 2044/45.

F11. The Baker Tilly Report emphasized a need for urgency in addressing ongoing deficit spending.

F12. Pinole's CalPERS unfunded pension liabilities have increased from $18 million in 2014 to $45 million in 2024, an increase of 150%.

F13. Pinole's most recently reported CalPERS annual obligation from 2024 was $6.5 million.

F14. The CalPERS obligation is projected to increase by more than 10% in Fiscal Year 2026/27.

F15. Pinole's Section 115 Trust was funded in 2018 from proceeds from a one-time asset sale for $16.3 million to help offset the unfunded pension liability.

F16. Pinole staff projects its Section 115 Trust funds will be exhausted by Fiscal Year 2030/31.

F17. Pinole has an unfunded retiree healthcare liability (Other Post-Employment Benefits, or OPEB) of approximately $35 million.

F18. The OPEB obligations have been funded on a "pay as you go" basis with annual contributions from the General Fund.

F19. Pinole's public roads are graded at "55" in the 2024 Metropolitan Transportation Commission Pavement Condition Index survey, indicating the roads are "At Risk" and require extensive rehabilitation.

F20. Pinole staff has estimated $60 million will be needed for public road capital improvements over the next 10 years.

F21. Pinole staff has identified an additional $60 million funding gap for infrastructure capital improvements other than public roads over the next 10 years.

F22. The Pinole finance staff told Council in 2025 that the City does not have the necessary funding for these infrastructure capital improvements.

F23. Pinole's deferral of capital improvements will translate into higher costs (replacement versus repair) in the future.

F24. Through the Fiscal Year 2025/2026 budget cycle, the Council had not publicly developed or discussed a comprehensive strategy for expenditure reduction or service adjustments to address projected structural budget deficits.

F25. An assessment of Pinole's overall fiscal health, based on a dashboard developed by the California Policy Center using standardized financial measures, rated Pinole among the lowest of all reported California cities from 2022 to 2024.

F26. The Baker Tilly Report concluded that Pinole faces ongoing severe operating budget issues, including the threat of bankruptcy, if it does not balance annual expenditures and revenues.

RECOMMENDATIONS

R1. When developing all future Operating Budgets, the Council should comply with Pinole's "*Financial and Investment Policies*" that require a structurally balanced annual budget.

R2. During all future budget development cycles, the Council should consider directing staff to prepare an Operating Budget that includes expenditure reductions so that expenditures match revenues in each budget cycle.

R3. By Fiscal Year 2027/28, the Council should consider adopting a formal long-term financial plan that incorporates the level of expenditure reductions as outlined in the 2024 Baker Tilly Report.

R4. By December 31, 2026, the Council should consider developing methods to engage Pinole residents regarding options to address ongoing fiscal challenges.

R5. By June 30, 2027, the Council should consider developing a plan to fund and reconstruct Pinole's public roads**.**

R6. By March 31, 2027, the Council should consider directing staff to review funding options, such as asset sales, to address Pinole's unfunded pension liability.

REQUEST FOR RESPONSES

Pursuant to California Penal Code Section 933(b) et seq. and California Penal Code Section 933.05, the 2025-2026 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
City Council for the City of Pinole, California	F1- F26	R1- R6

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 email to: ctaadmin@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

Attachment A

Pinole Fiscal Ranking
California Policy Center
Local Fiscal Health Dashboard

The non-profit California Policy Center (CPC) maintains a Local Fiscal Health Dashboard tracking the financial health of California cities. This dashboard assumes the role of the California State Auditor's Office Local Government High-Risk Dashboard which was discontinued in 2023. Using published data from every city's Annual Comprehensive Financial Report (ACFR), the CPC rates comparative fiscal health using ten standardized financial metrics: 1) general fund reserves; 2) debt burden; 3) liquidity; 4) revenue trends; 5) pension costs; 6) pension funding; 7) pension obligations; 8) other post-employment benefit obligations; 9) other post-employment benefit funding; and 10) net worth.

Using the most recent data from 2024 ACFR reporting, Pinole ranks in the bottom 1% of nearly 500 CA cities with an overall dashboard rating of 47 out of 100 points, representing an "F" score defined by CPC as a "high risk of financial distress, including the ability of the city to pay its bills in the short and long term". Four of the ten metrics are driving Pinole's "F" rating: 7) pension obligations; 8) other post-employment benefit obligations; 9) other post-employment benefit funding; and 10) net worth.

See the following page for a relative ranking of all 19 cities in Contra Costa County using the CPC's dashboard for the last 3 consecutive years of data.

Contra Costa County City	FISCAL SCORE 2024	2023	2022	Letter Grade	Financial Distress
Danville	99 A	99 A	98 A	A	85-100 Low Risk
Lafayette	96 A	92 A	94 A		
Oakley	95 A	93 A	93 A		
Moraga	85 A	86 A	89 A		
Orinda	85 A	87 A	85 A		
Clayton	78 B	81 B	85 A	B	70-84 Low Risk
San Pablo	76 B	79 B	80 B		
San Ramon	75 B	76 B	81 B		
Walnut Creek	78 B	77 B	80 B		
Brentwood	75 B	75 B	83 B		
Antioch	73 B	73 B	82 B		
Hercules	72 B	71 B	81 B		
El Cerrito	70 B	71 B	70 B		
Pittsburg	68 C	70 B	71 B	C	60-69 Moderate Risk
Martinez	67 C	70 B	76 B		
Pleasant Hill	68 C	68 C	71 B		
Concord	65 C	63 C	68 C		
Richmond	55 D	52 D	54 D	D	50-59 Moderate
Pinole	47 F	49 F	48 F	F	49 and Below High Risk

CITY COUNCIL MEETING
MINUTES
June 16, 2026

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Tave called the Regular Meeting of the City Council to order at 5:30 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. 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. Code § 87105.

A. COUNCILMEMBERS PRESENT

Anthony Tave, Mayor
Devin T. Murphy, Mayor Pro Tem
Maureen Toms, Council Member
Cameron Sasai, Council Member

COUNCILMEMBERS ABSENT

Norma Martinez-Rubin, Council Member

B. STAFF PRESENT

Garrett Evans, Interim City Manager
Heather Bell-Spears, City Clerk
Eric Casher, City Attorney
Melissa Klawuhn, Police Chief
Justin Rogers, Police Commander
Markisha Guillory, Finance Director
Stacy Shell, Human Resources Director
Lilly Whalen, Community Development Director

Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Spears announced the agenda had been posted on June 11, 2026 at 5:05 p.m. with all legally required written notices. Written comments had been received in advance of the meeting, distributed to the City Council and staff, posted to the City website and made available to the public to view in the Council Chambers. Revised attachments had been submitted by staff for Items 11B and 12A, also distributed to the City Council and staff, posted to the City website and made available to the public to view in the Council Chambers.

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

4. CONVENE TO A CLOSED SESSION:

A. CONFERENCE WITH LABOR NEGOTIATORS
Gov. Code §54957.6
Agency designated representatives: Interim City Manager Garrett Evans, City Attorney Eric Casher, Human Resources Director Stacy Shell, Finance Director Markisha Guillory and Gregory Ramirez, IEDA
Employee organization: AFSCME Local 1

B. PUBLIC EMPLOYEE APPOINTMENT
Gov. Code §54957
Title: City Manager

PUBLIC COMMENTS OPENED

Cathy McFarland read into the record written comments submitted and dated June 16, 2026, for Item 4B, as follows: *NO TO THE APPOINTMENT OF NAOMI KELLY FOR CITY MANAGER! The more research I did on this candidate the more infuriated I got. It is INCOMPREHENSIBLE how she became a "vetted" candidate to begin with and then our Mayor and Council members to even consider her and now want to appoint her as our City Manager. You stated it perfectly in our agenda packet "Approve and Authorize the Mayor to EXECUTE the Employment for Naomi Kelly to become City Manager. You used the right terminology – EXECUTE! This will carry out the final death sentence to what is left of Pinole since the three of you – Council members Murphy, Sasai and Mayor Tave have been making one poor decision after another destroying our city. The next one coming up is putting cannabis shop(s) in the city. In my research I found that Naomi Maria Kelly is also an attorney (#218628). She knows the law, supposed to uphold the law and apparently knows how to get around the law! The City also wants to pay her a ridiculous salary of $305,000 annually which is $70,000 more than our last City Manager. Also, after 6 months there is a clause showing a merit increase can be considered. It also has a severance package – lump sum equal to 6 months of base salary ($152,500) and auto/cell allowance ($665.00) plus city share of Health and Benefits premium. There should be no SEVERANCE PACKAGES for anyone! We can't afford it! The City needs to avoid at all costs the appearance of impropriety. Having someone with this close proximity to a major bribery, wire and bank fraud scandals creates a dangerous vulnerability in public confidence. Her contract reads: purposes of severance may include in 5d (i) Dishonesty, (iv) Any act involving moral turpitude.*

History has a tendency to repeat itself and when self-serving interests are involved it escalates. The city needs to prioritize public trust and integrity by conducting a new search that is entirely free from an association with corruption!

Richard Cossel reported the Contra Costa County Civil Grand Jury gave the City of Pinole an "F" rating for overspending and warned due to financial troubles they must cut costs. Residents were paying the highest tax rate in the County and the City of Pinole had the worst rating and worst roads. Now they were about to hire a City Manager at a $305,000 base salary with benefits, totaling $400,000 per year, much higher than nearby cities with larger populations. As examples, the City of Martinez paid its City Manager $245,000, City of Hercules $270,000, City of El Cerrito $240,000 and the City of Albany $255,000, whereas Pinole residents have a median income of $73,000 and only one third have a pension or retirement plan.

Mr. Cossel stated City Manager candidate Naomi Kelly is the wife of Harlan Kelly and she served as the City of San Francisco Administrator from 2012 to 2021 and her husband served as the San Francisco Public Utilities Commission (PUC) General Manager from 2012 to 2020. Mayor Tave also worked in city government at the same time around 2009 to 2021 in the role of Assistant Engineer with San Francisco PUC ties as a Building Grounds Maintenance Superintendent and would have been familiar with and may have worked with both Naomi and Harlan Kelly.

In 2020, Harlan Kelly had been charged and later convicted of bank fraud, wire fraud and bribery. Ms. Kelly resigned from her position shortly thereafter and while she had not been charged, records show she was an active participant in the $1.3 million mortgage fraud scheme, which included $32,000 in credit card payoff, pay off a student loan at $200,000 and it appears the family enjoyed an all-expenses paid family vacation to Hong Kong, China, Macau along with $80,000 in home improvements. Mayor Tave almost certainly knew of this high-profile case, which had been a big Bay Area scandal.

Mr. Cossel asked whether the Mayor would abstain from voting to avoid any appearance of conflict, why Ms. Kelly had been chosen as the City Manager candidate given this background, whether a full background check had been conducted, did it include the role of mortgage fraud and had it been presented to the full City Council. He also asked whether the Mayor shared what he knew from his time of employment with the City of San Fransico and why only pre-approved questions had been allowed to be asked during the citizen interviews with the City Manager candidates. While he did not know Ms. Kelly personally and she may be capable and regretted what happened in San Francisco, given the City's serious financial problems, he asked whether the City really needed to pay the City Manager so much for such a small city.

William Horton hoped for a different City Manager at a lower salary. He asked whether that was possible, or whether the City Manager hiring had already been finalized.

Irma Ruport read into the record written comments which had been submitted by her husband David Ruport, and dated June 16, 2026, as follows: *This evening the city council and you will meet in "closed session" to consider the appointment of a new City Manager for our city. I have been closely following the selection process of our new City Manager from the beginning to its current state of affairs. I have carefully read all items published by our city, public comment and criticism from numerous Pinole citizens (which include June 2, 2026 public comments at City Council and subsequent postings on various public media sources such as "Next Door" and*

"FaceBook"), numerous newspaper articles about Naomi & Harlan Kelly from the San Francisco Examiner from the past 15-20 years, various court filings from United States District Court for the Northern District of California Venue: San Francisco v. Harlan Kelly, and Victor Makras and other assorted sources of information. Individually and collectively each of these items raise a multitude of questions that need to be answered before a final selection of a new City Manager. Based upon my analysis of these documents, it has become painfully apparent to me that the selection process for the current City Manager should immediately stop until the public receives responses to their questions. If some of the public's concerns are legitimate, the City of Pinole, City Council and staff should address them.

Ms. Ruport explained she was also part of the community panel for the City Manager selection and found each City Council member owed the citizens a restart and suggested the recruitment process for City Manager start over. She added each Council member she had campaigned for had promised and taken an oath at the beginning of their service that they would dedicate themselves and promise to do their best, think of residents first and not think of themselves individually or those outside of the City of Pinole. She pointed out the information about Ms. Kelly's background was readily available and that information should have come out much earlier. She questioned the community panel process, with members having realized Ms. Kelly was not a good candidate. She suggested it was not fair to residents to live with the consequences when three of the Council were up for re-election and may leave office but residents would be left with the decisions made.

Kelly Fergusson, a resident of Menlo Park, a Civil Engineer and Clean Energy Executive, with 16-years of public service, and who also served as the Policy Chair of the Bay Area Water Supply and Conservation Agency, stated she worked closely with the City and County of San Francisco and knew Naomi Kelly at that time by reputation as a highly skilled municipal administrator. Ms. Kelly was an extraordinarily qualified candidate for the City Manager post and a world class candidate. She suggested Ms. Kelly was the perfect fit for Pinole and she encouraged the City Council to move forward with her appointment.

Karan Slates stated she had been a resident of Pinole for over 70-years and had watched the City Council meetings for the last six months. She was disheartened by what she had seen. She did not need to hear someone from Menlo Park tell the citizens of Pinole how they should run their city. She suggested along with the other speakers that the appointment for City Manager should be deferred. She suggested Ms. Kelly did not deserve the position and the City Council needed to put a hold on a decision and say no.

Anthony Vossbrink echoed the comments of the previous speakers, with the exception of the speaker from outside Pinole, whose comments he had found to be scripted, possibly written by Naomi Kelly or a member of the City Council. He found it improper the City Council would consider Naomi Kelly as a final candidate for City Manager in such a short order of time, when normally it could take 30 to 45-days to get references and other checks and balances with regard to the candidates' background check, especially when they were paying a consultant to do the job. Before an appointment for City Manager was made, the recruiter/consultant should provide a presentation on the recruitment process, as requested during the June 2, 2026 City Council meeting.

Mr. Vossbrink also found the salary proposed for Ms. Kelly to be one of the highest in the area, if not in the country, while Ms. Kelly had not run a city before, and had a negative checkered past from the City of San Francisco, as documented for both her and her husband who was still being investigated. He sought a full investigation by the Director of Human Resources and the City Attorney, if not an investigation by Contra Costa County Supervisor John Gioa on this candidate, before a selection was finalized. He asked that a decision be put off for another 30 to 45-days and the City Council continue its search and keep the current Interim City Manager in the position.

Sheila Grist agreed with the comments made on this topic and asked the City Council to look for another permanent City Manager.

Stephen Tilton reported he spoke with former City Manager Kelcey Young at length and had asked why some Public Works Department employees were doing some tasks such as cleaning restrooms and emptying trash, and she had no reply but would look into it. Another former City Manager, Andrew Murray allowed a sofa to sit in front of Sue's Place for weeks and while asked about it and was told it would be cleaned up, that had not been done, and the City had not had a proactive City Manager for years.

Mr. Tilton reported he personally worked with Naomi Kelly, as a 27-year employee of the City and County of San Francisco. He was also a 21-year resident of Pinole. He was the Captain in charge of the Sheriff Control Unit at San Francisco General Hospital when Mayor Ed Lee passed away and when Naomi Kelly responded to the hospital, took charge and ensured continuity of government, notification to the media and Supervisors and dealt with everything that needed to be done. Ms. Kelly was dynamic and in his opinion Pinole did not deserve her. Ms. Kelly managed the 17th most populated city in the nation, had thousands of contacts, whereas Pinole had City Managers who had to be prodded to bring in new businesses. He also spoke with four Council members individually, and asked whether Ms. Kelly was supported.

Mr. Tilton took the opportunity to apologize to Council member Martinez-Rubin since he had held the actions of her husband against her, and had not spoken to her because of those actions, which he found was exactly what was happening to Ms. Kelly. Ms. Kelly had not been convicted of anything but had resigned her position in San Francisco willingly and everyone who worked with her in San Francisco knew and liked her. Ms. Kelly came from a city of 900,000 residents to the 19,000 residents in Pinole, and he suggested she would be dynamic for the City. He hoped to see the City of Pinole thrive and he encouraged the City Council to support Ms. Kelly's appointment as City Manager.

Rafael Menis suggested it would behoove everyone to be a bit more open-minded. While he did not know Naomi Kelly personally, and had not interacted with her, or been her employee or associated with her in any way, it was clear from her résumé and past experience, she was easily one of the more qualified City Manager candidates the City had seen in some time. Even given the extensive investigations by the Federal Bureau of Investigation (FBI) and various other government agencies that led to the conviction and sentencing of Ms. Kelly's husband, as noted previously for bribery and wire fraud and other scandals, Mr. Kelly was in prison and not the person the City was considering hiring. While the situation reflected on Ms. Kelly's judgement, she did not have criminal liability otherwise she would have been charged and likely convicted.

Mr. Menis also referenced Page 328 of 359 of the agenda packet, and noted Ms. Kelly even after resigning as City Administrator for the City of San Francisco, served on the Board of Trustees for the University of San Francisco as part of their Investment and Audit Committee. If the university was of the opinion Ms. Kelly was of poor moral character and not able to handle her position, Mr. Menis assumed she would no longer serve in that role, which was also a factor the City and public should consider.

Debbie Long commented on the past history, professionally and personally for Ms. Kelly. When the City Council appointed her as the City Manager, as she expected they would, she asked that the Council keep in mind her appointment was a direct reflection on the City Council's leadership skills, for which the Civil Grand Jury Report had issued the City an "F" rating. She noted many agencies automatically disqualified a candidate for having benefited directly from the crimes committed by a spouse and there was no doubt Ms. Kelly had benefitted directly, with a family trip to China, several home improvements and loans that paid off high balance credit cards and student loans. She asked the City Council to check with the bonding agency to see whether Ms. Kelly qualified since a spouse's criminal or financial history may prevent the security of standard insurance.

Ms. Long also commented on the integrity question, with the role of the City Manager one of public trust. Having a spouse convicted of financial fraud and bribery should raise red flags about her own judgement, ethics and potential vulnerability. Poor judgement and the perception of poor judgement was everything. Also, given Ms. Kelly's interactions with law enforcement with her husband's arrest and conviction, she asked whether Ms. Kelly could oversee the Pinole Police Department (PPD) without bias. Further, she commented on the revolving door law, as part of the California Fair Political Practices Commission (FPPC) regulations, where high level executives must face a cooling off period, in which they were prohibited in being paid to represent others before their former agencies, which was important since Ms. Kelly currently was the owner of NK Strategies.

On her résumé, Ms. Kelly listed a few of her contacts and in her interview she did a lot of name dropping. The timeframe for the cooling off period was not specified, but Ms. Long suspected it could be at least a year and she asked how many future City contracts this could affect. The recruiter had stated Ms. Kelly would have to divest herself entirely from NK Strategies to become the City Manager. She asked how a successful business could be closed down so quickly before the July 1, 2026 employment date took effect. She also asked if the business was so successful, why Ms. Kelly would want to close her business and want to be the City Manager of a small city when she had served as a City Administrator for the City of San Francisco. Pinole did not have the large big city issues that San Francisco had, and she suggested this could be a big step down for her career.

Lastly, Ms. Long referenced Mayor Tave's work history in the City of San Francisco, who had a professional relationship with the Kellys. She asked whether the Mayor asked Ms. Kelly to apply for the City Manager position or asked others, such as former Mayor Salimi, who also had a professional history with the City of San Francisco. She knew someone who worked for San Fransico who said they would not hire Ms. Kelly, and asked who she knew in the City to get this position, which was coming from a complete political outsider. She asked the City Council to not vote on Ms. Kelly's selection as City Manager.

Sarrah Patton, speaking to Item 4A, and representing AFSCME Local 512, stated public facing City employees provided critical services to the community daily and deserved compensation that kept pace with inflation. Without regular cost-of-living (COLA) increases, employees effectively experienced a reduction in wages, even if their salaries remained unchanged. Over time, this could negatively impact employee morale, retention and the City's ability to attract and retain qualified staff. The COLA was not intended to provide employes with additional purchasing power, rather help employes maintain the purchasing power they already had, as the cost of everyday and essential necessities continued to rise and had increased significantly in recent years, placing financial strain on working families. The Consumer Price Index (CIP) also increased 4.2 percent over the past 12 months and showed no signs of slowing. Investing in City employees through a fair COLA demonstrated that the City valued its workforce and recognized the important role employees played in delivering high quality public services.

When asked by the City Clerk, Ms. Patton commented she was representing AFSCME Local 512, but her comments could also apply to AFSCME Local 1. She further commented that maintaining competitive wages helped to ensure continuity of operations, preserved institutional knowledge and supported a stable workforce that benefitted the City and its residents. She suggested if the City Council could find an additional $80,000 this year and a three percent COLA for the City Manager candidate, they must find a way to provide a COLA for City employees to help them mitigate rising inflation. That way should not be by requiring City employees to pay for a COLA themselves through furloughs.

PUBLIC COMMENT CLOSED

Mayor Tave reported the City Council would convene to Closed Session at this time with an estimated return between 7:00 and 7:30 p.m.

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION:

At 7:07 p.m., Mayor Tave reconvened the meeting into open session. There was no reportable action from the Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

<u>Citizens may speak under any item not listed on the Agenda</u>. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. 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.

Mark Zimmerman referenced Civil Grand Jury Report #2604, which was recently released about the City's financial condition. The City of Pinole had been given an "F" rating with the key findings being the City's annual operating deficits projected to grow significantly, eventually to $5.6 million in coming years. The City carried approximately $45 million in unfunded pension liabilities and $35 million in unfunded retiree health care. The Civil Grand Jury encouraged the City to develop methods to engage residents regarding operations to address the ongoing fiscal challenges.

In order for the City to act on this recommendation, Mr. Zimmerman recommended the City Council direct staff to prepare for a Community Workshop to allow the City to present its financial plan to address this financial crisis, and where residents could provide feedback.

Mr. Zimmerman added that on June 17, 2026, the City would be hosting a four-hour meeting on how to implement Commercial Cannabis in Pinole. Regardless of the merits of cannabis, he stated the City had spent more time, effort and resources to engage the public on selling cannabis than it had on how to address the findings of the Civil Grand Jury Report. As requested at the June 2, 2026 City Council meeting by others, including those who spoke at this meeting, he asked the City Council to direct staff to prepare for a workshop to engage the residents as recommended by the Civil Grand Jury Report.

Jennifer Horn reported that as of today 64.12 percent of voters voted No on Measure D, and it was not a surprise Pinole voters never raised the governing structure or a lack of an Elected Mayor as a concern. She thanked the Pinole voters for their common sense, level headedness and ability to see clearly through the smoke and mirrors that was Measure D. Measure D had been a distraction from the very real and serious financial issues the City currently faced. The recent Civil Grand Jury Report found the City's overall fiscal health merited an "F" rating in large part because the City Council for years had not prioritized the reduction of expenditures to close yearly increasing deficits, and relied on one-time funds and reserve withdrawals to deal with a structural problem. The City had been spending more than it was bringing in, with the City facing risks to its long-term fiscal ability, and ability to maintain essential public services, with bankruptcy looming large. In the midst of the fiscal morass was Measure D, which required an expenditure of $58,000 plus that the City did not have to address a concern the people did not raise.

Ms. Horn hoped this was a wake-up call for those Council members who voted to spend this money to start making the hard financial choices to keep the City solvent. A report from a consultant recommended significant expenditure cuts; but to date the City Council had adopted none. The City Council had the authority and autonomy to choose what cuts to make, but would not if the City were to be placed in a form of receivership by the state and if the court was appointed to take all action necessary for the City to continue to operate. Pinole had an untapped resource: its people, who were clear thinking and smart enough to reject Measure D and would clearly be clear thinking and smart enough to work with the City to help put the city to right. The Civil Grand Jury recommended the City Council consider developing methods to engage Pinole residents as to how to address the current budget crisis, and she asked that the City Council not just consider but to do it, there was no time to waste.

Debbie Long commented on the City's pending financial collapse, which continued to be under the microscope by the citizens of Pinole, the Civil Grand Jury and Sierra Lopez of the Bay Area News Group, with Pinole having long-term structural deficits, papered over with one-time monies in violation of the City's own financial policies. After borrowing from the reserves in Fiscal Year (FY) 2024/2025, the City Council was to have a plan for repayment in the next budget cycle of FY 2025/26; rather, the policy for the reserves was rewritten taking it down by 50 percent. Beginning in 2022, the City Council started to use the 115 Pension Trust to cover all new employees California Public Employees' Retirement System (CalPERS) contributions, when the trust was established only to cover the annual CalPERS increases so there would be no surprises to the annual budget. An actuarial had been procured to determine, based upon historical increases to CalPERS and interest earning on the principles, that this account should last until 2035.

Ms. Long suggested the City Council majority was more interested in hiring more Directors and inflating the General Fund budget, which increased ongoing CalPERS contributions, by the addition of higher salary positions. She understood the City of Richmond could not hire more employees until others left by attrition since that city could no longer sustain additional CalPERS financial contributions. The City Council also did not appear to want to address the Civil Grand Jury Report, including the recommendation to engage residents on options.

As to the cuts to the budget, Ms. Long asked whether residents would be engaged or kept in the dark. She was also surprised the City Council did not appear to be embarrassed, or willing to apologize for the “F” rating given to the City, along with the ranking of Pinole as 407th out of 410 California cities. The Civil Grand Jury Report also invoked the cities of Stockton and Vallejo’s bankruptcies, as a cautionary outcome for Pinole. She suggested the City Council should count itself lucky it was comprised of elected positions since if members had been hired, they would have been fired with no letter of recommendation. She suggested the community should consider firing the City Council.

William Horton thanked Pinole voters who helped to defeat Measure D for a directly Elected Mayor. While there had been little reported in the newspaper, 64 percent voted no on Measure D as compared to the 35 percent yes votes, a decisive total. Now it was up to the City Council to take care of police, fire, parks and streets and not worry about extraneous ballot measures. He suggested the City Council would be well-served to move up agenda item 11A for consideration of the City Manager earlier on the agenda and not wait until possibly 11:00 p.m.

Bob Kopp, a long-time resident, commented this was the worst he had ever seen. He directed his comments to a member of the Council who had been absent for four meetings, who had been trying to get a different job with one of the people running for Governor and suggested this person should have been present working for the City and doing the job he was being paid for. He suggested this Council member should resign since he was not doing his job and rather using his position as a stepping stone to get into politics. He also opposed the plans to cut the budget for Pinole Community Television (PCTV). Many people were informed about City government through PCTV, which would be lost if cut.

Peter Murray also referenced the outcome of the election and the defeat of Measure D. He provided his historical perspective about Measure D, with the community having appeared before the City Council asking them not to place the measure on the ballot, although the City Council proceeded with placing the measure on the ballot, which he found to be a good litmus test whether or not it was worth going down that path. In that context, he questioned how the City Council could manage the City if it could not read the people asking it not to do something, but to do it anyway and for dubious reasons. This situation had allowed the community to organize, soundly beat Measure D, perhaps drive a new recall effort, possibly paralleling the recall from 2008, when the City did the same thing, resulting in the recall of three Council members who had done similarly as the current City Council, voting as a block and voting out two other Council members. If the City Council did not get it, maybe those members should resign, move and allow an opportunity to get people in who really reflected the community, were part of the community and not worried about where they were going to be in the near future. He added that residents had been telling the City Council there were problems with the City’s finances for years and he referenced some contracts with outside agencies.

Irma Ruport thanked the City Council for placing Measure D on the ballot and stated it was time for the taxpayers to decide and everyone's voice needed to be counted. She otherwise commented as a long-time resident and someone with a Human Resources background and her husband a former retired attorney in Pinole, they knew a number of people. She emphasized Pinole had gone through a lot of City Managers but it was time to bring the responsibilities and duties to the table, and bring it out for discussion. In her opinion, the City Manager had too much authority, and thought he/she was a Chief Executive Officer (CEO). Over the years, she witnessed prior City Managers do what they wanted, place items on the Consent Calendar and voluminous agenda packets, with little time for review before a meeting. As an example, there had been a past agenda item and job opening for Communications Director in 2025 with a $175,000 salary. The Assistant to the City Manager at that time who had a salary of $122,000 got the job and her position was given to someone else in the City. There were six other City positions which totaled around $819,000 for salaries alone, not including benefits on that same agenda.

Ms. Ruport emphasized the need to control the City Manager position. The City Council was elected to represent residents and there were two seasoned politicians on the current City Council. On another matter, she questioned why City Departments were being charged for PCTV, which had not been present for the recent Pride event. She did not like what she was seeing, asked that they stop throwing three Council members under the table, with two Council members having been on the Council for a longer period than the other three. She also acknowledged the City Council should have listened to the people about Measure D, but as a taxpayer, she had a right to vote.

Rafael Menis reported on the current rates of COVID-19, Influenza Type A and RSV in wastewater in the state, which were all at very low levels. Referencing the Civil Grand Jury Report, he read into the record some of the recommended findings from Findings 17 through 26 and Recommendations 1 through part of Recommendation 3.

Stephen Tilton referenced the ballot measure for Measure D and congratulated the people who had mobilized and put up signs. He commented the City of Pinole was not the same City as it was 19-years ago when he ran for office and he acknowledged he had been one of the Council members recalled years ago. In his neighborhood of Buena Vista, the neighborhood was not the same as it was 19-years ago and was now very diverse. He recognized the demographics of the City were changing, and he understood some people were saying no to everything.

Mr. Tilton also referenced the comments made by the City's Code Enforcement Officer earlier in the meeting related to COLAs, and who was the same person who chastised him on the phone about everything she did not do and why the PPD should be contacted and whose comments he found to be very condescending. He suggested the City should think outside of the box, where money could be spent, funds rolled over and speak with the unions. The Code Enforcement Officer had informed him she was not proactive but reactive and did not do dashboard enforcement, and he asked the City Council to think about that. Having spoken with the former City Manager about why the Public Works Department team was doing certain tasks, such as cleaning restrooms, and while he was unaware of any neighbor who used PCTV, he agreed with the comments raised by Ms. Long. He otherwise thanked the Interim City Manager for calling him back and listening to him.

Winnie Baird stated she had not spoken at City Council meetings for years, but had spoken to all members of the City Council when they originally ran for office. The current City Council had said terrible things about other members of the Council, but they did not run the City into the ground, as the current City Council had done. She also found Mayor Pro Tem Murphy responsible for much of this and stated if he were to run for office for any seat in the State of California, she would be a voice against him, loud and clear. She emphasized employees were depending on benefits, they had worked hard and tirelessly and were counting on the retirement funds, which the City had spent. She also recognized the City Council had already met behind closed doors, and made up their minds on the new City Manager, but who should not be put into the position. She was of the opinion the City Council had been irresponsible. She asked whether the City Council had a vested interest in a marijuana facility, since it wanted it so bad, when other areas had such facilities that could be patronized. While she supported marijuana for medical purposes, she found the City Council was not being fair, they were voted on by the people, but were doing what they wanted and not what the people wanted.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

Mayor Tave congratulated the 2026 graduates of Pinole Valley High School (PVHS) whose graduation ceremony he attended.

1. Announcements: None

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Toms reported she attended the League of California Cities Housing Policy Committee meeting, an online meeting where upcoming legislation was discussed, and the Contra Costa Mayors Conference, at which time she was appointed to the Association of Bay Area Governments (ABAG) Executive Committee to represent Contra Costa County starting on July 1, 2026.

Council member Sasai reported he attended the WestCAT Board of Directors meeting, with a public hearing on Assembly Bill (AB 2561) Local public employees: vacant positions, with WestCAT reporting zero vacancies for this year and with the Board also having approved the Proposed Operating and Capital Budget for Fiscal Year (FY) 2026/27. He too attended the PVHS graduation ceremony at Contra Costa College and congratulated all graduates, and was pleased to see a former City Hall Intern graduate, walk the stage and receive her diploma.

Mayor Pro Tem Murphy congratulated PVHS graduates and everyone who participated in the vote on June 2, 2026. He expressed his appreciation to City staff, particularly the City Clerk for facilitating local elections and he looked forward to the November elections. He also had the opportunity to attend the Fourth Annual Pride and Juneteenth celebrations, found it inspiring to see hundreds of residents and community members come together to celebrate equity, inclusion, diversity and freedom, with the strong turnout reflecting the vibrant spirit of the community.

Mayor Pro Tem Murphy thanked the Community Services Department staff for putting the event together and also recognized all of the community partners involved. He also reported SMP Global Ratings had issued Marin Clean Energy (MCE) a stable credit rating outlook, reinforcing confidence in the agency's financial strength and operational resilience, and he highlighted some of the key takeaways from the report.

Mayor Pro Tem Murphy also represented the Contra Costa Mayors on the East Bay Economic Development Alliance, and was a member of the Legislative Policy Committee, which had decided to support AB 1751, Missing Middle Townhome Ownership Act (2025-2026). He encouraged residents to learn more about AB 1751 and make their voices heard to their respective Assemblymembers and State Senators. He added that Togo's and Travis Credit Union recently opened as new businesses in Pinole and he was pleased to join the new community partners at their ribbon cutting ceremonies. He was pleased to see economic growth and development in the City of Pinole.

D. Council Requests for Future Agenda Items

Council member Toms asked that staff schedule meetings for a community open house or community meeting to discuss the City's responses to the Civil Grand Jury Report, with the City's responses due in August, to be agenized for a City Council meeting in July 2026.

Mayor Tave seconded the motion but understood said direction had already been provided at the June 2, 2026 City Council meeting.

Interim City Manager Garrett Evans clarified the item could be brought before the City Council in July for discussion and there was time to put it on the first City Council meeting in August, if necessary.

ACTION: Motion by Council member Toms/Mayor Tave to ask staff to schedule meetings for a community open house or community meeting to discuss the City's responses to the Civil Grand Jury Report, with the City's responses due in August, to be agenized for a City Council meeting in July 2026.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

ACTION: Motion by Council members Toms/Sasai for a proclamation to recognize Rose Marie Cutino, a long-time resident of Pinole who was turning 100-years old in July.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

ACTION: Motion by Council member Sasai/Mayor Tave for staff to bring back a resolution and Letter of Support for Assembly Bill (AB) 2047: Firearms: 3-dimensional printing blocking technology.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

PUBLIC COMMENTS OPENED

Rafael Menis requested a proclamation to recognize June 16, 2027 as Neurodiversity Pride Day, as shown at neurodiversityprideday.com, a day to recognize the contributions of neurodivergent individuals to society as a future agenda item.

PUBLIC COMMENTS CLOSED

E. City Manager Report / Department Staff

Interim City Manager Evans highlighted Consent Calendar Items 9F and 9H, as shown on the meeting agenda. For Item 9H, the bids were in and under review and staff anticipated the approval of the most responsive bid would be on the July 7, 2026 agenda, with the hope and expectation that construction would follow soon thereafter. The second phase should go out to bid at the end of July. He thanked the City Council for its direction for the projects.

Interim City Manager Evans added the Cannabis Open House would be held on June 17, 2026, 3:00 to 7:00 p.m., at the Senior Center to review revenue opportunities within the community and he hoped the community would show up and provide feedback either in-person or in writing. He also reported that City Hall would be closed on June 19, 2026, in recognition of Juneteenth and the Pancake Breakfast and Car Show in Old Town would be held on June 28, 2026.

F. City Attorney Report: None

PUBLIC COMMENTS OPENED (Items 7A through 7F)

Deputy City Clerk Stone reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

Mayor Pro Tem Murphy asked the Mayor to make an announcement to the community that this was a business meeting, with clapping and speaking out from the audience not permitted to ensure order and decorum in the Council Chambers.

Mayor Tave asked the City Attorney to clarify decorum.

City Attorney Eric Casher clarified pursuant to the City Council procedures, Decorum: *The City Council elected by the public must be free to discuss issues confronting the City in an orderly environment. Public members attending the City Council meeting shall observe the same rules of order and decorum applicable to the City Council. Any person making impertinent, derogatory, or slanderous remarks or who become boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs.*

Mayor Tave explained the City Council would work through the agenda in the hopes of getting out in an appropriate time. He asked everyone to observe the decorum rules to be able to get through the meeting in an orderly fashion.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Juneteenth

The City Council read into the record a proclamation recognizing June 19, 2026 as Juneteenth.

2. Pride

The City Council read into the record a proclamation recognizing the month of June as LGBTQ+ Pride Month, with the proclamation accepted by Stephen Tilton.

PUBLIC COMMENTS OPENED

Deputy City Clerk Stone reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

B. Presentations: None

9. 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 Regular City Council Meeting on June 2, 2026.

B. Receive the May 30, 2026 – June 12, 2026 List of Warrants in the Amount of $1,419,155.52 and the June 5, 2026 Payroll in the Amount of $578,159.12.

C. Adopt a Resolution Authorizing the Execution of an Agreement with Contra Costa County for Coordinated Outreach, Referral, and Engagement (CORE) Homeless Outreach Services for FY 2026-27 fully funded by Housing Successor Funds. **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen)**

D. Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with NORESCO for Development of a Permitting Compliance Program and Building Performance Standard Program, in the Amount of $63,300. Fully Funded by the California Energy Commission Grant. **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**

E. Approval of Fiscal Year 2026/27 Capital Budget and Five-Year Capital Improvement Plan. **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

F. Approval of Fourth Amendment to the On-Call Services Agreement Between the City and Coastland Civil Engineering | DCCM to Add Inspection Services Associated with Road Rehabilitation Project (CIP Project #RO2301). **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

G. Placement of Liens for Delinquent Unpaid Waste Collection Charges Falling Delinquent Between September and December 2025, Considered at an Administrative Hearing on June 4, 2026. **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**

H. Receive This Report Containing an Update on the Request for Bids for Implementation of Phase 1 of Fiscal Year 2026/27 Pavement Rehabilitation Project (CIP Project #RO2301). **Action: Receive Report (Heba El-Guindy)**

PUBLIC COMMENTS OPENED

Rafael Menis stated he provided written comments and received some responses, but asked why the City of Hercules had withdrawn from CORE. He noted with respect to Page 81 of 359 of the agenda packet, when looking at the example invoice, there were two expenses listed under the direct expenses subtotal for Heluna F&A and Admin Indirect Expenses of around 10 percent, and asked what was Heluna F&A and whether that level of indirect expense rate was for standard County overhead, amount for another Department, or the amount one would typically expect to see as an indirect expense level in a contract.

Interim City Manager Evans confirmed staff had received the email from Mr. Menis and staff would respond and post accordingly.

PUBLIC COMMENTS CLOSED

ACTION: <u>Motion by Council member Toms/Mayor Pro Tem Murphy to approve Consent Calendar Items 9A through 9H, as shown</u>.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

10. PUBLIC HEARINGS

A. Conduct First Reading of Ordinance Approving Renewal of the City of Pinole's Military Equipment Policy. **Action: Conduct a public hearing, review and approve the 2025-2026 Pinole Police Department Annual Military Equipment Report, and Waive full Reading and Introduce by Title Only an Ordinance approving and re-adopting a Military Equipment Use Policy as Stated in Chapter 2.60 "Military Equipment Policy" of the Pinole City Municipal Code in Compliance with AB 481. (Justin Rogers, Melissa Klawuhn)**

Police Chief Melissa Klawuhn introduced Commander Justin Rogers who provided a PowerPoint presentation for the Pinole Police Department, California Assembly Bill 481, "Military Equipment Policy" Community Engagement Hearing, which included an overview of AB 481, Military Equipment, Funding, Acquisition and Use; PPD Policy 707, which detailed how military equipment was approved and acquired; PPD Policy 707 Equipment; Approval & Implementation Timeline; Annual Report – May 2025 – April 2026 and the findings to be made by the City Council to approve the item.

Responding to questions from the City Council Police Chief Klawuhn and Commander Rogers clarified the following:

- As to the use of Semiautomatic Rifles and Ammunition, officers carried this equipment while on duty on every shift. There was nothing in the PPD record where the equipment had been deployed other than during a training exercise. The PPD computer-aided design (CAD) system included an option for officers to click a military use button so it was tracked in the call log. The military equipment used was related to the use of drones, the Mine Resistant Ambush Protected Vehicle (MRAP), Emergency Response Vehicle (ERV) and the Driving under the Influence (DUI) trailer use. (Sasai)

- In the past, the PPD received requests to use the MRAP ERV, which had been declined and for this year, there had been no requests for the use of the equipment. (Toms)

- As noted in the PowerPoint presentation, there had been no formal complaints or concerns brought forward by the public as to the use of the military equipment. In the event a member of the public wished to file a formal complaint or concern with the PPD, there were many ways for the community to file a report. The City website included an online complaint form that could be completed and forwarded to the PPD, and did not require a paper form to be filed, although there were paper forms available at the PPD and complaints could be made verbally, over the phone or in-person with any form of communication accepted. Whether comments during City Council meetings were audited and conducive to a community complaint or violation, confirmed such comments would be recorded. (Mayor Pro Tem Murphy)

- Whether there was a way for the public to see on the City website or other means, whether a drone was being used for PPD purposes or being deployed, currently there was no method to track the drones in that way. The City's drone program did not have that automated process in place. In the event someone called into dispatch and requested information, information could be provided. The City was looking in the future to provide a system where drones were being deployed during calls for service and ways for the public to track their flight when associated with a call for transparency purposes, but that was not part of the current system. (Mayor Tave)

PUBLIC HEARING OPENED

Irma Ruport asked whether the military equipment was equipment that had been donated to the City in the past, to which Commander Rogers explained he was in charge of the program when the City received the equipment, which was requested, with the City having waited two years for the MRAP ERV, which came from the military and the Unmanned Remotely Piloted, Power Ground Vehicles, iRobot PackBot510 delivered from the military along with everything that came with it.

Ms. Ruport commented when the City first received the military equipment it had been parked on the grass in the park during community events. At that time, there had been a lot of complaints/comments on NextDoor regarding children within proximity of the equipment and the equipment was later removed from the grass area during events. She also understood there was to be some consideration of co-sharing the MRAP ERV given the costs to the City to maintain the equipment. She asked whether the equipment had been shared with other cities to share costs, otherwise there could be lost income to the City. She also asked about the total cost of the equipment since the PowerPoint presentation did not include total costs, and reiterated the need to consider partnering with other cities on the use of the equipment to save money.

PUBLIC HEARING CLOSED

Council member Sasai thanked staff for the presentation. Referencing the drone system, he suggested this was a great program. He had talked it through with the Police Chief and staff, and learned there were many benefits to the program including more safety for officers and the public, reducing the need for pursuits of vehicles and creating more efficiency. The City also had a great drone policy. He supported the drone system and its use, as outlined, although he continued to have concerns with the MRAP ERV, as he had expressed in the past. He was pleased to see the equipment had been deployed fewer times than in previous years. He also understood there had been a request from Congressman John Garamendi about the use of mobile barriers, to be used anytime the City closed the streets for an event, and unsure of the status, he hoped it would be approved so they would have those public safety funds for the City.

With the militarized equipment in general, Council member Sasai had seen the effects of the presence of the military equipment and with the federal administration deploying the National Guard locally in places like Alameda, local residents were often pushed to the margins, and out of sensitivity to that, as he had over the past four years, he would respectfully vote no on the item, but he recognized the important work of the PPD.

ACTION: <u>Motion by Council member Toms/Mayor Pro Tem Murphy to approve the report and waive the full reading and introduce by Title Only an Ordinance approving and re-adopting a Military Equipment Use Policy as Stated in Chapter 2.60 "Military Equipment Policy" of the Pinole City Municipal Code in Compliance with AB 481</u>.

Vote:	**Passed**	**3-1-1**
	Ayes:	**Tave, Murphy, Toms**
	Noes:	**Sasai**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

B. FY 2025/26 Utility User's Tax Review and FY 2026/27 Income Exemption Limits
Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Markisha Guillory)

Finance Director Markisha Guillory provided a PowerPoint presentation for the Utility User's Tax (UUT) Annual Review for Fiscal Year (FY) 2025/26, which included an overview of the background of the UUT; annual review; total UUT collections; gas and electricity UUT collections; Telecommunications UUT collections; update on UUT application to streaming services; UUT exemption guidelines and the recommended changes to income exemption thresholds.

City Attorney Casher added there were cities throughout the State and in the Bay Area that collected a UUT for online/Internet streaming services. Pinole did not have that ability under the current Pinole Municipal Code (PMC), but that could be considered if the City Council wanted more information for that potential consideration.

Finance Director Guillory recommended the City Council conduct a public hearing on the FY 2025/26 Annual Review of the Utility Users' Tax (UUT); and adopt a resolution modifying the Household Income eligibility thresholds for exemptions from the Utility Users' Tax for FY 2026/27.

Responding to questions from the City Council, Finance Director Guillory and City Attorney Casher, clarified the following:

- If the PMC was amended by ordinance, and voter approval required to impose a UUT on Internet-based streaming services, that would add the ability to tax for adding to the UUT the ability to collect from consumers a charge for the UUT for online streaming services. Traditional cable services had been collected, but the City did not collect for YouTube, as an example. The PMC would have to be updated and voter approval required since it would be a tax measure and a two-thirds voter approval would be required. (Mayor Pro Tem Murphy)

PUBLIC HEARING OPENED

Debbie Long understood the UUT was a nine percent revenue generator and PCTV used a lot of electricity, she assumed residents paid that tax on utility bills. She asked if that would be refunded back to the Department or offset for anything, and there could be other Departments, such as the Public Safety Building, which was also a high user.

Since PCTV would be charged or that Department charged for their utility, they were actually bringing in part of the revenue due to the UUT, and Ms. Long asked if that was credited back to the Department, and if not why, or should it.

PUBLIC HEARING CLOSED

Interim City Manager Evans commented staff had not done specific analyses but PCTV would be getting a credit with the $480,000 subsidy.

ACTION: Motion by Council member Toms/Mayor Pro Tem Murphy to adopt a resolution modifying the Household Income Eligibility Thresholds for exemptions from the Utility Users' Tax for FY 2026/27.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

11. OLD BUSINESS

A. Approve and Authorize the Mayor to Execute the Employment Agreement for Naomi Kelly to Become the City Manager. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**

Human Resources Director Stacy Shell introduced Rachel Hall, Bob Hall & Associates, the executive search firm that conducted the recruitment for the recent City Manager recruitment and who provided a PowerPoint presentation on the City of Pinole, City Manager Recruitment Process, which included an overview of the following: step one – create a position profile; step two - outreach and recruiting; step-three – candidate assessment; step four – selection and presentation of top candidates, and step-five - background and reference checks.

Responding to questions from the City Council, Ms. Hall and Human Resources Director Shell clarified the following:

- As noted in the PowerPoint presentation, Bob Hall & Associates conducted a comprehensive background and reference check process, based on public records, Internet searches and readily available information but not until an offer letter was signed, was a background check allowed to be legally done. (Toms)

PUBLIC COMMENTS OPENED

Debbie Long restated for the record, the earlier comments she made as part of Item 4B.

Irma Ruport explained she had applied for a City job years ago and was given a lie detector test, background check and security clearance check. She questioned the consultant's vetting process and procedures. She suggested something went wrong since it took her minutes after the interview with the candidate to check out names that were given to the community panel.

Ms. Ruport also had a Human Resources background and it took her minutes to check the candidate's background. She commented that one of the panels involved staff interviews, and she understood they had been asked whether they unanimously supported the candidate, and when asked the same had not been afforded to the community panel but later permitted, and the community panel had not chosen Ms. Kelly as the primary candidate. She found the candidates had not been vetted properly and questioned why there were no red flags for Ms. Kelly when the information was readily available. She reiterated her concern with the procedure done by the Human Resources Department and the consultant, and suggested the City had hired recycled consultants. She asked that the process start over and that the City Council not accept Ms. Kelly as the City Manager.

Ms. Ruport reiterated her husband was a private attorney and had a business in Pinole. He had submitted correspondence and also asked that the process start over since the process had not been vetted properly. She urged the City Council to start the process over since this was not what residents wanted and in November when some Council members possibly leave the City Council, residents would have to live with the nightmare left over.

Rafael Menis highlighted some of the points in the June 16, 2026, staff report about the recruitment process, with the City, not the consultant, having conducted an extensive background check, as outlined. It appeared the staff report had indicated that a series of background checks had been done. He was uncertain whether the City was allowed to do polygraph tests given questions about reliability. He noted Pinole was facing significant challenges, both now and over the next several years leading to around 2030 or so, and the City would benefit greatly from having an experienced City Manager. Whether that was Ms. Kelly or someone else and regardless of who the City Council chose as the next City Manager, he hoped the City Council picked someone who stayed around for the term of their contract and that the City Council had assurance that whoever was selected was willing to remain for the full term of the contract given the turnover of recent City Managers, which caused harm to institutional continuity and knowledge.

Mr. Menis also had questions based on Ms. Kelly's résumé, specifically her work with the San Francisco Board of Trustees and he was also curious about some of the points listed under her work experience with NK Strategies LLC, and some of the tasks, as outlined, which he highlighted, and asked how to quantify success or failure in those approaches.

Mark Zimmerman suggested the Mayor recuse himself on the vote for Item 11A, since he had a prior working relationship with Ms. Kelly while working with the City of San Francisco and could not vote impartially, as defined. He suggested the Mayor should publicly disclose his prior working relationship with Ms. Kelly to ensure transparency and maintain the public trust. The Mayor previously worked with the proposed City Manager candidate as documented in the 2020 to 2029, City and County of San Francisco Capital Plan Report, and Ms. Kelly submitted the report as the San Francisco City Administrator, and in the acknowledgement section of the report, she specifically acknowledged Anthony Tave under the Department staff for the San Francisco Police Department (SFPD).

Mr. Zimmerman commented that the City Manager salary of $305,000 was $40,000 more than had been paid to the previous City Manager six months ago and more than the salaries of every other City Manager in Contra Costa County, as shown in the June 16, 2026 staff report, which paid on average 31 cents per person per year for their City Managers.

The City of Pinole's proposed $305,000 salary meant every Pinole resident would be paying over $16 per year, 52 times more than other cities and there was no benefit to paying more than other cities to achieve an "A" financial grade. Four out of the five cities that received a financial grade of A in the Civil Grand Jury Report paid less than $305,000.

Cathy McFarland read into the record the same written comments she presented for Item 4B.

Richard Cossel was confused how a background check could be done, how an indictment could be missed, and how there could be a failure to read the indictment itself. He referenced United States v. Harlan Kelly and Victor Makras. While Naomi Kelly had not been criminally charged in the case, she had been explicitly named as a participant and beneficiary in the mortgage bank fraud, received indirect benefits in a separate bribery fraud scheme involving Walter Wong, which involved a $1.3 million bank loan Ms. Kelly had signed, and was a direct participant in the Quicken Loan Refinance of the family home as co-owner of the residence, who had also signed the original 2012, $715,000 straight note to Makras Investors, and who signed the back-dated straight note, dated May 2014, that falsely inflated the loan balance by $200,000 to pay off her student loans.

Mr. Cossel added that Ms. Kelly had also signed false residential loan applications on October 2014, submitted to Quicken Loans that misrepresented the loan balance and concealed debts and credit card payment payoffs of approximately $32,5000 on a JP Morgan Chase Card, a $200,000 cash out request tied directly to the student loan, and a direct text from Harlan Kelly to Mr. Makras that explicitly requested the $200,000 inflation to pay off the student loan. He was unsure how all of that was missed as part of the background check. There had been other debt relief, fraudulent equity gains as part of the refinance, later payment that was excessive which covered additional obligations linked to Ms. Kelly for $17,000 for a Chase card service, and a vacation to Hong Kong, China and Macau for the entire Kelly Family, with evidence all documented that Ms. Kelly was directly involved. Additionally, she received a discount of $89,000 for home improvements.

Peter Murray commented that during the prior City Council meeting, he had raised concern as a member of the community panel about those issues and had focused on the discussion of vetting. There was now more information that preliminary vetting had been done and a more thorough vetting process after the fact. As a member of the community panel involved in the interview of candidates, he had asked whether the City had all of the information for all candidates, and was told they were thoroughly vetted and he was unaware there was an issue. He suggested the City Council was digging itself into a hole he was uncertain it would get out of. He was able to readily obtain information about Ms. Kelly and since that time, all of the information had been piling up and getting deeper. He also commented there appeared to be connections between the Mayor and former Mayor Salimi to Ms. Kelly. He agreed this was likely a done deal but had hoped the City Council would come to reality. If the City Council could not read what was in front of it, it was more of the same as what happened with Measure D, as he had earlier commented at the start of the meeting.

Stephen Tilton thanked the PPD for the presentation earlier on the use of military equipment, which items were needed and he was pleased the City Council supported the item. He had served on the City Council in the past and was aware of the challenges. He asked the City Council to consider a legacy vote on this matter. He too repeated some of the comments he made as part of Item 4B.

Mr. Tilton sought a City Manager who was proactive. He reiterated he was a retired Chief Deputy Sheriff for San Francisco and he supported Ms. Kelly as the City Manager. He also reported he received a telephone call this date from Kevin O'Connell, a Chief Deputy, who described Ms. Kelly as a "change agent." While he agreed with some of the comments made by Mr. Murray and Ms. Long fiscally, he suggested they had a chance to put into place a City Manager for continuity, who could be here for many years and would get things done. He wanted to see something developed in the Safeway and Kmart lots, vacant properties developed and wanted a City Manager who had the backs of the employees and who was respected. He spoke with some City employees, some members of the PPD and members of the Contra Costa County Fire Protection District (CCCFPD), who supported Ms. Kelly. Ms. Kelly served as a manager of 40,000 employees over multiple departments. He reiterated when San Francisco Mayor Ed Lee passed away, Ms. Kelly had ensured the continuity of government. He had seen her in action and if the City was able to hire her, it would be a legacy vote for the City Council.

Emilio Cruz, explained he was present to provide moral support for Ms. Kelly but after hearing the public comments he wanted to step up and say something. As noted in the presentation, this was the decision of the City Council and while members of the public may have sat on committees and may want to make the decision, they were criticizing the City Council for what it did and then tell them what to do. No one had the courage to sit in the seats the Council was sitting in. He had served on the Board of Education of San Francisco and had heard a lot of testimony and no matter how emotional, good public policies were made on facts, not on emotion.

While accusations had been made, Mr. Cruz guaranteed if Ms. Kelly was guilty of those things, the federal government would have convicted her. There had been a long investigation and a long trial, and while Ms. Kelly's name may appear in the newspaper, nothing ever came to her as far as any guilt, whether in public office or in her private life. He congratulated the City of Pinole for being an extremely diverse community. He looked at the numbers and noted that Pinole was one-third White, one-third Latino, one-third Asian and ten percent African-American. He recognized that speakers were highly critical of the City Council and he applauded the City Council for sitting in their seats and having the bravery to take on the issues. He wished the City Council and the City of Pinole all the best.

Vincent Salimi stated as a former Mayor for the City of Pinole, he knew exactly what it took to make choices for the City's future. The most critical decision a City Council could make was choosing a City Manager. He had listened closely to the concerns, and suggested in a healthy democracy skepticism was welcomed and required; however, as a public servant and as a citizen, City Council members also had the responsibility to separate rumor from facts and guilt by association. He stated Ms. Kelly's husband had been held accountable for his actions and the federal government spent years turning the City of San Francisco inside out and had scrutinized every contract and meeting and found no evidence against Ms. Kelly, who was never charged or indicted. When the scandal hit, Ms. Kelly had stepped aside so City employees could work without a major circus, which was not an admission of guilt but a profound act of self-less leadership.

Mr. Salimi added that the City of Pinole was a City with lots of potential but faced a structural, financial and operational challenge and could not afford on-the-job training. Ms. Kelly served as a City Administrator overseeing 25 departments and a massive budget, had a law degree and knew how to navigate complex labor negotiations, streamlined Public Works and a City bureaucracy and knew how to deliver to residents.

Mr. Salimi suggested the City of Pinole was being handed an unprecedented opportunity to hire a world class executive, who had the highest level of municipal government experience and who was ready to bring that immense expertise to Pinole. He suggested the City Council had done its job, it had vetted Ms. Kelly and interviewed her and recognized her extraordinary capability. He asked fear not be allowed to dictate the future of Pinole, and judge Ms. Kelly on her merits, character and unmatched record of public service. He strongly urged the City Council to appoint Ms. Kelly as City Manager.

William Horton commented that for a City that was having a deficit problem, a salary of over $300,000 was too much. He urged the City Council to start over, go back and reduce the salary to be comparable to the City of Hercules, which was in the $250,000 range. He suggested there could be enough candidates to choose from with a lower salary.

Anthony Vossbrink asked for a breather until the Mayor could return to the dais.

Mayor Pro Tem Murphy stated this was the time for the speaker to provide his comments.

City Clerk Bell-Spears advised the Mayor was back in the Council Chambers.

Mr. Vossbrink asked why the gang of three had voted for Ms. Kelly to be appointed as the City Manager at a salary of $305,000 a year, how the salary number had come up, and if Ms. Kelly was such a great catch why had she not been hired one to two years ago, when interviews were conducted for the former City Manager. If Ms. Kelly was successful in her consulting firm, he asked why she would want to work for the City of Pinole, was it for the salary or as a stepping stone to polish her résumé as part of next steps, as prior City Managers had done. He echoed the comments from other speakers and stated for the record he was half-Asian and he took offense to the speaker who brought up race stating that people should not be judged on their color, but on their character. While the City claimed Ms. Kelly had been vetted, he found she had questionable character, integrity and other things that should be on her résumé.

PUBLIC COMMENTS CLOSED

Council member Toms thanked people for coming out. She noted when the City Council had its interviews with the City Manager candidate they were aware of the newspaper articles, which were not necessarily fact, but indictments were challenges, someone had to be adjudicated and this case had been adjudicated, and Ms. Kelly was not party to, indicted or convicted. The City Council based its interviews and discussions on the facts, and while there were play-by-play articles that were written as the investigation went forward, she found it unfortunate for someone to go through that, when a woman especially worked so hard on her career and was judged by her partner. She stressed that Ms. Kelly had not been indicted or convicted, she had an excellent résumé with two very strong interviews with the City Council. While the community came to a different conclusion, the staff interviews were very strong in support of Ms. Kelly and the City Council had voted 5-0 to advance Ms. Kelly's employment. She had a lot of confidence in Ms. Kelly to move forward and to help the City address its significant issues. Should Ms. Kelly's contract be approved by the City Council, Ms. Kelly had a plan for the first 100-days to engage the public to work through the issues and she had a heavy, heavy load in front of her but was up for the challenge.

Council member Toms recognized Ms. Kelly would have significant challenges in terms of what the City of Pinole was facing and would have more challenges than in her previous employment; but she would like to see the community come together and move forward as a City and get behind the new City Manager. She emphasized the need to work together as a team with the City Council, City Manager, staff and citizens.

Council member Sasai was disappointed to hear people make a mockery of Dr. Martin Luther King during this and the prior City Council meeting. At this time, he read into the record, an excerpt from written correspondence received from California State Treasurer Fiona Ma, dated June 11, 2026, as follows: *Having worked with Naomi for many years, I have witnessed firsthand her ability to navigate complex challenges, build consensus among diverse stakeholders, and achieve meaningful results. She played a key role in supporting and implementing San Francisco's Local Business Enterprise Ordinance, helping local businesses participate more fully in public works projects while strengthening economic opportunity throughout the city. Beyond her impressive professional accomplishments, Naomi is a person of exceptional integrity and character. She leads with humility, treats everyone with respect, and consistently demonstrates sound judgment, accountability, and an unwavering commitment to public service.*

Council member Sasai explained he was a member of the City Council Subcommittee to negotiate the Employment Agreement for Ms. Kelly. After receiving input from the local unions into consideration, the current Employment Agreement for Ms. Kelly had stricken the section around the three percent COLA, and he thanked the candidate for being amendable. He too reported the City Council had voted 5-0 in Closed Session to hire Ms. Kelly.

Mayor Pro Tem Murphy thanked residents for making their voices heard and commented on the prize and value of public comment. He acknowledged making public comment was not necessarily making facts, and it was important as a community to acknowledge that part of diversity, equity and inclusion was recognizing being uncomfortable not knowing information and knowing perhaps they were using some of their bias in their commentary. He was disturbed about comments about things people were seeing and characterizing about a person they had not met. As reported, the City Council voted 5-0 to move Ms. Kelly's employment forward, due to the due diligence working with partners like Bob Hall & Associates and listening to residents throughout the entire process.

Mayor Pro Tem Murphy advised that Ms. Kelly was in the audience and had to listen to the comments, and reiterated that what was in the media was not always fact. He was disturbed, but at the same time inspired, in what Ms. Kelly had done and he spoke to her experience in her previous world and some of the work they had ahead. He encouraged audience members and those who may not have met Ms. Kelly to meet her.

Mayor Pro Tem Murphy also encouraged everyone to acknowledge this was a person who wanted to come to the City of Pinole and make Pinole better. Ms. Kelly had a world of fiscal management experience, economic experience and experience to repave roads. City staff supported her moving forward. This was a moment to consider what may be possible with someone with Ms. Kelly's résumé backing the work that needed to be done. He added that Ms. Kelly's résumé, as included in the staff report, was inspiring and incredible. He supported the Employment Agreement for Ms. Kelly.

Mayor Tave thanked everyone for their comments and noted there was not much more to say from what had already been said. Moving forward, he encouraged the community to engage with the new City Manager, have those discussions, and while they may be difficult, there were difficult things ahead. He supported Ms. Kelly as the next City Manager based on merit, credibility and her extensive experience. He suggested Ms. Kelly could carry the City through difficult times since she had done it over and over in other agencies.

ACTION: Motion by Mayor Pro Tem Murphy/Council member Sasai to Approve and Authorize the Mayor to Execute the Employment Agreement for Naomi Kelly to become the City Manager.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

B. Revised Proposed Fiscal Year (FY) 2026/27 Operating and Capital Budget. **Action: Receive Report and Provide Direction (Markisha Guillory)**

Interim City Manager Evans thanked the City Council and the Finance Subcommittee for their leadership and guidance to see the item brought forward with a balanced budget, and management staff for hard and difficult recommendations to reach a more balanced budget than in years past, which had come down to, must haves, should haves and nice to have. Even after the recommended cuts, there were still looming challenges with ongoing CalPERS retirement and retiree medical costs, and finalizing conversations with the CCCFPD. Any program enhancements or cuts to be reduced now and in the future, would mean a larger Yellow Brick Road to address now and impact the potential response to the Civil Grand Jury Report.

Interim City Manager Evans provided a PowerPoint presentation for the Revised Proposed Fiscal Year 2026/27 Operating and Capital Budget, which included an overview of the major revenue and expenditure trends; process and timeline; March, May, June 2, 2026 and June 16, 2026 budget outlooks and revised Yellow Brick Road. He also highlighted the recommendations from the Civil Grand Jury Report Recommendations R1 through R6.

Interim City Manager Evans recommended the City Council receive the updated version of the revised proposed budget, provide direction on any changes, and direct staff to prepare the final proposed budget for adoption on June 23, 2026.

Responding to questions from the City Council, Interim City Manager Evans and Finance Director Guillory clarified the following:

- Revised Yellow Brick Road, clarified the Proceeds from Sale of Property was not related to any major property sales. Property sales were not integrated into the current budget forecast or the budget proposal before the City Council. (Mayor Pro Tem Murphy)

- City staff had been working with the CCCFPD Fire Chief and the County to identify, rather than by contract, a full annexation, which would reduce some of the exposure of contractual costs that the County ran into their COLAs, and which would come out of the property tax revenue share the City would get, which was something the County had discussed and the Local Agency Formation Commission (LAFCO) would be open to having implemented by January 1, 2027, if the City could hit the timelines. (Mayor Pro Tem Murphy)

- The full budget document was not before the City Council at this time. It would be provided on June 23, 2026 for final approval. (Mayor Pro Tem Murphy)

PUBLIC COMMENTS OPENED

Rafael Menis thanked the Interim City Manager for addressing some of his questions, but he was unclear how the $830,000 value in the Yellow Brick Model matched up with the $701,000, and the various other bits fitting together. Referencing the modified attrition topic, he understood erring on the side of being conservative with that calculation, with the actual attrition value roughly double what was being credited in the budget, nowhere near enough to meet the gap in reinstating the frozen positions in future years, but something nonetheless.

As to the 115 Trust values, Mr. Menis noted originally the attempts to get down closer to zero, but it looked as if there were still withdrawals for this year, next year and following years, going off of the correction memo values. He asked how much of an impact that would have on the carried forward balance of the 115 Trust, whether the interest would be drawn down or whether it would impact the principle going at those levels. He also asked what other sorts of cuts would get to $830,000, if not considering freezing positions. He further asked what sorts of things could get the City to the $830,000 number or the $701,000 number, over time.

Interim City Manager Evans explained with respect to the 115 Trust that was covered through interest only earnings. The real goal there and depending on working with the County, if the percentage of costs for the first year of the CCCFPD contract was carried forward in the negotiations with the County, there would be an additional $600,000 in play, which ideally would then cover 100 percent of the Pinole retirees. If not, working with the Finance Director, the strong recommendation to the City Council was to ensure it was interest only and not touch the principal, and if it did, then they had to figure out something else, otherwise that principal was there for a real rainy day. In terms of filling the gap, with no other revenues coming in, it would be evaluating the staff prioritization and looking at work load, and when openings occurred those openings may not be filled at the time until there were revenues to justify it.

Kym Anderson, Business Agent, AFSCME Local 512, understood staff was asking the City Council to provide direction on the budget. In the seven years she had been representing AFSCME Local 512 and working with the City, she had seen the City add a number of management positions, which were not doing the boots on the ground work of providing City services that residents relied on. In some cases, managers were delegating their work to the staff doing the boots on the ground work. AFSCME Local 512 members could not afford to live in the City of Pinole. They were priced out when the City continued to approve the creation of management positions, and overpaid those managers in some cases, harming residents of the City by not prioritizing the positions providing those services residents needed. One public speaker this evening stated he did not watch PCTV and did not know anyone who did.

Ms. Anderson commented other public speakers stated they watched PCTV and their neighbors relied on it to know what was happening in the City. There had also been recent surveys on PCTV that showed the same thing. She also understood the new City Manager was amendable to striking the three percent COLA from her Employment Agreement and she was glad she was open to that change. She suggested the first challenge for the new City Manager would be to look at other ways management could cut their budgets and salaries, other than cuts from PCTV and from asking employees to pay for their own COLA through furloughs.

David Snell thanked the City Council and staff for making a difficult but new proposed budget for consideration. He asked the City Council to consider employees who were presently employed as opposed to the vacant positions, and while he understood that was difficult, City employees appreciated those who may be facing layoffs, possibly being preserved before some of the vacancies were filled. He also expressed his appreciation and looked forward to the opportunity to find solutions to some of the matters facing PCTV with the new City Manager.

PUBLIC COMMENTS CLOSED

Mayor Pro Tem Murphy was happy to move forward.

Mayor Tave also supported that action.

City Clerk Bell-Spears clarified the action asked of the City Council was to receive the report and provide direction.

Council member Toms asked if the item would come back on the Consent Calendar at the June 23, 2026 City Council meeting, and the Interim City Manager confirmed that was the intent.

Mayor Tave thanked staff and the Interim City Manager for the budget. He looked forward to the new fiscal year, and to further discussions on several of the issues presented. He found they were providing a balanced budget which was a good starting point.

12. NEW BUSINESS

A. Approve a Purchase and Sale Agreement by and Between the City of Pinole and American Postal Infrastructure (APIF) for the Sale of Property Located at 2101 Pear Street (Post Office). **Action: Adopt Resolution per Staff Recommendation (Eric Casher, Lilly Whalen)**

Community Development Director Lilly Whalen provided a PowerPoint presentation for the Sale of 2101 Pear Street, which included an overview of the background of the property; site details; continuation of Post Office operations; Planning Commission and Environmental Review and fiscal impacts.

Community Development Director Whalen asked the City Council to adopt a resolution approving the purchase and sale agreement with APFI-California LLC and Authorize the City Manager to Execute the Agreement. She added the Lot Line Adjustment (LLA) would be recorded at closing to ensure the parking lot remained part of the City Hall property, regardless of whether the sale proceeded.

Responding to questions from the City Council, Interim City Manager Evans clarified the following:

- The annual lease revenue for the Post Office had been removed from the budget and staff confirmed it was possible to place the proceeds from the sale of the Post Office into the 115 Trust without negatively impacting the budget for next year. (Toms)

PUBLIC COMMENTS OPENED

Rafael Menis stated he had submitted comments in writing about this item prior to the meeting. He noted that Attachment C, Resolution 26-04, Post Office GP Consistency, the signed declaration for the Planning Commission Report, was incorrect, since he had voted in favor of the motion as shown in the March 23, 2026 Planning Commission meeting minutes, Page 5, Line 12, and asked that the document be corrected. He also asked about the potential of adding the proceeds from the sale to the 115 Trust, and asked if there was a difference between adding the money in or using the money and not withdrawing from the 115 Trust. He also asked whether there were any practical impacts or whether it would even out, one way or another.

Interim City Manager Evans would like to provide a more formal response in writing to the question.

PUBLIC COMMENTS CLOSED

Council member Sasai supported the item since the risk involved as time moved on could involve some repairs necessary that could be major for a 60-years old building that could take away from the City's ability to address issues that the community had voiced multiple times about roads and other deferred maintenance issues. He appreciated Council member Toms' idea about what one time revenue could go to, although that could not be decided tonight and he looked forward to a community discussion where those proceeds could go.

Council member Toms offered a motion, seconded by Mayor Tave to adopt a resolution approving the purchase and sale agreement by and between the City of Pinole and the American Postal Infrastructure (APIF) for the sale of the property located at 2101 Pear Street, and deposit the sales proceeds into the 115 Trust.

On the motion, Mayor Pro Tem Murphy noted that was a different motion from the staff recommendation.

Council member Toms clarified her motion was to modify the staff recommendation, as shown, and she had spoken briefly with the Interim City Manager about this.

Mayor Pro Tem Murphy asked that they come back to the City Council before a decision was made since the staff recommendation was simply to approve the purchase and sales agreement and authorize the City Manager to execute said agreement.

Council member Toms was trying to address issues brought up by the Civil Grand Jury Report in terms of the City's long-term sustainability. If the sales proceeds were deposited into the 115 Trust, that would show the City making progress in response to the Civil Grand Jury findings.

If the funds were withdrawn again, in the same or similar amount to cover FY 2026/27, it would still go through that process.

Mayor Pro Tem Murphy commented he was not saying he agreed or disagreed with the idea of moving the sales proceeds to the 115 Trust, but the City Council had not discussed it. One of the findings from the Civil Grand Jury Report was to include the community in the process of figuring it out. He insisted not moving on something that had not been discussed by the City Council yet and recommended it be brought back at a future date, whether the next City Council meeting or another date.

Council member Toms was trying to save staff time on doing another staff report, to direct funds into a place that they could direct them now, with a motion.

Mayor Pro Tem Murphy asked how community input could be integrated.

Council member Toms commented she had brought up the idea before the public hearing and there was only one public comment, but the meeting was still active. Again, she was trying to save staff time and address the Civil Grand Jury Report.

Council member Sasai supported the resolution as attached to the staff report. As related to where the revenue from the sale proceeds should go, he looked forward to a broader discussion about the use of one-time revenues from the sale of properties, and possibly standardizing the process across the board.

ACTION: Motion by Council member Toms/Mayor Tave to adopt a resolution approving the purchase and sale agreement by and Between the City of Pinole and the American Postal Infrastructure (APIF) for the sale of the property located at 2101 Pear Street, and deposit the sale proceeds into the 115 Trust.

Vote:	**Failed**	**2-2-1**
	Ayes:	**Tave, Toms**
	Noes:	**Murphy, Sasai,**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

ACTION: Motion by Mayor Pro Tem Murphy/Mayor Tave to adopt a resolution approving the purchase and sale agreement by and Between the City of Pinole and the American Postal Infrastructure (APIF) California LLC and Authorize the City Manager to Execute the Purchase and Sale Agreement.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Sasai, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Martinez-Rubin**

Mayor Pro Tem Murphy commented that given the questions from the member of the public, and the suggestion by the City Council to discuss the sale of the property, he asked about the next steps to discuss the proceeds from that sale.

Interim City Manager Evans stated ideally it could be a component addressing the Civil Grand Jury discussion, and probably also include in the discussion other properties, owned and controlled by the City of Pinole.

Mayor Pro Tem Murphy supported the idea but recommended also considering the findings and recommendations in the Civil Grand Jury Report, and reaching out to the community when making those decisions.

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)
Only open to members of the public who did not speak under the first Citizens to be Heard, Agenda Item 6.

***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. Individuals may not share or offer time to another speaker. 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.*

Deputy City Clerk Roxane Stone reported there were no comments from the public.

14. ADJOURN to the Special City Council Meeting of June 23, 2026 in Remembrance of Amber Swartz.

At 10:07 p.m., Mayor Tave adjourned to a Special City Council Meeting on June 23, 2026 in Remembrance of Amber Swartz.

Submitted by:

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Heather Bell-Spears CMC
City Clerk
Approved by City Council:

CITY COUNCIL MEETING
MINUTES
June 23, 2026

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Tave called the Special Meeting of the City Council to order at 5:30 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. 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. Code § 87105.

A. COUNCILMEMBERS PRESENT

Anthony Tave, Mayor
Devin T. Murphy, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Maureen Toms, Council Member

COUNCILMEMBERS ABSENT

Cameron Sasai, Council Member

B. STAFF PRESENT

Garrett Evans, Interim City Manager
Heather Bell-Spears, City Clerk
Markisha Guillory, Finance Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Spears announced the agenda had been posted on June 18, 2026 at 3:30 p.m. with all legally required written notices. No written comments had been received in advance of the meeting.

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

4. CONVENE TO A CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code §54957.6
Agency designated representatives: Interim City Manager Garrett Evans, City Attorney Eric Casher, Human Resources Director Stacy Shell, Finance Director Markisha Guillory and Gregory Ramirez, IEDA
Employee organization: AFSCME Local 1, AFSCME Local 512, the Pinole Police Employees Association (PPEA), and the Management Compensation Plan (MCP).

PUBLIC COMMENTS OPENED

City Clerk Bell-Spears reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

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

At 6:30 p.m., Mayor Tave reconvened the meeting into open session with all Council members present, with the exception of Council member Sasai who was absent. There was no reportable action from the Closed Session.

6. 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. Individuals may not share or offer time to another speaker. 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.

City Clerk Bell-Spears reported there were no comments from the public.

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. Fiscal Year (FY) 2026/27 Appropriations Limit. A**ction: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

B. Call Election for City Council Seats, Request Consolidation of the Pinole Municipal Election on November 3, 2026 with Contra Costa County, and Set Specifications of the Election Order. **Action: Adopt Resolution per Staff Recommendation (Heather Bell-Spears)**

C. Final Proposed Fiscal Year (FY) 2026/27 Operating and Capital Budget. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

Mayor Pro Tem Murphy requested that Items B and C be pulled for discussion.

Mayor Pro Tem Murphy thanked staff for the work around the budget. If Item 7B was approved, which called for around $30,000 for the election, he noted the current budget only identified an expense of $22,000 for the election. He asked for clarification from staff whether the numbers matched what was needed for the budget.

City Clerk Bell-Spears reported she had made the Finance Director and the Interim City Manager aware of the increased estimates for election costs. Typically, the City was billed for an election following the election and the City usually received that cost in April. As such, there was time to address any variance in cost.

Finance Director Markisha Guillory confirmed the City Clerk's explanation.

Interim City Manager Garrett Evans explained the additional cost could be covered in the mid-year budget update. If there was an increase of the $22,000 cost for the election, offsetting revenue would be identified to ensure the increase was covered.

Mayor Pro Tem Murphy referenced the membership fees for the City Council, as shown in the City Council budget. He suggested the City could save more if making reductions in that area. He had been the representative for the Association of Bay Area Governments (ABAG) for the past two years. A total of $250 had been provided for per diem and parking. He suggested that expense could be reduced to $150, $100 or be eliminated.

Council member Toms commented she had never been reimbursed for attending ABAG General Assembly meetings.

Mayor Pro Tem Murphy added the ABAG Membership Fee was $5,500.

Council member Toms suggested the delegate expense was not needed. She had covered her own expenses and reiterated she had not requested reimbursement to attend ABAG General Assembly meetings.

Mayor Pro Tem Murphy offered a motion to cut the ABAG Delegate expense of $250. Also, as part of the motion, he supported cutting the League of California Cities Membership Fee of $7,685, National League of Cities (NLC) Membership Fee of $1,700 and a $400 expense for the League of California Cities East Bay Division, which he understood was for dinners from the City Council budget, which expenses had also been listed in the City Manager's budget. That would allow a reduction of $800 for that expense, and reductions overall would represent around $10,000 in cost savings to the overall budget.

Council member Toms stated she would support the motion if it removed the cuts to the League of California Cities membership, which would impact the City locally and stated the retention of that membership was important. She noted the City Council did not have to attend Thursday night League meetings but the League membership was important.

Council member Martinez-Rubin agreed with the importance of the League membership. Since the City of Pinole did not have its own lobbyist, that service was folded into being represented by the League's lobbyist, who was doing work on behalf of the cities, especially the smaller cities. She suggested what was not necessary was the expense for the membership for the NLC. The NLC membership was in the budget, as shown on Page 67 of 265 of the agenda packet, with an expense of $1,700, and she suggested that was a membership the City could do without.

Mayor Tave seconded the motion for discussion purposes.

Mayor Pro Tem Murphy suggested based on the feedback from the City Council and due to the report from the Civil Grand Jury, the City had to cut back on the fat in the budget. As noted, and staff had affirmed, there was the possibility an additional $8,000 would be needed for the November 2026 election, which costs had been consistently around $32,000, but budgeted at $22,000. Consistently, he heard the need to cut the City Council budget, which was why he had suggested cutting the ABAG Delegate expense of $250 and the expense for the League of California Cities East Bay Division at $400, which he understood was for dinners, and which same line item and amount should also be cut from the City Manager's budget. If both expenses were cut, it would provide a total reduction of $800. The NLC Membership Fee of $1,700 and League Membership Fee of $7,685, could also be cut from the budget, which would total around $10,000 in cost savings to the overall budget.

Mayor Pro Tem Murphy stated the lobbyist who worked with the League would still benefit the City of Pinole. At every Mayors Conference each month, there was a report from the lobbyist as a standing item and the City paid membership into the Mayors Conference. The City still benefitted from educational opportunities if Council members wanted to spend their own money to attend conferences. He stated that staff had done a tremendous job and there were anticipated expenses in the next year. Making these cuts and providing a savings of $10,000 was the responsible thing to do.

Council member Martinez-Rubin commented that the monthly Mayors Conference meetings did not include a report from the lobbyist each month, but a report by the Regional Manager for the East Bay Division on what the lobbyist had been doing. If there was no budget for travel to conferences and including individual Council members' representing the City of Pinole in Statewide Policy Committees, they were relying even more on being at the table, indirectly, as a City member of the League to be able to reap the benefits the lobbyist provided. She was not in favor of cutting the entire budget of City Council memberships in the interests of trying to offset costs and suggested the City Council should have had that discussion before this time. She would support eliminating the membership to the NLC. She emphasized the membership benefits of belonging to the League.

Council member Toms also advocated for the retention of League membership given the ability to attend League conferences, even when paying out of pocket.

Council member Toms added that there were a number of round tables that happened often with the League, where one could participate in a Zoom call and discuss different items that were happening, which was free and included with League membership.

Mayor Tave understood if the motion was moved, as stated, Council members would have to attend League conferences on their own volition and at their own expense. For those Council members who wanted to retain the League membership, he understood they saw the League as a primary function of a City in California, to get information from the collective and bring it back to the City and advocate to and explain to the public what was going on.

Council member Toms understood Council members would be unable to attend legislative briefings held on Zoom, as an example, if not a member of the League.

Council member Martinez-Rubin added that in addition to the round table discussions, the League also offered Webinars that were available to League members as an option, which was important, particularly if there was no travel budget. That was another source of information from an organization whose purpose was to keep Council members abreast of the latest legislation pertinent to the State of California as well as any other issues that may surface. She also noted the City could now be part of discussions as a Coastal City, which was not available in the past, and also a benefit of being a League member.

Mayor Tave understood there had been advocacy for those organizations before and there had been discussions about cutting the cost of memberships. Arguments had been made as they were now, but now the City was in the position of really having to consider cuts and he wondered if enough cuts were being made.

Mayor Pro Tem Murphy pointed out he had raised the discussion about cutting City Council memberships in the past. He thanked staff for getting them this far, and he recognized each City Department made cuts to their training budgets to the extent some Departments, like Human Resources, no longer had a training budget. He pointed out the Community Development Department was responsible for economic development, and the Department cut every training, travel and membership expense possible, while the Department was responsible for the Economic Development Strategy, which relied on some of those memberships. On the other hand, the City Council had not made the same cuts. He was surprised at this conversation given there had been specific comments made by Council members Toms and Martinez-Rubin about the need to make cuts to the City Council budget, and given the recommendations from the Civil Grand Jury Report about the need to cut back. He reiterated it was possible the City would need an additional $8,000 mid-year for the November 2026 election, and those cuts would be a great use of that money.

Mayor Pro Tem Murphy also commented he had attended a number of workshops, training opportunities and taken advantage of the use of the City's membership as an agency in CivicWell, the League and NLC. He had seen it from all of the lens and while it pained him to make the cuts, they were necessary and they may have to go even further. He added he could not recall the City of Pinole receiving a Letter of Support for any League items as it related to bills and could not recall the last time anyone suggested support in that way.

Mayor Pro Tem Murphy reiterated the City had an association fee as part of the Mayors Conference, which was an important opportunity for League representatives to provide updates. He again offered the motion to provide responsible cuts.

ACTION: Motion by Mayor Pro Tem Murphy/Mayor Tave to cut the ABAG Delegate expense of $250; expense for the League of California Cities East Bay Division at $400 from the City Council and City Manager's budgets for a total reduction of $800; National League of Cities (NLC) Membership Fee of $1,700 and League of California Cities Membership Fee of $7,685, which would total around $10,000 in cost savings to the overall budget.

Vote:	**Failed**	**2-2-1**
	Ayes:	**Tave, Murphy**
	Noes:	**Martinez-Rubin, Toms**
	Abstain:	**None**
	Absent:	**Sasai**

ACTION: Motion by Council member Toms/Mayor Pro Tem Murphy to cut the ABAG Delegate expense of $250; expense for the League of California Cities East Bay Division at $400 from the City Council and City Manager's budgets for a total reduction of $800 and National League of Cities (NLC) Membership Fee of $1,700.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Martinez-Rubin, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Sasai**

PUBLIC COMMENTS OPENED

City Clerk Bell-Spears reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council member Toms/Martinez-Rubin to adopt the Consent Calendar.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Tave, Murphy, Martinez-Rubin, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Sasai**

8. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)
Only open to members of the public who did not speak under the first Citizens to be Heard, Agenda Item 6.
***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. Individuals may not share or offer time to another speaker. 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.

City Clerk Bell-Spears reported there were no comments from the public.

9. ADJOURN to the Regular City Council Meeting of July 7, 2026 in Remembrance of Amber Swartz.

At 6:51 p.m., Mayor Tave adjourned to a Regular City Council Meeting of July 7, 2026 in Remembrance of Amber Swartz.

Submitted by:

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Heather Bell-Spears CMC
City Clerk
Approved by City Council:

WARRANT LISTING
By Vendor Name

City of Pinole, CA

Payment Dates 6/13/2026 - 7/3/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3SI00 - 3SI SECURITY SYSTEMS INC					
INV1401515	110286	07/03/2026	100-221-42514	TRACKING SERVICE PD	480.00
				Vendor 3SI00 - 3SI SECURITY SYSTEMS INC Total:	**480.00**
Vendor: 4LE00 - 4LEAF, INC.					
JO605-26D	110287	07/03/2026	212-462-42101	PROFESSIONAL SERVIES APRIL 2026	480.00
JO605-26E	110287	07/03/2026	212-461-42101	PROFESSIONAL SERVICES MAY 2026	320.00
				Vendor 4LE00 - 4LEAF, INC. Total:	**800.00**
Vendor: 3236 - ACCURATE PRINTING					
2031	110288	07/03/2026	100-465-44301	DOOR HANGERS WEED ABATEMENT	799.48
				Vendor 3236 - ACCURATE PRINTING Total:	**799.48**
Vendor: 1571 - ALTEC, INC					
51936189	110220	06/26/2026	100-343-42107	HYDRAULIC TEST LABOR AND REPAIRS	1,356.41
				Vendor 1571 - ALTEC, INC Total:	**1,356.41**
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
10693C	110221	06/26/2026	100-343-42108	PEST CONTROL FERNANDEZ AND PVR PARK	375.00
				Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:	**375.00**
Vendor: 2972 - APGN, INC.					
23241	110289	07/03/2026	500-641-47101	TWO (2) NX150S-C060 HIGH SPEED TURBO BLOWERS	39,139.65
				Vendor 2972 - APGN, INC. Total:	**39,139.65**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
3610	110222	06/26/2026	100-343-44306	KEY DUPLICATE	38.11
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**38.11**
Vendor: 3168 - ARROWHEAD FORENSICS					
193433	110223	06/26/2026	100-222-42514	EVIDENCE SUPPLIES PD	1,025.53
				Vendor 3168 - ARROWHEAD FORENSICS Total:	**1,025.53**
Vendor: ATT01 - AT&T					
000025379729	110290	07/03/2026	525-118-43101	MIS PHONE	681.66
000025381773	110224	06/26/2026	525-118-43101	PW PHONE	318.16
000025381774	110224	06/26/2026	525-118-43101	ADMINISTRATION PHONE	88.81
000025381775	110224	06/26/2026	525-118-43101	RECREATION PHONE	869.45
000025381776	110290	07/03/2026	525-118-43101	CDD PHONE	26.08
				Vendor ATT01 - AT&T Total:	**1,984.16**
Vendor: 3243 - AUBREY CAMERO					
05302026	110187	06/19/2026	209-20308	3/4 OF SECURITY DEPOSIT REFUND PSC RENTAL 05302026	633.75
05302026-1	110187	06/19/2026	209-552-38112	1/4 REMAINING SECURITY DEPOSIT REFUND PSC 05302026	211.75
				Vendor 3243 - AUBREY CAMERO Total:	**845.50**
Vendor: 1256 - B & H PHOTO - VIDEO, INC.					
244756787	110188	06/19/2026	505-119-47101	REPLACEMENT PA	694.53
244756787	110188	06/19/2026	505-119-47101	REPLACEMENT PA	5,291.96
244756787	110188	06/19/2026	505-119-47105	REPLACEMENT PA	375.66
244851844	110225	06/26/2026	505-119-47101	Small Bluetooth PA	1,416.45
244851844	110225	06/26/2026	505-119-47101	Small Bluetooth PA	182.88
244852560	110225	06/26/2026	505-119-47101	Replacement Speaker Stands	864.38

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
244853384	110225	06/26/2026	505-119-47101	Replacement of field wireless microphones	132.17
244853384	110225	06/26/2026	505-119-47101	Replacement of field wireless microphones	1,472.90
244854741	110225	06/26/2026	505-119-47101	Field Audio mixer replacement	1,031.11
244854741	110225	06/26/2026	505-119-47101	Field Audio mixer replacement	186.04
244856056	110225	06/26/2026	505-119-47101	Encoder	3,572.10
244970374	110188	06/19/2026	505-119-47101	Nikon D850 DSLR Camera	2,201.64
244970374	110188	06/19/2026	505-119-47101	Nikon D850 DSLR Camera	1,870.89
244970374	110188	06/19/2026	505-119-47101	Nikon D850 DSLR Camera	327.39
244970374	110188	06/19/2026	505-119-47101	Nikon D850 DSLR Camera	58.81
244970374	110188	06/19/2026	505-119-47101	Nikon D850 DSLR Camera	174.42
244971518	110188	06/19/2026	505-119-47101	Magewell Pro Convert for NDI to SDI	226.38
244971518	110188	06/19/2026	505-119-47101	Magewell Pro Convert for NDI to SDI	1,396.69
244972449	110188	06/19/2026	505-119-47101	Panasonic HC-X2100 UHD 4K 3G-SDI/HDMI Pro Camcorde	380.69
244972449	110188	06/19/2026	505-119-47101	Panasonic HC-X2100 UHD 4K 3G-SDI/HDMI Pro Camcorde	4,588.94
244976539	110188	06/19/2026	505-119-47101	Blackmagic Design ATEM Television Studio HD8 ISO	639.41
245107850	110225	06/26/2026	505-119-47101	Panasonic HC-X2100 UHD 4K 3G-SDI/HDMI Pro Camcorde	380.69
245132665	110225	06/26/2026	505-119-47101	BirdDog 3 x X1 PTZ Cameras & KBD PTZ Controller Bu	3,648.01
245270376	110225	06/26/2026	505-119-47101	REPLACEMENT PA	3,033.42
				Vendor 1256 - B & H PHOTO - VIDEO, INC. Total:	**34,147.56**
Vendor: BAX00 - BADGE FRAME, INC.					
43764	110291	07/03/2026	100-222-42201	PD PHOTO	492.81
				Vendor BAX00 - BADGE FRAME, INC. Total:	**492.81**
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001476175	110189	06/19/2026	100-112-42514	CLASSIFED ADVERTISING MAY 2026	120.36
0001476175	110189	06/19/2026	100-112-42514	CLASSIFED ADVERTISING MAY 2026	96.90
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	**217.26**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7220537	110190	06/19/2026	209-552-43804	FOOD PROGRAM PSC	43.31
7220860	110190	06/19/2026	209-552-43804	FOOD PROGRAM PSC	1,139.65
7220861	110190	06/19/2026	209-552-43813	FOOD PROGRAM PSC	540.36
7220862	110190	06/19/2026	209-552-42108	FOOD PROGRAM PSC	229.59
7222016	110190	06/19/2026	209-552-43813	FOOD PROGRAM PSC	39.18
7254502	110190	06/19/2026	209-552-42108	FOOD PROGRAM PSC	457.84
7254503	110190	06/19/2026	209-552-43804	FOOD PROGRAM PSC	618.92
7257803	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	12.36
7258539	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	12.36
7259082	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	877.10
7259083	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	451.48
7259084	110226	06/26/2026	209-552-42108	FOOD PRGRAM PSC	449.09
7262093	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	-12.36
7262282	110226	06/26/2026	209-552-43804	FOOD PROGRAM PSC	34.47
7263060	110293	07/03/2026	209-552-43804	FOOD PROGRAM PSC	146.59
7263609	110293	07/03/2026	209-552-43804	FOOD PROGRAM PSC	935.84
7263610	110293	07/03/2026	209-552-42515	FOOD PROGRAM PSC	1,254.00
7263611	110293	07/03/2026	209-552-42108	FOOD PROGRAM PSC	811.32
7265731	110293	07/03/2026	209-552-43804	FOOD PROGRAM PSC	-49.91
7265762	110293	07/03/2026	209-552-42515	FOOD PROGRAM PSC	225.60
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**8,216.79**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2941 - BRADY INDUSTRIES NORCAL, LLC.					
11249357	110294	07/03/2026	500-642-42514	FLO-OUT DRAIN OPENER CONTAINERS	151.89
				Vendor 2941 - BRADY INDUSTRIES NORCAL, LLC. Total:	**151.89**
Vendor: 3145 - BRIAN ROSE					
0531-06032026	110227	06/26/2026	100-221-42302	MEALS AND MILEAGE HOTEL FOR SLI TRAVEL REIMBURSEME	669.15
0531-06032026	110227	06/26/2026	100-221-42303	MEALS AND MILEAGE HOTEL FOR SLI TRAVEL REIMBURSEME	302.00
				Vendor 3145 - BRIAN ROSE Total:	**971.15**
Vendor: 2401 - C3 INTELLIGENCE, INC.					
39589	110191	06/19/2026	100-116-42101	BACK GROUND CHECK	773.00
				Vendor 2401 - C3 INTELLIGENCE, INC. Total:	**773.00**
Vendor: 3247 - CALIFORNIA MUNICIPAL CLERKS ASSOCIATION					
06182026	110228	06/26/2026	100-112-42514	REIMBURSEMENT FOR DOUBLE PAYMENT AI TRAINING	541.09
				Vendor 3247 - CALIFORNIA MUNICIPAL CLERKS ASSOCIATION Total:	**541.09**
Vendor: 3167 - CALIFORNIA POLICE CARS					
CTLT0153	110295	07/03/2026	160-222-47104	CHEVROLET TRAVERSE POLICE ADMIN	57,830.61
				Vendor 3167 - CALIFORNIA POLICE CARS Total:	**57,830.61**
Vendor: CDW01 - CDW GOVERNMENT INC.					
AJ5819M	110192	06/19/2026	525-118-47106	APPLE IPAD AIR 13 ADMINISTRATION	969.39
AJ5824W	110296	07/03/2026	500-641-42109	MONITOR FOR WPCP LAB	186.91
AJ5879G	110192	06/19/2026	525-118-47106	LOGITECH COMBOTOUCH ADMINISTRATION	238.35
AJ5X62B	110192	06/19/2026	525-118-47106	LVO MONITOR USBDOCK	577.79
AJ6FN4W	110192	06/19/2026	525-118-47106	LVO WPCP ADMIN CY REC	9,128.70
AJ7817N	110296	07/03/2026	525-118-47106	LG CURVES SCREEN LCD MONITOR DISPATCH	946.10
AJ78R5C	110296	07/03/2026	525-118-47106	STAR TECH MINI DISPLAY PORT ADAPTER	261.51
AJ7FM6U	110296	07/03/2026	525-118-47106	UBIQUITI PROTECT NETWORK SURVELLIANCE CH AND PD	1,734.85
AJ7V79V	110296	07/03/2026	525-118-47106	UBIQUITI PRO MAX 48 PORT PYC AND PCTV	3,105.39
AJ8A59T	110296	07/03/2026	525-118-47106	UBIQUI PRO MARX 48 PORT ETHERNET	1,552.69
ZR01315928	110229	06/26/2026	525-118-42510	NGE SOFTWARE SUBSCRIPTION	3,480.22
ZR01315929	110229	06/26/2026	525-118-42510	NGE VISION SUBSCRIPTION	239.36
ZR01315930	110229	06/26/2026	525-118-42510	NGE INTUNE SUBSCRIPTION	7.52
ZR01315931	110229	06/26/2026	525-118-42510	NGE ENTRA SUBSCRIPTION	10.26
				Vendor CDW01 - CDW GOVERNMENT INC. Total:	**22,439.04**
Vendor: DAV04 - CHARLENE DAVIS					
05212026	110230	06/26/2026	100-116-42302	MILEAGE AND TOLL REIMBURSEMENT WOMEN LEADERSHIP	124.50
				Vendor DAV04 - CHARLENE DAVIS Total:	**124.50**
Vendor: CIT08 - CITY MECHANICAL, INC					
3897	110231	06/26/2026	100-343-42108	HVAC CITY HALL	7,390.67
4101	110231	06/26/2026	100-222-42108	HVAC PUBLIC SAFETY BLDG.	3,023.50
4146	110231	06/26/2026	100-222-42108	HVAC PUBLIC SAFETY BLDG.	1,138.09
4285	110231	06/26/2026	209-557-42108	HVAC TINY TOTS	413.54
4378	110297	07/03/2026	209-554-42108	HVAC MEMORIAL HALL	533.84
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**12,499.64**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2700 - CIVICPLUS, LLC					
376816	110298	07/03/2026	525-118-42510	ON DEMAN VIDEO AGENDA AND MEET 06072026-06062027	18,347.37
				Vendor 2700 - CIVICPLUS, LLC Total:	**18,347.37**
Vendor: COM20 - COMCAST					
0050719-06032026	110232	06/26/2026	100-222-43105	CABLE PD 0602026-07052026	18.24
0210511-06162026	110299	07/03/2026	100-222-43105	CABLE PD	251.01
0419492-06022026	110193	06/19/2026	525-118-43106	INTERNET SWIM CENTER 060726-07062026	239.67
0433782-06192026	110232	06/26/2026	505-119-43105	CABLE FOR PCTV STUDIO 062426-07232026	176.14
273206926	110194	06/19/2026	525-118-43106	INTERNET PD	1,924.73
				Vendor COM20 - COMCAST Total:	**2,609.79**
Vendor: WEL38 - COMPUTERSHARE TRUST COMPANY, N.A.					
2560076	110195	06/19/2026	100-117-48103	INDENTURE TRUSTEE JUNE 2026	2,500.00
				Vendor WEL38 - COMPUTERSHARE TRUST COMPANY, N.A. Total:	**2,500.00**
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
647339	110233	06/26/2026	100-345-44306	2 NEW STRING TRIMMER HEADS AND NEW LINE	194.96
				Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:	**194.96**
Vendor: CON97 - CONTRA COSTA COUNTY ELECTIONS DIVISION					
06022026	110234	06/26/2026	209-20308	SECURITY DEPOSIT REFUND RENTAL 06022026 PSC	45.00
06242026	110301	07/03/2026	209-20308	SECURITY DEPOSIT RENTAL 06242026	45.00
				Vendor CON97 - CONTRA COSTA COUNTY ELECTIONS DIVISION Total:	**90.00**
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
EBWC-FY2025/26	110196	06/19/2026	100-231-42401	EAST BAY WILDFIRE COALITIN MEMBER 070125-063026	3,000.00
				Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:	**3,000.00**
Vendor: 1727 - CONTRA COSTA COUNTY LIBRARY					
PNLQ325-26MTCE	110302	07/03/2026	100-560-42101	FACILITIES MAINTENANCE 01012026-03312026 QUARTER 3	34,355.62
				Vendor 1727 - CONTRA COSTA COUNTY LIBRARY Total:	**34,355.62**
Vendor: CON38 - CONTRA COSTA COUNTY					
2425009	110300	07/03/2026	212-461-42101	NEW LOT FEES 010124-123124 010125-123125	2,460.00
				Vendor CON38 - CONTRA COSTA COUNTY Total:	**2,460.00**
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
32604	110304	07/03/2026	100-221-42107	OIL CHANGE PATROL CAR 804	10,445.55
				Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:	**10,445.55**
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
2077713	110235	06/26/2026	100-111-42201	DAIS AND DOOR PLATE NAOMI KELLY	39.51
				Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:	**39.51**
Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC					
2605050	110236	06/26/2026	106-342-47205	RO2302 SAFETY IMPROVEMENTS	4,553.60
				Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total:	**4,553.60**
Vendor: 3146 - DEBORAH YACOBELLIS					
PIN2601	110197	06/19/2026	212-461-42101	AEC ACCESS SYMBIUM PERMITS	562.50
				Vendor 3146 - DEBORAH YACOBELLIS Total:	**562.50**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3240 - DEGRACIA BUILT LLC					
1050	110198	06/19/2026	209-553-42108	BUILT CABINET TINY TOTS BLDG	3,142.13
				Vendor 3240 - DEGRACIA BUILT LLC Total:	**3,142.13**
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
001538	110199	06/19/2026	100-116-42110	FINGERPRINTS OCTOBER 2025	128.00
008790	110199	06/19/2026	100-116-42110	FINGERPRINTING NOVEMBER 2025	64.00
015187	110199	06/19/2026	100-116-42110	FINGERPRINTING DECEMBER 2025	32.00
021773	110199	06/19/2026	100-116-42110	FINGERPRINTING JANUARY 2026	160.00
028705	110199	06/19/2026	100-116-42110	FINGERPRINTING FEBRUARY 2026	876.00
035596	110199	06/19/2026	100-116-42110	FINGERPRINTING MARCH 2026	931.00
049576	110199	06/19/2026	100-116-42110	FINGERPRINTING MAY 2026	450.00
142617	110199	06/19/2026	100-116-42110	FINGERPRINTING APRIL 2026	317.00
				Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:	**2,958.00**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
87125279	110237	06/26/2026	100-10601	GASOLINE UNL	2,225.48
87279648	110237	06/26/2026	100-10601	GASOLINE UNL	1,832.26
87294479	110237	06/26/2026	100-10601	GASOILINE UNL	2,106.15
87309620	110237	06/26/2026	100-10601	GASOLINE UNL	2,963.75
87324317	110237	06/26/2026	100-10601	GASOLINE UNL	3,074.30
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**12,201.94**
Vendor: 1808 - DOG WASTE DEPOT					
820737	110238	06/26/2026	100-345-44306	DOG WASTE ROLL BAG	846.63
				Vendor 1808 - DOG WASTE DEPOT Total:	**846.63**
Vendor: 2480 - DTS LANGUAGE SERVICES, INC.					
I-0021155	110305	07/03/2026	100-465-42101	TELEPHONE INTERPRETING MAY 2026	80.20
				Vendor 2480 - DTS LANGUAGE SERVICES, INC. Total:	**80.20**
Vendor: 2682 - EAN SERVICES, LLC					
90182746825	110200	06/19/2026	100-221-42514	RENTAL CAR ROGERS PD	104.75
90182945048	110239	06/26/2026	100-221-42514	RENTAL CAR	64.48
				Vendor 2682 - EAN SERVICES, LLC Total:	**169.23**
Vendor: EBM01 - EBMUD					
232841-05272026	110240	06/26/2026	107-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	3,039.82
435748-06162026	110240	06/26/2026	209-553-43102	2454 SIMAS AVE-TINY TOTS	35.47
435748-06162026	110240	06/26/2026	209-557-43102	2454 SIMAS AVE-TINY TOTS	1,146.99
532364-06162026	110240	06/26/2026	107-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	806.08
532606-06162026	110240	06/26/2026	107-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	69.48
534462-06162026	110240	06/26/2026	107-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	53.70
554181-06162026	110240	06/26/2026	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	172.98
554182-06162026	110240	06/26/2026	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	340.84
556324-05272026	110240	06/26/2026	107-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	1,727.74
				Vendor EBM01 - EBMUD Total:	**7,393.10**
Vendor: 2768 - EDWARD WARREN					
0422/0505-050726	110201	06/19/2026	100-221-42303	MEAL REIMBURSEMENT CEVOC AND MGR TRAINING	266.00
				Vendor 2768 - EDWARD WARREN Total:	**266.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3173 - EMPLOYMENT RISK MANAGEMENT AUTHORITY (ERMA)					
MPA-00151-3Q26	110307	07/03/2026	100-116-42102	3Q26 DOLLAR ONE BILLING YR 2025 2026	13,405.30
				Vendor 3173 - EMPLOYMENT RISK MANAGEMENT AUTHORITY (ERMA) Total:	**13,405.30**
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002853966	110308	07/03/2026	500-641-44306	KIT CCS120/120D WPCP	1,451.21
				Vendor 1655 - ENDRESS + HAUSER, INC. Total:	**1,451.21**
Vendor: 3234 - ENERGY RESOURCES INTEGRATION, LLC.					
INV/2026/00096	110309	07/03/2026	212-461-42514	MUNICIPAL BUILDING DECARBONIZATION MAY 2026	8,640.50
				Vendor 3234 - ENERGY RESOURCES INTEGRATION, LLC. Total:	**8,640.50**
Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.					
3629	110310	07/03/2026	106-466-42101	PROFESSIONAL SERVICES MAY 2026	794.50
				Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total:	**794.50**
Vendor: 3069 - ERSIC, LLC.					
1030	110241	06/26/2026	100-221-42101	BGI POLICE LAT C BGI POLICE TRN C	4,140.00
				Vendor 3069 - ERSIC, LLC. Total:	**4,140.00**
Vendor: 2853 - EVERON, LLC					
161093380	110242	06/26/2026	209-552-42108	ALARM MONITORING PSC 070226-080126	166.16
				Vendor 2853 - EVERON, LLC Total:	**166.16**
Vendor: 2948 - FEDERAL REALTY OP LP					
1186042	110243	06/26/2026	201-343-42513	PINOEL VISTA CROSSING RENTAL SPACES JUNE 2026	100.00
				Vendor 2948 - FEDERAL REALTY OP LP Total:	**100.00**
Vendor: 3183 - GEOSYNTEC CONSULTANTS, INC.					
IC7721	110311	07/03/2026	106-344-47206	TRASH LOAD REDUCTION COMPLIANCE SUPPORT	2,151.00
IC7726	110311	07/03/2026	106-344-47206	TRASH LOAD REDUCTION COMPLIANCE SUPPORT	4,402.50
				Vendor 3183 - GEOSYNTEC CONSULTANTS, INC. Total:	**6,553.50**
Vendor: GLO08 - GLOBALSTAR					
000000113244158	110244	06/26/2026	525-118-43101	DATA SEARCH SOFTWARE	135.85
				Vendor GLO08 - GLOBALSTAR Total:	**135.85**
Vendor: GRA03 - GRAINGER					
9956003918	110245	06/26/2026	100-343-44306	SPRING RETURN HOSE REEL	739.46
				Vendor GRA03 - GRAINGER Total:	**739.46**
Vendor: 1112 - GRAY-BOWEN-SCOTT					
23066	110246	06/26/2026	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	7,380.25
23160	110312	07/03/2026	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	5,424.50
				Vendor 1112 - GRAY-BOWEN-SCOTT Total:	**12,804.75**
Vendor: HAC01 - HACH COMPANY					
15014325	110202	06/19/2026	500-641-44306	PAO STD SOLN WPCP	208.82
15027344	110202	06/19/2026	500-641-44306	PHD RYTON PH WIDE RANGE WPCP	1,533.59
15044887	110247	06/26/2026	500-641-44305	PAO STD SOLN CHLORINE WPCP	308.83
				Vendor HAC01 - HACH COMPANY Total:	**2,051.24**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN064277	110203	06/19/2026	100-115-42101	SA;ES TAX Q4/2025 APRIL-JUNE 2026	1,581.21
SIN064437	110203	06/19/2026	106-115-42101	TRANSACTION S TAX APRIL - JUNE 2026	300.00

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
SIN064588	110203	06/19/2026	107-115-42101	TRANSACTIONS TAX Q4/2025 APRIL-JUNE 2026	900.00
			Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:		2,781.21
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
MAY 2026	110248	06/26/2026	100-343-42514	CITYWIDE PURCHASES	153.48
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	96.83
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	109.21
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	87.26
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	25.50
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	92.87
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	49.39
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	139.71
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	30.55
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	181.85
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	40.86
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	27.28
MAY 2026	110248	06/26/2026	100-343-44306	CITYWIDE PURCHASES	10.90
MAY 2026	110248	06/26/2026	100-345-44306	CITYWIDE PURCHASES	238.17
MAY 2026	110248	06/26/2026	200-342-47205	CITYWIDE PURCHASES	103.79
MAY 2026	110248	06/26/2026	209-551-42515	CITYWIDE PURCHASES	803.35
MAY 2026	110248	06/26/2026	209-552-42108	CITYWIDE PURCHASES	102.91
MAY 2026	110248	06/26/2026	209-552-44306	CITYWIDE PURCHASES	20.25
MAY 2026	110248	06/26/2026	500-641-44306	CITYWIDE PURCHASES	55.97
MAY 2026	110248	06/26/2026	500-641-44306	CITYWIDE PURCHASES	797.99
MAY 2026	110248	06/26/2026	500-641-44306	CITYWIDE PURCHASES	67.19
MAY 2026	110248	06/26/2026	500-641-44306	CITYWIDE PURCHASES	35.97
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	107.53
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	117.23
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	161.25
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	272.03
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	75.25
MAY 2026	110248	06/26/2026	500-642-42514	CITYWIDE PURCHASES	7.08
			Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:		4,011.65
Vendor: HOR05 - HORIZON					
1R362383	110249	06/26/2026	100-345-44306	NEW BATTERY POWER CONTROLERS FOR IRRIGATION	290.44
1R363388	110313	07/03/2026	100-345-44306	RAIN BIRD SUPPLIES FOR REPAIRS CY	778.70
				Vendor HOR05 - HORIZON Total:	1,069.14
Vendor: IED02 - IEDA, INC.					
25322	110204	06/19/2026	100-116-42101	LABOR RELATIONS FEES JUNE 2026	2,740.42
				Vendor IED02 - IEDA, INC. Total:	2,740.42
Vendor: IMA01 - IMAGE SALES, INC.					
0080265-IN	110250	06/26/2026	100-221-42201	ID CARD AND BADGES PD	76.28
0080318-IN	110314	07/03/2026	100-221-42201	ID CARDS PD	34.91
				Vendor IMA01 - IMAGE SALES, INC. Total:	111.19
Vendor: 3239 - INSTRUMENT TECHNOLOGY CORPORATION					
26687	110205	06/19/2026	500-642-42108	CAM RECEIVER	14,817.60
			Vendor 3239 - INSTRUMENT TECHNOLOGY CORPORATION Total:		14,817.60
Vendor: 3244 - ISAIAH JOHN BUNAG					
06072026	110206	06/19/2026	209-20309	FULL SECURITY DEPOSIT PYC 06072026	200.00
				Vendor 3244 - ISAIAH JOHN BUNAG Total:	200.00
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
179507	110251	06/26/2026	209-344-42107	REPLACED TIRES	1,868.44
179848	110251	06/26/2026	100-345-42107	REPLACE TIRES	292.07
			Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:		2,160.51

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
35023	110315	07/03/2026	209-554-42108	JANITORIAL SERVICES JULY 2026 PYC	497.63
35024	110315	07/03/2026	209-552-42108	JANITORIAL SERVICES JULY 2026 PSC	460.48
35025	110315	07/03/2026	209-552-42108	JANITORIAL SERVICES KITCHEN PSC	442.56
35026	110315	07/03/2026	209-553-42108	JANITORIAL SERVICES JULY 2026 TINY TOTS	531.51
				Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:	**1,932.18**
Vendor: 3248 - JEFF URBANO					
06232026	110252	06/26/2026	209-20307	SECURITY DEPOSIT REFUND RENTAL BBQ AREA	100.00
				Vendor 3248 - JEFF URBANO Total:	**100.00**
Vendor: 2977 - JOSE A. VARGAS					
07112026 PSC	110316	07/03/2026	209-552-38112	SECURITY SERVIES 7/11/2026 PSC	810.00
07112026 PYC	110316	07/03/2026	209-554-38112	SECURITY SERVICES 07/11/26 PYC	450.00
				Vendor 2977 - JOSE A. VARGAS Total:	**1,260.00**
Vendor: ROG06 - JUSTIN ROGERS					
0608-06112026	110253	06/26/2026	100-221-42303	MEAL REIMBURSEMENT POST MANAGEMENT COURSE	288.00
				Vendor ROG06 - JUSTIN ROGERS Total:	**288.00**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000035068	110254	06/26/2026	500-641-44302	SLUDGE REMOVAL WPCP	5,507.01
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**5,507.01**
Vendor: KNO03 - KNORR SYSTEMS,INC.					
312578	110317	07/03/2026	209-557-42108	MINI BULK SODIUM HYPOCHLOORITE AND ACID	2,861.46
				Vendor KNO03 - KNORR SYSTEMS,INC. Total:	**2,861.46**
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
13728	110318	07/03/2026	500-641-44303	ZETAG BAGS WPCP	20,477.06
				Vendor KUB00 - KUBWATER RESOURCES, INC. Total:	**20,477.06**
Vendor: BRE09 - KYLE BRECKENRIDGE					
0602-06052026	110255	06/26/2026	100-221-42302	MEALS AND MILEAGE PARKING BAG FEE REIMBURSEMENT	252.52
0602-06052026	110255	06/26/2026	100-221-42303	MEALS AND MILEAGE PARKING BAG FEE REIMBURSEMENT	279.00
				Vendor BRE09 - KYLE BRECKENRIDGE Total:	**531.52**
Vendor: 3245 - LAQUITA MADISON					
06062026	110207	06/19/2026	209-20308	FULL SECURITY DEPOSIT REFUND PSC 06062026	563.00
				Vendor 3245 - LAQUITA MADISON Total:	**563.00**
Vendor: MAN01 - MANNA FOODS, INC.					
1063854	110319	07/03/2026	209-552-43804	PORK CHOPS FOOD PROGRAM PSC	231.58
1063855	110319	07/03/2026	209-552-43804	MEAT FOOD PROGRAM PSC	397.50
				Vendor MAN01 - MANNA FOODS, INC. Total:	**629.08**
Vendor: 2427 - MARK GRAHAM					
26-33	110320	07/03/2026	100-221-42101	POLYGRAPH EXAMINATIONS PD	700.00
				Vendor 2427 - MARK GRAHAM Total:	**700.00**
Vendor: 2430 - MB CONTRACT FURNITURE, INC.					
CPIN36818	110208	06/19/2026	106-343-47201	WORKSTATIONS AND CUBICLES 1ST AND 2ND FLOOR	70,963.37
				Vendor 2430 - MB CONTRACT FURNITURE, INC. Total:	**70,963.37**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
66291837	110256	06/26/2026	500-641-44306	HIGH CAPACITY NARRO WEDGE COGGED VBEL...	297.46
				Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:	**297.46**
Vendor: 2935 - METRO MOBILE COMMUNICATIONS					
51125	110321	07/03/2026	204-227-44410	PVP MOTOR KIT HELMET	3,295.87
				Vendor 2935 - METRO MOBILE COMMUNICATIONS Total:	**3,295.87**
Vendor: 2882 - MURGREEN ENVIRONMENTAL COMPANY					
INV-183778	110322	07/03/2026	500-642-42108	GRINDER PUMP LABOR REPAIRS	2,610.59
				Vendor 2882 - MURGREEN ENVIRONMENTAL COMPANY Total:	**2,610.59**
Vendor: 2517 - OLIVERO PLUMBING COMPANY					
53289	110323	07/03/2026	209-552-42108	INSTALL CONTAINMENT ROOM IN KITCHEN PSC	6,500.00
				Vendor 2517 - OLIVERO PLUMBING COMPANY Total:	**6,500.00**
Vendor: 3059 - OMG NATIONAL					
Y1581574	110257	06/26/2026	100-222-42514	AD SPECIALTY PD	2,115.00
				Vendor 3059 - OMG NATIONAL Total:	**2,115.00**
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
MAY 2026	110258	06/26/2026	100-221-42107	CITYWIDE PURCHASES	24.24
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	26.23
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	94.07
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	7.71
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	26.45
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	52.85
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	30.85
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	71.28
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	9.32
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	16.34
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	213.28
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	18.72
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	22.72
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	29.73
MAY 2026	110258	06/26/2026	100-343-44306	CITYWIDE PURCHASES	130.05
				Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:	**773.84**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402367429	110259	06/26/2026	100-343-42108	MAINTENACE SERVIE CH JULY 2026	138.29
100402367457	110259	06/26/2026	100-222-42108	MAINTENANCE SERVICE PUBLIC SAFETY JULY 2026	138.01
SK18011001	110259	06/26/2026	100-343-42108	HYDRAULIC FULL SAFETY LOAD	5,200.00
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**5,476.30**
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
4214678	110260	06/26/2026	100-222-42108	MONTHLY LANDSCAPE SERVICES	157.66
4214678	110260	06/26/2026	100-231-42108	MONTHLY LANDSCAPE SERVICES	422.44
4214678	110260	06/26/2026	100-343-42108	MONTHLY LANDSCAPE SERVICES	225.37
4214678	110260	06/26/2026	107-345-42108	MONTHLY LANDSCAPE SERVICES	7,246.19
4214678	110260	06/26/2026	200-342-42108	MONTHLY LANDSCAPE SERVICES	420.42
4214678	110260	06/26/2026	201-343-42108	MONTHLY LANDSCAPE SERVICES	687.22
4214678	110260	06/26/2026	209-552-42108	MONTHLY LANDSCAPE SERVICES	255.69
4214678	110260	06/26/2026	209-553-42108	MONTHLY LANDSCAPE SERVICES	265.79

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4214678	110260	06/26/2026	209-557-42108	MONTHLY LANDSCAPE SERVICES	265.79
4214678	110260	06/26/2026	310-347-42108	MONTHLY LANDSCAPE SERVICES	77.82
4214678	110260	06/26/2026	310-348-42108	MONTHLY LANDSCAPE SERVICES	81.86
				Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:	**10,106.25**
Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY					
29620511	110209	06/19/2026	500-641-44306	2" TSURUMI sUBMERSIBLE DWATERING PUMP WPCP	1,049.58
				Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:	**1,049.58**
Vendor: PGE01 - PG&E					
0217-06152026	110261	06/26/2026	107-345-43103	TENNENT & PARK ST CLUB HOUSE	20.13
0466-06162026	110261	06/26/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	126.23
0466-06162026	110261	06/26/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	189.34
0498-06102026	110261	06/26/2026	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,421.61
0813-06152026	110261	06/26/2026	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	98.38
0883-06102026	110261	06/26/2026	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,769.77
0883-06102026	110261	06/26/2026	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	353.95
0883-06102026	110261	06/26/2026	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,415.82
0887-06022026	110261	06/26/2026	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	149.72
0923-06152026	110261	06/26/2026	100-110-43103	2131 PEAR ST	142.37
0923-06152026	110261	06/26/2026	100-111-43103	2131 PEAR ST	187.33
0923-06152026	110261	06/26/2026	100-112-43103	2131 PEAR ST	206.06
0923-06152026	110261	06/26/2026	100-115-43103	2131 PEAR ST	513.28
0923-06152026	110261	06/26/2026	100-116-43103	2131 PEAR ST	149.86
0923-06152026	110261	06/26/2026	100-117-43103	2131 PEAR ST	1,667.21
0923-06152026	110261	06/26/2026	100-343-43103	2131 PEAR ST	3,105.88
0923-06152026	110261	06/26/2026	200-342-43103	2131 PEAR ST	543.25
0923-06152026	110261	06/26/2026	212-461-43103	2131 PEAR ST	224.79
0923-06152026	110261	06/26/2026	212-462-43103	2131 PEAR ST	565.73
0923-06152026	110261	06/26/2026	285-464-43103	2131 PEAR ST	187.33
1093-06012026	110261	06/26/2026	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	835.45
1156-06102026	110261	06/26/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	25.07
1156-06102026	110261	06/26/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	37.60
1798-05282026	110261	06/26/2026	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	211.71
1801-06072026	110261	06/26/2026	209-553-43103	2454 SIMAS AVE REC CTR & POOL	25.53
2182-06032026	110261	06/26/2026	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	110.63
2222-05262026	110261	06/26/2026	107-345-43103	STREET AND HIGHWAY LIGHTING	49.39
2222-05262026	110261	06/26/2026	200-342-43103	STREET AND HIGHWAY LIGHTING	17,029.34
2222-05262026	110261	06/26/2026	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
2222-05262026	110261	06/26/2026	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
3537-06152026	110261	06/26/2026	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	35.17

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
3834-06052026	110261	06/26/2026	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	53.42
3850-06152026	110261	06/26/2026	107-345-43103	601 TENNENT AVE CARETAKER'S SHED	83.18
3879-05272026	110261	06/26/2026	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	168.36
3914-06152026	110261	06/26/2026	107-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	459.05
4065-06152026	110261	06/26/2026	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	39.25
4256-05272026	110261	06/26/2026	500-641-43103	11 TENNANT AVE	57,180.96
4368-06152026	110261	06/26/2026	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	210.33
4612-06152026	110261	06/26/2026	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	36.72
5137-06112026	110324	07/03/2026	209-557-43103	2450 SIMAS AVE SWIM CTR	930.09
6043-06102026	110261	06/26/2026	100-231-43103	3790 PINOLE VALLEY RD	23.91
6521-05282026	110261	06/26/2026	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	139.15
6897-05282026	110261	06/26/2026	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	93.24
6969-06152026	110261	06/26/2026	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	107.36
7186-06102026	110261	06/26/2026	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	7.84
7509-06152026	110261	06/26/2026	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	88.14
7547-05272026	110261	06/26/2026	100-222-43103	880 Tennent Ave-Public Safety Facility	4,681.37
7547-05272026	110261	06/26/2026	100-223-43103	880 Tennent Ave-Public Safety Facility	936.27
7547-05272026	110261	06/26/2026	100-231-43103	880 Tennent Ave-Public Safety Facility	3,745.10
8716-06102026	110261	06/26/2026	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,303.29
9929-05262026	110261	06/26/2026	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	114.35
9985-06152026	110261	06/26/2026	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	105.42
				Vendor PGE01 - PG&E Total:	**103,584.73**
Vendor: PINOP - PINOLE CONTRA COSTA ANIMAL SERVICES					
R26-002562	110264	06/26/2026	100-561-42101	4TH QUARTER INSTALLMENT 040126-06302026	56,609.00
				Vendor PINOP - PINOLE CONTRA COSTA ANIMAL SERVICES Total:	**56,609.00**
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
0413-061226	110325	07/03/2026	209-557-42101	REIMBURSEMENT FOR SWIM SEASON ESP 4/13/26-6/12/26	15,883.29
				Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:	**15,883.29**
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
110342	110326	07/03/2026	100-112-42201	BUSINESS CARDS TUCKER AND STONE	161.63
				Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:	**161.63**
Vendor: PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT					
10814	110210	06/19/2026	100-221-42107	REPLACEMENT DRIVERS SIDE SPOTLIGHT	1,073.99
				Vendor PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT Total:	**1,073.99**
Vendor: 3241 - RACHEL MCCREARY					
06112026	110211	06/19/2026	100-111-42301	COMPTIA NETWORK AND TEST RETAKE	259.00
				Vendor 3241 - RACHEL MCCREARY Total:	**259.00**
Vendor: 2783 - READYFRESH					
06F6708041107	110212	06/19/2026	100-222-42201	WATER FOR PD	324.50

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06F6708050237	110212	06/19/2026	100-111-42201	WATER FOR CH	83.93
06F6709787258	110212	06/19/2026	500-641-42201	WATER FOR WPCP	93.38
06F8720332206	110265	06/26/2026	100-343-44306	WATER FOR CORP YARD	126.35
26F6708050237	110327	07/03/2026	100-111-42201	WATER FOR CH	83.93
				Vendor 2783 - READYFRESH Total:	**712.09**
Vendor: REG06 - REGIONAL MONITORING PROG.					
3026171	110328	07/03/2026	500-641-44304	ANNAUL PARTICIPANT FEE RMP 2026 0126-1226	28,426.00
				Vendor REG06 - REGIONAL MONITORING PROG. Total:	**28,426.00**
Vendor: ROS08 - RSG, INC.					
15158	110329	07/03/2026	285-464-42101	COMPLIANCE MONITORING FY25-26	800.00
15614	110329	07/03/2026	285-464-42101	HOUSING CONSULTING FEES FY25-26	137.50
15615	110329	07/03/2026	285-464-42101	HOUSING POLICY AND IN-LIUE FEE STUDY	3,106.25
15616	110329	07/03/2026	100-117-42101	PROPERTY DISPOSTION SERVICES COMMUNITY AND FARIA	68.75
				Vendor ROS08 - RSG, INC. Total:	**4,112.50**
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2827519.001	110266	06/26/2026	100-343-44306	SUPPLIES FOR PLUMBING REPAIRS	131.47
				Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:	**131.47**
Vendor: 1714 - SHERRI D. LEWIS					
CC027PINOLE-FY2025/26	110213	06/19/2026	100-112-42101	PREPARE MINUTES CC MEETING 06022026	1,232.50
CC028PINOLE-FY2025/26	110330	07/03/2026	100-112-42101	PREPARE MINUTE CC MTG 06162026	977.50
CC029PINOLE-FY2025/26	110330	07/03/2026	100-112-42101	PREPARE MINUTES CC MTG 06232026	170.00
PC013PINOLE-FY2025/26	110330	07/03/2026	212-461-42514	PLANNING COMM MINUTES 06082026	680.00
				Vendor 1714 - SHERRI D. LEWIS Total:	**3,060.00**
Vendor: 2657 - SHRED CITY, LLC					
23977061526	110267	06/26/2026	100-112-42101	SHREDDING CH	125.00
23979061526	110267	06/26/2026	100-221-42101	DESTROY SHREDDING PD	200.00
				Vendor 2657 - SHRED CITY, LLC Total:	**325.00**
Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.					
360608005	110268	06/26/2026	100-343-42107	INSTALL FLASHERS HEADACHE RACK BEACON TOMMY GATE	11,173.16
				Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:	**11,173.16**
Vendor: 3170 - SPECTRUM CANINE ISABEL LLC					
000357	110331	07/03/2026	100-221-42514	OPIOID DETECTION DOG	18,000.00
				Vendor 3170 - SPECTRUM CANINE ISABEL LLC Total:	**18,000.00**
Vendor: 3030 - SPEX CERTIPREP, LLC.					
571511	110269	06/26/2026	500-641-44305	RESIDUAL CHLORINE CONCENTRATE LAB WPCP	496.33
				Vendor 3030 - SPEX CERTIPREP, LLC. Total:	**496.33**
Vendor: SQU00 - SQUARE DEAL GARAGE					
56415	110270	06/26/2026	100-343-42107	SMOG CHECK	71.75
56423	110270	06/26/2026	100-343-42107	SMOG CHECK FORD ESCAPE PD	71.75
56428	110270	06/26/2026	100-343-42107	OIL CHANGE	100.76
56438	110270	06/26/2026	100-343-42107	SMOG CHECK #53	161.75
56446	110270	06/26/2026	100-343-42107	OIL CHANGE	94.20
				Vendor SQU00 - SQUARE DEAL GARAGE Total:	**500.21**
Vendor: STA25 - STATE WATER RESOURCES CONTROL BOARD					
D1501036-550-0-06152026	110214	06/19/2026	500-644-48101	FINANCING PAYMENT	726,772.28

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D1501036-550-0-06152026	110214	06/19/2026	500-644-48102	FINANCING PAYMENT	362,411.65
			Vendor STA25 - STATE WATER RESOURCES CONTROL BOARD Total:		**1,089,183.93**
Vendor: 3163 - SWENSON'S MOBILE FLEET REPAIR, INC.					
INV-6428	110271	06/26/2026	100-343-42107	REAPIR CLENA TRUCK	125.00
INV-6437	110271	06/26/2026	100-343-42107	REPAIRS	115.00
INV-6438	110271	06/26/2026	100-343-42107	REPAIRS	125.00
INV-6439	110271	06/26/2026	500-642-42107	REPAIRS	125.00
INV-6440	110271	06/26/2026	500-642-42107	REPAIRS	125.00
			Vendor 3163 - SWENSON'S MOBILE FLEET REPAIR, INC. Total:		**615.00**
Vendor: SYA01 - SYAR INDUSTRIES, LLC.					
6696296	110272	06/26/2026	100-342-42514	POWER PATCH TON	734.39
			Vendor SYA01 - SYAR INDUSTRIES, LLC. Total:		**734.39**
Vendor: 2969 - TERMINIX COMMERCIAL					
472174061	110273	06/26/2026	100-343-42108	PEST CONTROL CH	162.00
472174751	110273	06/26/2026	100-222-42108	PEST CONTRL PUBLIC SAFETY BLDG.	180.00
472423166	110215	06/19/2026	209-552-42108	PEST CONTROL PSC	174.00
472765662	110273	06/26/2026	100-343-42108	PEST CONTROL WPCP	148.00
472812370	110273	06/26/2026	100-231-42108	PEST CONTROL STAT 74	133.00
			Vendor 2969 - TERMINIX COMMERCIAL Total:		**797.00**
Vendor: 3242 - THOMAS LAWSON					
06062026	110216	06/19/2026	209-20309	FULL SECURITY DEPOSIT REFUND PYC 06062026	400.00
			Vendor 3242 - THOMAS LAWSON Total:		**400.00**
Vendor: 2633 - TRB AND ASSOCIATES, INC.					
7260	110332	07/03/2026	212-462-42101	PLAN REVIEWS APRIL 2026	196.46
7314	110332	07/03/2026	212-462-42101	PLAN REVIEW AND BUILDING INSPECTIONS APRIL 2026	1,970.00
7349	110332	07/03/2026	212-462-42101	PLAN REVIEW AND INSPECTION SERVICES MAY 2026	1,752.08
7392	110332	07/03/2026	212-462-42101	PLAN REVIEW BUILING INSPECTIONS MAY 2026	1,490.00
7393	110332	07/03/2026	212-462-42101	TEMPORARY BACKFILL HOUSING	13,575.00
			Vendor 2633 - TRB AND ASSOCIATES, INC. Total:		**18,983.54**
Vendor: 3246 - TRI-TECH FORENSICS, INC.					
01307482	110274	06/26/2026	100-222-42514	GUN AND RIFFLE BOX	679.26
			Vendor 3246 - TRI-TECH FORENSICS, INC. Total:		**679.26**
Vendor: ULI01 - ULINE					
209668165	110333	07/03/2026	500-641-42108	CANTILEVER RACK WPCP	3,955.61
			Vendor ULI01 - ULINE Total:		**3,955.61**
Vendor: 2890 - ULISES DOMINGUEZ					
04242026	110217	06/19/2026	100-221-42302	REIMBURSEMENT MEAL EVOC TRAINING	57.13
04242026	110217	06/19/2026	100-221-42303	REIMBURSEMENT MEAL EVOC TRAINING	23.00
			Vendor 2890 - ULISES DOMINGUEZ Total:		**80.13**
Vendor: USP02 - UNITED STATES POSTAL SVC					
689068677	110275	06/26/2026	209-552-43809	POSTAGE FOR JULY 2026 NEWSLETTER PSC	220.85
			Vendor USP02 - UNITED STATES POSTAL SVC Total:		**220.85**
Vendor: UNI38 - UNIVAR USA INC					
53972859	110334	07/03/2026	500-641-44303	SOD BISULFITE 25%BULK WPCP	7,474.19
			Vendor UNI38 - UNIVAR USA INC Total:		**7,474.19**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
25574	110278	06/26/2026	100-222-42108	JANITORIAL SUPPLIES PD	243.15
25576	110282	06/26/2026	100-343-42108	JANITORIAL SUPPLIES CH	275.87

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
25675	110279	06/26/2026	209-554-42108	JANITORIAL SUPPLIES PYC	40.14
25680	110281	06/26/2026	100-343-44306	JANITORIAL SUPPLIES CY	898.12
546996	110280	06/26/2026	100-343-42108	JANITORIAL SERVICES MAY 2026 CH	1,354.00
546997	110276	06/26/2026	100-222-42108	JANITORIAL SERVICES MAY 2026 PD	2,768.00
546998	110218	06/19/2026	209-557-42108	JANITORIAL SERVICES SWIM CENTER MAY 2026	436.00
547296	110277	06/26/2026	209-557-42108	JANITORIAL SERVICE APRIL AND MAY 2026 SWIM CENTER	3,586.00
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**9,601.28**
Vendor: 2627 - VALLEJO ELECTRIC MOTOR, INC.					
RI-4929	110283	06/26/2026	500-642-42108	SAN PABLO LIFT STATIO...	12,503.38
				Vendor 2627 - VALLEJO ELECTRIC MOTOR, INC. Total:	**12,503.38**
Vendor: VER02 - VERIZON WIRELESS					
6146175308	110335	07/03/2026	525-118-43101	CITYWIDE CELL PHONES	4,811.91
				Vendor VER02 - VERIZON WIRELESS Total:	**4,811.91**
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2067317	110284	06/26/2026	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	5,583.82
				Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:	**5,583.82**
Vendor: 1520 - WEX BANK					
113086750	110219	06/19/2026	100-221-44301	FUEL PURCHASES JUN 2026	228.81
				Vendor 1520 - WEX BANK Total:	**228.81**
Vendor: 3249 - WILD WING COMPANY					
#26-2-1784	110285	06/26/2026	100-343-42108	OWL BARNS FOR FERNANDEZ PARK	2,229.84
				Vendor 3249 - WILD WING COMPANY Total:	**2,229.84**
Vendor: 3008 - ZOOM COMMUNICATIONS, INC.					
INV357931132	110336	07/03/2026	525-118-43101	ZOOM RENEWAL 061226-06112027	3,218.30
				Vendor 3008 - ZOOM COMMUNICATIONS, INC. Total:	**3,218.30**
				Grand Total:	**1,914,186.71**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	244,876.05
106 - MEASURE S-2014	88,748.79
107 - Measure I	14,454.76
160 - EQUIPMENT RESERVE	57,830.61
200 - Gas Tax Fund	19,366.46
201 - Restricted Real Estate Maintenance Fund	1,151.07
204 - Police Grants	3,295.87
209 - Recreation Fund	54,065.56
212 - Building & Planning	32,917.06
285 - Housing Land Held for Resale	4,231.08
310 - Lighting & Landscape Districts	839.68
325 - City Street Improvements	12,804.75
500 - Sewer Enterprise Fund	1,292,140.21
505 - Cable Access TV	34,550.64
525 - Information Systems	52,914.12
Grand Total:	**1,914,186.71**

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	12,201.94
100-110-43103	Utilities/Electricity & Po...	142.37
100-111-42201	Office Expense	207.37
100-111-42301	Travel & Training/Conf-R...	259.00
100-111-43103	Utilities/Electricity & Po...	187.33
100-112-42101	Prof Svcs/Professional Se..	2,505.00
100-112-42201	Office Expense	161.63
100-112-42514	Admin Exp/Special Depa...	758.35
100-112-43103	Utilities/Electricity & Po...	206.06
100-115-42101	Prof Svcs/Professional Se..	1,581.21
100-115-43103	Utilities/Electricity & Po...	513.28
100-116-42101	Prof Svcs/Professional Se..	3,513.42
100-116-42102	Prof Svcs/Attorney Servi...	13,405.30
100-116-42110	Prof Svcs/Fingerprinting	2,958.00
100-116-42302	Travel & Training/Milea...	124.50
100-116-43103	Utilities/Electricity & Po...	149.86
100-117-42101	Prof Svcs/Professional Se..	68.75
100-117-43103	Utilities/Electricity & Po...	1,667.21
100-117-48103	Cost of Issuance	2,500.00
100-221-42101	Prof Svcs/Professional Se..	5,040.00
100-221-42107	Prof Svcs/Equipment Ma...	11,543.78
100-221-42201	Office Expense	111.19
100-221-42302	Travel & Training/Milea...	978.80
100-221-42303	Travel & Training/Meal A..	1,158.00
100-221-42514	Admin Exp/Special Depa...	18,649.23
100-221-44301	Other Materials Supp/F...	228.81
100-222-42108	Prof Svcs/Building-Struc...	7,648.41
100-222-42201	Office Expense	817.31
100-222-42514	Admin Exp/Special Depa...	3,819.79
100-222-43103	Utilities/Electricity & Po...	6,451.14
100-222-43105	Utilities/Cable	269.25
100-223-43103	Utilities/Electricity & Po...	1,290.22
100-231-42108	Prof Svcs/Building-Struc...	555.44
100-231-42401	Dues & Pub/Membershi...	3,000.00
100-231-43102	Utilities/Water	513.82
100-231-43103	Utilities/Electricity & Po...	6,659.86
100-342-42514	Admin Exp/Special Depa...	734.39
100-343-42107	Prof Svcs/Equipment Ma...	13,394.78

Account Summary

Account Number	Account Name	Payment Amount
100-343-42108	Prof Svcs/Building-Struc...	17,499.04
100-343-42514	Admin Exp/Special Depa...	153.48
100-343-43103	Utilities/Electricity & Po...	3,188.14
100-343-44306	Other Materials Supp/M...	3,575.32
100-345-42107	Prof Svcs/Equipment Ma...	292.07
100-345-44306	Other Materials Supp/M...	2,348.90
100-465-42101	Prof Svcs/Professional Se..	80.20
100-465-44301	Other Materials Supp/F...	799.48
100-560-42101	Prof Svcs/Professional Se..	34,355.62
100-561-42101	Prof Svcs/Professional Se..	56,609.00
106-115-42101	Prof Svcs/Professional Se..	300.00
106-342-47205	Improvements/Streets	4,553.60
106-343-47201	Improvements/Building	70,963.37
106-344-42101	Prof Svcs/Professional Se..	5,583.82
106-344-47206	Improvements/Storm Dr...	6,553.50
106-466-42101	Prof Svcs/Professional Se..	794.50
107-115-42101	Prof Svcs/Professional Se..	900.00
107-345-42108	Prof Svcs/Building-Struc...	7,246.19
107-345-43102	Utilities/Water	5,696.82
107-345-43103	Utilities/Electricity & Po...	611.75
160-222-47104	FF&E/Vehicles	57,830.61
200-342-42108	Prof Svcs/Building-Struc...	420.42
200-342-43103	Utilities/Electricity & Po...	18,842.25
200-342-47205	Improvements/Streets	103.79
201-343-42108	Prof Svcs/Building-Struc...	687.22
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Po...	363.85
204-227-44410	Safety Clothing	3,295.87
209-20307	Deposits Payable/Recrea...	100.00
209-20308	Deposits Payable/Recrea...	1,286.75
209-20309	Deposits Payable/Recrea...	600.00
209-344-42107	Prof Svcs/Equipment Ma...	1,868.44
209-551-42515	Admin Exp/Special Events	803.35
209-552-38112	Rental Income/Facility R...	1,021.75
209-552-42108	Prof Svcs/Building-Struc...	10,049.64
209-552-42515	Admin Exp/Special Events	1,479.60
209-552-43804	Program Cost/Food Prog...	4,838.89
209-552-43809	Program Cost/Newsletter	220.85
209-552-43813	Program Cost/Members...	579.54
209-552-44306	Other Materials Supp/M...	20.25
209-553-42108	Prof Svcs/Building-Struc...	3,939.43
209-553-43102	Utilities/Water	35.47
209-553-43103	Utilities/Electricity & Po...	25.53
209-554-38112	Rental Income/Facility R...	450.00
209-554-42108	Prof Svcs/Building-Struc...	1,071.61
209-554-43103	Utilities/Electricity & Po...	151.30
209-557-42101	Prof Svcs/Professional Se..	15,883.29
209-557-42108	Prof Svcs/Building-Struc...	7,562.79
209-557-43102	Utilities/Water	1,146.99
209-557-43103	Utilities/Electricity & Po...	930.09
212-461-42101	Prof Svcs/Professional Se..	3,342.50
212-461-42514	Admin Exp/Special Depa...	9,320.50
212-461-43103	Utilities/Electricity & Po...	224.79
212-462-42101	Prof Svcs/Professional Se..	19,463.54
212-462-43103	Utilities/Electricity & Po...	565.73
285-464-42101	Prof Svcs/Professional Se..	4,043.75
285-464-43103	Utilities/Electricity & Po...	187.33
310-347-42108	Prof Svcs/Building-Struc...	77.82

Account Summary

Account Number	Account Name	Payment Amount
310-347-43103	Utilities/Electricity & Po...	280.00
310-348-42108	Prof Svcs/Building-Struc...	81.86
310-348-43103	Utilities/Electricity & Po...	400.00
325-342-47205	Improvements/Streets	12,804.75
500-641-42108	Prof Svcs/Building-Struc...	3,955.61
500-641-42109	Prof Svcs/Compliance In...	186.91
500-641-42201	Office Expense	93.38
500-641-43103	Utilities/Electricity & Po...	59,484.25
500-641-44302	Other Materials Supp/Sl...	5,507.01
500-641-44303	Other Materials Supp/C...	27,951.25
500-641-44304	Other Materials Supp/Pe...	28,426.00
500-641-44305	Other Materials Supp/La...	805.16
500-641-44306	Other Materials Supp/M...	5,497.78
500-641-47101	FF&E/Equipment	39,139.65
500-642-42107	Prof Svcs/Equipment Ma...	250.00
500-642-42108	Prof Svcs/Building-Struc...	29,931.57
500-642-42514	Admin Exp/Special Depa...	892.26
500-642-43103	Utilities/Electricity & Po...	835.45
500-644-48101	Debt Principal	726,772.28
500-644-48102	Debt Interest	362,411.65
505-119-43103	Utilities/Electricity & Po...	226.94
505-119-43105	Utilities/Cable	176.14
505-119-47101	FF&E/Equipment	33,771.90
505-119-47105	FF&E/Equipment (not-c...	375.66
525-118-42510	Admin Exp/Software Pur...	22,084.73
525-118-43101	Utilities/Telephone	10,150.22
525-118-43106	Utilities/Internet	2,164.40
525-118-47106	FF&E/Computer Equipm...	18,514.77
	Grand Total:	**1,914,186.71**

Project Account Summary

Project Account Key		Payment Amount
None		1,788,708.83
10022142514ET2301		18,000.00
10634247205RO2302		4,553.60
10634347201FA1703		70,963.37
10634447206SW2501		6,553.50
20034247205RO2301		103.79
20422744410GR2503		3,295.87
21246142101GR2505		562.50
21246142514GR2501		8,640.50
32534247205RO1710		12,804.75
	Grand Total:	**1,914,186.71**

APPROVED BY: [signature]

DATE: 7/1/2026

CITY COUNCIL REPORT

9.C.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
Charlene Davis, Human Resources Analyst, 510-724-9006, cdavis@pinole.gov

SUBJECT: ADOPT A RESOLUTION TO APPROVE MASTER SALARY SCHEDULE UPDATES

RECOMMENDATION

It is recommended that the City Council adopt a resolution (Attachment A) to amend the Master Salary Schedule.

BACKGROUND

The California Public Employees' Retirement System (CalPERS), pursuant to their interpretation of Title 2 California Code of Regulations Section 570.5, recommends that all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all the following requirements:
• Has been duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meetings laws;
• Identifies the position title for every employee position;
• Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
• Indicates the time base, including, but not limited to, whether the time base is hourly, daily, biweekly, monthly, bi-monthly, or annually;
• It is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
• Indicates an effective date and date of any revisions;
• Is retained by the employer and available for public inspection for not less than five years; and
• Does not reference another document in lieu of disclosing the pay rate.

To comply with CalPERS' recommendation, the City's Master Salary Schedule is submitted to the City Council for approval in turn each time any single MOU or Salary Plan change is brought to the City Council for approval.

REVIEW AND ANALYSIS

The updated Master Salary Schedule (Exhibit A) includes the following previously approved wage updates:

- 2026 Minimum Wage Update, Resolution 2025-94
- IS Technician Retitle, Personnel Rule 3.3
- Interim City Manager, Resolution 2026-13
- Capital Improvement Program Manager Retitle and Updates, Personnel Rule 3.3
- Pinole Police Employees' Association Memorandum of Understanding, Cost of Living Adjustment, Resolution 2026-33

FISCAL IMPACT

There is no direct fiscal impact as a result of the City Council receiving this report.

ATTACHMENTS

A. ATTACHMENT A: Master Salary Schedule Amendment Resolution
B. EXHIBIT A: Master Salary Schedule Adopted (Reso 2026-XX) 07072026

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE ADOPTION OF THE AMENDED MASTER SALARY SCHEDULE TO INCLUDE SALARY PLAN ADJUSTMENTS FOR PREVIOUSLY APPROVED SALARY RANGE AMENDMENTS

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with Title 2 California Code of Regulations Section 570.5, and meeting all the following requirements thereof:

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

WHEREAS, the City now desires to amend the current Master Salary Schedule to include salary plan adjustments for previously approved salary range amendments; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the amendment of the Master Salary Schedule, attached hereto as Exhibit A, and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of July 2026 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 7th day of July 2026.

____
Heather Spears, CMC
City Clerk

Master Salary Schedule Adopted (Reso 2026-XX)

EXHIBIT A

ELECTED OFFICIALS

City Treasurer	3,000 ANNUALLY as of 07/01/2016
Councilmembers Elected prior to 12/2024	6,750 ANNUALLY as of 01/2017
Councilmembers Elected on or after 12/2024	11,400 ANNUALLY as of 12/2024

Individual Employment Agreements, eff. 07/14/2025	Minimum Annual	Minimum Hourly	Maximum Annual	Maximum Hourly
Interim City Manager, eff. 03/09/2026			$272,950.12	$ 131.2260
City Manager, eff. 07/01/2026			$305,000.00	$ 146.6346
City Clerk			$190,960.75	$ 91.8081

Executive, Management, Confidential, eff. 07/14/2025	Minimum Annual	Minimum Hourly	Maximum Annual	Maximum Hourly
Assistant City Manager	$ 230,165.48	$ 110.6565	$ 279,881.23	$ 134.5583
Police Chief	$ 230,165.48	$ 110.6565	$ 279,881.23	$ 134.5583
Development Services Director/City Engineer	$ 219,205.16	$ 105.3871	$ 266,553.48	$ 128.1507
Community Development Director	$ 199,278.43	$ 95.8069	$ 242,322.57	$ 116.5012
Finance Director	$ 199,278.43	$ 95.8069	$ 242,322.57	$ 116.5012
Fire Chief	$ 199,278.43	$ 95.8069	$ 242,322.57	$ 116.5012
Human Resources Director	$ 199,278.43	$ 95.8069	$ 242,322.57	$ 116.5012
Public Works Director	$ 199,278.43	$ 95.8069	$ 242,322.57	$ 116.5012
Police Commander	$ 189,685.58	$ 91.1950	$ 230,657.66	$ 110.8931
Communications Director, eff. 03/04/2025	$ 181,064.43	$ 87.0502	$ 220,174.35	$ 105.8531
Community Services Director	$ 181,064.43	$ 87.0502	$ 220,174.35	$ 105.8531
Building Official	$ 172,441.43	$ 82.9045	$ 209,688.78	$ 100.8119
Fire Battalion Chief (contract for services, eff. 03/01/2023)	$ 172,441.43	$ 82.9045	$ 209,688.78	$ 100.8119
Planning Manager	$ 172,441.43	$ 82.9045	$ 209,688.78	$ 100.8119
Police Lieutenant	$ 172,441.43	$ 82.9045	$ 209,688.78	$ 100.8119
Wastewater Treatment Plant Manager	$ 172,441.43	$ 82.9045	$ 209,688.78	$ 100.8119
Capital Improvement Program Manager, eff. 10/23/25	$ 142,513.27	$ 68.5160	$ 173,296.14	$ 83.3155
Information Technology Manager, eff. 03/04/2025	$ 142,513.27	$ 68.5160	$ 173,296.14	$ 83.3155
Public Works Manager	$ 142,513.27	$ 68.5160	$ 173,296.14	$ 83.3155
Recreation Manager	$ 126,678.82	$ 60.9033	$ 154,041.44	$ 74.0584
Assistant to the City Manager	$ 126,678.82	$ 60.9033	$ 154,041.44	$ 74.0584
Senior Accountant, eff. 03/18/2025	$ 111,712.66	$ 53.7080	$ 135,842.60	$ 65.3089
Accountant, eff. 03/18/2025	$ 101,556.83	$ 48.8254	$ 123,493.11	$ 59.3717
Human Resources Analyst	$ 100,455.01	$ 48.2957	$ 122,153.29	$ 58.7275
Deputy City Clerk	$ 96,809.33	$ 46.5429	$ 117,720.15	$ 56.5962
Human Resources Specialist	$ 91,322.80	$ 43.9052	$ 111,048.52	$ 53.3887
Accounting Specialist, eff. 03/18/2025	$ 86,742.99	$ 41.7034	$ 105,479.48	$ 50.7113
Human Resources Technician	$ 83,020.73	$ 39.9138	$ 100,953.20	$ 48.5352
Accounting Technician, eff. 03/18/2025	$ 68,753.69	$ 33.0547	$ 83,604.48	$ 40.1945

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL 1230 @ 07/04/2022; Contract for services, eff. 03/01/2023										
Fire Academy Recruit (EMT-1)*	5,493.53	31.6934								
Fire Academy Recruit (EMT-P)*	6,397.76	36.9102								
Firefighter	7,108.62	29.2938	7,464.06	30.7585	7,837.27	32.2964	8,229.14	33.9113	8,640.61	35.6069
Firefighter/Paramedic	7,819.48	32.2232	8,210.47	33.8343	8,621.00	35.5261	9,052.06	37.3024	9,504.67	39.1676
Fire Engineer	8,160.99	33.6304	8,569.05	35.3120	8,997.51	37.0776	9,447.39	38.9316	9,919.77	40.8782
Fire Captain	9,030.79	37.2148	9,482.34	39.0756	9,956.47	41.0294	10,454.30	43.0809	10,977.02	45.2350
PPEA @ 07/14/2025										
Community Safety Specialist	6,379.16	36.8028	6,698.12	38.6430	7,033.04	40.5752	7,384.69	42.6040	7,753.94	44.7343
Dispatcher	7,254.64	41.8537	7,617.38	43.9464	7,998.25	46.1438	8,398.17	48.4510	8,818.09	50.8736
Lead Dispatcher	7,765.74	44.8024	8,154.04	47.0425	8,561.75	49.3947	8,989.85	51.8645	9,439.35	54.4578
Police Officer	9,195.65	53.0518	9,655.44	55.7045	10,138.22	58.4897	10,645.14	61.4143	11,177.41	64.4851
Police Sergeant	10,771.57	62.1436	11,310.15	65.2509	11,875.67	68.5135	12,469.47	71.9393	13,092.96	75.5363

* Monthly rate is calculated on a 40-hour workweek.

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME Local 512 @ 07/14/2025										
Accountant	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
Accounting Specialist	7,228.57	41.7033	7,590.00	43.7885	7,969.50	45.9779	8,367.98	48.2768	8,786.38	50.6906
Administrative Coordinator	7,984.27	46.0631	8,383.48	48.3663	8,802.66	50.7846	9,242.79	53.3238	9,704.93	55.9900
Assistant Engineer	9,131.94	52.6843	9,588.54	55.3185	10,067.97	58.0844	10,571.37	60.9887	11,099.94	64.0381
Associate Civil Engineer	10,045.09	57.9525	10,547.35	60.8501	11,074.71	63.8926	11,628.45	67.0872	12,209.87	70.4416
Associate Planner	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
Building Inspector I	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Building Inspector II	8,247.87	47.5839	8,660.27	49.9631	9,093.28	52.4612	9,547.94	55.0843	10,025.34	57.8385
Cable Access Coordinator	7,984.27	46.0631	8,383.48	48.3663	8,802.66	50.7846	9,242.79	53.3238	9,704.93	55.9900
Code Enforcement Officer I	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Code Enforcement Officer II	8,247.87	47.5839	8,660.27	49.9631	9,093.28	52.4612	9,547.94	55.0843	10,025.34	57.8385
Environmental Compliance Inspector	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Information Systems Administrator	7,984.29	46.0632	8,383.50	48.3664	8,802.68	50.7847	9,242.81	53.3239	9,704.95	55.9901
Information Systems Specialist	7,646.73	44.1158	8,029.07	46.3216	8,430.52	48.6376	8,852.05	51.0695	9,294.65	53.6230
Junior Engineer	8,301.77	47.8949	8,716.86	50.2896	9,152.71	52.8041	9,610.34	55.4443	10,090.86	58.2165
Laboratory Analyst I	8,640.09	49.8467	9,072.10	52.3390	9,525.70	54.9560	10,001.99	57.7038	10,502.09	60.5890
Laboratory Analyst II	9,525.70	54.9560	10,001.99	57.7038	10,502.09	60.5890	11,027.19	63.6184	11,578.55	66.7993
Laboratory Supervisor	10,826.00	62.4577	11,367.30	65.5806	11,935.67	68.8596	12,532.45	72.3026	13,159.07	75.9177
Management Analyst	8,453.45	48.7699	8,876.12	51.2084	9,319.93	53.7688	9,785.93	56.4573	10,275.22	59.2801
Police Services Supervisor	7,783.02	44.9020	8,172.17	47.1471	8,580.78	49.5045	9,009.82	51.9797	9,460.31	54.5787
PW Maintenance Supervisor	8,717.72	50.2946	9,153.61	52.8093	9,611.29	55.4497	10,091.85	58.2222	10,596.45	61.1333
Public Works Specialist	7,520.60	43.3881	7,896.63	45.5575	8,291.47	47.8354	8,706.04	50.2271	9,141.34	52.7385
Recreation Coordinator*	6,248.83	36.0509	6,561.27	37.8535	6,889.33	39.7461	7,233.80	41.7334	7,595.49	43.8201
Rental Inspector	7,481.09	43.1601	7,855.15	45.3182	8,247.90	47.5841	8,660.30	49.9633	9,093.31	52.4614
Project Manager	7,310.68	42.1770	7,676.21	44.2859	8,060.02	46.5001	8,463.03	48.8251	8,886.18	51.2664
Senior Accountant	9,309.39	53.7080	9,774.86	56.3934	10,263.61	59.2131	10,776.79	62.1738	11,315.63	65.2825
Senior Project Manager	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
WWTP Operations Supervisor	10,826.00	62.4577	11,367.30	65.5806	11,935.67	68.8596	12,532.45	72.3026	13,159.07	75.9177
WPCP Supervisor	8,229.19	47.4761	8,640.65	49.8499	9,072.69	52.3424	9,526.32	54.9595	10,002.64	57.7075

* Monthly rate is calculated on a 40-hour workweek.

Master Salary Schedule Adopted (Reso 2026-XX)

EXHIBIT A

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
AFSCME LOCAL 1 @ 07/14/2025										
Accounting Assistant I	3,553.54	20.5012	3,731.22	21.5263	3,917.78	22.6026	4,113.67	23.7327	4,319.35	24.9193
Accounting Assistant II	3,845.44	22.1852	4,037.71	23.2945	4,239.59	24.4592	4,451.57	25.6821	4,674.15	26.9663
Accounting Technician	5,729.47	33.0546	6,015.94	34.7074	6,316.74	36.4427	6,632.58	38.2649	6,964.21	40.1781
Administrative Assistant	6,364.37	36.7175	6,682.59	38.5534	7,016.72	40.4811	7,367.55	42.5051	7,735.93	44.6304
Cable Access Technician	6,460.97	37.2748	6,784.02	39.1386	7,123.22	41.0955	7,479.38	43.1503	7,853.35	45.3078
Community Service Officer	6,254.26	36.0823	6,566.98	37.8864	6,895.32	39.7807	7,240.09	41.7698	7,602.10	43.8582
Cook*	3,758.20	21.6819	3,946.11	22.7660	4,143.41	23.9043	4,350.58	25.0995	4,568.11	26.3545
Custodian	3,359.30	19.3806	3,527.27	20.3496	3,703.63	21.3671	3,888.81	22.4355	4,083.25	23.5572
Field Maintenance Mechanic	6,124.51	35.3337	6,430.73	37.1004	6,752.27	38.9554	7,089.88	40.9032	7,444.38	42.9483
Fleet Maintenance Mechanic	6,948.53	40.0877	7,295.96	42.0921	7,660.76	44.1967	8,043.80	46.4065	8,445.99	48.7268
Food Services Specialist	5,152.61	29.7266	5,410.24	31.2129	5,680.75	32.7736	5,964.79	34.4123	6,263.03	36.1329
Information Systems Assistant (formerly IS Technician I)	3,619.64	20.8825	3,800.62	21.9267	3,990.65	23.0230	4,190.18	24.1741	4,399.69	25.3828
Information Technology Technician (formerly IS Technician II), eff. 02/16/26	6,579.87	37.9608	6,908.87	39.8588	7,254.31	41.8518	7,617.03	43.9444	7,997.88	46.1416
Laboratory Technician I	6,853.38	39.5387	7,196.04	41.5156	7,555.85	43.5914	7,933.64	45.7710	8,330.32	48.0595
Laboratory Technician II	7,555.84	43.5914	7,933.64	45.7710	8,330.32	48.0595	8,746.83	50.4625	9,184.17	52.9856
Lead Records & Property Specialist	5,917.51	34.1395	6,213.38	35.8464	6,524.05	37.6388	6,850.26	39.5207	7,192.77	41.4967
Office Assistant	5,046.63	29.1152	5,298.96	30.5710	5,563.91	32.0995	5,842.11	33.7045	6,134.21	35.3897
Permit Technician I	5,990.05	34.5580	6,289.55	36.2859	6,604.03	38.1002	6,934.23	40.0052	7,280.94	42.0054
Permit Technician II	6,604.03	38.1002	6,934.23	40.0052	7,280.94	42.0054	7,644.99	44.1057	8,027.24	46.3110
Permit Technician III	7,280.94	42.0054	7,644.98	44.1057	8,027.23	46.3109	8,428.59	48.6265	8,850.02	51.0578
Police Property Specialist	6,569.03	37.8982	6,897.48	39.7932	7,242.35	41.7828	7,604.47	43.8720	7,984.70	46.0656
Police Records Specialist	5,368.15	30.9701	5,636.56	32.5186	5,918.39	34.1445	6,214.31	35.8518	6,525.02	37.6444
PW Maintenance Worker Assistant	4,873.65	28.1172	5,117.34	29.5231	5,373.20	30.9993	5,641.86	32.5492	5,923.96	34.1767
PW Maintenance Worker	5,641.85	32.5491	5,923.94	34.1766	6,220.14	35.8854	6,531.14	37.6797	6,857.70	39.5637
PW Senior Maintenance Worker	6,126.30	35.3440	6,432.61	37.1112	6,754.24	38.9668	7,091.96	40.9151	7,446.55	42.9609
Recreation Activities Specialist*	5,151.88	29.7224	5,409.47	31.2085	5,679.95	32.7689	5,963.94	34.4074	6,262.14	36.1277
Wastewater Operator in Training	6,067.40	35.0043	6,370.77	36.7545	6,689.31	38.5922	7,023.78	40.5218	7,374.97	42.5479
Wastewater Operator	8,410.96	48.5248	8,831.51	50.9510	9,273.08	53.4986	9,736.74	56.1735	10,223.58	58.9822
Wastewater Senior Operator	9,475.04	54.6637	9,948.80	57.3969	10,446.24	60.2667	10,968.55	63.2801	11,516.98	66.4441
Wastewater Maintenance Mechanic	7,093.00	40.9212	7,447.65	42.9672	7,820.03	45.1156	8,211.03	47.3714	8,621.59	49.7399
Wastewater Sr. Maintenance Mechanic	8,377.05	48.3292	8,795.91	50.7456	9,235.70	53.2829	9,697.49	55.9470	10,182.36	58.7444

* Monthly rate is calculated on a 40-hour workweek.

Master Salary Schedule Adopted (Reso 2026-XX)

EXHIBIT A

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
TRAINEE - BENEFITTED @ 07/14/2025										
Police Officer Trainee*	7,602.10	43.8582								
NON-BENEFITTED PART TIME @ 01/01/2026										
Information Systems Technician		16.9000		17.7450		18.6323		19.5639		20.5421
Fire Reserves @ 01/01/2026										
Reserve Fire Captain		16.9000								
Reserve Fire Engineer		16.9000								
Reserve Firefighter		16.9000								
Interns @ 01/01/2026										
Intern		16.9000		17.7450		18.6323		19.5639		20.5421
Police @ 01/01/2026										
Crossing Guard		16.9000								
Community Services Department @ 01/01/2026										
Cable Equipment Operator I		16.9000		17.7450		18.6323		19.5639		20.5421
Cable Equipment Operator II		21.5692		22.6477		23.7800		24.9690		26.2175
Recreation Leader		16.9000		17.7450		18.6323		19.5639		20.5421
Senior Recreation Leader		21.5692		22.6477		23.7800		24.9690		26.2175
Rental Facility Custodian		16.9000		17.7450		18.6323		19.5639		20.5421
Rental Facility Senior Custodian		21.5692		22.6477		23.7800		24.9690		26.2175
Administration - 05/03/17										
Records Management Administrator		60.0000								
CONTRACT-Part Time										
Public Works @ 07/01/05										
Park Caretaker		20.7000								

* Monthly rate is calculated on a 40-hour workweek.

CITY COUNCIL REPORT

9.D.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Justin Rogers, Police Commander, 510-724-8946, jrogers@pinole.gov
Melissa Klawuhn, Acting City Manager/Police Chief, mklawuhn@pinole.gov

SUBJECT: PINOLE POLICE DEPARTMENT PURCHASE OF SAFETY EQUIPMENT FROM THE SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUND AND ONE VEHICLE FROM THE EQUIPMENT RESERVE FUND

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager, or designee, to execute the following purchases for the Pinole Police Department:

1. 28 Safariland AMP-1X Tactical Helmets and 28 Avon C50 First Responder Air Purifying Respirator (APR) Kits from Curtis Blue Line (CBL Dublin) in the amount of $73,494.50 (including estimated tax and shipping); and
2. One (1) 2026 Chevrolet Silverado 1500 SSV 4WD Crew Cab from Winner Chevrolet / Elk Grove Auto Group under California State Contract No. 1-22-23-20D in the amount of $54,363.29 (including tax and fees).

BACKGROUND

The Pinole Police Department requests City Council approval to purchase protective equipment and a patrol vehicle to support the department's operational readiness and officer safety.

The protective equipment consists of 28 Safariland AMP-1X high-cut tactical helmets and 28 Avon C50 First Responder Air Purifying Respirator (APR) kits. Each APR kit includes clear and sunlight outsert assemblies, a CBRN canister, a riot agent canister, a universal carrier, and a storage face form. This equipment is essential for equipping officers for critical incident response, including civil unrest and hazardous materials incidents.

The patrol vehicle is a 2026 Chevrolet Silverado 1500, configured as a Special Service Vehicle (SSV) with a 5.3L EcoTec3 V8 engine, 4WD, Crew Cab, and law enforcement-specific features, including the Special Service Package, LED pillar-mounted spotlamps, surveillance-mode interior and exterior lighting, and taillamp flashers. The vehicle will support administrative and community outreach functions. The police department currently does not have a full-size truck.

REVIEW AND ANALYSIS

Tactical Helmets
The Pinole Police Department's current tactical helmets are Level IIIa ballistic helmets purchased before 2017. Ballistic helmets carry a manufacturer-recommended service life of five years, meaning the department's current helmets have exceeded their rated service life by several years. Continued use of expired protective equipment creates significant officer safety and liability concerns, as the structural integrity and ballistic protection of aged helmets cannot be guaranteed.

The replacement helmets — Safariland AMP-1X High-Cut ACH helmets — provide current Level IIIa ballistic protection and include rails, NVG mounting studs, and bungee retention systems. The high-cut design improves compatibility with communication devices and situational awareness. Purchasing 28 helmets will ensure all sworn personnel are equipped with compliant, in-service protective headgear.

Air Purifying Respirators (APRs)
The Pinole Police Department currently has no APRs in its inventory, leaving officers without respiratory protection during patrol activities or critical incidents. The Avon C50 First Responder APR Kit provides officers with protection against chemical, biological, radiological, and nuclear (CBRN) agents, as well as riot control agents commonly encountered during civil unrest.

The need for APRs is in several operational areas. During routine patrol, officers may encounter hazardous materials incidents or environments requiring respiratory protection. Officers need APRs at certain crime scenes to protect themselves from hazardous chemicals, airborne toxins, biohazards, and unknown environmental risks while safely preserving the integrity of the scene. During protests or civil unrest, the ability to deploy in a chemically contaminated environment is essential for officer safety and effective crowd management. Additionally, the department participates in regional mutual aid responses, where APRs are standard required equipment for personnel deployed to CBRN incidents, protest response, or other hazardous environments.

Each Avon C50 kit includes the C50 Air Purifying Respirator (APR), clear and sunlight outsert assemblies, a CBRN canister, a riot agent canister, a universal carrier, and a storage faceform — providing a complete, field-ready solution for each officer. Equipping all 28 sworn personnel closes a critical gap in the department's protective equipment inventory.

Administrative Patrol Vehicle — 2026 Chevrolet Silverado 1500 SSV
The 2026 Chevrolet Silverado 1500, configured as a Special Service Vehicle (SSV), will serve as an administrative and multipurpose vehicle for the Pinole Police Department. The vehicle will be assigned to the Support Commander and will be used for administrative duties, deployment to scenes, and operational support functions.

The truck's utility extends to several departmental functions. It will serve as the primary tow vehicle for the department's DUI Trailer, enabling deployment to sobriety checkpoints and other traffic safety events throughout the City. The vehicle will also be available to the Community Outreach Unit for transporting equipment and materials to and from community events, programs, and outreach activities.

The Silverado SSV is configured with law-enforcement-specific features, including a 5.3L

EcoTec3 V8 engine, 4WD Special Service Package, LED pillar-mounted spot lamps, surveillance-mode lighting, and taillamp flashers, making it suitable for both administrative use and operational deployment as needed. Procurement under California State Contract No. 1-22-23-20D ensures competitive pricing and compliance with the City's procurement policy.

FISCAL IMPACT

Helmets and Air Purifying Respirators — $73,494.50, funded from the Supplemental Law Enforcement Service Fund (206).
2026 Chevrolet Silverado SSV — $54,363.29, funded from the Equipment Reserve Fund (160).
Total Appropriation: $127,857.79

ATTACHMENTS

A. Resolution
B. APRs and Helmet quote
C. Silverado SSV Winner Chevrolet

RESOLUTION NO. 2026-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO APPROVE THE PURCHASE OF SAFETY EQUIPMENT AND AN ADMINISTRATIVE PATROL VEHICLE FOR THE PINOLE POLICE DEPARTMENT FOR A FUNDING AMOUNT NOT TO EXCEED $127,857.79

WHEREAS, the City of Pinole is committed to the safety and operational readiness of the Pinole Police Department; and

WHEREAS, the Pinole Police Department's current tactical helmets were purchased prior to 2017 and have exceeded their manufacturer-recommended five-year service life, and their continued use presents officer safety and liability concerns; and

WHEREAS, the Police Department currently has no air purifying respirators in its inventory, leaving officers without respiratory protection during patrol activities, at crime scenes, when deployed to incidents of civil unrest, chemical, biological, radiological, and nuclear (CBRN) incidents, and during mutual aid deployments; and

WHEREAS, the Police Department has identified a need for 28 Safariland AMP-1X tactical helmets and 28 Avon C50 First Responder air purifying respirator kits to replace expired equipment and close a critical gap in officer protective equipment; and

WHEREAS, the protective equipment is available from Curtis Blue Line (CBL Dublin), a qualified law enforcement equipment supplier, at a total cost not to exceed $73,494.50, inclusive of estimated taxes and shipping, pursuant to Quotation No. 388516 dated May 12, 2026; and

WHEREAS, the purchase of the tactical helmets and air purifying respirator kits will be funded by the Public Safety Fund; and

WHEREAS, the Police Department has identified a need for one (1) 2026 Chevrolet Silverado 1500 Special Service Vehicle (SSV) to serve as an administrative and multi-purpose vehicle assigned to the Support Commander, and to be used for administrative duties, towing the department's DUI trailer, deployment to scenes, and support of Community Outreach Unit activities; and

WHEREAS, the 2026 Chevrolet Silverado 1500 SSV is available from Winner Chevrolet / Elk Grove Auto Group at a total cost not to exceed $54,363.29, inclusive of taxes and fees, pursuant to Quotation No. 22760 dated May 29, 2026, and is procured under California Department of General Services State Contract No. 1-22-23-20D, satisfying the City's competitive procurement requirements; and

WHEREAS, the purchase of the 2026 Chevrolet Silverado 1500 SSV will be funded by the Equipment Reserve Fund; and

WHEREAS, the combined total funding amount for these purchases shall not exceed $127,857.79; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the purchase of the tactical helmets and air purifying respirator kits from Curtis Blue Line and the 2026 Chevrolet Silverado 1500 SSV from Winner Chevrolet / Elk Grove Auto Group as identified herein, for a total amount not to exceed

$127,857.79, and authorize the City Manager to approve the Purchase Agreements and associated documents in conformance with the Procurement Policy.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the ___ day of ____________, 2026 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 ___ day of ____________, 2026.

____

Heather Bell-Spears, CMC
City Clerk

Ph: 925-269-4100
dublin@curtisblueline.com

CURTIS BLUE LINE

CBL Dublin
6723 Sierra Court, Suite C
Dublin, CA 94568
www.CurtisBlueLine.com

Quotation

CUSTOMER:
Pinole City Police Department
CA
880 Tennent Avenue
- None -
Pinole CA 94564

SHIP TO:
Pinole City Police Department
CA
Commander Rogers
880 Tennent Avenue
Pinole CA 94564

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
388516	05/12/2026	06/11/2026

SALESPERSON	CUSTOMER SERVICE REP
Brett Viboch bviboch@curtisblueline.com 530-204-1310	Miranda Williams mwilliams@curtisblueline.com 510-268-3379

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
AMP 1X Helmets and C50	Commander Justin Rogers / 510-914-0219	C60635	Net 30	LE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
FTSP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit https://www.curtisblueline.com/product-notices-warnings

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	28	EA	SAFARILAND CUSTOM	As Below: 1365944 AMP-1X, ACH, High-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Black (Must Select UNITY NVG Shroud) *Need to confirm helmet color and cut*		$1,725.00	$48,300.00
2	28	EA	70501-556 AVON	C50 First Responder Kit MED Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform		$625.00	$17,500.00

Ph: 925-269-4100
dublin@curtisblueline.com

CURTIS
BLUE LINE

CBL Dublin
6723 Sierra Court, Suite C
Dublin, CA 94568
www.CurtisBlueLine.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing generally remains firm until 06/11/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	$65,800.00
Estimated Tax Total	$6,744.50
Transportation	$950.00
Total	$73,494.50

View Terms of Sale and Return Policy

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
775-450-9209 Mobile

TO: Justin Rogers
Pinole PD
2131 Pear St.
Pinole, CA 94564

(510) 914-0829

DATE May 29, 2026
Quotation # 22760
FAN # 916876

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description	AMOUNT
Line 27 Silverado	$ 43,903.00
Options (Refer to Window Sticker):	$ 8,405.00
In stock discount	$ (3,500.00)
Vehicle qualifies for a $500 prompt payment discount if paid within 20 days of receiving.	
****** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

	Subtotal	$ 48,808.00
	DOC Fee	$ 85.00
(Order Acknowledgment Signature) **(Date)**	**Taxable Subtotal:**	$ 48,893.00
Tax Rate(Subject to change):	10.250%	$ 5,011.54
CA Tire Fee: $1.75 / Per Tire	**Tire Fee:**	$8.75
	Fuel	
	Delivery Charge:	$450.00
	Total:	**$ 54,363.29**
QTY 1	**Grand Total**	$ 54,363.29

If you have any questions concerning this quotation, contact Jerry Powers at 775-450-9209 or email at JPowers@KnightElkGrove.com

THANK YOU FOR YOUR BUSINESS!

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Prepared By:

Jerry Powers
Winner Chevrolet / Elk Grove Auto Group
916-426-5752
JPowers@LasherAuto.com

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck MSRP:$46,000.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL		MSRP
CK10543	[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck		$46,000.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.	
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.	
5J9	Calibration, Taillamp Flasher, Red/White	Inc.	
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.	
5T5	Seats Front cloth and second row vinyl		$0.00
5W4	Special Service Package		$650.00
5Y1	Seats, Driver and passenger front individual seats		$0.00
6J7	Flasher System	Inc.	
7X2	Spotlamps Left and right-hand pillar mounted, LED		$1,800.00
9R1	Decal delete, Pickup bed		$0.00
A2X	Seat adjuster, driver 10-way power including lumbar		$290.00
AKO	Glass, deep-tinted	Inc.	
AMF	Remote Keyless Entry Package		$75.00
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.	
CGN	Chevytec spray-on bedliner, Black		$545.00

CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
G80	Auto-locking rear differential	Inc.	
GAZ	Summit White		$0.00
GEZ	Ship Thru, Produced in Silao Assembly and shipped to Kerr Industries (Arlington). Returned to Arlington Assembly for shipping to final destination.	Inc.	
GU5	Rear axle, 3.23 ratio	Inc.	
H0U	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
JHD	Hill Descent Control	Inc.	
K47	Air filter, heavy-duty	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.	
NQH	Transfer case, two-speed	Inc.	
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package	Inc.	
PEB	WT Value Package		$960.00
QT5	Tailgate, gate function manual with EZ Lift		$150.00
R3O	Tires, LT275/65R18C blackwall Goodyear Wrangler Territory MT		$695.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		$650.00
UBI	USB ports, rear, dual, charge-only	Inc.	
UTQ	Alarm, Horn Content Theft Deterrent, Disabled		$75.00
VQ2	Fleet Processing Option		$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.	
YF5	Emissions, California state requirements		$0.00
Z71	Z71 Off-Road Package		$920.00
Z82	Trailering Package	Inc.	

___	Option/package discount	($500.00)
	SUBTOTAL	**$53,905.00**
	Adjustments Total	$0.00
	Destination Charge	$2,795.00
	TOTAL PRICE	**$56,700.00**

FUEL ECONOMY

Est City:15 MPG

Est Highway:19 MPG

Est Highway Cruising Range:456.00 mi

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Interior	
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering column lock, electrical
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MI2
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.99	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.64		

Mileage

EPA Fuel Economy Est - Hwy	19 MPG	Cruising Range - City	360.00 mi
EPA Fuel Economy Est - City	15 MPG	Fuel Economy Est-Combined	16 MPG
Cruising Range - Hwy	456.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Powertrain

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9 (2025)	EPA Greenhouse Gas Score	3

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2845 lbs
Curb Weight - Rear	1981 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	955.00 lbs
Reserve Axle Capacity - Rear	1819.00 lbs	As Spec'd Curb Weight	4826.00 lbs
As Spec'd Payload	2274.00 lbs	Maximum Payload Capacity	2274.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4826.00 lbs	Reserve Axle Capacity	2774.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs	Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Fifth Wheel Hitch - Max Trailer Wt.	9000 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2250 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Chassis

Suspension

Suspension Type - Front	Independent coil-over-shock	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	R3O	Rear Tire Order Code	R3O
Spare Tire Order Code	XCQ	Front Tire Size	LT275/65R18C
Rear Tire Size	LT275/65R18C	Spare Tire Size	265/70R17SL
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 x 8.5 in	Rear Wheel Size	18 x 8.5 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13 x 1.18 in

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft^3	Ext'd Cab Cargo Volume	N/A

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CITY COUNCIL REPORT

9.E.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Justin Rogers, Police Commander, 510-724-8946, jrogers@pinole.gov
Melissa Klawuhn, Acting City Manager/Police Chief, mklawuhn@pinole.gov

SUBJECT: ADOPT AN ORDINANCE RENEWING AB481 MILITARY USE EQUIPMENT

RECOMMENDATION

taff recommends the City Council waive the second reading and adopt an ordinance approving ıe renewal of the City's Military Equipment Use Policy as Stated in Chapter 2.60 "Military quipment Policy" of the Pinole City Municipal Code, based upon approval of the Pinole Police epartment's 2025-2026 Annual Military Equipment Report, in compliance with AB 481.

BACKGROUND

alifornia Assembly Bill (AB) 481 (Government Code §7070 *et seq*.) requires the Pinole Police epartment ("Department") to obtain City Council approval of a military equipment use policy by rdinance before purchasing, raising funds for, acquiring or using "military equipment" as efined in Government Code §7070 (c). Under AB 481, the City Council may only approve the olicy if it makes specific findings regarding the equipment including safeguards, cost ffectiveness, reasonableness of use, and fiscal impact.

n May 3, 2022, the City Council approved the Department's Policy (identified as Department olicy 707), finding it met the requirements under AB 481, and introduced and adopted an rdinance adding Chapter 2.60, "Military Equipment Policy," to the Pinole Municipal Code (Ord. 022-02).

nce the Department obtains approval for a military equipment use policy, AB 481 requires the epartment to submit an annual military equipment report to the City Council for each type of ıilitary equipment approved within one year of approval, and annually thereafter for as long as ıe military equipment is available for use. The Department must also make each annual military quipment report publicly available on its internet website for as long as the military equipment is vailable for use. Additionally, the City Council must review the ordinance it has adopted that pproves the funding, acquisition, or use of military equipment at least annually and vote on hether to renew the ordinance at a regular meeting. During the review process, the City ouncil must determine, based on the military equipment report, whether each type of military quipment in the report has complied with the standards for approval set forth in Government ode sections 7071(d)(1) and 7071(e)(2). The City Council most recently approved and eaffirmed the Department's Policy on July 17, 2025 (Ord. 2025-02).

REVIEW AND ANALYSIS

ı compliance with the Government Code, the Department's annual use report and policy were eleased to the community via the Department's website on May 26, 2026, and provided to City ouncil. On June 16, 2026, at a regularly scheduled City Council Meeting, the Department held well-publicized, conveniently located public meeting where the general public could discuss nd ask questions about the annual military equipment report and the law enforcement agency's ınding, acquisition, or use of military equipment. After review and consideration, three ouncilmembers voted affirmatively, and one councilmember voted against approval of the nnual report and introduction by title only of the proposed ordinance approving and renewing hapter 2.60 to the Pinole Municipal Code adopting the Policy in compliance with AB 481.

y this ordinance, the Department seeks City Council 1) approval of its 2025-2026 annual ıilitary equipment report, 2) authority to purchase COLT AR/M4 ammunition and FN 303 MK2 rojectiles to replenish training and duty inventory, and 3) renewal of Pinole Police Department olicy 707, upon a finding that the report complies with the approval standards set forth in iovernment Code sections 7071(d)(1) and 7071(e)(2). If approved on second reading, the rdinance and policy will take effect in thirty (30) days.

FISCAL IMPACT

here is no direct fiscal impact from the adoption of the ordinance.

ATTACHMENTS

A. Ordinance
B. Staff Report dated June 16, 2026

ORDINANCE NO. 2026-XXXX

AN ORDINANCE OF THE CITY OF PINOLE APPROVING AND RE-ADOPTING A MILITARY EQUIPMENT USE POLICY AS STATED IN CHAPTER 2.60 "MILITARY EQUIPMENT POLICY" OF THE PINOLE MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481 (GOVERNMENT CODE SECTION 7070, et. seq.)

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, *et. seq*., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070(c); and

WHEREAS, the policy must be a document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the police department's use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations specified in Government Code section 7071(d); and

WHEREAS, on May 3, 2022, the City Council adopted Ordinance 2022-02 approving and adopting a military equipment use policy identified as Pinole Police Department Policy 707, having received the information required under Assembly Bill 481 regarding the Pinole Police Department's use of military equipment as defined in said law and upon a finding of the specified determinations required under Government Code Section 7071(d); and

WHEREAS, on June 17, 2025, the City Council approved and reaffirmed the Department's Policy (identified as Department Policy 707), finding it met the requirements under AB 481 and introduced and adopted an ordinance adding Chapter 2.60 "Military Equipment Policy" to the Pinole Municipal Code (Ord. 2025-02**)**.

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

WHEREAS, the law enforcement agency shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use; and

WHEREAS, the annual military report shall include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use;

b. A summary of any complaints or concerns received concerning the military equipment;

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;

e. The quantity possessed for each type of military equipment;

f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and

WHEREAS, Government Code section 7071(d) provides the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the following standards for approval:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the Pinole Police Department's annual military equipment report was posted on the department's internet website on May 26, 2026, and within thirty (30) days conducted a well-publicized public meeting concerning the renewal of the military equipment at issue in compliance with Government Code Section 7072 (b); and

WHEREAS, the Pinole Police Department seeks renewal of Policy 707; and

WHEREAS, the City Council of the City of Pinole, having received the information required under Assembly Bill 481 regarding the Pinole Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq*., deems it to be in the best interest of the City to approve and renew the Pinole Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Pinole Police Department Policy 707.

NOW THEREFORE, BE IT RESOLVED, in accordance with Government Code Section 7070 et. seq., and pursuant to the findings stated herein, that the City Council of the City of Pinole hereby finds as follows:

Section 1. <u>Recitals</u>.

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

Section 2. <u>Determinations</u>.

Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

2. The Pinole Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

3. The Pinole Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Pinole Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

5. Prior military equipment use by the Pinole Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

6. The Pinole Police Department's Military Equipment Use Policy, Policy 707, setting forth the City's military equipment use policy is approved and renewed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Effective Date and Duration. This ordinance shall take effect thirty (30) days after its final adoption.

Section 5. Publication. The City Clerk is directed to cause this ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on June 16, 2026, the City Council passed this urgency ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on July 7, 2026.

____

Heather Spears, CMC
City Clerk

5361438.1

CITY COUNCIL REPORT

XXX

DATE: JUNE 16, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMANDER JUSTIN ROGERS

SUBJECT: PUBLIC HEARING; CONDUCT FIRST READING OF ORDINANCE APPROVING RENEWAL OF THE CITY OF PINOLE'S MILITARY EQUIPMENT POLICY AS STATED IN CHAPTER 2.60 OF THE PINOLE MUNICIPAL CODE; AND REVIEW OF 2025-2026 ANNUAL REPORT IN COMPLIANCE WITH AB 481

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, review and approve the 2025-2026 Pinole Police Department Annual Military Equipment Report, and waive full reading and introduce by title only an ordinance approving and re-adopting a Military Equipment Use Policy as Stated in Chapter 2.60 "Military Equipment Policy" of the Pinole City Municipal Code in compliance with AB 481.

BACKGROUND

On September 30, 2021, Governor Newsom signed into law Assembly Bill (AB) 481, which went into effect on January 1, 2022, and added California Government Code Sections 7070 through 7075 relating to the funding, acquisition, and use of military equipment by local law enforcement agencies. The bill required law enforcement agencies seeking to fund or acquire new military equipment or continue use of any military equipment acquired prior to January 1, 2022, to draft a military equipment use policy and obtain approval from its governing body via adoption of an ordinance no later than May 1, 2022. On May 3, 2022, the City Council approved the Department's Policy (identified as Department Policy 707), finding it meets the requirements under AB 481, and introduced and adopted an ordinance adding Chapter 2.60 "Military Equipment Policy" to the Pinole Municipal Code (Ord. 2022-02).

AB 481 (Government Code §7072) requires that the Department submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use. Additionally, the City Council must review the ordinance that it has adopted, approving the funding, acquisition, or use of military equipment, at least annually, and vote on whether to renew the ordinance at a regular meeting. During the review process, the City Council must determine, based on the military equipment report, whether each type of military equipment in the report has complied with the standards for approval set forth in Government Code sections

7071(d)(1) and 7071(e)(2). If it determines a type of equipment identified in the report has not complied with the standards for approval, the City Council must either disapprove of the renewal of the ordinance or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

AB 481 further requires the governing body, at least annually, to review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment and vote on whether to renew the ordinance. The annual report shall include a summary of each type of military equipment, its intended purpose, how each type of equipment was used by the agency during the preceding year, a summary of any complaints received concerning the equipment, the results of any internal audits pertaining to violations of the 1 military equipment use policy, the total cost for each type of equipment, and the quantity possessed. The City Council may renew or not renew the authorizing ordinance, disapprove authorization for equipment where standards have not been met, or require modifications to the military equipment use policy based on whether the equipment detailed within the annual report complies with policy and meets specified standards as set forth in California Government Code Section 7071, subdivision (d).

On July 17, 2025, the City Council approved and reaffirmed the Department's Policy (identified as Department Policy 707), finding it met the requirements under AB 481 and introduced and adopted an ordinance adding Chapter 2.60 "Military Equipment Policy" to the Pinole Municipal Code (Ord. 2025-02).

By this ordinance the Department seeks 1) approval of its 2025-2026 annual military equipment report, 2) authority to purchase COLT AR15/M4 ammunition and FN 303 MK2 projectiles to replenish training and duty inventory, and 3) renewal of Pinole Police Department Policy 707 upon a finding that the report has complied with the standards for approval set forth in Government Code sections 7071(d)(1) and 7071(e)(2).

Attachment A is the proposed ordinance. Attachment B is the 2025-2026 Annual Report, including the inventory list of military equipment the Department has and intends to use in the future that falls within the definition of "military equipment" under AB 481. Attachment C is the Department's military equipment use policy. Attachment D is the Department's Unmanned Aerial System (UAS) Operations policy.

DISCUSSION

Annual Report

AB 481 requires a law enforcement agency that receives approval for a military equipment use policy to submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use. (Govt. Code §§7071(d)(1) and 7071(e)(2).) The law enforcement agency must also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use. Government Code section 7072 (a) states that the annual report must include the following information:

1. A summary of any complaints or concerns received concerning the military equipment.
2. The results of any internal audits or information about violations of the military equipment use policy. This includes any actions taken in response.
3. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
4. The quantity possessed for each type of military equipment.
5. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
6. A summary of how the military equipment was used and the purpose of its use.

In compliance with the Government Code, the Department's annual use report and policy was released to the community, via the Department's website on May 26, 2026, and provided to City Council. Within 30 days of submitting and publicly releasing its annual military equipment report, the Department is required to hold at least one well-publicized and conveniently located public meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment. That meeting is being held concurrently with the presentation of this ordinance. The annual use report contains all the required elements of Government Code section 7072 (a) set forth above.

The 2025-2026 Annual Report (Attachment B) outlines the Department's military equipment inventory and usage, community complaints over the use of military equipment, and internal audits from May 1, 2025, through April 30, 2026. An inventory was completed on April 21, 2026, which identified all of the Department's military equipment in preparation to fulfill the obligations set by Assembly Bill 481. Equipment used by the Department during the preceding year is found to be consistent with current Policy 707. No complaints concerning the equipment were made to the Department.

During this period (May 2025 – April 2026), the Department has used military equipment under this policy during community events (ERV, command post, Drones) and officer training (ERV, rifles, FN 303 MK2, Drones). The Department utilized the Command Post to assist with logistics and personnel during two DUI checkpoints. The Department deployed drones in 15 incidents. These incidents included mutual aid assistance to allied agencies and for incidents taking place in the City of Pinole.

During this period, the Colt AR-15/M4 Carbine rifles underwent routine maintenance. The Department performed annual vehicle maintenance on the Emergency Rescue Vehicle (ERV/MRAP).

Proposed Acquisition

In accordance with Government Code section 7072 (a), the Department is requesting approval for the purchase of 7000 rounds of .223 62 gr ammunition for the COLT AR15/M4 rifles and 300 rounds of FN 3030 MJ2 projectiles to replenish training and duty inventory. Additionally, the department is requesting approval to purchase 30 COLT AR15/M4 patrol rifle lights, as the current lights are nearing the end of their service life.

The Department has a significant interest in continuing to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect the civil liberties of the citizens of the City of Pinole. The use of the military equipment identified on the inventory list is vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

<u>Renewal of Military Equipment Use Policy</u>
In addition, the Department is required to resubmit the previously approved policy for re-approval consideration, as an agenda item during open session. The previously approved policy is attached to this report (Attachment C). Council must determine, based on the annual military equipment report, whether each type of military equipment identified in the report has complied with the following:

1. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

The Department does not anticipate any significant change in the previously approved policy but does seek approval to acquire additional equipment, listed above. All items needing to be replenished are included in the policy and attached inventory which were previously approved by the City Council.

Any future attempts to obtain additional equipment not provided for herein will comply with the procedures set forth in the Government Code and the approved military equipment policy, including a public hearing and City Council approval prior to acquisition.

Through acceptance of the annual report and renewal of the ordinance, the City Council will authorize the continued use of preexisting equipment considered "military equipment" under AB 481. This includes a Mine Resistant Ambush Protected Vehicle (MRAP) for use as an Emergency Rescue Vehicle (ERV) to safely evacuate residents in the event of a natural disaster or critical incidents, to move personnel and/or resources in support of natural disasters (i.e. flood, fire, earthquake), large scale logistics, active shooter incidents, and incidents where there is reason to expect potential armed resistance requiring protection. The Policy also includes a single unmanned, remotely piloted, powered ground vehicle used to enhance peace officer and community safety when encountering potentially dangerous situations by providing first responders with the ability to capture video and still images, and to transport communication equipment or other resources prior to, or in lieu of, sending in personnel into hazardous incidents or environments.

The use of UAS (drones) has proven to be vital to the safety and security of our community, enabling the Department to conduct area searches, locate wanted persons, assess scenes prior to officer arrival, and provide public safety services to our law enforcement partners.

Other items deemed “military equipment” under AB 481 include foundational equipment, such as rifles and ammunition. These rifles allow peace officers to address lethal threats from a greater distance and with greater precision. The Department also seeks authorization to use four FN 303 MK2 Launchers and projectiles, to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. The projectiles provide officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations. The equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life-threatening events in the safest way possible.

The Policy safeguards the public’s welfare, safety, civil rights, and civil liberties by ensuring that there are safeguards, including transparency, oversight, and accountability measures in place. For instance, the Policy authorizes the Chief of Police to designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include, but are not limited, acting as a liaison to City Council for all matters related to the requirements of AB 481, identifying “military equipment” as defined under the statute, conducting annual inventory and review, collaborating with outside agencies, and scheduling and coordinating an annual community engagement hearing to address the Department's funding, acquisition, and use of military equipment.

In compliance with the Government Code, the Military Equipment Policy has remained on the Department’s transparency portal continuously since prior to Council adoption in 2022.

FISCAL IMPACT

There is no direct fiscal impact from the acceptance of the annual report or the approval of continuing the ordinance approving the military equipment use policy. The Policy explicitly references the fiscal impact related to costs to maintain or acquire equipment and is included in the existing department’s budget allocation.

ATTACHMENTS

A. Ordinance of the City Council of the City of Pinole Approving and Re-Adopting a Military Equipment Use Policy as Stated In Chapter 2.60 “Military Equipment Policy” of the Pinole Municipal Code In Compliance With Assembly Bill 481

B. Pinole Police Department Annual Military Equipment Report May 2025 – April 2026

C. Pinole Police Department Military Equipment Funding, Acquisition, and Use Policy 707

D. Pinole Police Department Unmanned Aerial System (UAS) Operations Policy 608

ORDINANCE NO. 2026-XXXX

AN ORDINANCE OF THE CITY OF PINOLE APPROVING AND RE-ADOPTING A MILITARY EQUIPMENT USE POLICY AS STATED IN CHAPTER 2.60 "MILITARY EQUIPMENT POLICY" OF THE PINOLE MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481 (GOVERNMENT CODE SECTION 7070, et. seq.)

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, *et. seq*., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070(c); and

WHEREAS, the policy must be a document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the police department's use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations specified in Government Code section 7071(d); and

WHEREAS, on May 3, 2022, the City Council adopted Ordinance 2022-02 approving and adopting a military equipment use policy identified as Pinole Police Department Policy 707, having received the information required under Assembly Bill 481 regarding the Pinole Police Department's use of military equipment as defined in said law and upon a finding of the specified determinations required under Government Code Section 7071(d); and

WHEREAS, on June 17, 2025, the City Council approved and reaffirmed the Department's Policy (identified as Department Policy 707), finding it met the requirements under AB 481 and introduced and adopted an ordinance adding Chapter 2.60 "Military Equipment Policy" to the Pinole Municipal Code (Ord. 2025-02**)**.

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

WHEREAS, the law enforcement agency shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use; and

WHEREAS, the annual military report shall include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use;

b. A summary of any complaints or concerns received concerning the military equipment;

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;

e. The quantity possessed for each type of military equipment;

f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and

WHEREAS, Government Code section 7071(d) provides the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the following standards for approval:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the Pinole Police Department's annual military equipment report was posted on the department's internet website on May 26, 2026, and within thirty (30) days conducted a well-publicized public meeting concerning the renewal of the military equipment at issue in compliance with Government Code Section 7072 (b); and

WHEREAS, the Pinole Police Department seeks renewal of Policy 707; and

WHEREAS, the City Council of the City of Pinole, having received the information required under Assembly Bill 481 regarding the Pinole Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq*., deems it to be in the best interest of the City to approve and renew the Pinole Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Pinole Police Department Policy 707.

NOW THEREFORE, BE IT RESOLVED, in accordance with Government Code Section 7070 et. seq., and pursuant to the findings stated herein, that the City Council of the City of Pinole hereby finds as follows:

Section 1. Recitals.

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

Section 2. Determinations.

Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

2. The Pinole Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

3. The Pinole Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Pinole Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

5. Prior military equipment use by the Pinole Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

6. The Pinole Police Department's Military Equipment Use Policy, Policy 707, setting forth the City's military equipment use policy is approved and renewed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Effective Date and Duration. This ordinance shall take effect thirty (30) days after its final adoption.

Section 5. Publication. The City Clerk is directed to cause this ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on June 16, 2026, the City Council passed this urgency ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on July 7, 2026.

____

Heather Spears, CMC
City Clerk

5361438.1

PINOLE POLICE DEPARTMENT ANNUAL MILITARY EQUIPMENT REPORT MAY 2025 – APRIL 2026

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INTRODUCTION

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies such as the Pinole Police Department to have a military use policy approved by the City Council prior to requesting, seeking funding, acquiring or using military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On May 3, 2022, the City of Pinole Council approved Ordinance 2022-02 approving Pinole Police Department Policy #707: Military Equipment Funding, Acquisition, and Use. As required by Assembly Bill 481 and the Ordinance, annually, the Pinole Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As set forth in the Policy, the Pinole Police Department retains and employs limited military equipment to safeguard its community. Pinole Police Department officers and certified instructional staff receive training throughout the year on the use of military equipment approved under the Policy. The Department also maintains a current Certificate of Compliance for California Government Code with the State of California, via Cal OES.

This Annual Report outlines the Pinole Police Department's military equipment inventory and usage, community complaints over the use of military equipment, and internal audits from May 1, 2025, through April 30, 2026. The Department will submit its Military Equipment Annual Report to City Council annually in compliance with AB 481.

DEFINITIONS

Definitions of Military Equipment established by California Government Code §7070:
(Pinole Police Department utilizes a limited number of the resources listed below)

Military equipment includes, but is not limited to the following types of equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Tracked armored vehicles that provide ballistic protection to their occupants
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Weaponized aircraft, vessels, or vehicles or any kind
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code §30510 and Penal Code §30515, with the exception of standard-issue firearms
- Any firearm or firearm accessory that is designed to launch explosive projectiles
- Noise-flash diversionary devices and explosive breaching tools
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- Taser Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs)
- Kinetic energy weapons and munitions (e.g. 40MM launcher, bean bag shotgun, foam tipped projectiles)
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Pinole Police Department Military Equipment Inventory

1. Equipment Type: Mine Resistant Ambush Protected Vehicle (MRAP) – CA Govt Code §7070(c)(2)	
Quantity Owned or Sought: 1	**Lifespan:** Unknown
Purpose/Authorized User: Emergency Rescue Vehicle (ERV) to safely evacuate residents in the event of a natural disaster or critical incidents. To move personnel and/or resources in support of natural disasters (i.e. flood, fire, earthquake), large scale logistics, active shooter incidents, and incidents where there is reason to expect potential armed resistance requiring protection. Use may be authorized by Watch Commander or Tactical/Operations Commander, based on the circumstances of the given incident.	
Fiscal Impact: Acquired under the Law Enforcement Support Program Office (LESO): $0 for equipment. $9,200 for delivery, paint and upfitting. Annual maintenance cost is approximately $1,000.00. For the reporting period of May 2025 – April 2026, $1,394 was spent on annual vehicle maintenance.	
Legal and Procedural Rules Governing: It is the policy of the department to utilize armored vehicles only for law enforcement purposes and pursuant to State and Federal law.	
Training Required: Department provided training.	
Other Notes: The MRAP is an armored vehicle manufactured by BAE Systems/Caiman weighing over 34,000 pounds and can carry a payload of over 4,000 pounds. The vehicle has six (6) wheels fitted with tires and is all-wheel drive, powered by a diesel engine. The vehicle measures approximately 22 feet long, 8 feet wide, and 10 feet tall.	

2. Equipment Type: Unmanned, remotely piloted, powered ground vehicles - CA Gov't Code §7070(c)(1)	
Quantity Owned/Sought: 1	**Lifespan:** Approximately 15 years
Equipment Capabilities: Vehicle is capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.	
Manufacturer Product Description: iRobot PackBot 510 Multi Mission Robot (MMR)	
Purpose/Authorized Uses: To enhance officer and community safety when encountering potentially dangerous situations by providing first responders with the ability to capture video and still images, to transport communication equipment or other resources prior to, in lieu of sending in personnel into hazardous incidents or environments.	
Fiscal Impacts: Acquired under the Law Enforcement Support Program Office (LESO): $0 for equipment. Annual maintenance cost is approximately $500.	
Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy.	
Training Required: Department provided training.	

Other Notes: None

3. Equipment Type: Unmanned, remotely piloted, powered aerial or ground vehicles - CA Gov't Code §7070(c)(1)	
Quantity Owned/Sought: 4	**Lifespan:** Approximately 5 years
Equipment Capabilities: Vehicle is capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.	
Manufacturer Product Description: DJI Mavic 3 Thermal (M3T) UAS, DJI Avata UAS	
Purpose/Authorized Uses: Unmanned Aerial System (UAS) designed for public safety. The UAS is a battery powered, remote operated device with a flight time of approximately 36-45 minutes depending on weather and flight conditions. The UAS has proven to be useful to public safety agencies in crime scene analysis, search and rescue, pre-operation surveillance and other critical incidents where aerial views enhance the safety and efficiency of law enforcement personnel. The UAS would assist officers or incident commanders in situations that would include, but not limited to: major collision investigations, emergency life threatening situations, search for missing persons, natural disaster management, crime scene photography, and critical incidents for preservation of life and public safety missions.	
Fiscal Impacts: DJI Mavic 3 Thermal (M3T): $6,000, quantity 2 (Total: ~$12,000), DJI Avata UAS $2610, quantity 2 (Total: ~$5220)	
Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy.	
Training Required: FAA Part 107, POST UAS Operator, and Department-provided training.	
Other Notes: Capabilities include 20MP Hasselblad camera with a large 4/3 CMOS sensor camera, 24mm equivalent lens, capable of 5.1K/50fps and 4K/120fps video. It includes a secondary 12MP telephoto camera, 56x tele zoom, 640x512 thermal sensor, one-way speaker, and spotlight.	

4. Equipment Type: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units – CA Govt Code §7070(c)(5)	
Quantity Owned or Sought: 1	**Lifespan:** 20 years
Purpose/Authorized User: Trailer is purpose-built to facilitate the operational control and direction of public safety units conducting DUI enforcement checkpoints, traffic safety operations, and responding to or at an incident. The Command and Control (C&C) trailer serves as a centralized location for command decision making, enhanced communication, and other situational awareness capabilities. Use may be authorized by the Watch Commander or the Tactical/Operations Commander, based on the circumstances of the given incident.	
Fiscal Impact: Acquired by grant issued by the State of California Office of Traffic Safety under a Traffic Safety Grant. $40,415 for equipment. Annual maintenance cost is approximately $1000.	
Legal and Procedural Rules Governing: It is the policy of the department to utilize C&C trailer only for law enforcement purposes and pursuant to State and Federal law.	
Training Required: Department provided training.	

Other Notes: The command-and-control trailer is standard tow-behind trailer with dual axels manufactured by Universal Trailer with a GVW of 3,100 pounds. The trailer measures approximately 16 feet long, 8.5 feet wide, and 9 feet tall. The trailer is equipped with a fold-down rear door, lighting, and a generator.

5. Equipment Type: Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10)	
Quantity Owned or Sought: 28	**Lifespan:** 15 years
Purpose/Authorized User: Colt AR-15/M4 Carbine semiautomatic shoulder fired rifle with long spirally grooved barrel that fires .223 Rem/5.56 mm projectile bullet. The rifles are equipped with 10.5" barrel, Surefire muzzle brake, and Surefire SOCOM556-RC2 suppressors. Ammunition is Speer Gold Dot caliber .223 62 grain. A standard officer issue to be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impact: • Colt AR-15/M4 Rifle: \$32,400, quantity: 28 • Surefire muzzle brake: \$2,779, quantity: 28 • Surefire SOCOM556-RC2 Suppressors: \$22,408, quantity: 28 • .223 62 gr ammunition: \$2,715, quantity: 4,525 • Annual maintenance cost is approximately \$1,500	
Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force and Firearms.	
Training Required: Department firearms training and qualifications as required by law and policy by POST certified instructors. CA POST certified 24-hour patrol rifle course.	
Other Notes: These rifles are standard-issue service weapons for our officers and are therefore exempt from this Military Equipment Use Policy per CA Gov't Code §7070(c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.	

6. Equipment Type: Less lethal launcher and Projectiles - CA Gov't Code §7070(c)(12)	
Quantity Owned or Sought: 4	**Lifespan:** 20 years
Purpose/Authorized User: FN 303 MK2 Less Lethal Launcher utilizing compressed-air to fire less-lethal fin-stabilized projectiles. The FN303 MK2 features a magazine fed system that offers the ability to quickly switch between projectile types. Projectiles: .5% PAVA containing pepper powder designed for direct impact and area saturation, Clear Impact projectile intended for distraction, Washable Paint for training and marking, Indelible Paint projectile intended for marking with indelible colorant for later identification, and Inert Powder projectile for training. To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Provides officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations.	

Fiscal Impact: • FN 303 MK2 & Slings: $5,080, quantity: 4 • PAVA Projectile: $768, quantity: 128 • Indelible Paint Projectile: $750, quantity: 150 • Washable Paint Projectile: $1,461, quantity: 300 • Inert Powder Projectile: $456, quantity: 450 • Magazine Assembly, Slings, and Maintenance Items: $486 • Cases: $1,587, quantity: 4 • Annual maintenance cost is approximately $250
Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force.
Training Required: Department provided training conducted by POST certified instructors.
Other Notes: None

7. Equipment Type: Less-Lethal Shotgun and Bean Bag Projectile - CA Gov't Code §7070(c)(14)	
Quantity Owned or Sought: 4	**Lifespan:** 25 years
Purpose/Authorized User: Remington 870 Less-Lethal 12-gauge Shotgun with orange and black marked stocks is used to deploy the less lethal 12-guage CTS Super-Sock Beanbag round. The Combined Tactical Systems (CTS) Super-Sock Beanbag round is a less-lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot. To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Provides officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations.	
Fiscal Impact: • Remington 870 Less-Lethal 12-guage Shotgun: $2,200, quantity: 4 • CTS Model 2581 Super-Sock Beanbag Round: $1,090, quantity: 200 • Glass Breaker Ball: $480, quantity: 200 • Annual maintenance $0	
Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force.	
Training Required: Department provided training conducted by POST certified instructors.	
Other Notes: None	

Equipment Purchase and Training Use

2025/2026 Purchases and Maintenance

Military Equipment	Quantity	Cost	Date of Purchase
COLT AR 15/M4 – ammunition, .223 62 gr	4000	$1976	10/01/2025
COLT AR 15/M4 – ammunition, .223 62 gr	5000	$2740	02/09/2026
ERV Maintenance	1	$1394	10/19/2025

2025/2026 Training/ Military Equipment Utilized

Training	Military Equipment	Frequency
Officer Training - Range	Colt AR-15/M4 Carbine w/ .223/556 ammunition	Quarterly Ranges
Officer Certification - Range	Colt AR-15/M4 Carbine w/ .223/556 ammunition	As needed for certification. One course in this period.
Patrol Rifle Armorers Course	Colt AR-15/M4 Carbine w/ .223/556 ammunition	As needed.
FN 303 MK2Training - Range	FN 303 MK2	Annually for patrol personnel and as needed for new Officers
ERV Orientation and Driver Training	ERV	As needed for new Officers and Community Service Officers
UAS Operator Certification Training	UAS/Drone	As needed for new UAS Operators.

UAS Operator Ongoing Training	UAS/Drone	Quarterly

Community Concerns and Complaints

In April of 2022, the Pinole Police Department published its Military Equipment Funding, Use and Acquisition policy on its website. Community concerns and complaints can be received via the Department's website, in-person at the police department or in the field during police contacts, telephone, emails and social media.

2025/2026 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use

Community Concerns	Community Complaints	PD Internal Investigations
0	0	0
**No formal complaints or concerns were brought forward by the public.		

Internal Inventory & Audit (PPD Military Equipment)

Per Pinole Police Department policy 707.3 (c), the Department's military equipment coordinator is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually.

An inventory was completed on April 21, 2026, which identified all of the Department's military equipment in preparation to fulfill the obligations set by Assembly Bill 481.

The Department purchased two DJI Avant indoor drones in the 2025/2026 budget cycle. All current military equipment in the inventory was found to be in good shape and in working order.

2025/2026 Event or Incident Military Equipment Utilized

Case# / Incident#	Date	Equipment Used	Classification	Reason
	06/19/2025	Command Post	Event	Juneteenth/Pride Event
	06/22/2025	Command Post	Event	Pinole Car Show
	07/04/2025	Command Post	Event	4th of July Celebration
	10/07/2025	Command Post	Event	Halloween National Night Out
	10/31/2025	ERV	Event	Halloween Caravan
	12/11/2025	Command Post	Event	Toy Drive@Target
	12/19/2025	Command Post	Event	Mutual Aid to Hercules PD for DUI Checkpoint
	12/27/2025	Command Post	Event	DUI Checkpoint

250701079	07/01/2025	UAV		Outside Assist/Oakland PD
None	07/04/2025	UAV		4th of July Event
2507100180	07/10/2025	UAV		Outside Assist/Hercules/SUSCIR
2507250015	07/25/2025	UAV		Outside Assist/San Pablo/Burglary
25-907	07/28/2025	UAV		Outside Assist/San Pablo/Burglary
25-930	08/01/2025	UAV		Outside Assist/HPD/Foot bail on I-80
2508020177	08/02/2025	UAV		Outside Assist/San Pablo/Burglary
25-993	08/21/2025	UAV		Commercial Burglary
25-1010	08/25/2025	UAV		Outside Assist/CCSO/Burglary
25-1031	08/31/2025	UAV		Domestic Violence/Assault w/a Deadly Weapon
25-1038	09/05/2025	UAV		Outside Assist/Richmond PD/Robbery
2509050074	09/05/2025	UAV		Outside Assist/Richmond/Petty Theft
2511080205	11/08/2025	UAV		Outside Assist/San Pablo/Residential Burglary
2512190241	12/19/2025	UAV		Suspicious Circumstance
2603180200	03/18/2026	UAV		Outside Assist/CCSO
2604060252	04/06/2026	UAV		Outside Assist/San Pablo

Projected Military Equipment Acquisition (2026/2027)

For 2026/2027 (May - April), the Pinole Police Department plans to purchase COLT AR15/M4 ammunition and FN 303 MK2 projectiles to replenish training and duty inventory.

Military Equipment	Projected Purchase Amount	Projected Purchase Price
.223 62 gr ammunition	7,000 rounds	$4,000
FN 303 MK2 Projectiles	300 rounds	$1,400
COLT AR15/M4 Lights	30	$5,500

Military Equipment

Effective Date	Revised Date
05282026	05282026

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy applies to all members of the Department

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.

- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Pinole Police Department that members of this department comply with the provisions of Government Code § 7070 and 7071 with respect to the use and acquisition of military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

a. Acting as liaison to the governing body for matters related to the requirements of this policy.
b. Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
c. Conducting an inventory of all military equipment at least annually.
d. Collaborating with any allied agency that may use military equipment within the jurisdiction of Pinole Police Department (Government Code § 7071).
e. Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
    1. Publicizing the details of the meeting.
    2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
f. Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

707.4 MILITARY EQUIPMENT INVENTORY

The military equipment inventory constitutes a list of qualifying equipment for the Department. It can be found on the City of Pinole website under Police > Resources > Military Use Equipment.

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

On occasion, the department may be required to assist or be assisted by other law enforcement agencies in a formal Mutual Aid Request or support with day to day operational collaboration (i.e. pursuits, investigative unit assistance, joint law enforcement operations, etc.). The specific guidance and requirements for Mutual Aid is governed by PPD Policy 331 - Outside Agency Assistance.

In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn department members to utilize military equipment in order to fulfill an assigned mission (i.e. active shooter, civil unrest, barricaded suspects in a vehicle, etc.). When sworn department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:

a. Department members are required to adhere to the Department's Military Equipment Procedure and all policies and procedures outlined within the Pinole Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.
b. Should the Pinole Police Department request mutual aid from another law enforcement agency within Contra Costa County and military equipment is required during the course of the response, the following shall apply:
1. The Pinole Police Department shall remain in charge of the overall incident command.
2. The Incident Commander or designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.
3. The assisting agency will be expected to adhere to their respective policies and procedures, particularly those governing the use of military equipment.
4. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

707.7 CITY COUNCIL APPROVAL

Pursuant to California Government Code section 7071, the City Council of Pinole approved this Policy pursuant to Ordinance #2024-04. Further substantive amendments to the Policy need to be reviewed and approved by the City Council.

Unmanned Aerial System (UAS) Operations

608.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS.

It is the policy of the department that trained and authorized personnel may use/deploy a UAS when such use is appropriate in the performance of their duties and authorized by the Chief of Police or designee. The deployment of a UAS will be in accordance with Federal, State, and municipal law and as the needs of the department dictate.

608.1.1 DEFINITIONS

Definitions related to this policy include:

Certificate of Authorization (COA) – A certificate granted to an individual or entity by the Federal Aviation Administration (FAA), which outlines specific conditions for flight for small UAS.

Federal Aviation Administration (FAA) – An entity of the federal government that regulates all aspects of civil aviation.

Part 107 – A certificate granted to an individual by the FAA, which outlines specific conditions of flight for small UAS aircrafts.

Pilot in Command (PIC) –Trained officer who is the sole person responsible for the operation of the UAS.

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

UAS Supervisor – Assigned by the Chief of Police to insure program requirements are met to include maintenance, training, and operations in adherence to policy and FAA regulations.

Visual Observer –Trained officer who may act as a spotter for PIC to assist in navigating the UAS and avoidance of hazards.

608.2 POLICY

Unmanned aerial systems may be utilized to enhance the department’s mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

608.3 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations.

608.4 FAA COMPLIANCE FOR DEPLOYMENT

Use of the UAS shall be allowed for criminal investigations or public safety purposes consistent with this policy, provided the requirements below are followed:

1. Prior to any use of a UAS, the department shall obtain a COA from the Federal Aviation Administration, unless the Police Chief authorizes personnel to use a UAS under the officer's own Part 107 certification.
2. Prior to the deployment of the UAS, the UAS PIC and the Visual Observer must be adequately trained in the use and operation and must be knowledgeable of the standards set forth in this policy.
3. Any operation of a UAS must fully comply with all FAA requirements guidelines. It is the PIC's responsibility to ensure compliance with FAA requirements and guidelines and this policy. If the PIC believes the requested deployment potentially violates any federal regulation, guideline or this policy, then the PIC must inform his or her immediate supervisor and the UAS Supervisor.
4. The PIC may not deploy the UAS for criminal investigative purposes without the knowledge of the on-duty watch commander or senior supervisor should the watch commander not be available.
5. Where a search warrant would normally be obtained for a criminal investigation, the PIC shall not deploy the UAS until such warrant is secured. This does not apply to non-investigative public safety deployments or for the purpose of training, testing, or evaluation.
6. Each deployment of an UAS shall be properly documented in a flight log by the PIC. Such documentation must include at a minimum:
    a. The date, time, and purpose of each deployment.
    b. Whether a search warrant was obtained by the agency.
    c. Identity of the PIC and Visual Observer (if there is a Visual Observer.
    d. Supervisor approving the deployment.
7. The PIC that deploys the UAS must have the capability to adequately track and record the flight pattern and location of the UAS.
8. If more than one UAS is deployed in an area or event, then each PIC shall coordinate and define the parameters of the area where each UAS will be operated.

608.5 AUTHORIZED USES FOR PUBLIC SAFETY DEPLOYMENT

Deployments include but are not limited:

1. Security Checks - The UAS may be deployed while conducting Security Checks of businesses or public lots in furtherance of the department's mission. Indiscriminate surveillance of private areas, absent a call for service requiring a public safety response or applicable warrant is prohibited.
2. Area Searches – The UAS may be deployed when conducting an area search for missing persons, property, etc.
3. Crime Scene / Area Documentation – The UAS may be deployed to assist in documenting crime scenes, accident scenes, or other areas where an aerial perspective is needed.
4. Search and Rescue – The UAS may be deployed during search and rescue operations to assist in locating lost or missing persons or other search and rescue operations.
5. Tactical Situations – The UAS may be deployed during certain tactical situations such as hostage / barricaded gunmen, active shooter, warrant services, or any other situation where an aerial or remote view is advantageous.
6. Fleeing Suspects – The UAS may be deployed to search for suspects that flee from police.
7. Training – All training flights will be conducted in accordance with the procedure and privacy requirements outlined in this policy.

608.6 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

608.7 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS may require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).

- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.

608.8 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, immigration status, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- The UAS will not be weaponized or used to transport any weapons, explosives, or incendiary devices.

608.9 RETENTION OF UAS DATA

Data collected by the UAS shall be retained as provided in the established records retention procedure and schedule.

CITY COUNCIL REPORT

9.F.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: ADOPT RESOLUTION APPROVING "PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT" BETWEEN THE CITY OF PINOLE AND UNION PACIFIC RAILROAD COMPANY FOR CONSTRUCTION OF IMPROVEMENTS ACROSS THE RAILROAD TRACKS FOR THE TENNENT AVENUE/BAY TRAIL GAP CLOSURE PROJECT (CITY CIP PROJECT NO. RO1902 - UP REAL ESTATE PROJECT NO. 0209671)

RECOMMENDATION

City staff recommends that the City Council adopt the attached Resolution (Attachment A) approving the attached Public Highway At-Grade Crossing Agreement (Attachment B) between the City of Pinole and Union Pacific Railroad Company (UPRR) for construction of improvements across the railroad tracks for the Tennent Avenue/Bay Trail Gap Closure Project (City CIP Project No. RO1902, and UP Real Estate Project No. 0209671).

BACKGROUND

In 2018, the East Bay Regional Park District completed a trail link to connect Pinole Shores Regional Shoreline to the Bayfront Park and trail. There remains a small gap of about 600 feet across the UPRR tracks and along Railroad Avenue all of which are located within the UPRR right-of-way. CIP Project No. RO1902 Tennent Avenue/Bay Trail Gap Closure Project was initiated in 2019 to establish improvements: (1) Along Tennent Avenue across the UPRR tracks, and (2) On Railroad Avenue to facilitate safe movements of bicyclists and pedestrians in the area.

To advance the Project, the City submitted a funding request to West Contra Costa County Transportation Commission (WCCTC) for Subregional Transportation Mitigation Program (STMP) funds and was awarded $100,000 in 2020.

In February 2021, the City selected a consultant (CSWST2) for planning and engineering services, and to assist city staff in coordinating with UPRR to improve path of travel for pedestrians and bicyclists as they traverse across the tracks from Bayfront Park to rejoin the Bay Trail and the Pinole Creek Trail.

On September 14, 2023, the WCCTC Board approved additional STMP funds for the Tennent Avenue/Bay Trail Gap Closure Project in the amount of $645,000. In addition, the Project was awarded One Bay Area Grant (OBAG) funds in the amount of $1,020,000 for construction of the Project improvements that were initially scheduled to take place in Fiscal Year (FY) 2024/25.

In response to the most recent PW Department application, the City was awarded additional $700,000 of STMP Cycle 3 funds which was approved by the WCCTC Board on May 22, 2026.

It should also be noted that earlier in 2026, staff submitted funding applications under three additional grant programs, namely the Federal-State Partnership for Intercity Passenger Rail Program, the Railroad Crossing Elimination (RCE) Program, and the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This pursuit for additional grant funds is to supplement the Project construction funds including the added intersection reconfiguration/narrowing of Tennent Avenue/Railroad Avenue.

REVIEW AND ANALYSIS

The Martinez Subdivision is a major north–south rail corridor serving both freight and passenger rail operations. The corridor supports approximately 56 trains per day, including Amtrak Capitol Corridor intercity passenger rail service, which operates between San Jose, Oakland, Sacramento, and Auburn. Passenger trains operate through the Project area at speeds of up to 40 miles per hour. Documented counts show approximately 353 pedestrian trips and 106 bicycle trips per day, with afternoon peak period volumes of 205 pedestrians and 67 cyclists. Pedestrians and bicyclists must currently cross two active mainline railroad tracks without adequate separation, warning devices, or channelization while sharing the roadway with automobiles, resulting in extended exposure to train movements and safety risks.

With the assistance of CSWST2 consultants, city staff coordinated with the UPRR team over the past year and prepared necessary design plans that divide the Tennent Avenue/Bay Trail Gap Closure Project into the following components:

Area 1 –

Improvements to be implemented by the UPRR under the attached construction agreement “Public Highway At-Grade Crossing Agreement” (Attachment B). These improvements will eliminate hazardous shared-use conditions by constructing a fully separated, ADA-compliant Class I facility across the two active mainline tracks, supported by pedestrian and vehicle gates, active warning devices, lighting, signage, and fencing. Implementation of these improvements will reduce exposure to train movements, channelize users to a controlled crossing, and bring the facility into compliance with modern rail safety standards.

The attached Public Highway At-Grade Crossing Agreement (Attachment B) prepared by the UPRR requires approval of the City Council including the estimated construction costs of $1,326,068.00 with an initial payment of $113,400.00 at the signing of the Agreement. This is in addition to an annual signal maintenance cost of $16,973.00. General UPRR Methods of Payment are attached (Attachment C).

Area 2 –

Improvements to be implemented by the City including a pedestrian sidewalk and a bicycle path along with signage and marking improvements on Railroad Avenue to provide a connection to the Bay Trail and the Pinole Creek Trail. These improvements will close a critical gap in the nationally recognized San Francisco Bay Trail, thereby improving regional multimodal connectivity and system reliability. Improvements on Railroad Avenue also include improved design of on-street parking, as well as reconfiguration/narrowing of the Tennent Avenue/Railroad Avenue intersection to reduce the pedestrian crossing distance and enhance safety conditions. Area 2 improvements and associated agreement are submitted for the City Council consideration and approval under a separate staff report.

FISCAL IMPACT

Per the attached Public Highway At-Grade Crossing Agreement between the City and UPRR, the City will be required to pay a total estimated construction costs of $1,326,068.00 for implementation of improvements in Area 1 (across the UPRR tracks). This is in addition to an annual signal maintenance cost of $16,973.00.

CIP Project No. RO1902 - Tennent Avenue/Bay Trail Gap Closure Project is funded by $1,445,000 STMP funds and $1,020,000 OBAG grant funds. No local match by the City is assumed for construction of the planned improvements in Area 1. The annual signal maintenance cost will be included as part of the City's operating fund for signals maintenance.

ATTACHMENTS

A. Resolution
B. Public Highway At Grade Crossing Agreement

RESOLUTION NO. 2026-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING "PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT" BETWEEN THE CITY OF PINOLE AND UNION PACIFIC RAILROAD COMPANY FOR CONSTRUCTION OF IMPROVEMENTS ACROSS THE RAILROAD TRACKS FOR THE TENNENT AVENUE/BAY TRAIL GAP CLOSURE PROJECT (CITY CIP PROJECT NO. RO1902 - UP REAL ESTATE PROJECT NO. 0209671)

WHEREAS, the Council approved Capital Improvement Plan (CIP) contains the Tennent Avenue/Bay Trail Gap Closure Project (CIP Project No. RO1902); and

WHEREAS, the Tennent Avenue/Bay Trail Gap Closure Project was initiated in 2019 to establish improvements in: (Area 1) Along Tennent Avenue across the UPRR tracks, and (Area 2) On Railroad Avenue to facilitate safe movements of bicyclists and pedestrians in the area; and

WHEREAS, In February 2021, the City selected a consultant (CSWST2) for planning and engineering services, and to assist city staff in coordinating with UPRR on the Project; and

WHEREAS, the Project was awarded $100,000 of STMP funds in 2020, $645,000 of STMP funds in 2023, $1,020,000 of OBAG grant funds in 2023, and $700,000 of STMP funds in 2026; and

WHEREAS, improvements in Area 1 to be implemented by the UPRR under the attached construction agreement "Public Highway At-Grade Crossing Agreement" (Exhibit A attached to Resolution). These improvements will eliminate hazardous shared-use conditions by constructing a fully separated, ADA-compliant Class I facility across the two active mainline tracks, supported by pedestrian and vehicle gates, active warning devices, lighting, signage, and fencing; and

WHEREAS, the attached Public Highway At-Grade Crossing Agreement prepared by the UPRR requires approval of the City Council with a total estimated construction costs of $1,326,068.00 including an initial payment of $113,400.00 at signing of the Agreement. This is in addition to an annual signal maintenance cost of $16,973.00. General UPRR Methods of Payment are attached (Exhibit B attached to Resolution).

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

1- Approve the Public Highway At-Grade Crossing Agreement (Exhibit A) between the City and UPRR for the UPRR's construction of improvements in Area 1 across the railway tracks with estimated construction costs of $1,326,068.00 including an initial payment of $113,400.00 at signing of the Agreement using the General UPRR Methods of Payment (Exhibit B). This is in addition to an annual signal maintenance cost of $16,973.00.

2- Authorize the City Manager to execute the Public Highway At-Grade Crossing Agreement and associated documents.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of July 2026 by the following vote, to-wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of July 2026.

____

Heather Bell
City Clerk

UP Real Estate Project No.: 0209671

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Tennent Avenue
DOT 751699M
MP 20.04 – Martinez Subdivision
Pinole, Contra Costa County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of ___________, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF PINOLE**, a municipal corporation or political subdivision of the State of California to be addressed at 2131 Pear Street, Pinole, California 94564 ("Political Body").

RECITALS:

By instrument dated August 17, 1984, the Southern Pacific Transportation Company and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over Tennent Avenue, DOT Number 751699M at Railroad's Milepost 20.04 on Railroad's Martinez Subdivision at or near Pinole, Contra Costa County, California.

The Railroad named herein is successor in interest to the Southern Pacific Transportation Company.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the road crossing that was constructed under the Original Agreement for the addition of sidewalks. The road crossing, as reconstructed and widened is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by the Southern Pacific Transportation Company to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way area covered under the Original Agreement or in a separate document) is shown on the print marked **Exhibit A** and the Political Body's type, size and location prints of the Project marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. <u>EXHIBIT B</u>

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. <u>RAILROAD GRANTS RIGHT</u>

For and in consideration of the sum of **One Hundred Thirteen Thousand Four Hundred Dollars ($113,400.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. <u>DEFINITION OF CONTRACTOR</u>

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. <u>CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE</u>

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property.

Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0209671

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated May 28, 2024, and June 6, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is **One Million Three Hundred Twenty-Six Thousand Sixty-Eight Dollars ($1,326,068.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within six (6) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. <u>PLANS</u>

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. <u>CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK</u>

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. <u>FUTURE PROJECTS</u>

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. <u>ASSIGNMENT; SUCCESSORS AND ASSIGNS</u>

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the Political Body, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of **Sixteen Thousand Nine Hundred Seventy-Three Dollars ($16,973.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit E**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the Political Body must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Political Body fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

Section 17. ANNUAL SURFACE MAINTENANCE

A. The Railroad shall maintain the crossing surface between the track tie ends at Political Body's expense. Effective as of three years from effective date of this Agreement, Political Body agrees to pay to Railroad the sum of **Five Thousand Five Hundred Twelve Dollars ($5,512.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the surface between track tie ends located within the Crossing Area. See Exhibit C. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower left hand corner of Exhibit C.

B. The above annual surface maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual surface maintenance fee was last determined or established. Any such changes in the annual surface maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

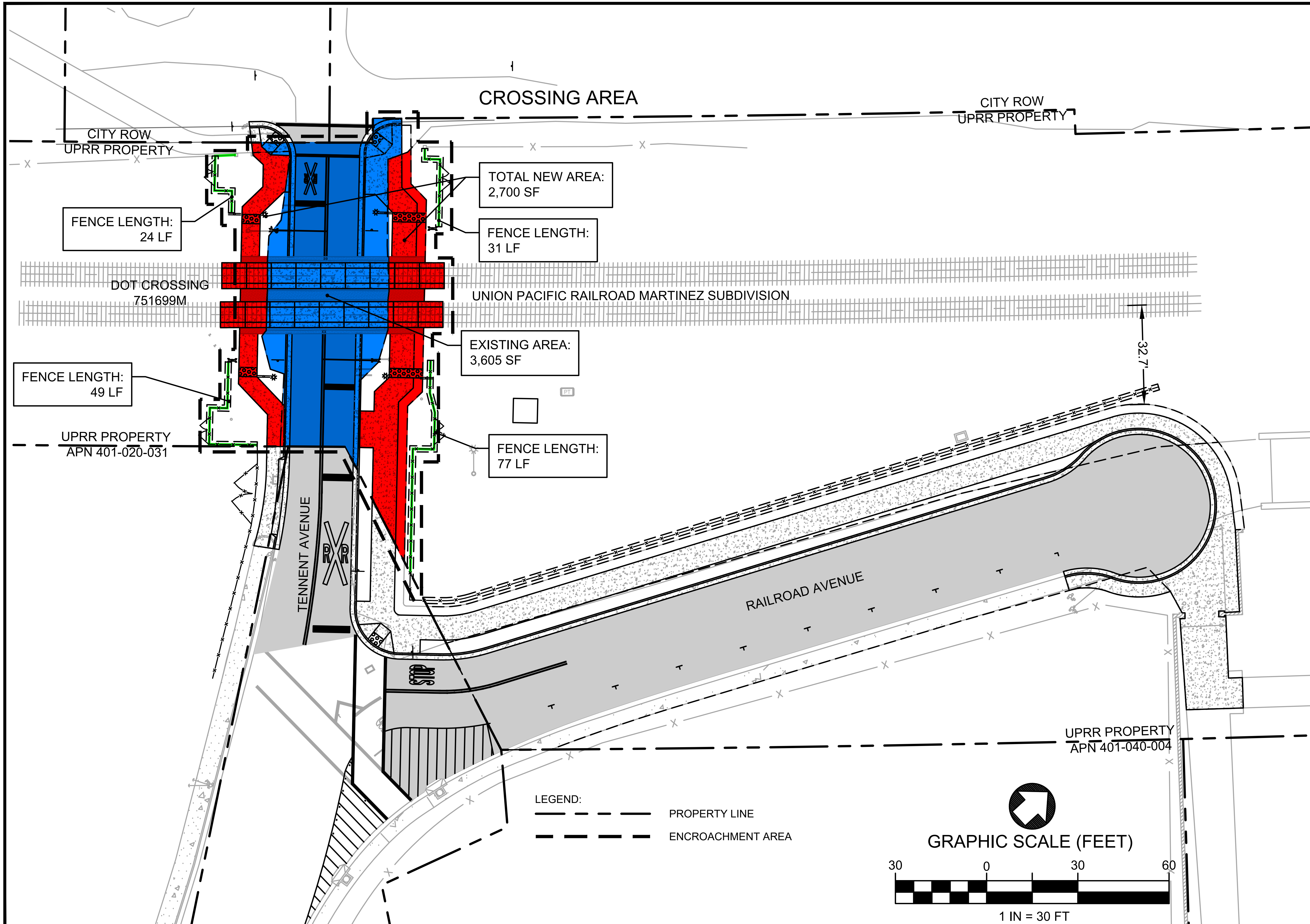
By: ___________________________________
Printed Name: _________________________
Title: __________________________________

CITY OF PINOLE

By: __________________________________
Printed Name: _________________________
Title: __________________________________

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)



Date: 1.8.2026
Scale: 1" = 30'
Rev 3
Job No. 2130002.30

PEDESTRIAN IMPROVEMENTS
RAILROAD CROSSING TENNENT AVENUE
PINOLE CONTRA COSTA CALIFORNIA

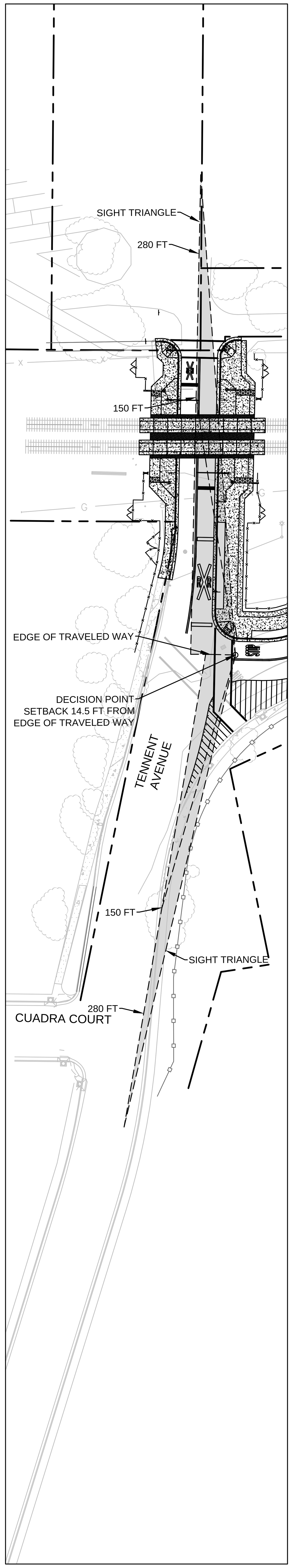
Prepared Under the Direction of:

Engineering
Landscape Architecture
Surveying
Urban Planning

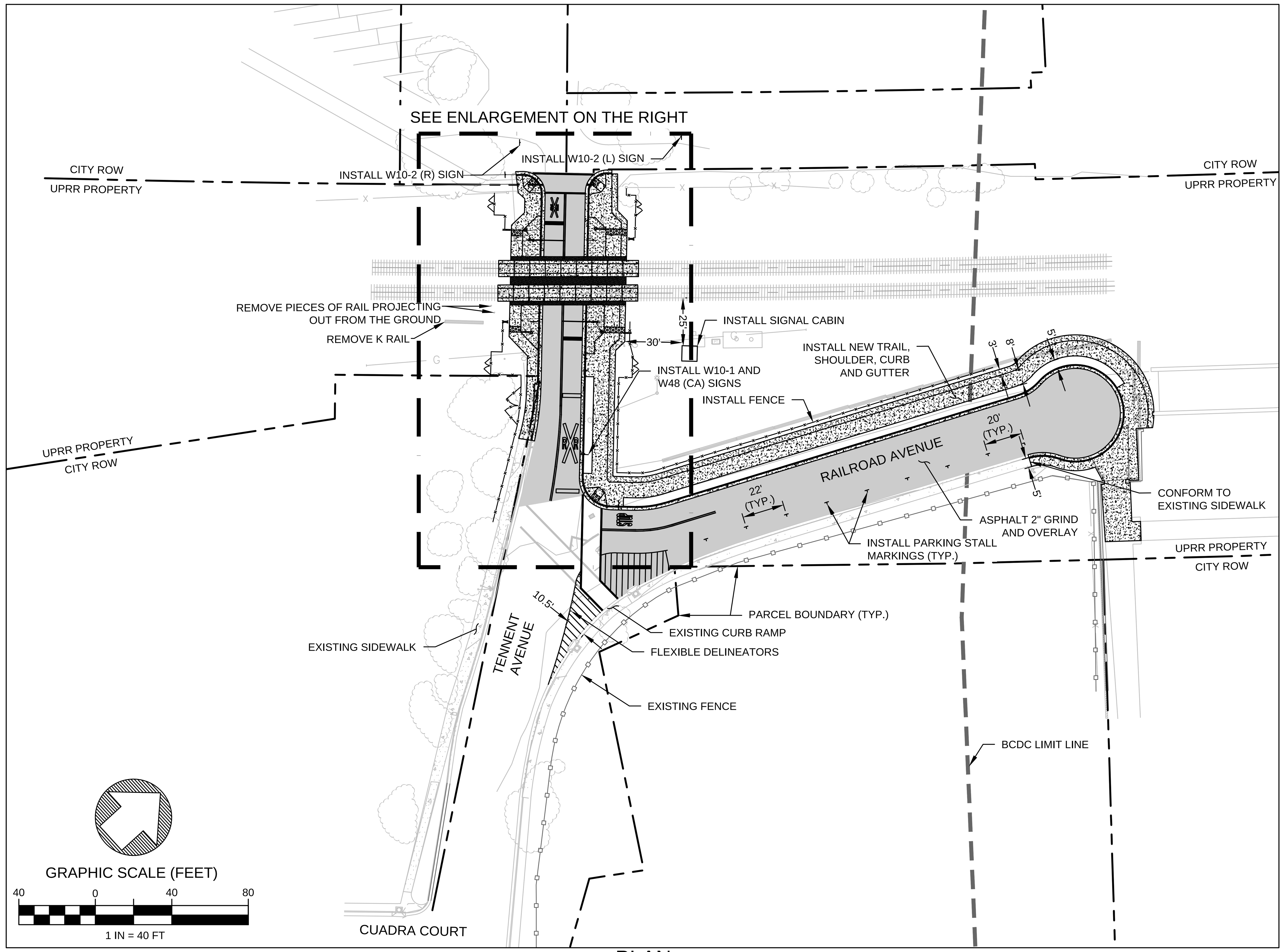
CSW ST2
78 Railroad Ave
Richmond, CA 94801
415.883.9850
CSWST2.com

EXHIBIT A-1
TO
<u>PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT</u>

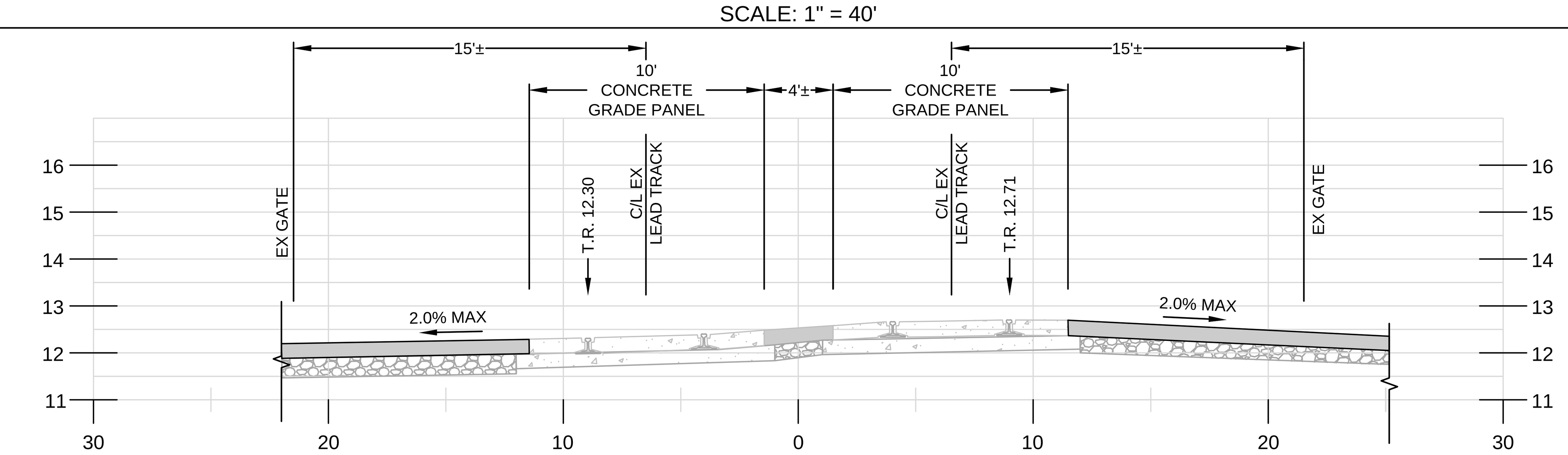
Exhibit A-1 will be the Political Body's type, size and location prints of the Project (see Recitals)



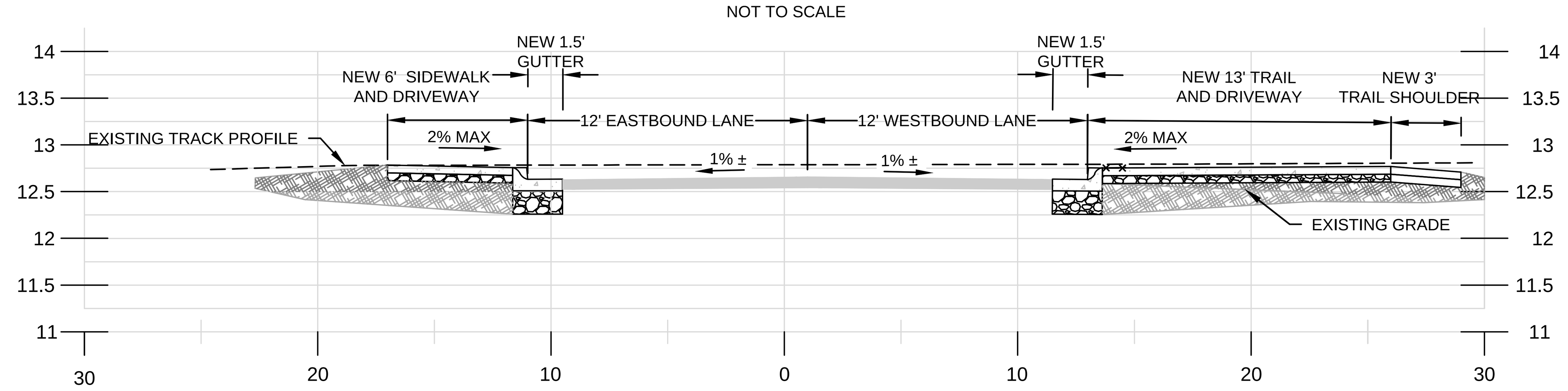
SIGHT TRIANGLE
SCALE: 1" = 40'



PLAN
SCALE: 1" = 40'



SECTION A
NOT TO SCALE



SECTION B
NOT TO SCALE

ABBREVIATIONS

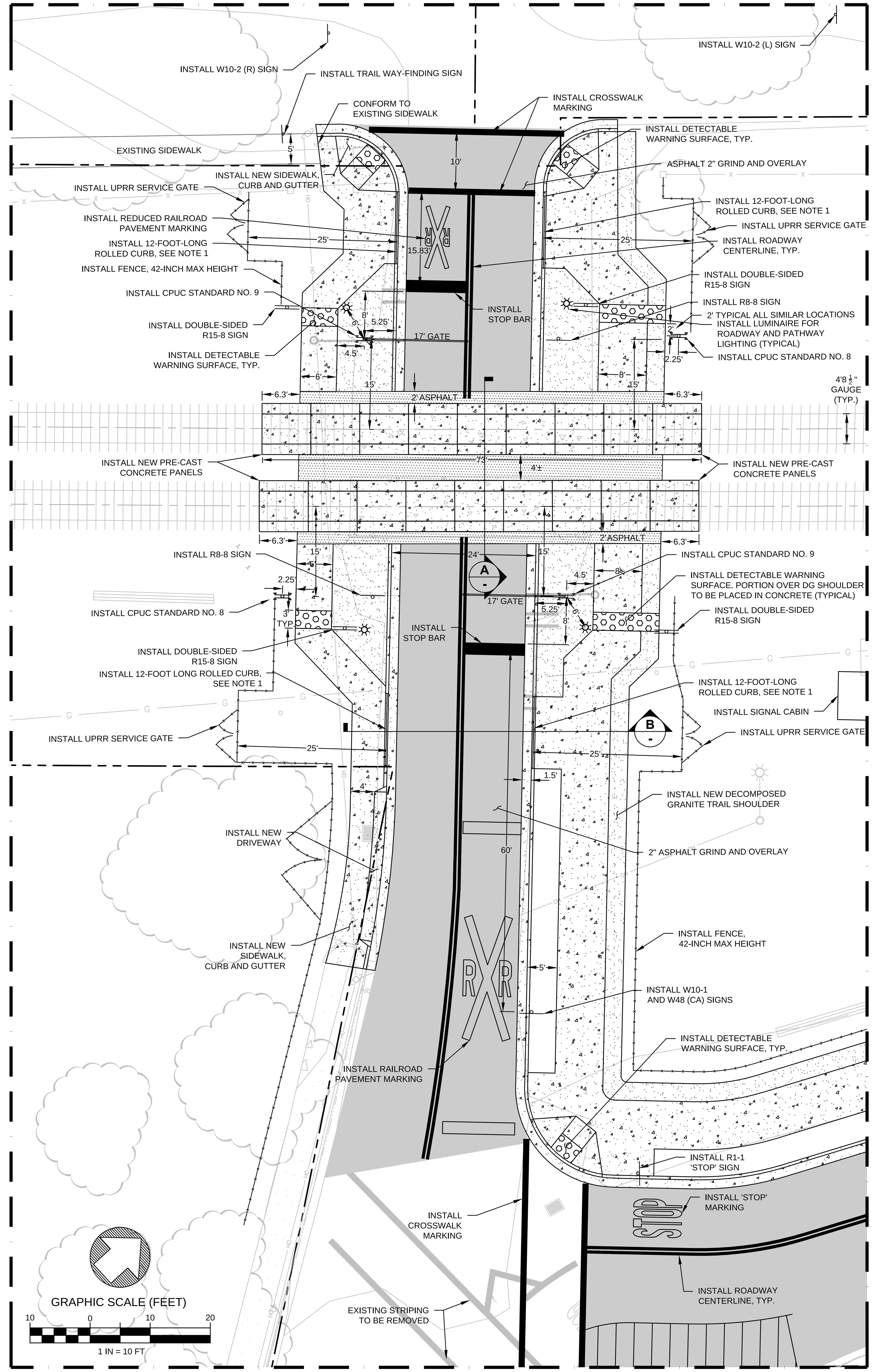
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	FG	FINISHED GRADE
C/L	CENTERLINE	MAX	MAXIMUM
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION	MIN	MINIMUM
DG	DECOMPOSED GRANITE	ROW	RIGHT-OF-WAY
EX	EXISTING	T.R.	TOP OF RAIL
		TYP.	TYPICAL
		UPRR	UNION PACIFIC RAILROAD

LEGEND

- ASPHALT GRIND AND OVERLAY
- CONCRETE
- DIRT
- GRAVEL
- TRACK CENTER LINE
- EXISTING FENCE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING GAS LINE

NOTES:
1. CONCRETE SHALL BE ABLE TO WITHSTAND 80,000 LBS GROSS VEHICLE WEIGHT WHERE UPRR MAINTENANCE VEHICLES MAY TRAVERSE.

DOT 751699M



ENLARGEMENT
SCALE: 1" = 10'

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad’s property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad’s property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body’s employees, or damage to any property or equipment (collectively the “Loss”) that arises from the presence or activities of Political Body’s employees on Railroad’s property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimates.

Material And Force Account Estimate

Estimate Creation Date: 05/28/2024 Number: 148688 Version: 1

Estimate Good Until 05/28/25

Location: MARTINEZ SUB, NO 1, 7-29.95

Buy America: No

Description of Work: PINOLE, CA - TENNENT AVENUE - MP.20.04 - MARTINEZ SUB - DOT# 751699M - WO#73313 - PID# 131472 - 100% RECOLLECTABLE

SIGNAL

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
TENNENT AVE 20.04	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876
	Xing - Dax (Modules And 1000' Cable)	1	EA	9,732.00	5,000	4,732	9,732
	Xing - Dax Cable 1000'	2	EA	6,440.00	8,000	4,880	12,880
TENNENT AVE 20.04	Xing - Flasher/Ped (pair)	1	LS	57,560.00	16,000	41,560	57,560
PPEC ENGR SUPPORT	Xing - Misc.	1	LS	30,000.00	0	30,000	30,000
	Xing - Remove Location	1	LS	2,000.00	2,000	0	2,000
MP.20.45 REMOTE	Xing - Semi-Bi Coupler	2	EA	898.00	0	1,796	1,796
	Xing - Sidelight	1	EA	907.00	0	907	907
	Xing - Track Card (Main and Stand-by) New Cable	2	EA	12,889.00	12,000	13,778	25,778
MP.20.45 REMOTE	Xing - Track Filter/Battery Choke	2	EA	240.00	0	480	480
MP.20.45 REMOTE	Xing - 2 Trk Remote CWE and House	1	EA	75,404.00	21,200	54,204	75,404
	Xing - Engineering Design	1	LS	30,855.00	30,855	0	30,855
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000
	Xing - Fill/Rock/Gravel	1	LS	85,000.00	0	85,000	85,000
	Xing - Meter Service	1	LS	5,000.00	0	5,000	5,000
FEDERAL W/ 228.88%	Xing - Labor Additive	1	LS	363,587.00	363,587	0	363,587
				Sub-Total =	**522,442**	**356,413**	**878,855**
				Totals =	**522,442**	**356,413**	**878,855**

Grand Total = $878,855

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Material And Force Account Estimate
Pinole

Estimate Number: 149028 Version: 1

Standard Rates: **Labor Additive = 283.35%**

Estimate Good Until 06/06/25

Location: MARTINEZ SUB, NO 1, 20.02-20.06

Description of Work: Pinole CA, Tennent Avenue, MP 20.404 Martinez Subdivision, DOT 751699 M

Prepared For:

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	55,318.00	55,318	0	55,318	0	55,318
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	3,713.00	0	3,713	3,713	0	3,713
					Sub-Total =	**55,318**	**5,513**	**60,831**	**0**	**60,831**
TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	146	TF	1,118.31	91,897	71,376	163,273	0	163,273
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	BALAST	BALAST CL1	3	CL	1,862.43	1,358	4,229	5,587	0	5,587
	COMPJT	Transition Rail - 136#	2	PR	8,700.29	9,465	7,936	17,401	0	17,401
	TRACK	136# CWRHH0 24-8-6'PPHWD N 16 TP	174	TF	619.92	67,535	40,331	107,867	0	107,867
					Sub-Total =	**181,705**	**123,873**	**305,578**	**0**	**305,578**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	80	TF	118.05	9,444	0	9,444	0	9,444
	TRACK	Remove Track	240	TF	47.33	11,360	0	11,360	0	11,360
					Sub-Total =	**20,804**	**0**	**20,804**	**0**	**20,804**
SITE WORK - CONTRACT										
		Asphalt	1	LS	20,000.00	0	20,000	20,000	0	20,000
		Traffic Control - Detour Signs & Coordination	1	LS	15,000.00	0	15,000	15,000	0	15,000
		Asphalt: Saw Cut	1	LS	5,000.00	0	5,000	5,000	0	5,000
					Sub-Total =	**0**	**40,000**	**40,000**	**0**	**40,000**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	20,000.00	0	20,000	20,000	0	20,000
					Sub-Total =	**0**	**20,000**	**20,000**	**0**	**20,000**
Total Wgt. in Tons = 1,352					**Totals =**	**257,827**	**189,386**	**447,213**	**0**	**447,213**

Est. Annual Mtc. Cost = $5,512

Grand Total = $447,213

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Pinole will pay actual construction costs at the current rates effective thereof.

EXHIBIT D

TO

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
<u>RIGHT OF ENTRY AGREEMENT</u>

THIS AGREEMENT is made and entered into as of the_______day of______________________, 20______, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and ____, a ______________________ corporation ("Contractor").

RECITALS:

Contractor has been hired by____to perform work relating to____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost __________on Railroad's_____________________________[Subdivision or Branch] [at or near DOT No. _______________located at or near____________, in_______________County, State of_____________, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated___________________between Railroad and___________________________________.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - <u>DEFINITION OF CONTRACTOR</u>.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - <u>RIGHT GRANTED; PURPOSE</u>.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - <u>TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C</u>.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM:______________________	PM:__________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until__________________________, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
____
[Insert mailing address]
____
____
Attn:________________________
Project No. 0209671

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: ______________________________

Title: ______________________________

____
(Name of Contractor)

By: ______________________________

Name: ______________________________

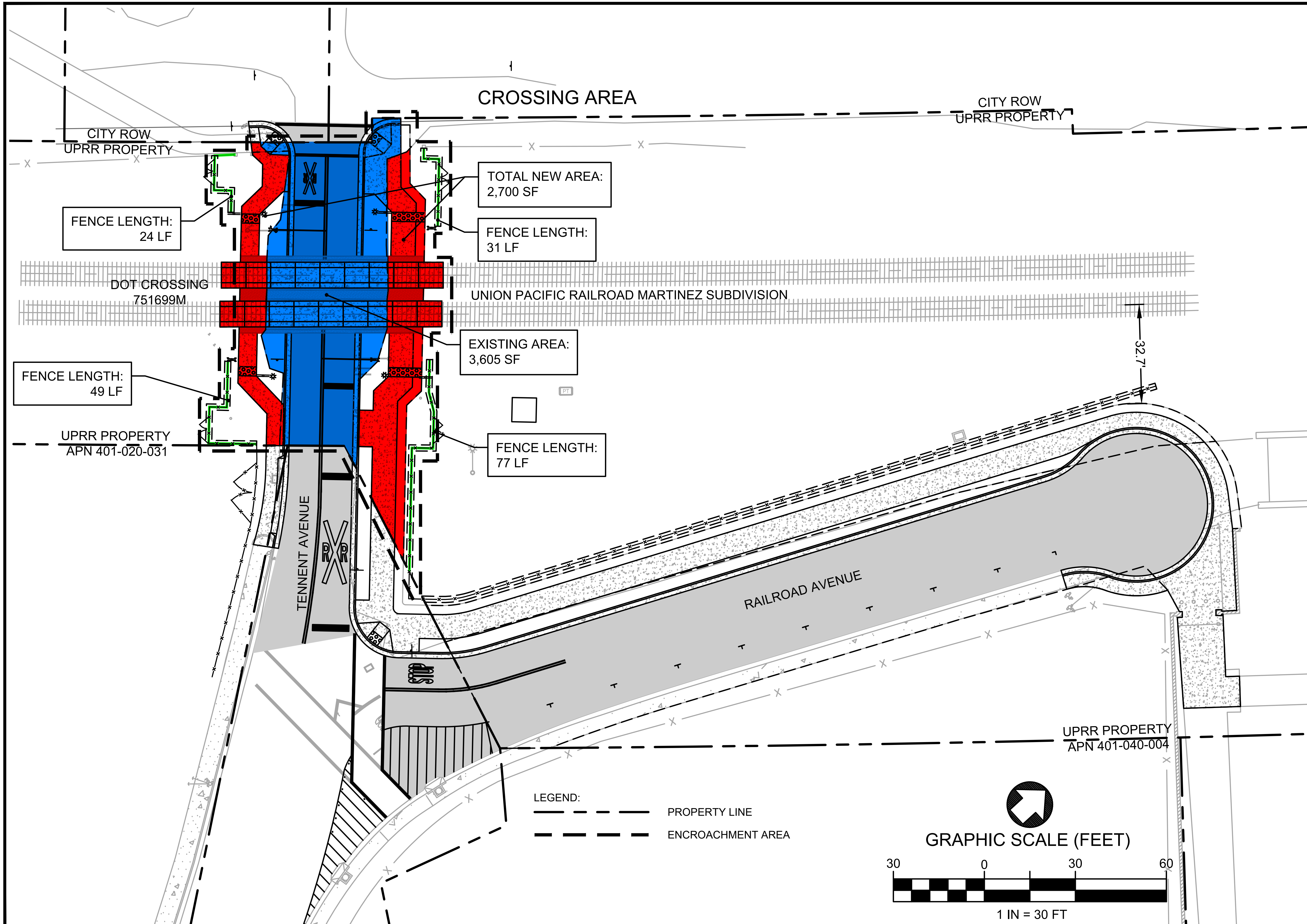
Title: ______________________________

Phone: ______________________________

E-Mail: ______________________________

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



Date: 1.8.2026
Scale: 1" = 30'
Rev 3
Job No. 2130002.30

PEDESTRIAN IMPROVEMENTS
RAILROAD CROSSING TENNENT AVENUE
PINOLE CONTRA COSTA CALIFORNIA

Prepared Under the Direction of:

Engineering
Landscape Architecture
Surveying
Urban Planning

CSW ST2
78 Railroad Ave
Richmond, CA 94801
415.883.9850
CSWST2.com

C:\Users\alisson\appdata\local\temp\AcPublish_16876\XB-04-PPI_Construction&Maintenance.dwg 01/08/2026 - 08:36 AM alisson 1:1

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. **LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. **PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. **SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit E (if applicable) will be the annual signal maintenance fee.

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

UNION PACIFIC BUILDING AMERICA®

FOR PID # 131472
BY THE UNION PACIFIC RAILROAD

STREET	TENNENT AVENUE
TOWN	PINOLE
MILEPOST	20.04
SUBDIVISION	MARTINEZ
AAR/DOT NO.	751699M
WORK ORDER#	73313

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	4	8
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	5	5
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	2	16
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	0	0
GCP/HXP (constant warning device, per track circuit)	15	2	30
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	0	0
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2
TOTAL UNIT COUNT			61
PAVEMENT RESTORATION COSTS			(Actual)
Annual Maintenance Cost at $278.25/Unit			$16,973

*UP supplied Unit Value

May 28, 2024

CITY COUNCIL REPORT

9.G.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: ADOPT RESOLUTION APPROVING “PUBLIC ROADWAY ENCROACHMENT AGREEMENT” BETWEEN THE CITY OF PINOLE AND UNION PACIFIC RAILROAD COMPANY FOR CITY’S CONSTRUCTION OF IMPROVEMENTS IN THE RAILROAD RIGHT-OF-WAY ALONG RAILROAD AVENUE AS PART OF THE TENNENT AVENUE/BAY TRAIL GAP CLOSURE PROJECT (CITY CIP PROJECT NO. RO1902 - UP REAL ESTATE PROJECT NO. 0806493)

RECOMMENDATION

City staff recommends that the City Council adopt the attached Resolution (Attachment A) approving the attached Public Roadway Encroachment Agreement (Attachment B) between the City of Pinole and Union Pacific Railroad Company (UPRR) for the City’s construction of improvements within UPRR’s right-of-way along Railroad Avenue as part of the Tennent Avenue/Bay Trail Gap Closure Project (City CIP Project No. RO1902, and UP Real Estate Project No. 0806493)

BACKGROUND

In 2018, the East Bay Regional Park District completed a trail link to connect Pinole Shores Regional Shoreline to the Bayfront Park and trail. There remains a small gap of about 600 feet across the UPRR tracks and along Railroad Avenue all of which are located within the UPRR right-of-way. CIP Project No. RO1902 Tennent Avenue/Bay Trail Gap Closure Project was initiated in 2019 to establish improvements: (Area 1) Along Tennent Avenue across the UPRR tracks, and (Area 2) On Railroad Avenue to facilitate safe movements of bicyclists and pedestrians in the area.

To advance the Project, the City submitted a funding request to West Contra Costa County Transportation Commission (WCCTC) for Subregional Transportation Mitigation Program (STMP) funds and was awarded $100,000 in 2020.

In February 2021, the City selected a consultant (CSWST2) for planning and engineering services, and to assist city staff in coordinating with UPRR to improve path of travel for pedestrians and bicyclists as they traverse across the tracks from Bayfront Park to rejoin the Bay Trail and the Pinole Creek Trail.

On September 14, 2023, the WCCTC Board approved additional STMP funds for the Tennent Avenue/Bay Trail Gap Closure Project in the amount of $645,000. In addition, the Project was awarded One Bay Area Grant (OBAG) funds in the amount of $1,020,000 for construction of the Project improvements that were initially scheduled to take place in Fiscal Year (FY)

2024/25.

In response to the most recent PW Department application, the City was awarded an additional $700,000 of STMP Cycle 3 funds which was approved by the WCCTC Board on May 22, 2026.

It should also be noted that earlier in 2026, staff submitted funding applications under three additional grant programs, namely the Federal-State Partnership for Intercity Passenger Rail Program, the Railroad Crossing Elimination (RCE) Program, and the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This pursuit for additional grant funds is to supplement the Project construction funds including the added intersection reconfiguration/narrowing of Tennent Avenue/Railroad Avenue.

REVIEW AND ANALYSIS

The Martinez Subdivision is a major north–south rail corridor serving both freight and passenger rail operations. The corridor supports approximately 56 trains per day, including Amtrak Capitol Corridor intercity passenger rail service, which operates between San Jose, Oakland, Sacramento, and Auburn. Passenger trains operate through the Project area at speeds of up to 40 miles per hour. Documented counts show approximately 353 pedestrian trips and 106 bicycle trips per day, with afternoon peak period volumes of 205 pedestrians and 67 cyclists. Pedestrians and bicyclists must currently cross two active mainline railroad tracks without adequate separation, warning devices, or channelization while sharing the roadway with automobiles, resulting in extended exposure to train movements and safety risks.

With the assistance of CSWST2 consultants, city staff coordinated with the UPRR team over the past year and prepared necessary design plans that divide the Tennent Avenue/Bay Trail Gap Closure Project into the following components:

Area 1 –

Improvements to be implemented by the UPRR to eliminate hazardous shared-use conditions by constructing a fully separated, ADA-compliant Class I facility across the two active mainline tracks, supported by pedestrian and vehicle gates, active warning devices, lighting, signage, and fencing. Implementation of these improvements will reduce exposure to train movements, channelize users to a controlled crossing, and bring the facility into compliance with modern rail safety standards. Area 1 improvements and associated agreement are submitted for the City Council consideration and approval under a separate staff report.

Area 2 –

Improvements to be implemented by the City under the attached Public Roadway Encroachment Agreement (Attachment B) between the City of Pinole and UPRR for construction of improvements within the Railroad right-of-way. These improvements include a pedestrian sidewalk and a bicycle path along with signage and marking improvements on Railroad Avenue to provide a connection to the Bay Trail and the Pinole Creek Trail. The improvements will close a critical gap in the nationally recognized San Francisco Bay Trail, thereby improving regional multimodal connectivity and system reliability. Improvements on Railroad Avenue also include improved design of on-street parking, as well as reconfiguration/narrowing of the Tennent Avenue/Railroad Avenue intersection to reduce the pedestrian crossing distance and enhance safety conditions.

The attached Public Roadway Encroachment Agreement (Attachment B) prepared by UPRR requires approval of the City Council including the estimated right-of-way access cost of $141,330.00 to be paid by the City upon execution of the Agreement. General UPRR Methods of Payment are attached (Attachment C).

FISCAL IMPACT

Per the attached Public Roadway Encroachment Agreement between the City and UPRR, the City will be required to pay a right-of-way access cost of $141,330.00 upon the execution of the Agreement. This will allow the City to construct improvements in Area 2 (along Railroad Avenue).

CIP Project No. RO1902 - Tennent Avenue/Bay Trail Gap Closure Project is funded by $1,445,000 STMP funds and $1,020,000 OBAG grant funds. The right-of-way access cost of $141,330.00 will be funded by STMP fund, with no impact on the City's General Fund.

ATTACHMENTS

A. Resolution
B. Public Roadway Encroachment Agreement

RESOLUTION NO. 2026-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING "PUBLIC ROADWAY ENCROACHMENT AGREEMENT" BETWEEN THE CITY OF PINOLE AND UNION PACIFIC RAILROAD COMPANY FOR CITY'S CONSTRUCTION OF IMPROVEMENTS IN THE RAILROAD RIGHT-OF-WAY ALONG RAILROAD AVENUE AS PART OF THE TENNENT AVENUE/BAY TRAIL GAP CLOSURE PROJECT (CITY CIP PROJECT NO. RO1902 - UP REAL ESTATE PROJECT NO. 0806493)

WHEREAS, the Council approved Capital Improvement Plan (CIP) contains the Tennent Avenue/Bay Trail Gap Closure Project (CIP Project No. RO1902); and

WHEREAS, the Tennent Avenue/Bay Trail Gap Closure Project was initiated in 2019 to establish improvements in: (Area 1) Along Tennent Avenue across the UPRR tracks, and (Area 2) On Railroad Avenue to facilitate safe movements of bicyclists and pedestrians in the area; and

WHEREAS, In February 2021, the City selected a consultant (CSWST2) for planning and engineering services, and to assist city staff in coordinating with UPRR on the Project; and

WHEREAS, the Project was awarded $100,000 of STMP funds in 2020, $645,000 of STMP funds in 2023, $1,020,000 of OBAG grant funds in 2023, and $700,000 of STMP funds in 2026; and

WHEREAS, improvements in Area 2 to be implemented by the City under the attached "Public Roadway Encroachment Agreement" (Exhibit A of Resolution) between the City of Pinole and UPRR for construction of improvements within the Railroad right-of-way. These improvements include a pedestrian sidewalk and a bicycle path along with signage and marking improvements on Railroad Avenue to provide a connection to the Bay Trail and the Pinole Creek Trail. Improvements on Railroad Avenue also include improved design of on-street parking, as well as reconfiguration/narrowing of the Tennent Avenue/Railroad Avenue intersection to reduce the pedestrians crossing distance and enhance safety conditions; and

WHEREAS, the attached Public Roadway Encroachment Agreement prepared by UPRR requires approval of the City Council including the right-of-way access cost of $141,330.00 to be paid by the City upon execution of the Agreement. General UPRR Methods of Payment are attached (Exhibit B of Resolution).

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

1- Approve the Public Roadway Encroachment Agreement (Exhibit A) between the City and UPRR to accommodate City's construction of improvements within the Railroad right-of-way in Area 2 along Railroad Avenue with estimated right-of-way access cost of $141,330.00 to be paid by the City upon execution of the Agreement. General UPRR Methods of Payment are attached (Exhibit B).

2- Authorize the City Manager to execute the Public Roadway Encroachment Agreement and associated documents.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of July 2026 by the following vote, to-wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of July 2026.

____

Heather Bell
City Clerk

UP Real Estate Project No.: 0806493

PUBLIC ROADWAY ENCROACHMENT

Railroad Avenue
Martinez Subdivision, Mile Post 20.048 to 20.100
Pinole, Contra Costa County, California

THIS AGREEMENT is entered into as of the _____ day of ________________, 20___ between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the “Railroad or Licensor”), and the **CITY OF PINOLE,** a municipal corporation or political subdivision of the State of California to be addressed at 2131 Pear Street, Pinole, California 94564 (hereinafter “City or Licensee”).

RECITALS:

Presently, the City utilizes the Railroad’s property for the existing public roadway encroachment at Railroad Avenue, located between Mile Post 20.048 to 20.100 on the Railroad’s right of way or premises on the Martinez Subdivision in Pinole, Contra Costa County, California.

City now desires to undertake as its project (the “Project”) the reconstruction and widening of the existing public roadway encroachment for the addition of sidewalks. The encroachment, as reconstructed and widened is hereinafter the “Roadway”.

The Railroad right of way being utilized for the existing public roadway encroachment is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the City to facilitate the reconstruction and widening of the Roadway. The portion of Railroad’s property that the City needs to use in connection with the Roadway (including the right of way being utilized for the existing public roadway encroachment) is shown on the Railroad’s location print marked **Exhibit A** attached hereto and hereby made a part hereof (the “Crossing Area”).

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. RAILROAD GRANTS RIGHT.

For and in consideration of City’s agreement to perform and abide by the terms of this Agreement, including **Exhibit A and Exhibit B**, attached hereto and hereby made a part hereof, the Railroad hereby grants to City the right to reconstruct, maintain, repair, renew and continue to use the Roadway on the Railroad right of way or premises as shown in the **Exhibit A** location print, together with the right of entry, as described in Article 4, to control and remove from the Railroad's right-of-way in the Crossing Area or premises, weeds and vegetation which may obstruct the view of motorists, approaching the premises, to any trains that may also be approaching the premises.

Article 2. **PAYMENT BY CITY OF RIGHT RECEIVED FROM RAILROAD.**

As consideration for the right granted by the Railroad to City under this Agreement, City agrees to pay to the Railroad the sum of **One Hundred Forty-One Thousand Three Hundred Thirty Dollars ($141,330.00)** upon the execution and delivery of this Agreement.

Article 3. **DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Article 4. **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area or premises and any subsequent maintenance and repair work, the City shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement and as described in Ex C; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department

1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0806493

D. If the City own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Article 5. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Article 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Article 7. WORK TO BE PERFORMED BY THE RAILROAD.

A. The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgment may be or become necessary or expedient within the Railroad's right-of-way because of the Project.

B. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Article 8. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and City have executed this Agreement.

(ii) The Railroad has provided to the City Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iii) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Article 9. <u>EFFECTIVE DATE; TERM.</u>

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the City does not commence construction on the portion of the Project or use the Crossing Area located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Article 10. <u>FUTURE PROJECTS</u>

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Article 11. <u>ASSIGNMENT; SUCCESSORS AND ASSIGNS</u>

A. City shall not assign this Agreement without the prior written consent of Railroad.

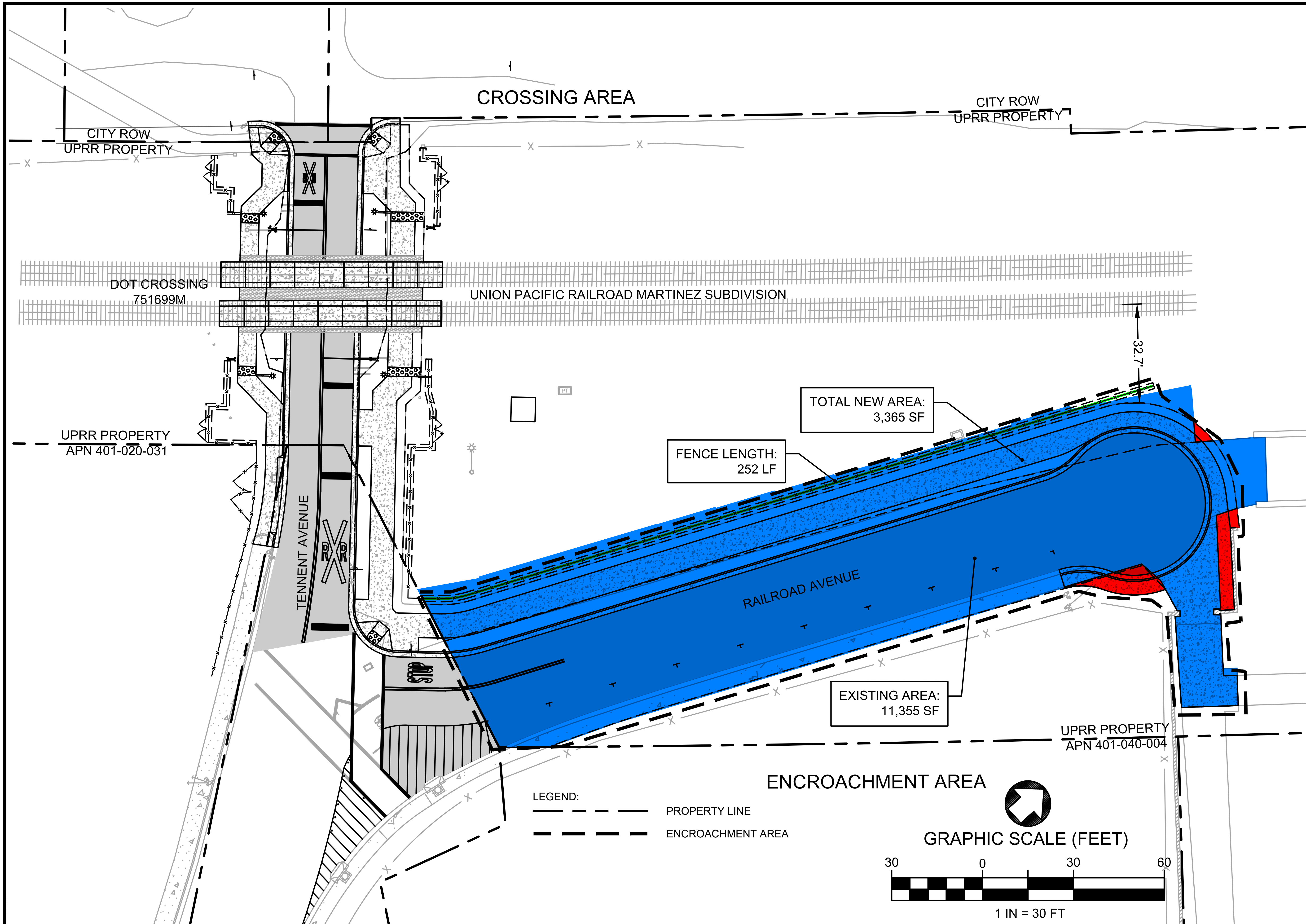
B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	**CITY OF PINOLE**
______________________________	______________________________
Title: ________________________	Title: ________________________

EXHIBIT A

Railroad Location Print



Date: 1.8.2026
Scale: 1" = 30'
Rev 3
Job No. 2130002.30

PEDESTRIAN IMPROVEMENTS
RAILROAD CROSSING TENNENT AVENUE

PINOLE CONTRA COSTA CALIFORNIA

Prepared Under the Direction of:

Engineering
Landscape Architecture
Surveying
Urban Planning

CSW ST2
78 Railroad Ave
Richmond, CA 94801
415.883.9850
CSWST2.com

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EXHIBIT B

SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire railroad right of way, and are also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The Licensee's rights are also subject to all outstanding superior rights (including those in favor of licensees, lessees of said right of way, and others) and the right of the Licensor to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

SECTION 2. MAINTENANCE AND USE.

(a) The Licensee, at its own expense, shall maintain the Roadway and shall keep the rail flangeways clear of obstructions.

(b) The Licensee shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Licensor or other appurtenances shown on Exhibit "A". The Licensee shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Licensor, by law, or by any public authority having jurisdiction. The Licensee shall control vegetation along the right of way on each side of the Roadway so that the Licensee's line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by the Licensee on the right of way shall be done to the satisfaction of the Licensor.

(c) The Licensee shall keep any gate affording access to the Roadway closed and locked at all times except during the time of actual passage through it onto or from the Roadway. The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Licensor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Licensor's property.

SECTION 3. MODIFICATION OR RELOCATION OF ROADWAY.

Whenever the Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Roadway:

(1) the Licensor shall, at the sole expense of the Licensee, modify or move the Roadway; and the appurtenances thereto.

All the terms of this agreement shall govern the continued maintenance and use of the Roadway as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Licensor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee, and/or its contractor, agents and/or employees, on Licensor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

The Licensee assumes the risk of and shall indemnify and hold harmless the Licensor and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all loss, damages, claims, demands, actions, causes of action, costs, attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of the Licensor and of the Licensee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of the Licensee and damage to the roadbed, tracks, equipment or other property of or in the custody of the Licensor and such other railroad companies, as well as other property); or (3) the Licensee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

(a) the construction of the Roadway;

(b) any work done by the Licensee on or in connection with the Roadway;

(c) the use of said Roadway by the Licensee, or the officers, agents, employees, patrons or invitees of the Licensee, or by any other person;

(d) the use of said Roadway by the Licensee's successors or assigns or the officers, agents, employees, patrons or invitees of the Licensee's successors or assigns until the Licensee either complies with the provisions of Section 8 or terminates the agreement as provided in Section 6; or

(e) the breach of any covenant or obligation assumed by or imposed on the Licensee pursuant to this agreement, or the failure of the Licensee to promptly and fully do any act or work for which the Licensee is responsible pursuant to this agreement; regardless of whether such Loss is caused solely or contributed to in part by the negligence of the Licensor, its officers, agents or employees.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this agreement and all rights of the Licensee hereunder. A waiver by the Licensor of a breach by the Licensee of any covenant or condition of this agreement shall not impair the right of the Licensor to avail itself of any subsequent breach thereof.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF ROADWAY.

(a) Upon termination of this agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove said Roadway and restore the premises of the Licensor to a condition comparable to that existing immediately prior to the construction of said Roadway.

(b) In the event of the removal of the Roadway as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

SECTION 8. ASSIGNMENT.

The Licensee shall not assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Licensor. If the Licensee fails to secure the Licensor's consent to any assignment, the Licensee will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Exhibit C
Union Pacific Railroad
Contract Insurance Requirements

Public/Commercial/Industrial/Licensee's Grade Crossing and/or Encroachment

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

D. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

E. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

F. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

G. Prior to entering upon Railroad property, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

H. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

I. The fact that insurance is obtained by Licensee, or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_______day of_______________________, 20______, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and ____, a ______________________ corporation ("Contractor").

RECITALS:

Contractor has been hired by____to perform work relating to____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost ___________on Railroad's________________________________[Subdivision or Branch] [at or near DOT No. ________________located at or near_____________, in________________County, State of_______________, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated____________________between Railroad and______________________________________.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM:______________________

____

____

____

PM:______________________

____

____

____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B.** The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until________________________, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
____
[Insert mailing address]
____
____
Attn:_______________________
Project No. 0806493

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: ________________________________

Title: ________________________________

____
(Name of Contractor)

By: ______________________________

Name: ____________________________

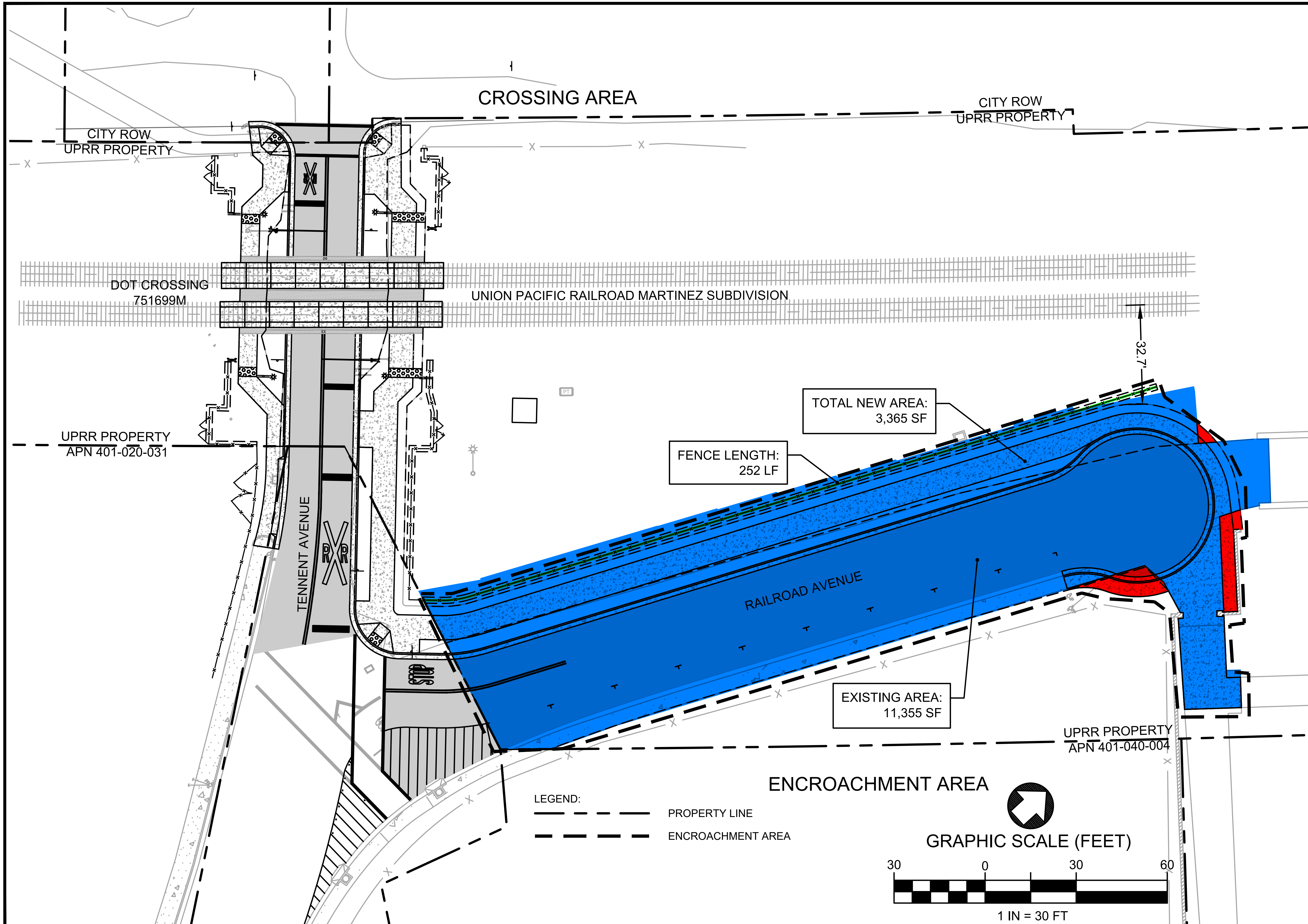
Title: _____________________________

Phone: ____________________________

E-Mail: ____________________________

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



Date: 1.8.2026
Scale: 1" = 30'
Rev 3
Job No. 2130002.30

PEDESTRIAN IMPROVEMENTS
RAILROAD CROSSING TENNENT AVENUE
PINOLE CONTRA COSTA CALIFORNIA

Prepared Under the Direction of:

Engineering
Landscape Architecture
Surveying
Urban Planning

CSW ST2
78 Railroad Ave
Richmond, CA 94801
415.883.9850
CSWST2.com

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. **<u>LIENS</u>.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. **<u>PROTECTION OF FIBER OPTIC CABLE SYSTEMS</u>.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. **<u>PERMITS - COMPLIANCE WITH LAWS</u>.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. **<u>SAFETY</u>.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address (“Railroad’s Safety Standards”) to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

CITY COUNCIL REPORT

9.H.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: ADOPT RESOLUTION APPROVING SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND GHD, INC. FOR DEVELOPMENT OF THE CITY'S ACTIVE TRANSPORTATION PLAN - PROJECT IN2106

RECOMMENDATION

Staff recommend that the City Council approve the attached Resolution (Attachment A) implementing a second amendment to the Consulting Services Agreement between the City and GHD, Inc. for development of the City's Active Transportation Plan (ATP) as follows:

1. Extend the Agreement's Term of Services to September 30, 2026.
2. Increase the Compensation from $218,000 to a not-to-exceed amount of $238,000, an increase of up to $20,000 to be paid at satisfactory update of the ATP.

BACKGROUND

Development of the City's Active Transportation Plan (ATP) was first added to the Capital Improvement Plan (CIP) in 2021 (Project IN2106). On March 7, 2023, the City Council approved a Consulting Services Agreement between the City and GHD, Inc. for development of the City's ATP. The ATP aims to outline strategies and actions that will support and encourage the use of environmentally sustainable modes of travel including walking, cycling, and use of public transit. The consultant's work scope included a review of policies and plans, data collection and analysis, recommend strategies and capital improvement projects, develop concept improvements that incorporate the community's feedback, and develop a cost estimate for the recommended projects.

On June 17, 2025, the City Council approved First Amendment to the Consulting Services Agreement to extend Term of Services and to increase Compensation from the originally approved $188,000 to a not-to-exceed amount of $218,000, an increase of $30,000 paid at satisfactory completion of the ATP.

REVIEW AND ANALYSIS

The Consultant, GHD, Inc., in coordination with City staff conducted the necessary research and data collection, as well as carried out a comprehensive community consultation process including two pop-ups at Peet's Coffee (October 2023) and at the Farmer's Market (November

2023), community workshop held at the Senior Center (July 2024), a project website and interactive map, online survey with 102 responses, internal review by City departments, and four meetings of the Community Engagement Committee (CEC). The developed draft ATP was presented to the City's Traffic and Pedestrian Safety Committee (TAPS) on January 8, 2025. In performing this work, GHD, Inc. invoiced the City and was paid a total of $187,983.19 out of the initial project budget of $188,000.

On June 17, 2025, the City Council approved extending the Consulting Services Agreement and increasing its budget by an additional $30,000, for a total contract budget of $218,000. This First Amendment to the Agreement scoped to complete missing chapters of the draft ATP, and to make necessary revisions resulting from comments by City staff, project stakeholders, and the public.

The draft ATP was revised and currently includes a more comprehensive grid of bicycle facilities of the various classes (Class I/multi-use path, Class II/bike lane, Class III/bike route, and Class IV/protected bike lane or cycle track). Road classifications, abutting land uses, posted speed limits, and community input are some of the factors that were taken into consideration in recommending the various cross-sections and associated multi-modal improvements.

The revised ATP report was approved by the City Council on April 21, 2026. In response to additional comments raised during the Council meeting by East Bay Bike and community members, City Council set the following conditions for the ATP approval:

- Enhance the reference of Bicycle Boulevard as a Class III bikeway with example signage and marking.
- Show on the recommended bikeways map the existing Class III bikeway on Pinole Valley Road between Ellerhorst Street and San Pablo Avenue.
- Reference the more recent update of NACTO 2025 Urban Bikeway Design Guide.
- Reference the Caltrans 2025 Bay Area Bike Plan Update and the 2024 Bicycle Best Practices.
- Conduct a community workshop in July 2026 to supplement the outreach efforts conducted in past years.
- Update the ATP based on the community workshop and bring the updated report for the City Council consideration in September 2026.

The above-listed revisions were applied to the ATP, and the report was posted on the City's website for the community's access and review. In addition, staff scheduled the community workshop to be held on July 23, 2026.

To accommodate the additional revisions that may result from the community workshop, staff recommend extending the duration of the Consulting Services Agreement to end on September 30, 2026, and increasing the project budget by up to $20,000 depending on the extent of revisions, for a new not-to-exceed total amount of $238,000.

FISCAL IMPACT

The additional project budget of $20,000 funded by Measure S fund was recently included in the CIP and approved by the City Council on June 16, 2026.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2026-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GHD, INC. FOR DEVELOPMENT OF THE CITY'S ACTIVE TRANSPORTATION PLAN

WHEREAS, the City of Pinole ("City") adopted a Capital Improvement Plan (CIP) which includes the development of an Active Transportation Plan (Project IN2106); and

WHEREAS, the Active Transportation Plan (ATP) aims to outline strategies and multi-modal infrastructure improvements that will support and encourage the use of environmentally sustainable modes of travel including walking, cycling, and use of public transit; and

WHEREAS, on March 7, 2023, the City Council awarded a Consulting Services Agreement to GHD, Inc. ("Consultant") for development of the City's ATP with a budget amount not-to-exceed $188,000 and ending on March 7, 2025; and

WHEREAS, Consultant in coordination with City staff conducted the necessary research and data collection, community consultation and developed a draft ATP, and expended the project budget while performing this work; and

WHEREAS, on June 17, 2025, the City Council approved extending the Consulting Services Agreement, and increased the budget by an additional $30,000, for a total contract fee of $218,000, to ensure finalization of the ATP; and

WHEREAS, the draft ATP was revised to include a more comprehensive grid of various class bicycle facilities, and to recommend multi-modal improvements considering the road classifications, abutting land uses, posted speed limits, and past community input since the Project inception; and

WHEREAS, on April 21, 2026, the City Council approved the ATP with the conditions listed below; and

- Enhance reference of the Bicycle Boulevard as a Class III bikeway with example signage and marking.
- Show on the recommended bikeways map the existing Class III bikeway on Pinole Valley Road between Ellerhorst Street and San Pablo Avenue.
- Reference the more recent update of NACTO 2025 Urban Bikeway Design Guide.
- Reference the Caltrans 2025 Bay Area Bike Plan Update and the 2024 Bicycle Best Practices.
- Conduct a community workshop in July of 2026 to supplement the outreach efforts conducted in past years.
- Update the ATP based on the community workshop and bring the updated report for the City Council consideration in September 2026.

WHEREAS, all aforementioned revisions were applied to the ATP and the report was posted on the City's website for public access, and staff scheduled the community workshop on July 23, 2026; and

WHEREAS, to accommodate the additional revisions that may result from the community workshop, there is a need to extend duration of the Consulting Services Agreement to September 30, 2026, and to increase its budget by up to $20,000 depending on the extent of revisions for a new not-to-exceed total amount of $238,000.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve a second amendment to the Consulting Services Agreement with GHD, Inc., and authorize the City Manager to execute the amendment in a form approved by the City Attorney to:

1- Extend the Term of Services to end on September 30, 2026.
2- Increase the Compensation from $ 218,000 to a not-to-exceed amount of $238,000, an increase of up to $20,000 to be paid at satisfactory update of the ATP.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of July 2026 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 7th day of July 2026.

____

Heather Bell
City Clerk

CITY COUNCIL REPORT

9.I.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: ADOPT RESOLUTION APPROVING CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND MCGUIRE AND HESTER FOR IMPLEMENTATION OF PHASE 1 OF FISCAL YEAR 2026/27 ROAD REHABILITATION PROJECT (CIP PROJECT # RO2301)

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution (Attachment A) approving the Construction Services Agreement between the City and McGuire and Hester (Attachment B) for implementation of Phase 1 of Fiscal Year 2026/27 Road Rehabilitation Project (CIP Project # RO2301).

BACKGROUND

The Council approved Capital Improvement Plan (CIP) contains the annual Road Rehabilitation Project (CIP Project # RO2301). Implementation of Phase 1 of Fiscal Year (FY) 2026/27 Road Rehabilitation Project is scheduled to commence in July 2026, subject to Council approval. Improvements under Phase 1 of the Project include the following:

- Slurry Seal of Pinole Valley Road between the Pinole Creek bridge at the southerly limit and Simas Avenue as the northerly limit, including enhancements to signage and pavement markings and the construction of 18 new ADA-compliant curb ramps.
- Addition of flat-topped speed humps across Pinole Valley Road at the pedestrian crossings at Wright Avenue, Simas Avenue, and Monte Verde Drive.
- Slurry seal of Marlesta Road between Appian Way and Jones Avenue, including construction of 4 new ADA-compliant curb ramps.
- Grind and overlay of Shea Drive between Pinole Valley Road and Sarah Drive, including removal and replacement of the parabolic speed humps and construction of 4 new ADA-compliant curb ramps.

The Request for Bids (RFB), including the Project plans and specifications, was published on OpenGov on May 15th by 5:00 PM with bids opening on June 8th at 3:00 PM.

REVIEW AND ANALYSIS

In response to the City's RFB, five bids were received as follows:

BIDDERTOTAL	BASE BID
Rapid Grading	$1,821,822.61
Radius Earthwork	$1,716,447.50
Ghilotti Bros of San Rafael	$1,789,237.00
McGuire and Hester	$1,656,347.00
Ghilotti Bros of Santa Rosa	$1,857,308.36

Staff reviewed all bids based on multiple elements including the base bid cost, consistency with the bid requirements, contractor's experience with similar work, and securing the insurance and bond requirements. Based on the conducted bid review, staff recommend selection of the lowest and compliant construction bid submitted by McGuire and Hester in the amount of $1,656,347.00. This is in addition to 20% to accommodate potential change orders and contingency in the amount of $331,269.40, for a total contract amount of up to $1,987,616.40. The draft Construction Services Agreement between the City and McGuire and Hester is attached for the City Council review and approval.

It should also be noted that Phase 2 of the Road Rehabilitation Project planned to implement rubberized pavement on several local and collector residential streets is planned for the months of July through September including the bid process and City Council approval.

FISCAL IMPACT

Phases 1 & 2 of the FY 2026/27 Road Rehabilitation Project (CIP Project # RO2301) has a total budget of up to $4,207,088 consisting of Gas Tax ($2,000,000 – Fund 200), Measure J ($1,250,000 – Fund 215), STMP grant ($60,000 – Fund 325), CalRecycle grant ($47,088 – Fund 325), and Vehicle Impact Fees ($400,000). This is in addition to supplemental City Street Improvements fund (Fund 325) under Project # RO2506 – Traffic Calming Program (up to $200,000), Project # 2504 – Pavement Signage and Marking Upgrades (up to $100,000), and by Project # RO2501 – Accessibility Improvements (up to $150,000).

Implementation of Phase 1 of the Road Rehabilitation Project covered by the attached Construction Services Agreement between the City and McGuire and Hester amounts to a total of up to $1,987,616.40 including the base bid of $1,656,347.00 in addition to a 20% in the amount of $331,269.40 to accommodate potential change orders and contingency. Phase 1 of the Project will be mainly funded by Gas Tax as previously reported to the Metropolitan Transportation Commission (MTC).

ATTACHMENTS

A. Resolution
B. McGuire and Hester Construction Services Agreement

RESOLUTION NO. 2026-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND McGUIRE AND HESTER FOR IMPLEMENTATION OF PHASE 1 OF FISCAL YEAR 2026/27 ROAD REHABILITATION PROJECT (CIP PROJECT # RO2301)

WHEREAS, the Council approved Capital Improvement Plan (CIP) contains the annual Road Rehabilitation Project (CIP Project # RO2301); and

WHEREAS, Fiscal Year (FY) 2026/27 Road Rehabilitation Project has Phases 1 and 2 planned; and

WHEREAS, Phase 1 of the Road Rehabilitation Project contains: (a) Slurry Seal of Pinole Valley Road between the Pinole Creek bridge at the southerly limit and Simas Avenue as the northerly limit including enhancements to signage and pavement markings and the construction of 18 new ADA compliant curb ramps, (b) Addition of flat-topped speed humps across Pinole Valley Road at the pedestrian crossings at Wright Avenue, Simas Avenue, and Monte Verde Drive, (c) Slurry seal of Marlesta Road between Appian Way and Jones Avenue, including construction of 4 new ADA compliant curb ramps, and (d) Grind and overlay of Shea Drive between Pinole Valley Road and Sarah Drive, including removal and replacement of the parabolic speed humps and construction of 4 new ADA compliant curb ramps; and

WHEREAS, Phase 2 of the Road Rehabilitation Project is planned to implement rubberized pavement on several local and collector residential streets to be pursued in future months; and

WHEREAS, a Request for Bids (RFB), including the Project plans and specifications, for construction of Phase 1 of the Road Rehabilitation Project was published on OpenGov on May 15th with bids opening taking place on June 8th; and

WHEREAS, five bids were received with a base bid ranging between $1,656,347.00 and $1,857,308.36; and

WHEREAS, staff reviewed all bids based on multiple elements including the base bid cost, consistency with the bid requirements, contractor's experience with similar work, and securing the insurance and bond requirements; and

WHEREAS, based on the conducted bid review, staff recommend selection of the lowest and responsive construction bid submitted by McGuire and Hester in the amount of $1,656,347.00. The associated Construction Services Agreement has additional Compensation of up to 20% ($331,269.40) to accommodate potential change orders and contingency, for a total contract amount of up to $1,987,616.40 mainly funded by Gas Tax Fund (Fund 200).

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

1- Approve the Construction Services Agreement (Exhibit A of Resolution) between the City and McGuire and Hester for implementation of Phase 1 of the Road Rehabilitation Project (CIP Project # RO2301) in the total contract amount of up to $1,987,616.40 including a 20% added to the base bid to accommodate potential change orders and contingency.

2- Authorize the City Manager to execute the Construction Services Agreement between the City and McGuire and Hester and other associated documents.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of July 2026 by the following vote, to-wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of July 2026.

____

Heather Bell
City Clerk

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND McGUIRE AND HESTER

Project: RO2301 – Pavement Rehabilitation

This agreement for Construction Services ("Agreement") is entered into on July 10, 2026 between the CITY OF PINOLE, a municipal corporation, with offices located at 2131 Pear Street, Pinole, California ("City") and McGUIRE AND HESTER. ("Contractor") (together sometimes referred to as the "Parties").

WITNESSTH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference; and

WHEREAS, City desires to contract with Contractor to perform the construction services detailed in this Agreement; and

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. <u>CONTRACT DOCUMENTS.</u> Contractor is required to submit a project schedule within (5) days of signing of the Agreement with a start date including a pre-construction meeting immediately following issuance of the Notice to Proceed.
The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. The General Conditions shall mean and refer to the current General Conditions of the City which are incorporated herein by this reference as if set forth herein. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Required Federal-Aid Contract Language (For Local Assistance Construction Projects) (Includes Form FHWA-1273 from Bid Documents), and Exhibit B Minimum Wage Rates (Federal and State Prevailing Wage Rates from Bid Documents.)

1.1 <u>NOTICE TO PROCEED.</u> The Notice to Proceed will be issued within (5) workdays of the fully signed and executed Agreement, provided that City has received all documentation including bonds from Contractor.

2. <u>AGREEMENT CONTROLS.</u> In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

3. <u>INDEPENDENT CONTRACTOR.</u> It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever for or against the City.

4. **ASSIGNMENT.** This Agreement may not be assigned by Contractor, in whole or in part, without prior written consent of the City.

5. **TERMINATION.** This Agreement may not be canceled by the City at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, the City shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. **SCOPE OF CONTRACT.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

Project Name: Pavement Rehabilitation

Project No.: RO2301

7. **CONTRACT AMOUNT AND PAYMENTS.** The City agrees to pay and Contractor agrees to accept, in full payment for the above work, One Million Six Hundred Fifty-Six Thousand and Three Hundred Forty-Seven Dollars ($1,656,347.00) including a Ten Percent (10%) Retention, as stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions; in addition to 20% to accommodate potential change orders and contingency in the amount of $331,269.40, for a total contract amount of up to $1,987,616.40.
Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

8. **PROGRESS AND FINAL PAYMENTS.** Progress and final payments shall be in accordance with the General Conditions.

9. **RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.** When, under the provisions of this Contract, the City is authorized to charge against Contractor, the City may deduct and retain the amount of Ten Percent (10%) from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from the City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

10. **TIME OF COMPLETION.** The entire work shall be completed to the satisfaction of the City within Sixty (60) working days, commencing on the date of issuance of the Notice to Proceed. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

11. **PROJECT SITE.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability, therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor, therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks, or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

12 INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

12.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars ($1,000,000.00) per accident.

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12.2 General Liability Insurance. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.

a) Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
b) Claims-made coverage is not acceptable.
c) The limits of liability shall not be less than:

Each occurrence:	TWO Million Dollars ($2,000,000)
Products & Completed Operations:	One Million Dollars ($1,000,000)
Personal & Advertising Injury:	One Million Dollars ($1,000,000)

d) If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
e) If any products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
f) If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

12.3 **Automobile Liability Insurance.** Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

a) Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
b) The limits of liability per accident shall not be less than:
Combined Single Limit One Million Dollars ($1,000,000)

If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

12.4 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

12.5 **All Policies Requirements.**

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

12.5.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

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

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

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

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

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

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

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

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

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

12.6 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

13 **NO WAIVER OF REMEDIES**. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

14 **DETERMINATION OF DAMAGES**. The actual fact of the occurrences of damages and the actual number of damages which the City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and it is impracticable and extremely difficult to fix the actual damages. Damages which the City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he/she understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that number of damages sustained by the failure of Contractor to complete the entire work within the times specified.

15 **LIQUIDATED DAMAGES**. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be One Thousand Dollars ($1,000) for each **Calendar Day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's delay.

16 **TERMINATION AFTER ALLOTED WORKING OR CALENDAR DAYS**. In addition to any rights it may have, the City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to the City for liquidated damages for all periods of time beyond such termination date until the work is completed.

17 **CONTRACT BANKRUPT.** If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1-15 of the General Conditions. The City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

18 **PERFORMANCE AND PAYMENT BONDS.** The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of the Contractor.

a) One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
b) The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Bonds shall only be accepted from an "Admitted surety insurer," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

All bonds submitted shall include the following:

1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

19 **SUBSTITUTION OF SECURITIES OF MONEY WITHELD**. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

20 **GENERAL LIABILITY OF THE CONTRACTOR.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

21 **AUTHORITY OF THE CITY.** The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

Any plan or method suggested to the Contractor by the ENGINEER, or any of the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

22 **RESPONSIBILITY OF THE CONTRACTOR** The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

23 **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in this Section as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

24 LEGAL REQUIREMENTS.

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

24.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

24.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

24.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

24.5 **Work Requiring Payment of Prevailing Wages.** The City affirmatively identifies this project as a "public work" as that term is defined by California Labor Code § 1720, and the project is, therefore, subject to prevailing wages under California Labor Code § 1771. In accordance with California Labor Code § 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

24.6 **Unfair Competition.** The following provision in included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

24.7 **INCIDENTAL BENEFICIARIES.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

25 MODIFICATION.

25.1 **Amendments.** Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

25.2 **Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

25.3 **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

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

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

25.5.1 Immediately terminate the Agreement;

25.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

25.5.3 Retain a different Contractor to complete the Services not finished by Contractor; or

25.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor if Contractor had completed the Work.

26 KEEPING AND STATUS OF RECORDS.

26.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

26.2 Contractor's Books and Records. Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

26.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer, or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

27 MISCELLANEOUS PROVISIONS.

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

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

27.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

27.4 Binding. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of the City in the same manner as if such parties had been expressly named herein.

27.5 Survivorship. Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

27.6 No Implied Waiver of Breach. In the event that either the City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

27.7 **Contract Administration.** This Agreement shall be administered by the Public Works Director Heba El-Guindy or her designee, who shall act as the City's representative. All correspondence shall be directed to or through the Public Works Director.

27.8 **Notices.** Any written notice to Contractor shall be sent to:

Bruce W. Daseking, Vice President
McGuire and Hester
9009 Railroad Ave
Oakland, CA 94603

Any written notice to City shall be sent to:
Heba El-Guindy, Public Works Director
City of Pinole
2131 Pear Street
Pinole, CA 94564

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

27.10 **Authority to Execute.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

27.11 **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

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

CITY OF PINOLE	McGUIRE AND HESTER
______________________________	______________________________
Naomi Kelly, City Manager	Bruce W. Daseking, Vice President
Dated: _________________________	Dated: _________________________

Approved as to Form:

____
Eric Casher. City Attorney

Dated: ___________________________

Attested By:

____
Heather Bell, City Clerk

Dated: ___________________________

EXHIBIT A

Bidder: McGuire and Hester

BID SCHEDULE
FY 2025/26 ROAD REHABILITATION

#	Description	Quantity	Unit	Unit Cost ($/Unit)	Cost ($)
1	Mobilization	1	NTE	$ 160,000.00	$ 160,000.00
2	Traffic Control	1	NTE	$ 152,000.00	$ 152,000.00
3	Construction Survey	1	LS	$ 11,550.00	$ 11,550.00
4	Remove Existing Speed Hump	3	EA	$ 800.00	$ 2,400.00
5	Cold Plane Existing Asphalt Concrete Pavement 2-Inches Uniform Depth	91,340	SF	$ 0.50	$ 45,670.00
6	Construct 2-Inch Thick Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G) Overlay.	1,110	TN	$ 195.00	$ 216,450.00
7	Construct Slurry Seal Type II with 2.5% Latex	216	ELT	$ 282.00	$ 60,912.00
8	Crack Seal All Cracks With 0.25-Inch Wide Or Greater And Herbicide	1	LS	$ 33,300.00	$ 33,300.00
9	Remove AC, AB, And Subgrade Construct 6-Inch Asphalt Concrete Over 12-Inch Relative Compacted Native	17,530	SF	$ 14.00	$ 245,420.00
10	Remove And Construct Curb Ramp Per Caltrans STD A88A, Case Per Plan	29	EA	$ 8,500.00	$ 246,500.00
11	Construct Speed Hump Per CCCSP STD Plan CA55	3	EA	$ 5,600.00	$ 16,800.00

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12	Construct Raised AC Crosswalk Per Detail	3	EA	$ 13,600.00	$ 40,800.00
13	Remove and Construct 4-Inch Thick PCC Sidewalk Per Caltrans STD A88A	380	SF	$ 32.00	$ 12,160.00
14	Remove and Construct Modified Curb And Gutter Per Detail On Plan	100	LF	$ 230.00	$ 23,000.00
15	Install Caltrans Type 18-8C Grate Per STD D778	100	LF	$ 250.00	$ 25,000.00
16	Install Cast-In Place Truncated Domes Per Caltrans STD Plan A88A	3	EA	$ 1,000.00	$ 3,000.00
17	Adjust Manhole Frame and Cover to Grade	13	EA	$ 1,250.00	$ 16,250.00
18	Adjust Water Valve to Grade	10	EA	$ 900.00	$ 9,000.00
19	Adjust Pull Box to Grade	2	EA	$ 400.00	$ 800.00
20	Re-establish Monuments, Centerline Ties, Corner Ties, And Any Other Survey Markers	1	LS	$ 36,500.00	$ 36,500.00
21	Install sign and/or post	79	EA	$ 340.00	$ 26,860.00
22	Remove sign and/or post	25	EA	$ 125.00	$ 3,125.00
23	Install Detail 2 (Thermo)	350	LF	$ 2.50	$ 875.00
24	Install Detail 22 (Thermo)	7,050	LF	$ 5.00	$ 35,250.00
25	Install Detail 29 (Thermo)	200	LF	$ 8.00	$ 1,600.00
26	Install Detail 38 (Thermo)	150	LF	$ 4.00	$ 600.00

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27	Install Detail 39 (Thermo)	12,700	LF	$ 2.00	$ 25,400.00
28	Install 12" White Line (Thermo)	150	LF	$ 12.00	$ 1,800.00
29	Install White Continental Crosswalk per Detail on plan (Thermo)	950	LF	$ 24.00	$ 22,800.00
30	Install Yellow Continental Crosswalk per Detail on plan (Thermo)	580	LF	$ 24.00	$ 13,920.00
31	Install Pavement Markings (Thermo)	1,400	SF	$ 15.00	$ 21,000.00
32	Install Green-Backed Bike Lane per Detail "A" (Green MMA, Non-Skid)	37	EA	$ 1,635.00	$ 60,495.00
33	Install Green Bike Lane Skips per Detail "B" (Green MMA, Non-Skid)	1,850	LF	$ 25.00	$ 46,250.00
34	Install Speed Table Striping per Detail "C" (Thermo)	3	EA	$ 615.00	$ 1,845.00
35	Install Speed Hump Striping and Advance Speed Hump Striping per Detail "D" and Detail "E" (Thermo)	3	EA	$ 1,385.00	$ 4,155.00
36	Paint Curb Markings (Two-Coats)	560	LF	$ 6.00	$ 3,360.00
37	Remove Traffic Stripe and Pavement Markings	1	LS	$ 29,500.00	$ 29,500.00
				TOTAL BASE BID	$ 1,656,347.00

Note: In case of error in extension of price into the total price column, the unit price will govern.

Bidder: McGuire and Hester

The basis of award for this project is the total cost of the Base Bid Schedule only.

McGUIRE AND HESTER

Total Amount of Bid (written in words) is: ONE MILLION SIX HUNDRED FIFTY - SIX

THOUSAND THREE HUNDRED FORTY - SEVEN Dollars and

_______________ Cents.

In the event of discrepancy between words and figures, the words shall prevail.

$ 1,656,347.00

Figures

Address of Bidder 9009 Railroad Avenue

Signature of Bidder
Bruce W. Daseking, Vice President

City Oakland, CA 94603

Name of Bidder (Print) McGuire and Hester

Telephone Number of Bidder 510 632-7676

Fax Number of Bidder 510 562-5209

Contractor's License Number 95879

License's Expiration Date 11/30/2027

Addendum Acknowledgement

Addendum No. 1 Signature Acknowledging Receipt: NONE Date:_______________

Addendum No. 2 Signature Acknowledging Receipt: Date:_______________

Addendum No. 3 Signature Acknowledging Receipt: Date:_______________

Addendum No. 4 Signature Acknowledging Receipt: Date:_______________

CITY COUNCIL REPORT

12.A.

DATE: JULY 7, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov

SUBJECT: HOUSING SUCCESSOR FUND POLICY RECOMMENDATIONS AND EVALUATION OF AN IN-LIEU FEE ALTERNATIVE TO THE INCLUSIONARY HOUSING REQUIREMENT

RECOMMENDATION

Staff recommends the City Council receive an introductory report on the Partnership for the Bay's Future Housing Successor Fund Policy Guidebook and Evaluation of an In-Lieu Fee Alternative to Inclusionary Housing, including engagement efforts, preliminary findings, and staff requests for feedback

BACKGROUND

Program 7 of the City of Pinole's 2023–2031 Housing Element directs the City to develop a Housing Successor Low- and Moderate-Income Housing Asset Fund Policy. This policy is intended to set priorities for the use of Housing Successor funds and to evaluate the feasibility of an in-lieu fee as an alternative to the City's inclusionary housing requirement.

Pinole serves as the Housing Successor to the former Redevelopment Agency dissolved in 2012. Under Health & Safety Code Sections 34176–34176.1, Housing Successor funds may be used for administrative costs, homeless prevention and rapid rehousing services, and affordable housing development benefiting households earning up to 80 percent AMI.

In 2024, the City, together with the Northern California Land Trust (NCLT) and the Richmond Community Foundation, was selected for the Partnership for the Bay's Future (PBF) Fellowship. A full-time Housing Fellow began work in early 2025 to support implementation of Housing Element programs, including development of the Policy Guidebook.

REVIEW AND ANALYSIS

Housing Production Context

The Policy Guidebook is informed by the City's recent housing progress, which has been significant. Between 2021 and 2025, Pinole constructed 339 new homes, representing a 5 percent increase over its 2021 housing stock. Notably, 262 of these units—approximately 77 percent—are affordable to very low-, low-, or moderate-income households. Two major affordable developments, Vista Woods (179 units) and Valor Village (33 units), have been completed, with several other large projects underway or in plan check (e.g., Appian Village) and entitled for devleopment (e.g., Pinole Vista at 1500 Fitzgerald and BCRE at 2801 Pinole

Valley Road).

As of 2025, the City is approximately 38 percent through the 6th RHNA planning cycle and has achieved 20 percent of its overall RHNA allocation, including 24 percent of very low-income units and 17 percent of low-income units. These figures will increase substantially as active construction projects reach completion; for example, the first phase of Appian Village will raise overall RHNA attainment to over 51 percent. This strong performance reflects ongoing development interest, steady implementation of Housing Element programs, and meaningful affordable housing production.

The City also received a certified Housing Element in 2023, continues to submit timely Annual Progress Reports, earned Pro-Housing designation from HCD, and was awarded $650,000 in Pro-Housing Incentive Program funds in early 2024. These milestones demonstrate a high level of compliance and capacity, strengthening the City's position for funding and partnership opportunities.

Homelessness and Housing Stability Considerations

For the first time, the City now has more detailed data on residents experiencing homelessness through its contract with the Coordinated Outreach Referral and Engagement (CORE) Team. During FY 2025–26, CORE engaged with 44 unduplicated individuals experiencing homelessness in Pinole. A significant majority—84 percent—had prior roots in the community, 75 percent reported a disabling condition, and 68 percent were experiencing homelessness for the first time. This information underscores the need for housing stability and homelessness prevention programs, which are eligible uses of the Housing Successor Fund and represent an important element of the Policy Guidebook.

Evaluation of an In-Lieu Fee Alternative

Program 7 calls for the City to evaluate the feasibility of an in-lieu fee alternative to the City's inclusionary housing requirement. To conduct this analysis, the City retained RSG under their existing Affordable Housing contract to study feasible fee levels across several development prototypes. The analysis found that while fee levels between $9 and $25 per square foot for ownership units and $12 to $49 for rental units would be financially feasible for developers, these fees would not generate sufficient revenue to develop an equivalent number of affordable units.

Based on the feasibility study, even at the highest fee levels considered financially feasible for developers, the revenues generated by an in-lieu fee would fall far short of what would be necessary to construct an equivalent number of affordable units. For example, the Appian Village project, a 154-unit for-sale condominium development with homes ranging from 1,250 to 1,820 square feet, would generate between approximately $2.8 million and $7.7 million in in-lieu fees depending on the fee level applied. Under the City's inclusionary housing requirements, Appian Village is proposing to provide 31 affordable ownership units on site, consisting of 23 moderate-income units and 8 low-income units.

Similarly, the Pinole Vista project, a 223-unit rental development with an average unit size of 1,500 square feet, would generate between roughly $4 million and $16.4 million under the feasible fee range. Under the City's inclusionary housing requirements, Pinole Vista is proposing 27 affordable rental units, including 14 very low-income units and 13 low-income units.

Given that the cost to construct a single affordable unit in the Bay Area commonly ranges from approximately $600,000 to more than $900,000 per unit, the amount of revenue that could be generated from an in-lieu fee at feasible levels would not come close to replacing the required affordable units within projects of this scale. This analysis reinforces the conclusion that an in-lieu fee is not an effective policy tool for larger developments in Pinole.Based on these findings, staff does not recommend pursuing an in-lieu fee for larger developments.

However, following direction from the Planning Commission, staff evaluated whether an in-lieu fee might be feasible and constructive if applied only to very small developments of 10-units and under. Replacing the existing exemption for projects with fewer than four units with a model applicable to developments with fewer than ten units could better support missing-middle housing, while also generating limited revenue from smaller projects without undermining on-site production in larger ones. Should the Council support the Guidebook's direction, staff would return with implementing ordinances and resolutions.

<u>Policy Guidebook Program Areas</u>

The Policy Guidebook organizes programs and initiatives into three categories—Active, Prepared, and Emerging—to provide clarity regarding which items are already underway, which are ready for implementation, and which are recommended for further study.

The City currently supports several ongoing initiatives using the Housing Successor Fund. This include the annual CORE Team contract for homelessness engagement. The Guidebook also includes the Home Match program, which pairs residents with spare rooms with individuals seeking affordable housing options in the community.

Several programs are fully developed and ready for implementation upon Council approval of the Guidebook. These include the proposed under-10-unit in-lieu fee model and the Tenant Retention Program, which would establish a $25,000 annual contribution to the Contra Costa County Housing Security Fund to support residents at risk of losing their housing.

In addition, the Guidebook identifies several emerging initiatives, including potential development of a downpayment assistance program, opportunities to partner with community land trusts, expanded staffing capacity to support Housing Successor Fund administration, and exploration of broader tenant protection ordinances such as rent stabilization, just cause eviction protections, and right to legal counsel. These initiatives are not funded through the Housing Successor Fund but represent longer-term policy pathways aligned with community needs and Housing Element direction.

<u>Fair Housing and Geographic Prioritization</u>

The Guidebook incorporates a review of the City's affirmatively furthering fair housing (AFFH) obligations. As required by Program 7, it prioritizes directing at least half of affordable housing resources to higher opportunity areas of the City, particularly in eastern Pinole, where educational and environmental conditions provide greater access to opportunity. This prioritization helps ensure that future Housing Successor investments support equitable outcomes.

<u>Conclusion</u>

Staff requests direction from the City Council on the preliminary findings and policy considerations presented in the draft Housing Successor Fund Policy Guidebook and Draft In-Lieu Fee Study. Staff will continue to refine the document with community and stakeholder engagement and return to the Council in Fall 2026 with a final Policy Guidebook package and any recommended implementing actions.

FISCAL IMPACT

There is no fiscal impact associated with receiving this report or providing direction. Approximately $60,000 has been expended to conduct the study to evaluate the feasibility of an in-lieu fee and develop the Policy Guidebook, funded entirely through the Housing Successor Low- and Moderate-Income Housing Asset Fund. The Partnership for the Bay's Future grant has also provided staff capacity and technical support through the Housing Fellow and NCLT. No General Fund resources are required.

ATTACHMENTS

A. Pinole In-Lieu Fee Study for 7-7-26
B. Housing Asset Fund Policy Guidebook [draft]

Inclusionary Housing
In-Lieu Fee Analysis
DRAFT

CITY OF PINOLE

May 21, 2026

RSG, INC.

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EXECUTIVE SUMMARY

RSG, Inc. ("RSG") prepared this Inclusionary Housing In-Lieu Fee Analysis ("Analysis") for the City of Pinole ("City") to support the implementation of Program 7 in the City's 2023-2031 Housing Element ("Housing Element"). The Analysis reviews potential modifications to the City's Inclusionary Housing Ordinance ("Ordinance"), which the City Council adopted in 2010 to promote achievement of the City's General Plan Housing Element goals for affordable housing.

In broad terms, the existing Ordinance, which added Chapter 17.32 to the City's Municipal Code, requires developers to restrict at least 15% of total housing units to affordable households in residential developments of four or more dwelling units. For rental housing, developers must restrict at least 40% of the affordable units to Very Low-income households, and the remainder must be affordable to Low-income households[1]. For ownership housing, developers must restrict 100% of the affordable units to Moderate-income households. Developers can fulfill the requirements of the Ordinance by providing affordable units on- or off-site. The City does not currently offer any other options to satisfy to requirements.

The City's 2023-2031 Housing Element Program 7 specifies a Quantified Objective to create an in-lieu fee alternative to on-site or off-site unit production. The City seeks to offer an in-lieu fee to provide flexibility to housing developers and to create a new funding source for affordable housing projects. The City would deposit in-lieu fees to a new Inclusionary Housing Fund. The fund would be utilized to produce affordable housing projects on an ongoing basis by offering grants or loans to developers who can leverage other regional, state, and federal funding sources to produce a greater number of affordable housing units.

To evaluate the feasibility of an in-lieu fee, RSG conducted a financial analysis of six different prototypical residential developments in Pinole. RSG considered the financial impact of inclusionary requirements under the Ordinance, as expressed by an in-lieu fee amount that is generally equivalent a developer's cost of providing affordable units on-site.

Key considerations for the City are below:

- **In-Lieu Fee**: RSG's analysis finds that fees of $11 per square foot for *ownership* housing, and $9 per square foot for *rental* housing, may be feasible and supportable depending on the City's policy preferences. The City should reevaluate the in-lieu fee amounts on a periodic basis in response to changing market conditions to ensure they correlate to the actual projected cost of on-site affordable unit production and do not make development infeasible.
- **In-Lieu Fee Applicability**: The City may consider allowing developments with 10 units or less to satisfy inclusionary housing requirements through the payment of an in-lieu fee.

[1] The California Department of Housing and Community Development defines household income levels for affordable housing as "Very Low-", "Low-", and "Moderate-income" for households that earn less than 50%, 80%, or 120% of the area median income for the County, respectively.

The fee may assess the fee based on the residential square footage of proposed new developments.

The City may consider allowing developments with more than 10 units to satisfy inclusionary housing requirements through a combination of on-site unit production and the in-lieu fee payment. The payment of an in-lieu fee may be utilized to fulfill the inclusionary requirement for the first ten units, or if the developer can demonstrate that on-site affordable unit production is infeasible by submitting an economic analysis to the Community Development Director and Planning Commission (or City Council on appeal) for approval.

- **Public Impact Statement**: The City may consider requiring developers who opt to pay the in-lieu fee to submit a written public impact statement explaining why they are not providing inclusionary units on-site.
- **Ordinance and Resolution**: The City may add payment of an in-lieu fee as an alternative method of compliance via Ordinance. The in-lieu fee itself may be set by resolution as it changes over time.

RSG completed this Analysis during the second quarter of 2025 and it is reflective of then-existing market conditions. At that time, interest rates varied within a range similar to what was observed since mid-2023. While market consensus expected interest rates to slowly decline into the future, there were continued supply chain impacts on building material costs due to uncertainty related to tariffs. RSG does not expect this volatility to subside in the next 12-24 months. RSG designed the recommendations in this Analysis for general Ordinance feasibility over the long-term. However, because market conditions will fluctuate, RSG recommends revisiting the Ordinance and in-lieu fee amount on a periodic basis, such as every five years or with each Housing Element update.

Report Organization

This Report contains six sections, as follows:

- Section 1 – Background: This section includes a summary of the current Ordinance, Pinole's housing needs, and the use of inclusionary housing programs to create affordable housing in California.
- Section 2 – Pinole Housing Market and Product Types: This section provides an overview of the residential market in and around Pinole, including prototypical types and sizes of housing units, rental rates and sale prices, development costs, and projected investment returns to developers.
- Section 3 – Affordable Housing Costs: This section examines the net cost to produce affordable housing units in the City. This is determined by the "affordable funding gap", which is the difference between the development cost for different unit types and sizes and the amount which households of varying sizes and income levels can reasonably afford to purchase or rent.
- Section 4 – Program Design Options and Best Practices: This section answers common questions about inclusionary housing programs and describes the range of program design options.
- Section 5 – Analysis of Affordable Unit Production Options and In-Lieu Fee Levels: This section details the calculations involved in determining a feasible inclusionary housing production requirement, as well as appropriate in-lieu amounts.
- Section 6 – Conclusion: This section summarizes RSG's findings, alternative options, and recommendations for a revised Ordinance and in-lieu fee.

SECTION 1: BACKGROUND

City of Pinole Affordable Housing Requirements, Municipal Code Chapter 17.32

The City's inclusionary housing Ordinance is encoded in Municipal Code Chapter 17.32. The Municipal Code establishes policies, incentives, design standards, and alternative methods of compliance for developers to meet the City's affordable housing needs. The following summarizes the requirements of the existing Ordinance:

On-Site Affordable Unit Production Requirement	**15% of all units must be restricted as affordable.**
Affordability Mix	Rental Housing: At least 40% of the affordable units shall be designated for Very Low-income households. The remainder should be affordable to Low-income households. For example, if a development includes 20 units, 3 must be affordable, and 2 of the affordable units must be designated for Very Low-income households. Ownership Housing: 100% of the affordable units shall be designated for Moderate-income households.
Affordability Term	For-rent units must be restricted for 55 years. For-sale units must be restricted for 45 years.
Development Subject to Ordinance	All residential development of 4 dwelling units or more. This includes residential development that is rehabilitated to increase the number of dwelling units, such as converting a property from a two-unit duplex to a four-unit fourplex.
Exclusions	Development projects with less than 4 residential dwelling units.
Alternatives	Off-Site Construction: Off-site unit production may include construction of all or some of the required new affordable units at a different site, as long as the location, unit size, unit type, pricing and timing of availability of the proposed off-site affordable housing units would provide equivalent or greater benefit as on-site production.

Meeting Pinole's Regional Housing Needs Allocation ("RHNA")

The City's affordable housing needs are largely demonstrated by the RHNA allocation as determined by the California Department of Housing and Community Development ("HCD") and the Association of Bay Area Governments ("ABAG"). RHNA determines the total number of new homes that need to be built in a region to support housing demand by income category. The Housing Element identifies sites where new housing can be built to support the City's RHNA targets.

HCD defines household income levels for affordable housing as "Acutely-Low", Extremely Low-", "Very Low-", "Low-", and "Moderate-income" for households that earn less than 15, 30, 50, 80, or 120% of the area median income ("AMI") for Contra Costa County ("County"), respectively. A corresponding "affordable housing cost" limit is set based on these qualifying income limits, and generally may not exceed 30% of household income. For renters, housing cost includes rent plus utilities. For homeowners, housing cost includes mortgage principal and interest, plus taxes, insurance, and HOA fees, if applicable.

The City's RHNA for the 6th Housing Element Cycle period of 2023 through 2031 reflects a target of 500 new residential housing units, of which 12% are for Extremely Low-income households, 12% are for Very Low-income households, 14% are for Low-Income households, 17% are for Moderate-Income households, and 45% are for Above Moderate-income households. Table 1 shows this breakdown both exclusive and inclusive of Above Moderate-income housing, which is not considered affordable housing.

Table 1: City's RHNA Allocation and Unit Production (2023-2031)

Affordability Level	RHNA Allocation	% of Total	% of Affordable
Above Moderate-Income	223	45%	
Moderate-Income	87	17%	31%
Low-Income	69	14%	25%
Very Low-Income	61	12%	22%
Extremely Low-Income	60	12%	22%
Total	500	100%	100%
Source: City of Pinole, ABAG			

Absent land use regulations, incentives, and subsidies, the real estate development market will seldom provide affordable housing on its own. Either market rate developers must be required to provide it, or affordable developers must be subsidized by local, regional, state, or federal programs, or a combination of all of the above. Because cities have limited means to incentivize or subsidize production of affordable housing, they are increasingly looking to multi-pronged and integrated strategies to encourage the production of housing at all income levels. The City's existing Ordinance causes the production of affordable units within a project or off-site to support a wider range of housing opportunities in the City.

Inclusionary Housing Programs in California

Cities and counties typically enact inclusionary housing programs by an ordinance that requires residential development applications, as a condition of approval, to set aside a portion of the units constructed in a project for purchase or rent by lower income households. Inclusionary policies attempt to capture some of the surplus value generated by new residential development to provide a community benefit, using local land use controls to ensure that much-needed affordable housing is produced along with market rate units. It is a flexible tool that can be tailored to local circumstances and market conditions. There is no one model policy, but rather several best practices to consider when updating an inclusionary program or setting an in-lieu fee. An inclusionary housing ordinance is only one part of an affordable housing strategy and should not be viewed as the sole means to address the need for affordable housing, which may still require public subsidies and other policies, programs, and tools.

Affordable housing units are typically restricted by covenants recorded on the property to ensure that the units remain affordable for a long duration, usually 55 years for rentals and 45 years for ownership housing. During the covenant term, it is not uncommon for units to be rehabilitated or refinanced and the covenants to be extended, often requiring additional public subsidies. In some cases, such as when a land trust or other public entity retains ownership of the land or units, the units can remain affordable in perpetuity.

Over 170 communities in California have enacted inclusionary housing ordinances or policies. Pinole is one of 14 cities in the County that have adopted inclusionary housing policies. The County of Contra Costa also has its own inclusionary housing policy for unincorporated areas of the County.

Legal Authority for Establishing Inclusionary Requirements and Affordable Housing Fees

In California, cities can regulate the use of buildings, structures, and land pursuant to Government Code Section 65850. This includes the type of land uses, building heights, parking requirements, and other improvements to property. In some cases, this can also include inclusionary housing requirements on residential and mixed-use projects.

Inclusionary housing policies have been in place throughout California since the 1970s. In 2009, cities temporarily lost their ability to apply inclusionary policies to rental housing when an appellate court determined that inclusionary housing requirements on new rental housing were in violation of the Costa Hawkins Act, a state law that limits local rent control implementation. In 2017, Assembly Bill ("AB") 1505 (Bloom) reinstated cities' ability to adopt and enforce inclusionary housing ordinances that apply to both for-rent and for-sale housing projects, thereby restoring a tool for cities to facilitate affordable housing development in their communities. Under Government Code Section 65850.01(a), HCD has the authority to review inclusionary housing ordinances adopted after September 2017 that require more than 15% of the units to be affordable. The purpose of this review is to ascertain whether a jurisdiction is impairing the production of market rate housing by requiring an excessive number of inclusionary units and rendering new construction infeasible.

In 2015, the California Supreme Court ruled that inclusionary housing requirements are not an "exaction" that needs to be justified by the impact of a project, like traffic and other development impact fees. Inclusionary policies may be based on the existing and projected housing needs of the region and other factors related to the regional welfare and not based on a demonstrated additional need for housing generated by new residential development. This means that a "nexus study" is not required under Government Code Section 66000, commonly known as the Mitigation Fee Act.

Regardless of the threshold of inclusionary housing required, Government Code Section 65850(g) requires that inclusionary housing ordinances contain alternative means for compliance, which may include the payment of in-lieu fees, off-site unit production, land dedication, and preservation of existing units. Most ordinances provide several alternatives.

Inclusionary Housing Dashboard

The Governor approved Assembly Bill 2663 in September 2024. Beginning January 1, 2026, local agencies collecting inclusionary housing in-lieu fees are required by AB 2663 to post annual updates detailing the amount of in-lieu fees collected in the previous year and identifying how the agency will use the fees for a project, if any. AB 2663 is chaptered as Government Code Section 65906.6.

SECTION 2: PINOLE HOUSING MARKET AND PRODUCT TYPES

RSG reviewed historical development, the Pinole zoning code, Three Corridors Specific Plan, and the upcoming development pipeline to determine the most common residential development patterns in the City and surrounding market area. This includes a review of single-family residences, condo and townhomes, and multifamily rental apartments at several different densities. The analysis considers development with and without a mixed-use commercial component. Accordingly, the product types used in this analysis include single-family residential development, condo or townhome development, and multifamily rental apartment developments of varying sizes and densities. RSG believes that these product types provide an accurate cross section of the potential residential developments affected by the City's existing Ordinance based on the data reviewed, discussions with City staff, and RSG's knowledge of the residential market.

RSG analyzed new single-family residential homes and condo and townhomes built in the region between 2020 and 2024 to develop assumptions about for-sale residential product types within the City. RSG used ParcelQuest to obtain a database of all residential properties built in the region during this time. RSG included homes and condos built in Antioch, Bethel Island, Brentwood, Byron Bay, Discovery Bay, El Sobrante, Martinez, Oakley, Pittsburgh, Richmond, and San Pablo. ParcelQuest utilizes County Assessor data to provide property information, including sales information, such as sale date and price, and property characteristics, such as lot size, building area, garage square footage, number of bedrooms and bathrooms, stories.

For multifamily rental residential, RSG used market analytics to develop assumptions. RSG relied on Costar market and submarket analytics reports, which summarize market rental rates by number of bedrooms, as well as the City's current development pipeline. Pinole is located in Costar's Richmond-Martinez multifamily submarket, which includes El Cerrito, Richmond, San Pablo, El Sobrante, Tara Hills, Pinole, Hercules, Rodeo, Tormey, Crockett, Martinez, and Vine Hill. Costar's development data includes unit sizes, distribution of bedrooms, lease rates, parking types, amenities, and other information about multifamily properties.

RSG used the development program information to estimate residential development costs using CoreLogic's Marshall Valuation Service, which is a comprehensive cost-estimating tool and methodology that is updated monthly and serves the appraisal, development, and insurance industries.

The six market rate residential prototypes that RSG identified are summarized in Table 2, including the typical development density, unit size, and development costs. The assumptions in Table 2 represent averages for prototypical development types seen in the Pinole market area.

Table 2: Summary of Development Prototypes

Development Prototypes	Single Family Residential	Condo/ Townhome	Large Scale Multifamily	Mixed Use
Dwelling Units / Acre	4.4	20.0	35.0	25.0
Lot Square Feet / Unit	10,000	2,178	1,245	1,742
Average Unit SF	2,300	1,392	850	685
Development Cost / SF	$460	$456	$465	$507
Development Cost / Unit	$960,770	$599,950	$395,341	$361,942

Sources: City of Pinole, Costar, ParcelQuest, CoreLogic, RSG

SECTION 3: AFFORDABLE HOUSING COSTS

RSG determined monthly rents and sale prices for affordable housing units in California in accordance with the California Health & Safety Code ("HSC"). RSG's calculations for rental housing are made pursuant to HSC Section 50053(b), and calculations for owner-occupied housing are made pursuant to HSC Section 50052.5(b). Affordable housing costs are a function of the AMI, adjusted for family size appropriate to the unit, which is assumed to be one person in a studio unit, two persons in a one-bedroom unit, three persons in a two-bedroom unit, four persons in a three-bedroom unit, five persons in a four-bedroom unit, and so on.

The qualifying income limits for Extremely Low-, Very Low-, Low-, and Moderate-income households adjusted for household size are established annually by HCD for each California county in accordance with data provided by the United States Department of Housing and Urban Development ("HUD"). The County 2025 median income for a household of four is $159,800. Table 3 shows the range of 2025 County AMI by household size and the qualifying income limits by category.

Table 3: Contra Costa County Income Limits

		Income Limit by Household Size (Persons)				
Income Category	**AMI**	**1**	**2**	**3**	**4**	**5**
Extremely Low	30%	$33,555	$38,355	$43,140	$47,940	$51,780
Very Low	50%	55,925	63,925	71,900	79,900	86,300
Low	60%	67,110	76,710	86,280	95,880	103,560
Median	100%	111,850	127,850	143,800	159,800	172,600
Moderate	110%	123,035	140,635	158,180	175,780	189,860

Sources: California Department of Housing and Community Development, RSG

This Analysis incorporates the data in Table 3 to calculate affordable housing cost, rents, and prices based on the income category of the household, adjusted for family size.

Affordable Rents and Rental Unit Values

RSG calculated the maximum affordable rental costs per HSC Section 50053(b) to reflect the affordable housing cost by income category, adjusted for household size, net of a deduction for utility allowance. The calculation of annual affordable rental housing cost may not exceed the following:

- For Extremely Low-income households, the product of 30% times 30% of AMI adjusted for family size appropriate for the unit.
- For Very Low-income households, the product of 30% times 50% of the AMI adjusted for family size appropriate for the unit.
- For Low-income households, the product of 30% times 60% of the AMI adjusted for family size appropriate for the unit.

- For Moderate-income households, the product of 30% times 110% of the AMI, adjusted for family size appropriate for the unit.

The County 2025 maximum affordable monthly rents for each income category by unit size is summarized in Table 4. Note that the amounts shown in Table 4 are prior to deducting a utility allowance.

Table 4: Contra Costa County Affordable Rent Limits

		Rent Limit by Number of Bedrooms				
Income Category	**AMI**	**0**	**1**	**2**	**3**	**4**
Extremely Low	30%	$839	$959	$1,079	$1,199	$1,295
Very Low	50%	1,398	1,598	1,798	1,998	2,158
Low	60%	1,678	1,918	2,157	2,397	2,589
Moderate	110%	3,076	3,516	3,955	4,395	4,747

Sources: California Department of Housing and Community Development, RSG

The value of an affordable rental unit is a function of the net operating income ("NOI") it provides the property owner. This is determined by calculating the annual gross income generated by the unit, reduced by a vacancy factor, operating expenses, reserves, and property taxes. Lenders' underwriting standards generally incorporate a 5% vacancy factor. Comparable annual operating expenses (excluding real estate taxes) for affordable rental units are about $6,000 per unit per year plus $250 per unit for annual reserve fund deposits. RSG assumed that the real estate tax rate would be 1.25% of unit value. Although non-profit affordable housing developers construct most affordable apartments, which are exempt from property taxes, for the purpose of this Analysis we have included real estate taxes because the inclusionary units would be within a market rate development subject to real estate taxes. The NOI for the affordable unit represents the affordable rent by income category less vacancy, operating expenses, reserves, and real estate taxes.

To establish the value of affordable rental units, RSG followed industry practice of applying a "yield on cost" to the projected NOI per unit. For stabilized multifamily properties, prospective investors will use a capitalization rate, or "cap rate" to evaluate potential acquisitions. Alternatively, for new developments, investors often rely on a yield on cost to evaluate potential project returns. Both rates are reflective of the relative risk of an asset based on asset type, location, age and condition of the property, and tenant quality. Cap rates and yield on cost are related in that cap rates are generally lower than yield on cost because stabilized assets with known gross rents, operating expenses, and vacancy rates are generally less risky than new development. Developers refer to the separation between market cap rates and yield on cost as the development yield – which is the spread associated with the additional risk of new development.

RSG referred to current market reports and Costar to determine market cap rates to understand current development yields and required yield on cost. In the second quarter of 2025, cap rates for multifamily housing in the market area ranged from 4.5 to 6.7%. Development yields were shown to be about 100 basis points, meaning that market yield on cost would thus range from 5.5 to 7.7%. For the purpose of this Analysis, RSG used a 5.0% cap rate and 6.0% yield on cost.

To determine values for rental units, RSG then applied the yield on cost to the calculated NOI per unit. Table 5 shows the resulting capitalized value per rental unit for varying unit sizes and income levels based on affordable cost, NOI, and market cap rates.

Table 5: Value of Prototype Affordable Rental Units

	NOI and Capitalized Value by Number of Bedrooms				
Income Category	**0**	**1**	**2**	**3**	**4**
Ext. Low Annual NOI	$883	$1,846	$2,484	$3,135	$3,521
Extremely Low Value	$14,134	$29,531	$39,739	$50,154	$56,343
Very Low Annual NOI	$6,160	$7,877	$9,267	$10,673	$11,663
Very Low Value	$98,553	$126,026	$148,273	$170,765	$186,615
Low Annual NOI	$8,798	$10,892	$12,659	$14,442	$15,734
Low Value	$140,763	$174,274	$202,540	$231,070	$251,750
Moderate Annual NOI	$21,988	$25,970	$29,617	$33,287	$36,089
Moderate Value	$351,813	$415,514	$473,876	$532,596	$577,429

Sources: California Department of Housing and Community Development, Costar, Real Estate Research Corporation, CBRE, RSG

Affordable Sale Prices

RSG calculated maximum affordable sale prices pursuant to HSC Section 50052.5(b) to reflect the affordable housing cost per income category, adjusted for household size, as a percentage of the gross AMI, allowing for the deduction of related housing expenses.

The calculation of annual affordable for-sale housing cost may not exceed the following:

- For Extremely Low-income households, the product of 30% times 30% of the AMI, adjusted for family size appropriate for the unit.
- For Very Low-income households, the product of 30% times 50% of the AMI, adjusted for family size appropriate for the unit.
- For Low-income households, the product of 30% times 70% of the AMI, adjusted for family size appropriate for the unit.
- For Moderate-income households, not less than 28% of the household’s gross income, or more than the product of 35% times 110% of the AMI, adjusted for family size appropriate for the unit.

Table 6 identifies the County 2025 monthly affordable for-sale housing cost limits by income category and unit size, as calculated in accordance with the above formulas.

Table 6: Monthly Affordable For-Sale Cost Limits

		Cost Limit by Number of Bedrooms				
Income Category	**AMI**	**0**	**1**	**2**	**3**	**4**
Extremely Low	30%	$839	$959	$1,079	$1,199	$1,295
Very Low	50%	1,398	1,598	1,798	1,998	2,158
Low	70%	1,957	2,237	2,517	2,797	3,021
Moderate	110%	3,589	4,102	4,614	5,127	5,538

Sources: California Department of Housing and Community Development, RSG

To establish the value of affordable for-sale units, RSG first calculated what monthly mortgage payment amount a qualifying household could afford, after deducting estimated homeowner expense categories (i.e., taxes, insurance, maintenance costs, and utilities). Based on the resultant monthly mortgage payment limits, and assuming a 5% down payment and a 30-year amortized loan with a 6.25% interest rate, RSG calculated the maximum estimated affordable sale prices by income category and unit size, as summarized in Table 7.

Table 7: Affordable Sales Prices

		Affordable Price by Number of Bedrooms				
Income Category	**AMI**	**0**	**1**	**2**	**3**	**4**
Extremely Low	30%	$53,095	$61,512	$63,924	$65,811	$64,214
Very Low	50%	134,252	154,278	168,263	181,759	189,451
Low	70%	215,408	247,044	272,603	297,708	314,687
Moderate	110%	452,116	517,612	576,926	635,892	679,959

Sources: California Department of Housing and Community Development, RSG

Affordable Housing Development Funding Gap

The affordable housing development funding gap reflects the difference between the estimated cost to develop the unit, which is based on construction costs and land values in the market area, and the value that a developer can expect to receive from the affordable unit, which is determined by the affordable rent or sales price as shown above. Therefore, the development funding gap is an indication of the net cost to create an affordable housing unit, which is funded either by a developer under an inclusionary program, through a subsidy program, or some other resource.

The cost per unit for affordable housing units is similar to those for market rate units, with an exception perhaps to account for somewhat smaller unit sizes and slightly lower quality materials and finishes, to the extent allowed. The methodology herein reflects the assumption of all things being equal for each prototype, such as unit size, construction costs, and land costs. RSG calculated a weighted average affordable development funding gap for each of the prototypes by blending the affordable values of the different bedroom unit sizes within each prototype project.

Table 8 shows the development funding gaps for affordable units by product type and income level.

Table 8: Affordable Development Funding Gap

	Single Family Residential	Condo/ Townhome	Large Scale Multifamily	Mixed Use
Development Cost / Unit	$960,770	$599,950	$395,341	$361,942
Ext. Low Affordable Housing Cost	64,214	65,433	30,534	22,853
Ext. Low Affordable Housing Gap	(993,830)	(600,957)	(407,767)	(376,250)
Very Low Affordable Housing Cost	189,451	179,060	129,430	114,515
Very Low Affordable Housing Gap	(868,594)	(487,330)	(308,871)	(284,588)
Low Affordable Housing Cost	314,687	292,687	178,878	160,345
Low Affordable Housing Gap	(743,358)	(373,703)	(259,423)	(238,757)
Moderate Affordable Housing Cost	679,959	624,098	426,119	389,500
Moderate Affordable Housing Gap	(378,086)	(42,292)	(12,183)	(9,603)

Sources: California Department of Housing and Community Development, City of Pinole, Costar, ParcelQuest, CoreLogic, Real Estate Research Corporation, CBRE, RSG

The development funding gaps shown in Table 8 reflect the financial impacts associated with including these affordable units within a market rate development project, and without the benefit of tax credits or other funding sources often used by affordable housing developers. Local, state, and federal funding programs often award financial assistance to developers of affordable housing projects, such as 4% or 9% Low-Income Housing Tax Credits ("LIHTC"), which help reduce the funding gaps in order to make the development more financially feasible. However, these subsidies are not available to market rate developers complying with inclusionary programs. Accordingly, this Analysis uses the full funding gap amounts in Table 8 as the initial basis for determining the cost of compliance with the Policy.

SECTION 4: POLICY DESIGN OPTIONS AND BEST PRACTICES

To assist the City as it considers amending its Ordinance, RSG is providing the following design element questions, along with a brief discussion of options and best practices, based on the experience of other communities with inclusionary requirements. The goal of an inclusionary ordinance should be to increase the diversity of housing prices/rents throughout the community and ensure that a range of available and affordable prices/rents continues over time. The Ordinance and accompanying in-lieu fee should be supported by data and research that establishes both the need and feasibility of producing affordable housing in the housing market.

- Which projects should the Inclusionary Housing Ordinance apply to?

RSG recommends applying inclusionary housing ordinances to all new residential development, including both single family, condo/townhome, and multifamily developments. The City may choose to exempt mixed use projects with rental housing and commercial uses like retail or services, treating the commercial uses as a community benefit.

Based on RSG's experience with inclusionary housing ordinances in California, occasionally cities will exempt developments with four units or less. Developments with four units or less are potentially eligible for conventional residential mortgages, as well as VA and FHA loans. Developments with four units or less are also commonly appraised using the sales comparison approach, which is the same approach used to evaluate single family homes and condominiums. In California, housing with 5 units or more is considered "commercial" real estate because it requires a commercial loan, which often have stricter terms, higher interest rates, and shorter amortization.

In jurisdictions with inclusionary housing requirements, fractional unit obligations often arise in smaller-scale residential developments. For example, under a 15% inclusionary requirement, a development project with 10 units would generate an inclusionary requirement of 1.5 affordable units. In such cases, permitting developers to satisfy the obligation through a hybrid compliance pathway—such as constructing one affordable unit on-site and remitting a proportional in-lieu fee for the remaining 0.5 unit obligation—can enhance feasibility. This approach may reduce regulatory friction and incentivize production of modestly sized projects that would otherwise be deterred by rigid unit-count thresholds.

The City may consider limiting the option for payment of an in-lieu fee exclusively for the first 10 units, such that developments with more than 10 units may pay the in-lieu fee for the first 10 units, and then fulfill the remaining inclusionary requirement either by on-site or off-site unit production, unless they demonstrate through compelling data and analysis that providing on- or off-site unit production is financially infeasible. This approach mitigates the challenge associated with fractional unit obligation previously discussed.

The City may consider requiring developers who opt to pay the in-lieu fee to submit a public impact statement with an explanation of why they are not providing inclusionary units on-site.

- <u>What alternative methods of compliance should be provided?</u>

In California, state law requires that communities with inclusionary housing requirements provide alternative methods of compliance. Common alternatives include in-lieu fees, off-site construction, land donation, and the acquisition and rehabilitation of existing units.

Jurisdictions with inclusionary housing policies typically deposit in-lieu fees into a local affordable housing fund to finance future construction of affordable housing at other locations in the community. The greatest advantage of in-lieu fees is that they provide a local funding source that jurisdictions can leverage with state and federal funds that otherwise would not be available to a developer, allowing an even greater number of affordable units to be built, often at much deeper affordability levels. RSG estimates that by leveraging local affordable housing funds, jurisdictions may be able to produce four to six times more units than would otherwise be developed as inclusionary housing units.

- <u>Should the Policy's affordable unit production requirement change over time?</u>

Housing markets are constantly changing, including rents, sale prices, and construction and financing costs. Developer profitability rises and falls over time based on a variety of market factors, and required returns can vary from one developer to the next. The cost of compliance with an inclusionary policy may be only a relatively minor consideration among many factors for development feasibility. A modest inclusionary requirement that is evaluated to be feasible when adopted should likely remain feasible over time. It is also possible that, when profitability increases, the development community could feasibly absorb a higher inclusionary requirement. Periodic review can determine how feasibility is impacted by market changes. It can also allow the community to assess whether changes in the target income levels may be necessary to better meet housing targets. Every three to five years is a reasonable review period. RSG suggests coupling the review with the update to the City's Housing Element as a best practice.

- <u>How should the amount of an in-lieu fee be determined?</u>

The cost of providing an inclusionary unit will vary by which income levels are required under the ordinance and the size and type of unit. RSG estimates a range of such costs using current market economics and prototypical development. A standardized in-lieu fee can only approximate these costs based on the range of policy options included in the ordinance.

The in-lieu fee should be reviewed and revised over time to reflect changes in construction costs, inflation, and other market factors. While an inclusionary policy is usually adopted by an ordinance, the in-lieu fee is best adopted by resolution since amending the ordinance on a regular basis can be more costly and time-consuming.

Ideally, the in-lieu fee should reflect the true cost of producing on-site units. If the fee is lower than the actual cost of production, developers are very likely to pay the in-lieu fee rather than designate any units in the project as affordable. Even at an equivalent or comparable cost, developers are still more likely to pay the fee rather than assume long-term management of affordability covenants associated with a small fraction of units.

- Should the in-lieu fee be set as a per unit fee or a per square foot fee?

In-lieu fees are often denoted as the amount a developer would need to pay *per unit* in a market rate project to meet its obligation, rather than as the net cost of each inclusionary unit that otherwise would be required to be built on-site. In other words, if there was an inclusionary requirement of 10%, the in-lieu fee per unit multiplied by ten should approximate the cost of providing one inclusionary unit. Establishing the in-lieu fee on a per unit basis is quite common because developers typically evaluate development projects in terms of cost per unit. Per unit in-lieu fees are also easier to quantify for program administrators.

However, the drawback with establishing a fee on a per unit basis is that it does not adjust for the size of units in a project and can lead to inequities in implementation. For example, a developer creating large multi-bedroom homes would pay the same in-lieu fee per unit as a developer of small one-bedroom or studio units, even though the construction costs and affordable funding gaps are widely different. RSG typically recommends establishing the in-lieu fee on a *per square foot* basis that can then be multiplied by the total residential square footage in a project to calculate the inclusionary obligation.

- What other communities in the region have inclusionary housing requirements?

When setting an in-lieu fee, it can be helpful to look at surrounding communities with similar policies so the City does not unduly increase the cost of new development relative to the area. RSG researched communities in the County and determined that Pinole is one of eight cities in the County that has inclusionary housing requirements. The County of Contra Costa also has inclusionary housing requirements for unincorporated areas within the County.

Table 9 provides examples of inclusionary housing policies in four Contra Costa County cities and two Alameda County cities for reference purposes. The jurisdictions are listed in order of in-lieu fee per rental unit, which may or may not approximate the true cost of on-site compliance. For comparison with jurisdictions that have set a per market rate unit fee, RSG has estimated that same fee on a per square foot basis using Pinole prototypes. Similarly, for jurisdictions with a per square foot fee, RSG estimated that fee on a per market rate unit basis.

Inclusionary policies can vary significantly across jurisdictions based on local market economics, adjustments since policy adoption, local policy preferences, and other factors.

- Local Market Economics: One possible explanation for the wide range of in-lieu fees across different Bay Area jurisdictions is the range of home sales prices and multifamily rental rates in the corresponding areas. The median home price in Danville, which has the highest median home price in Contra Costa County, is $2.3 million, which is more than three times as much as the median home price in Pinole ($735,000). The lowest median home price in Contra Costa County, by contrast, is in Richmond where the median homes sale price was $560,000 in June 2025. [2] Pinole has one of the higher median rental rates among the cities presented in Table 9 at $2,409, whereas Richmond has the lowest median rent at $1,853. In comparing the cost of compliance with the inclusionary requirement or paying an in-lieu fee in Pinole versus other communities, it is important to also consider the differing feasibility of development in those locations.

- Policy Adoption Date and Inflators: Occasionally, inclusionary housing policies are adopted with annual in-lieu fee inflators. Over time, this can cause a disconnect between the actual cost of on-site compliance and in-lieu fees. Including an inflation-adjustment for an in-lieu fee may help approximate increases in construction costs, but it would not capture changes in affordable rents and prices, or market yield on cost, which also determine the cost of inclusionary units.

- Local Policy Incentive Preferences: Some cities have a policy preferences to encourage on-site unit production as opposed to in-lieu fee payment. One way to do this is by setting an in-lieu fee that meets or exceeds the affordability gap amount, as illustrated in Table 8. Developers should find that it is more feasible to include the units than to pay the fee. Alternatively, many cities have a policy preference to encourage payment of in-lieu fees and to minimize the cost-burden on residential development. Adopting an in-lieu fee amount that is equal to or lower than the maximum feasible in-lieu fee would encourage payment of the fee in-lieu of on-site unit production, which the City could potentially leverage with State and Federal funding sources to increase total affordable unit production.

[2] Source: Realtor.com, June 2025

Table 9: Inclusionary Requirements in Other Jurisdictions

City	Last Update	Inclusionary Req		Minimum Units		% AMI Requirement		Fee Type	In-Lieu Fee per SF		In-Lieu Fee per Unit	
		Rental	*Ownership*	*Rental*	*Ownership*	*Rental*	*Ownership*		*Rental*	*Ownership*	*Rental*	*Ownership*
Pinole (Recommended)	**2025**	15%		4		VL, Low	Mod	***Per SF***	***$12***	***$9***	***$10,620****	***$20,700****
Pinole (Existing)	2010	15%		4		VL, Low	Mod	N/A	N/A	N/A	N/A	N/A
Richmond	2020	9% or 10% *(1)*	7% or 10% *(1)*	10	10	VL or Low	Low or Mod	Per SF	$12	N/A	$12,000*	N/A
Concord	2024	15%	6%	10	10	VL, Low, Mod	Low, Mod	Per SF	$15	$20	$12,750*	$46,000*
El Cerrito	2018	5 units + 5% *(2)*	12%	10	9	Mod, Low	Mod	Per SF	$17	$20	$17,000*	$46,000*
Berkeley	2023	20%		1	1	VL, Low	Low	Per SF	$56.25		$56,250*	$129,375*
Pleasant Hill	2019	5% or 10% *(3)*		5		VL or Low		Per Unit	$118*		$271,350 (4)	

(1) The inclusionary requirement in Richmond (Richmond Municipal Code Section 15.04.603.040) is dependent on income level targeting. For rental development, the developer shall provide either (1) 9% of units affordable to very low-income households, or (2) 10% of units affordable to low-income households. For ownership development, the developer shall provide either (1) 7% of units affordable to low-income households, or (2) 10% of units affordable to moderate-income households.

(2) In El Cerrito, the inclusionary housing requirement (El Cerrito Municipal Code 19.30.040) establishes that at least five of the total dwelling units in the residential development shall be made available for rent at an affordable housing cost to moderate income households, and five percent of the total dwelling units in the residential development shall be made available for rent at an affordable housing cost to lower income households.

(3) In Pleasant Hill, the inclusionary requirement (Pleasant Hill Municipal Code Section 18.20.060) varies based on income level targeting. At least 10% of the units shall be affordable to low-income households, or at least 5% of units shall be affordable to very low-income households.

(4) Pleasant Hill's in-lieu fee is updated annually by resolution "in an amount sufficient to represent a reasonable portion of the gap between the affordable sales prices (at the low income level of affordability) and the market rate sales price for single-family housing. In order to determine the in-lieu fee, the following amounts shall be calculated: (a) a developer's cost to construct a dwelling less the affordable sales price (the "developer's difference") and (b) the market-rate purchase price less the affordable sales price (the "market-rate difference"). The in-lieu fee shall be based upon the average of the developer difference and the market-rate difference for each of the following home sizes: a 1,200 square foot, two-bedroom home; an 1,800 square foot, three-bedroom home; and a 2,200 square foot, four-bedroom home."

Note: an asterisk ("*") indicates that RSG estimated this in-lieu fee based on the corresponding in-lieu fee per square foot or per unit using the prototype square footage for the appropriate development prototype (single family residential or multifamily).

SECTION 5: ANALYSIS OF INCLUSIONARY HOUSING IN-LIEU FEE FOR THE CITY OF PINOLE

This section discusses the potential cost of compliance under the City's existing Ordinance and concludes with RSG's recommendations for an amended City Ordinance and in-lieu fee amounts.

RSG evaluated the existing Ordinance from two perspectives: (1) affordable housing development funding gaps (the true cost of on-site compliance), and (2) the impact of a potential fee on market rate housing development feasibility.

Affordable Housing Development Funding Gaps

RSG used the affordable housing development funding gap for each prototype from Table 8 to calculate equivalent in-lieu fees. First, RSG applied the City's Ordinance income level targeting (two thirds of inclusionary units at very low-income, and one third at low-income) to the affordable housing gaps calculated in Table 8, resulting in a weighted affordable housing gap for each prototype. The calculation of weighted affordable housing gap for each prototype is presented in Table 10.

Table 10: Income Level Targeting Weighted Affordable Housing Gap

	Single Family Residential	Condo/ Townhome	Large Scale Multifamily	Mixed Use
Ext. Low Affordable Housing Gap	($993,830)	($600,957)	($407,767)	($376,250)
Very Low Affordable Housing Gap	(868,594)	(487,330)	(308,871)	(284,588)
Low Affordable Housing Gap	(743,358)	(373,703)	(259,423)	(238,757)
Moderate Affordable Housing Gap	(378,086)	(42,292)	(12,183)	(9,603)
Ordinance Income Level Targeting				
Ext. Low Income	0%	0%	0%	0%
Very Low Income	0%	0%	40%	40%
Low Income	0%	0%	60%	60%
Moderate Income	100%	100%	0%	0%
Weighted Affordable Housing Gap	($378,086)	($42,292)	($279,203)	($257,089)

Sources: City of Pinole, RSG

The weighted affordable housing gaps presented in Table 10 are further based on the on-site affordable unit production percentage (15%). The product resulting from multiplying the weighted affordable housing gaps by the affordable unit production percentage represents the weighted average per-market-rate-unit in-lieu fee that a project might be charged, as presented in Table 11. The in-lieu fee calculated in this way represents the full net cost to a developer of providing on-site inclusionary units.

RSG then converted the in-lieu fee per unit to an in-lieu fee per square foot for each of the prototype housing development types by dividing by the prototype unit square footage from Table

2. The quotient represents the “supportable” in-lieu fee per square foot, as illustrated in Table 11. In other words, this fee amount is supported by the analysis of equivalent cost of compliance.

Table 11: Calculated Supportable In-Lieu Fee per Unit and per Square Foot

	Single Family Residential	Condo/ Townhome	Large Scale Multifamily	Mixed Use
Wtd. Affordable Housing Gap	$378,086	$42,292	$279,203	$257,089
Calculated In-Lieu Fee				
Affordable Unit Production Req	X 15%	X 15%	X 15%	X 15%
In-Lieu Fee per Unit	$56,713	$6,344	$41,880	$38,563
Prototype Sq Ft	2,300	1,392	850	685
In-Lieu Fee per Sq Ft	$25	$5	$49	$56

Sources: City of Pinole, RSG

RSG’s calculated supportable in-lieu fees are roughly equivalent to the cost of on-site compliance based on the on-site affordable unit production percentage of units, the income level targeting mix, and the projected funding gap specified in the City’s Ordinance. These costs will be different for each prototype due to their differing development economics. RSG recommends setting the in-lieu fee to be closely aligned with the estimated cost of on-site compliance so that the in-lieu fee is truly an equivalent alternative to on-site unit production.

Developers are typically motivated to seek the least costly path of compliance. When the adopted in-lieu fee is less than the actual projected cost to include affordable units on-site, developers are more likely to pay the in-lieu fee than provide units on site. Conversely, when the adopted in-lieu fee is greater than the actual projected cost to include units on-site, developers are more likely to include affordable units in their projects.

With an in-lieu fee that is closely aligned with the actual projected cost of including units on-site, developers will consider project-specific economics and other factors (such as community support and goodwill) to determine how they choose to comply with the Ordinance. Some cities may intentionally set an in-lieu fee amount that is lower than the actual projected cost of on-site compliance with the expectation that most developers will pay the fees rather than include affordable units on-site. Those cities will aggregate and contribute those funds towards projects that leverage regional, state, and federal funding sources to produce a greater number of affordable units at deeper affordability levels.

Prototype Feasibility

In the next phase of this Analysis, RSG evaluated the impact of the Ordinance on the feasibility of development. The City can modulate program requirements or reduce the in-lieu fee to mitigate the cost impacts on development.

As a measure of feasibility, RSG evaluated two common benchmarks used in real estate development investment decisions: projected "profit margin" and "yield on cost". For evaluating ownership housing product type feasibility, profit margin is defined as development project surplus value divided by development costs. As a rule of thumb, projected profit margin for ownership housing should exceed market cap rates by 150 to 250 basis points. With capitalization rates for multifamily residential projects ranging from 4.5 to 6.7% in May 2025, projected profit margins should range from 6.0 to 9.2% for ownership prototypes to be deemed feasible after applying the in-lieu fee. For the purpose of this Analysis, RSG evaluated the feasibility of each for-sale housing prototype using a 7.25% minimum profit margin.

For multifamily rental product types, yield on cost is defined as stabilized net operating income as a percent of development costs. As a rule of thumb, the projected yield on cost for multifamily development should exceed market cap rates by 100 basis points. Based on May 2025 cap rates for multifamily residential projects, projected yield on cost should range from 5.5 to 7.7%. For the purpose of this Analysis, RSG evaluated the feasibility of the rental housing prototypes using a 6.25% minimum yield on cost.

Using the metrics described above, RSG evaluated the feasibility of each of the residential prototypes (a) without any inclusionary requirement, (b) under the existing Ordinance using the maximum supportable fee, and (c) using the weighted costs of compliance under each of the potential design options illustrated in Tables 10-11. RSG's analysis resulted in the following findings, as further illustrated in Table 12.

- The maximum supportable fee, which is $25 for single family residential, $5 for condo/townhome, and $49 for small and large scale multifamily, represents an estimated cost of on-site compliance. Only the condo/townhome prototype is feasible based on the cost of on-site compliance under the City's existing Ordinance.
- The ownership prototypes are feasible when in-lieu fees range from $11 (single family residential prototype) to $12 per square foot (condo/townhome prototype).
- Rental prototypes are feasible when in-lieu fees at $9 per square foot (large scale multifamily prototype).
- The mixed-use prototype was infeasible. Rather than imposing an in-lieu fee or inclusionary requirement on mixed use development, the commercial (retail or services) portion of the mixed-use proposal may be considered a community amenity in-lieu of any inclusionary requirements.

- The maximum in-lieu fee that is projected to allow for feasible development for all prototypes under current market conditions would be $11 per square foot for ownership prototypes and $9 per square foot for rental prototypes.

Table 12: Feasibility of Protypes, Existing Policy, and Recommended Policy

	Single Family Residential	Condo/ Townhome	Large Scale Multifamily	Mixed Use
Prototype Unit Square Feet	2,300	1,392	850	685
Unit Market Value	$1,058,000	$662,000	$403,000	$356,000
Development Cost / Unit	$961,000	$600,000	$395,000	$362,000
Developer Return per Unit	$97,000	$62,000		
Profit Margin (For-Sale)	**10.09%**	**10.33%**		
NOI per Unit			$25,158	$22,260
Yield on Cost (For-Rent)			**6.37%**	**6.15%**
Min Profit Margin/Yield on Cost	**7.25%**	**7.25%**	**6.25%**	**6.25%**
Feasibility Test	**Yes**	**Yes**	**Yes**	**No**
Maximum Supportable In-Lieu Fee				
Calculated In-Lieu Fee per Sq Ft	$25	$5	$49	$56
Calculated In-Lieu Fee per Unit	56,713	6,344	41,880	38,563
Total Unit Cost with Fee	1,017,713	606,344	436,880	400,563
Developer Return per Unit with Fee	40,287	55,656		
Profit Margin with Fee (For-Sale)	**4.00%**	**9.20%**		
NOI/Unit			25,158	22,260
Yield on Cost with Fee (For-Rent)			**5.80%**	**5.60%**
Feasibility Test	**No**	**Yes**	**No**	**No**
Maximum Feasible In-Lieu Fee				
Max Feasible In-Lieu Fee per Sq Ft	$11	$12	$9	$0
Max Feasible In-Lieu Fee per Unit	25,480	17,249	8,000	0
Profit Margin with Fee	**7.25%**	**7.25%**		
Yield on Cost with Fee			**6.24%**	**6.25%**
Recommendations				
Housing Type	Ownership	Ownership	Rental	Rental
Recommended In-Lieu Fee per Sq Ft	$11	$11	$9	$0
Recommended In-Lieu Fee per Unit	$25,300	$15,312	$7,650	$0
Total Cost with Recomended Fee	$986,300	$615,312	$402,650	$362,000
Profit Margin w/ Recommended Fee	**7.27%**	**7.59%**		
Yield on Cost w/ Recommended Fee			**6.25%**	**6.15%**

Sources: California Department of Housing and Community Development, City of Pinole, Costar, ParcelQuest, CoreLogic, Real Estate Research Corporation, CBRE, RSG

Based on this Analysis, RSG finds that an inclusionary housing ordinance with the following rates would optimize development feasibility:

- **An in-lieu fee of $11 per square foot for ownership product types; and**
- **An in-lieu fee of $9 per square foot for rental product types.**

RSG also found that an inclusionary housing ordinance with the following in-lieu fees would be supportable based on the cost of producing an affordable unit. This approach to setting in-lieu fees would encourage on-site unit production rather than payment of the in-lieu fee; however it could also deter housing development if developers find the fee too high to make their project feasible:

- **An in-lieu fee of $5 per square foot (condo/townhome) to $25 (single family residential) for ownership product types; and**
- **An in-lieu fee of $49 per square foot (small and large scale multifamily) for rental product types.**

SECTION 6: CONCLUSIONS AND POLICY CONSIDERATIONS

The following presents a summary of RSG's policy considerations and recommendations:

Policy	Considerations and Recommendations
In-Lieu Fee	**RSG finds the following in-lieu fees would optimize development feasibility:** • An in-lieu fee of $11 per square foot for ownership product types; and • An in-lieu fee of $9 per square foot for rental product types. **A higher fee will encourage on-site production and provide funds to cover the cost of producing an affordable unit; a lower fee will cover a lower portion of the cost of producing an affordable unit but optimize development.** • RSG recommends setting the fee per square foot of residential space. Per square foot in-lieu fees encourage smaller and more efficient units, while increasing density. • RSG recommends revisiting the in-lieu fee on a periodic basis, such as every 3 to 5 years or concurrent with Housing Element updates, or if market conditions change significantly. • The Ordinance should be updated by the City Council to include payment of an in-lieu fee as an alternative method of compliance, while the in-lieu fees should be adopted as a Resolution. This helps to streamline and separate future amendments to the fee alone without reconsidering the full Ordinance. • The City may consider allowing payment of the in-lieu fee for developments with 10 units or less. At this level, a new development would generate an inclusionary requirement of between 0.15 and 1.5 units. • The City may consider allowing developers planning to build more than 10 units to pay the in-lieu fee for the first 10 units. • The City may consider allowing payment of the in-lieu fee for developments greater than 10 units only if the developer provides compelling evidence (pro forma analysis) proving that on-site unit production is infeasible. Approval would be subject

to review by the Planning Commission (or City Council on appeal).

- The City may consider requiring applicants who opt to pay the in-lieu fee to present a public impact statement explaining why they chose to pay the fee over providing units on-site.

Inclusionary Housing Dashboard

Government Code Section 65906.6(b) requires local agencies that collect inclusionary housing in-lieu fees to annually post the following information to its website beginning on January 1, 2026:

- The amount of inclusionary housing in-lieu fees collected in the previous year; and
- Whether the inclusionary housing in-lieu fees are intended to be used for a project, if any.

Government Code Section 65906.6(c) requires local agencies collecting inclusionary housing in-lieu fees to post the following information on its website beginning on January 1, 2026 and every five years thereafter:

- The amount of inclusionary housing in-lieu fees collected in the past five years; and
- The projects that the inclusionary housing in-lieu fees were spent on.

[DRAFT] Housing Asset Fund

Policy Guidebook

In Collaboration with:

PARTNERSHIP FOR THE BAY'S FUTURE

NORTHERN CALIFORNIA LAND TRUST

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1. Introduction:

In compliance with Program 7 of the City of Pinole's 2023-2031 Housing Element, the City is developing a Policy Guidebook for the City's Housing Successor Asset Fund in collaboration with Northern California Land Trust through the Partnership for the Bay's Future Fellowship program.

Since 1969, California has required that all local governments adequately plan to meet the housing needs of everyone in the community, at all income levels. Local governments meet this requirement by adopting housing plans as part of the general plan. Referred to as the Housing Element, this report sets forth the City's overall housing objectives in the form of goals, policies, and programs. In order for "Housing to Meet the Needs of All Income Levels and Special Needs Groups", Program 7 calls for the "Development of Housing Successor's Low and Moderate Income Asset Fund Policy". The Policy Guidebook will set priorities and goals for the use of affordable housing funds in the City's as well as investigate the creation of an in-lieu fee as an alternative to the inclusionary housing requirement.

The City of Pinole is the Housing Successor to the former Redevelopment Agency of the City of Pinole, which was dissolved statewide in 2012. At the time of dissolution, a housing successor was to be selected to accept the transfer of and be responsible for the remaining assets and liabilities of a former redevelopment agency. Housing Asset Funds may be spent on administrative costs, homeless prevention and rapid rehousing services, Affordable housing development assisting households earning up to 80 percent of the Area Median Income.

The Partnership for the Bays Future (PBF) is a partnership between multiple organizations with the collective goal of advancing equitable, sustainable, and affordable housing solutions in the region. In 2024, the City submitted a joint application for their Housing Fellowship program with Northern California Land Trust (NCLT) and the Richmond Community Foundation (RCF). The PBF Housing Fellowship Program places fellows in local jurisdictions for two years with the goal of achieving specific housing program objectives for the jurisdiction in collaboration with the community based organizations in the joint application. In 2025, the City of Pinole was selected as one of the ten host agencies and in February, the Housing Fellow began work in collaboration with NCLT and RCF on multiple housing programs. One of the assigned projects is the development of the Housing Element Program 7 Policy Guidebook

1.1 Housing Element Program 7:

"To develop a Housing Successor's Low and Moderate Income Housing Asset Fund Policy. The policy will set priorities and goals for the use of affordable housing funds in the City as well as investigate the creation of an in-lieu fee as an alternative to the inclusionary housing requirement. The policy guide will ensure efficient and productive use of the resources. The policy guide will consider RHNA requirements, local housing needs and demographics, and fair housing objectives, among other factors. To encourage housing mobility and choice across Pinole, the City will prioritize use of limited affordable funding to create affordable housing developments and provide ownership of housing for moderate and lower-income households in higher opportunity areas of the City, including those with healthy environment, access to transportation and resources, and higher education scores, more common in eastern Pinole. The City is also including a waiver of park impact fees for affordable units beyond the inclusionary housing requirement (per Program 8).

"The City will continue to require 15 percent of the units located in new residential developments of four or more to be affordable, and of those units, 40 percent must be affordable to very low income households with the construction of units off-site as an alternative. The City will pursue creation of an in-lieu fee alternative for the inclusionary housing requirement to provide flexibility for smaller projects and to create a new funding source for affordable housing projects.

Implementing Agency: Community Development Department
Supporting Agency: Finance Department
Timeline: Three years after Housing Element adoption
Funding Source: Housing Successor Low and Moderate Income Housing Asset Fund; Contra Costa County, State and Federal funding programs as available.
Quantified Objective: Create a housing fund policy guide, create in-lieu fee alternative and funding source. For applicable development projects, maintain a minimum requirement of 15 percent inclusionary units, and of those 40 percent of units affordable to very low income households.
Geographic Targeting: Target 50 percent of affordable housing funding towards development of affordable housing and facilitating ownership of housing for moderate and lower-income households in higher opportunity areas."

2. Housing Successor Fund

The City of Pinole is the housing successor to the former Redevelopment Agency of the City of Pinole, which was dissolved statewide in 2012. At the time of dissolution, a housing successor was to be selected to accept the transfer of and be responsible for the remaining assets and liabilities of a former redevelopment agency.

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the affordable housing activities of the former Agency were transferred to the Housing Successor.

A year after the dissolution of redevelopment began, the California State Legislature recognized the need to regulate and provide transparency on the use of the housing activities transferred from a former redevelopment agency. Senate Bill 341 (DeSaulnier, 2013) and subsequent legislation enacted several requirements for housing successor agencies contained in HSC Sections 34176-34176.1.In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Housing Successor expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of being approved for transfer from the former redevelopment agency to the housing successor.

2.1 Eligible Uses

Pursuant to HSC Section 34176.1, Housing Asset Funds may be spent on:

1) Administrative costs for operation of the housing successor agency. The law allows a housing successor to spend the greater of:

- o $200,000 per year adjusted for inflation, or

- o 5% of the statutory value of real property owned by that housing successor and the value of loans and grants receivable from the HAT ("Portfolio").

HCD has annually published an adjusted limit amount for administrative costs, reflecting the change in the Consumer Price Index from the prior year. Although HCD has not yet published the update for FY 2024-25, applying the same methodology and index HCD has previously used would yield a limit adjusted for inflation for FY 2024-25 of $270,700. This is greater than the 5% portfolio value limit of $236,753, therefore this Annual Report applies the FY 2024-25 HCD limit.

2) Homeless Prevention and Rapid Rehousing Services up to $500,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. Pinole is eligible for this expense because the former Agency did not have any outstanding inclusionary or replacement housing requirements upon dissolution.

3) Affordable Housing Development assisting households earning up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets over a five-year period.

3. Housing Snapshot

Program and policy recommendations are based on the current housing context within the City of Pinole. As this information evolves, so must the programs and policies used to support residents.

3.1 Summary of Housing Stock

Pinole's housing stock reflects a small, largely built-out Bay Area city where the pace of new development has historically sat somewhat behind regional growth. Its existing inventory is aging, owner-dominated, and heavily weighted toward single-family detached homes, with limited multifamily or rental supply. After falling short of its 5th Cycle production targets, the City entered the 2023–2031 planning period with a robust pipeline of entitled and pending projects. Since then, meaningful progress has been made: Vista Woods, the 179-unit affordable senior community, was completed in 2025 and is now accepting residents, and Valor Village, the 33-unit affordable veterans housing project by SAHA, was completed in September 2024. Several additional projects — including the 154-unit Appian Village for-sale development and the 223-unit Pinole Vista mixed-use project — remain in various stages of entitlement and construction plan check. The City continues to monitor its small inventory of affordable units for covenant compliance, and no currently assisted units are at risk of conversion during the planning period. Alongside this production and preservation work, the City is required under state law to affirmatively further fair housing — analyzing patterns of segregation, access to opportunity, and disproportionate need, and committing to programs that address identified impediments.

3.1.1 Existing Stock

Pinole's housing stock totals approximately 6,882 units, with single-family detached homes accounting for roughly 73% of all units. The stock is heavily owner-occupied: approximately 76% of households are owner-occupied, while 24% are renter-occupied — a slightly higher ownership share than noted in the Housing Element, reflecting continued stability in tenure composition. The stock remains significantly aged, with the majority of units built before 1990. The median property value in Pinole was $718,600 in 2024, up from $697,100 in 2023. The median household income in Pinole was $120,833 in 2023, meaning home prices remain well out of reach for many residents without significant equity or savings. Median gross rent in 2024 was approximately $2,660 per month, up meaningfully from the $1,997 figure cited in the Housing Element, continuing to place pressure on cost-burdened renters.

3.1.2 Recent, Active, and Prospective Development

There are 659 pending or entitled units in the development pipeline counting toward Pinole's 6th Cycle RHNA obligations, and two of the five major projects originally listed in the Housing Element have now been completed. Vista Woods, the 179-unit 100% affordable senior community, was completed in 2025 and is currently leasing. Valor Village, the 33-unit affordable veterans housing project by SAHA at 811 San Pablo Avenue, was completed in September 2024, earning a 2025 PCBC Golden Nugget Award of Merit for Best Affordable Housing Community. Of the remaining pipeline projects, Appian Village at 2151 Appian Way received unanimous Planning Commission approval of its final entitlements in April 2025; the City's project page lists it as "Nearing Completion and Under Construction" as of mid-2025, with developer DeNova Homes actively marketing units for sale. The BCRE Mixed-Use project at 2801 Pinole Valley Road (29 units) and the Pinole Vista development at 1500 Fitzgerald Drive (223 units) both remain in the entitlements approved/construction plan check phase. The City continues to project ADU production of approximately three permits per year toward its RHNA, and all deed-restricted affordable units carry 55-year covenants from certificate of occupancy.

Pinole has constructed 339 new housing units from 2021-2025. This is an increase of about 5% of the existing housing stock as of 2021 (which was 7,169 units). Out of 339 new units, Pinole has constructed 262 affordable (very-low to moderate) units since 2021. The City is 38% through the 6th RHNA cycle and has attained 20% of overall RHNA targets to date. Of the RHNA targets, the City has attained 24% of Very Low Income total, 17% Low income, 9% Moderate and 23% Above Moderate. This is an overall 20% attainment to date, however, does not include units under construction or that have received a certificate of occupancy. In addition, the City has a major condo project under construction (Appian Village) not included in this total. When finished this project alone will boost the City to over 51% overall attainment of 6th cycle RHNA. The first Phase of construction will be sold this summer, with the remaining units developed in additional phases.

3.1.3 Preservation/At-Risk Units

The preservation picture in Pinole remains relatively stable since the Housing Element was adopted. The City's inventory of monitored rent-restricted affordable units includes Pinole Grove Senior Housing (69 units), East Bluff (144 units), Westmont of Pinole (37 restricted senior beds), Fernandez Corner (16 restricted units), and Alvarez Court (19 special needs units), among others. Vista Woods Senior Apartments (179 units) and Valor Village/SAHA (32 units) are now leasing as newly completed properties, adding substantially to the deed-restricted inventory. The 37 restricted senior beds at Westmont of Pinole remain the only units identified in the Housing Element as approaching covenant expiration, with restrictions phasing out through December 2028. No other currently assisted units have been identified as at risk of conversion during the 6th Cycle planning period. The City's Low- and Moderate-Income Housing Asset Fund continues to serve as the primary local financing vehicle for preservation activity and compliance monitoring.

3.1.4 Fair Housing Requirements

Under Assembly Bill 686, the City is required to include an Affirmatively Furthering Fair Housing (AFFH) analysis that examines contributing factors to fair housing issues and commits to meaningful action. For Pinole, this analysis covers fair housing enforcement, integration and segregation patterns, racially and ethnically concentrated areas of poverty and affluence (R/ECAPs and RCAAs), disparities in access to opportunity by census tract, disproportionate housing needs, and the relationship between RHNA site locations and fair housing outcomes. Pinole has a moderate dissimilarity index of 31.86 (just above the low-segregation threshold of 30.0), well below the County's 47.32. There are no R/ECAPs or RCAAs within Pinole or in its immediate vicinity. Fair housing services are primarily provided through ECHO Housing and Bay Area Legal Aid. The City adheres to all applicable state and federal fair housing laws and has included programs (notably Programs 11, 19, and 21) aimed at affirmative marketing, place-based improvements in low-resource areas, and coordination with a fair housing service provider on tenant protections.

3.2 Summary of Housing Needs

Pinole faces housing needs in terms of producing more units, but also in terms of protecting current and prospective residents' access to quality and affordable housing. On the production side, the City must plan for 500 new units across five income levels through 2031. Pinole's Housing Element has been certified by the California Department of Housing and Community Development for the current 2023–2031 planning cycle, and Pinole is among a small number of Bay Area jurisdictions whose pipeline projects alone are sufficient to meet lower-income RHNA targets. On the protection side, rising home values and rents have created widespread cost burden, particularly for renters and lower-income households, while several vulnerable populations, including seniors, persons with disabilities, large households, and individuals experiencing homelessness or housing precarity, face compounding barriers to finding stable, affordable housing. Understanding where production is needed most, what protections and resources are available, and how Pinole's neighborhoods compare on access to opportunity are all central to addressing these needs.

3.2.1 RHNA/RHNA progress

Pinole's 6th Cycle RHNA (2023–2031) remains 500 units, allocated across five income categories: 60 extremely low income (0–30% AMI), 61 very low income (30–50%), 69 low income (50–80%), 87 moderate income (80–120%), and 223 above moderate income (>120%). As of the most recent reporting period, Pinole has issued permits for 24% of its very low-income RHNA target and 17.4% of its low-income RHNA target. Notably, both Vista Woods (179 units, completed 2025) and Valor Village (33 units, completed 2024) are deed-restricted affordable units that contribute directly to lower-income RHNA credit. Pinole is among a small group of Bay Area jurisdictions whose pipeline projects alone are sufficient to meet lower-income RHNA targets. The three remaining pipeline projects — Appian Village, BCRE, and Pinole Vista — carry the bulk of moderate and above-moderate RHNA credit and are advancing through construction plan check and early construction phases.

3.2.2 Income level targets

The RHNA income band structure and affordability thresholds remain the governing framework, with income limits updated annually by HCD. As of June 2025, Contra Costa County's median family income is $159,800 for a four-person household. Extremely low-income households (30% AMI) earn up to $47,950; very low-income households (50% AMI) up to $79,900; low-income households (80% AMI) up to $125,050; and median-income households earn up to $159,800. These figures represent a substantial increase from the 2021 AMI of $125,600 cited in the Housing Element, reflecting continued wage and income growth in the Bay Area — though home prices and rents have risen commensurately, meaning affordability pressures for lower-income households remain acute. Citywide, 53% of households are rent-burdened, spending more than 30% of income on housing costs. Cost burden continues to fall most heavily on the lowest-income renters, with the gap between incomes and market rents having widened over the years.

3.2.3 Special needs targets

The special needs populations identified in the Housing Element are seniors 65+, persons with disabilities, large households, female-headed households, and extremely low-income households These populations continue to represent the core of Pinole's underserved housing demand. The completion of Vista Woods (179 units restricted to seniors 62+) and Valor Village (33 units restricted to veterans) represents meaningful progress on two of these populations. The median household income in Pinole was $120,833 in 2023, reflecting overall household prosperity, but masking the acute need among the roughly 8% of households at extremely low income levels.

3.2.4 Community Members Experiencing Homelessness

The countywide homelessness picture has improved since the Housing Element was written. The 2025 Point-in-Time Count identified 2,118 people experiencing homelessness across Contra Costa County which constitutes a 26% reduction from 2024. The county also reported a 34% increase in temporary and permanent housing beds since 2023. City-level PIT data for Pinole is not published separately, but West County's strong overall decline suggests conditions in Pinole have similarly improved. The completion of Valor Village, providing 33 permanent affordable units for veterans, directly addresses one precarious population.

In July of 2025, as part of the Housing Successor Funds eligible use category "Homeless Prevention and Rapid Rehousing Services", the Community Development Department contracted with Contra Costa Health's Coordinated Outreach Referral and Engagement (CORE) program to support residents experiencing or at risk of experiencing homelessness (see Section 4.1.1). In addition to supporting residents, this has provided substantially improved data on these community members. Over the course of the '25-'26 fiscal year, the CORE program engaged with 44 unduplicated community members experiencing homelessness in Pinole. 84% of the community members engaged had roots in Pinole, 75% reported a disabling condition, and 68% reported being 'first time homeless'.

3.2.5 Evictions

Pinole does not have a local rent control or just-cause-eviction ordinance, and no city-specific eviction filing data has been published since the Housing Element was adopted. Statewide tenant protections under AB 1482 (the California Tenant Protection Act) continue to apply to most multifamily rental units in Pinole, capping annual rent increases at 5% plus local CPI. The current maximum allowable annual increase for units subject to AB 1482 is 8.8% (5% plus 3.8% CPI), effective through July 2027. The COVID-era countywide eviction moratorium, which expired in September 2021, has not been renewed. Fair housing inquiries and formal complaints remain the primary mechanism through which eviction-related discrimination is tracked; ECHO Housing and Bay Area Legal Aid continue to provide tenant assistance countywide.

Based on the available data provided by the Contra Costa Sheriff Department and the Bay Area Housing Finance Authority's (BAHFA) Eviction Study, Contra Costa County (CCC) has the second highest eviction rate in the Bay Area nine counties and Pinole has the 4th highest eviction rate in the county on average over the last five years. From January 2025 to May 2026, Pinole has had the 5th highest eviction rate in Contra Costa County. Graphs and maps below map these findings. BAHFA attributes these trends to demographic shifts in the region. As folks have been priced out of the major metropolitan areas, demand for rental units has increased in Solano and Contra Costa counties – regions with far fewer rental protections established. Better understanding these patterns will be integral in creating impactful housing policies.These trends should be of additional importance to the City when considering that BAHFA's

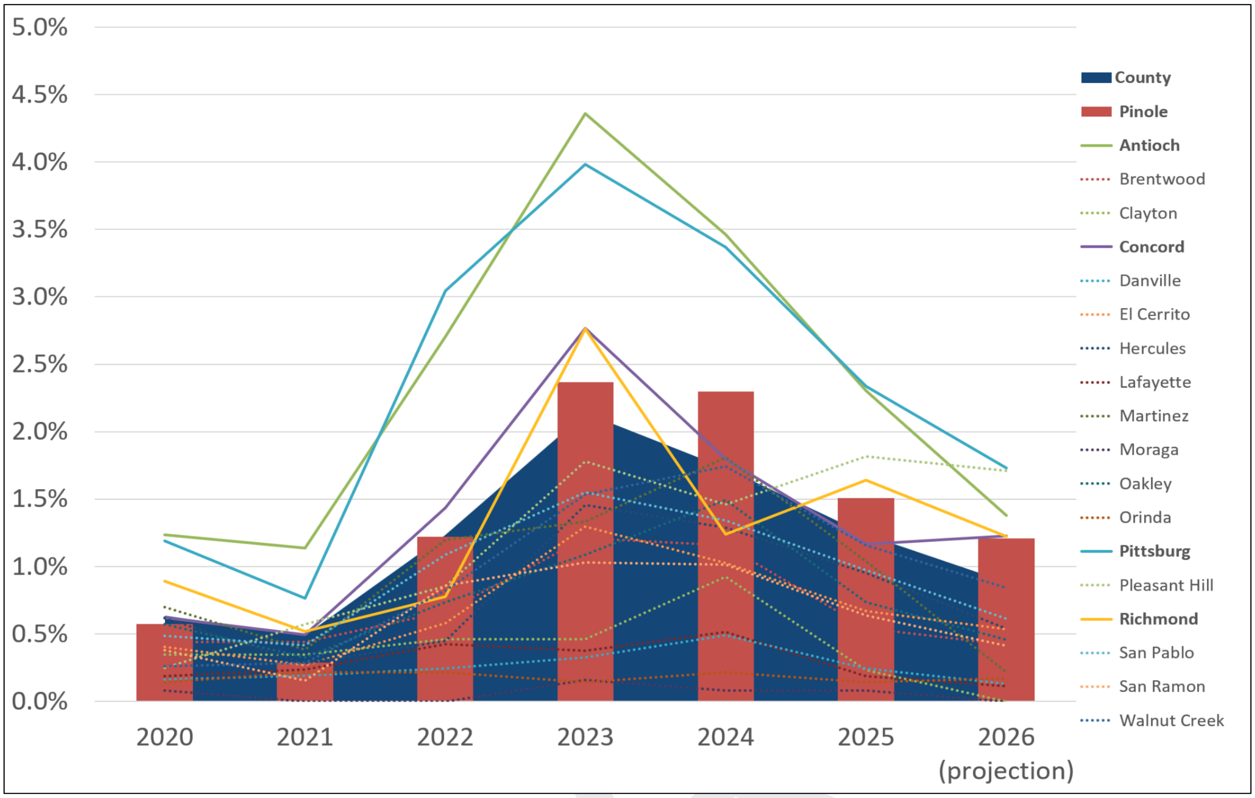


Table 1: Sheriff Lockout order rate by City and County. Lockout data provided by Contra Costa Sheriff; Rental Stock data provided by PropertyRadar 05/02/2025 pull.

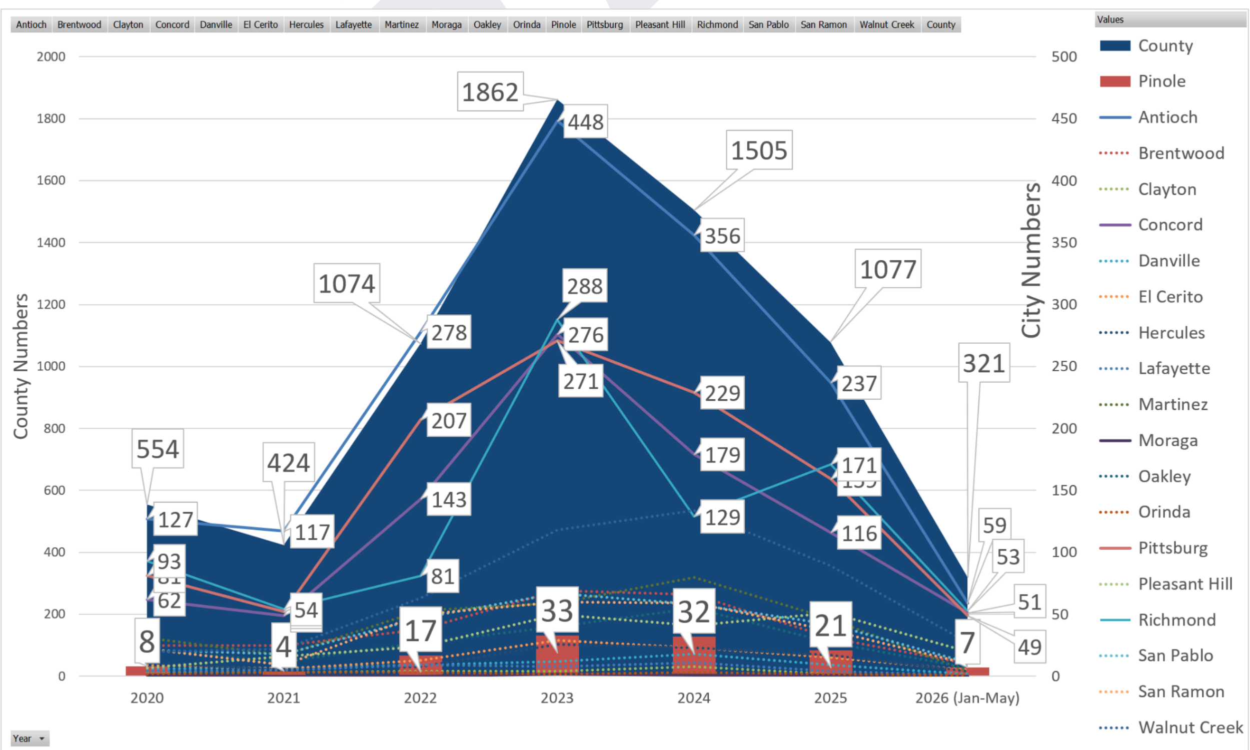
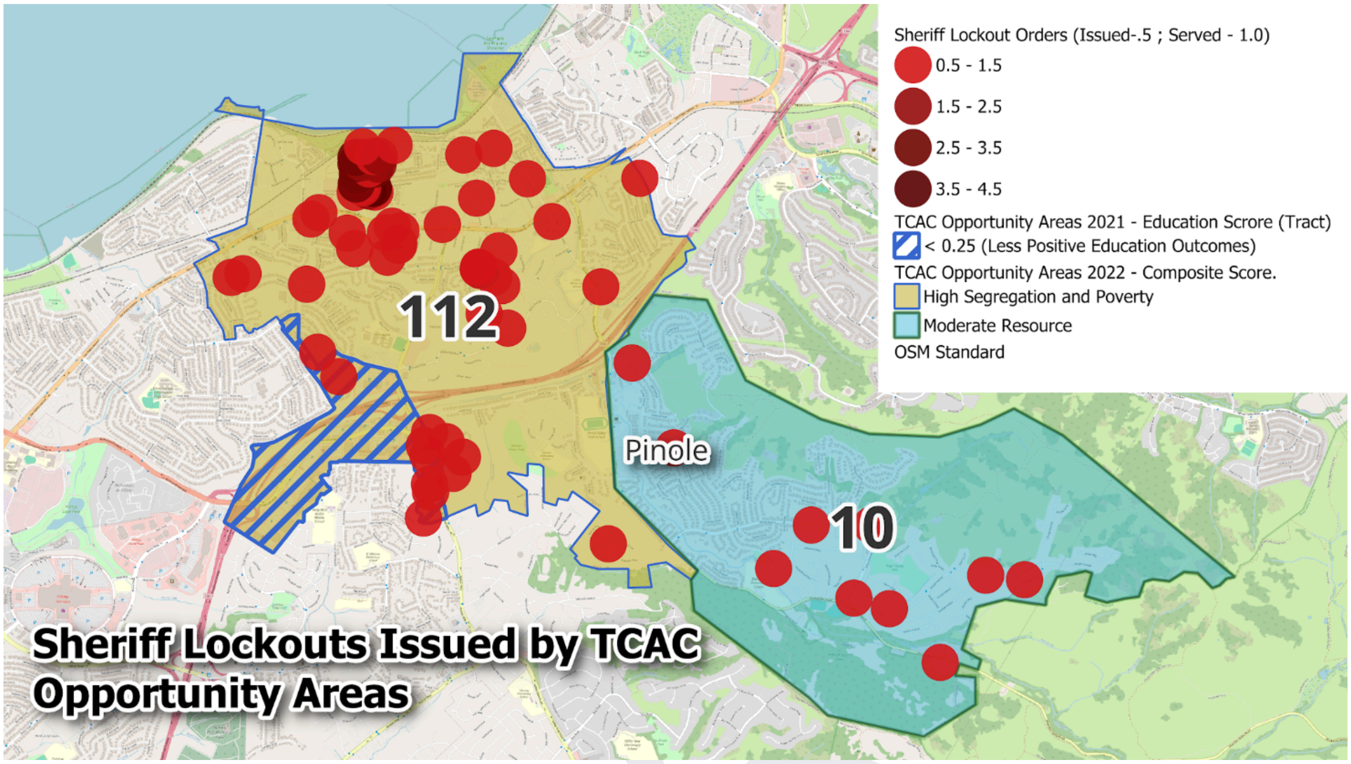
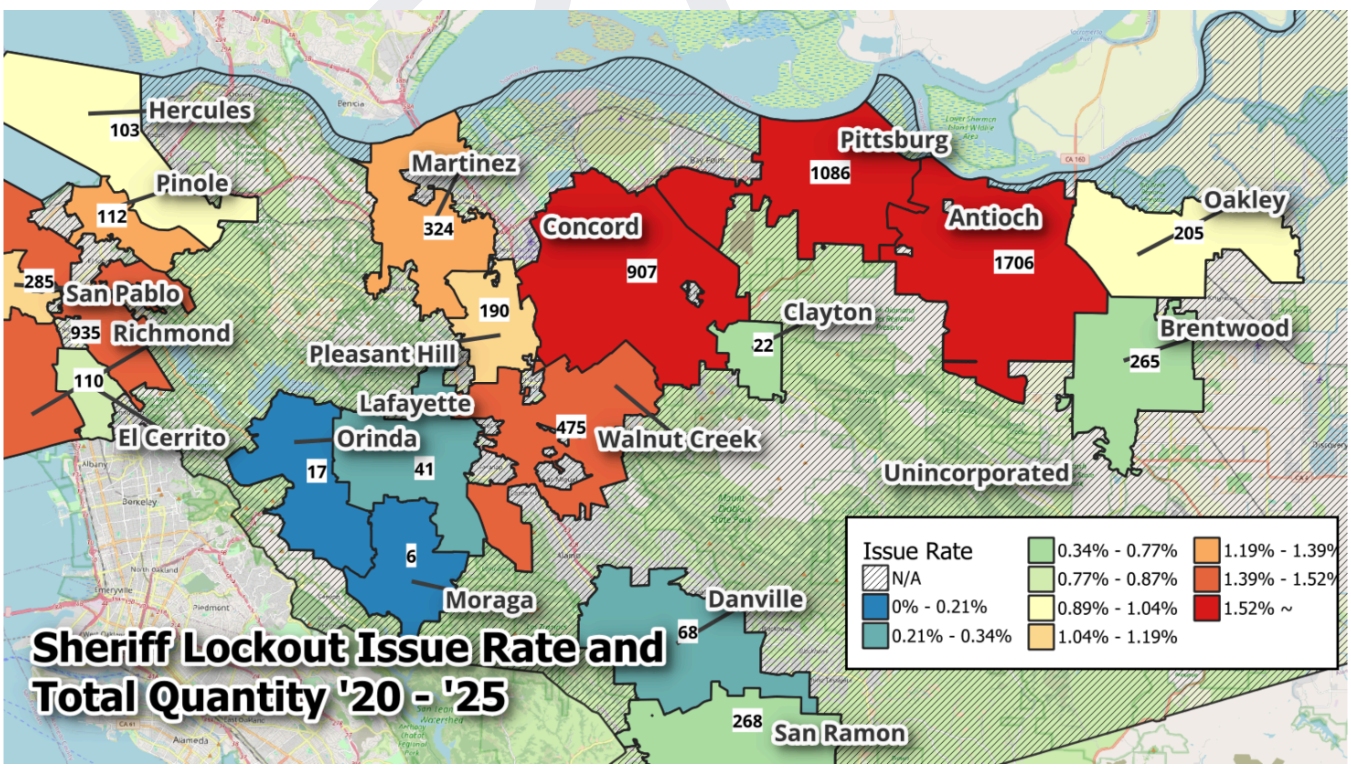


Table 2: Total Sheriff Lockouts by City and County. Lockout data provided by Contra Costa Sheriff.


Sheriff Lockout Orders (Issued-.5 ; Served - 1.0)
0.5 - 1.5
1.5 - 2.5
2.5 - 3.5
3.5 - 4.5
TCAC Opportunity Areas 2021 - Education Scrore (Tract)
< 0.25 (Less Positive Education Outcomes)
TCAC Opportunity Areas 2022 - Composite Score.
High Segregation and Poverty
Moderate Resource
OSM Standard
112
Pinole
10
Sheriff Lockouts Issued by TCAC Opportunity Areas


Hercules
103
Pinole
112
285
San Pablo
935
Richmond
110
El Cerrito
Martinez
324
Pleasant Hill
190
Concord
907
Pittsburg
1086
Antioch
1706
Oakley
205
Clayton
22
Brentwood
265
Lafayette
Orinda
17
41
475
Walnut Creek
Unincorporated
6
Moraga
Danville
68
268
San Ramon
Issue Rate
N/A
0% - 0.21%
0.21% - 0.34%
0.34% - 0.77%
0.77% - 0.87%
0.89% - 1.04%
1.04% - 1.19%
1.19% - 1.39%
1.39% - 1.52%
1.52% ~
Sheriff Lockout Issue Rate and Total Quantity '20 - '25

report also found that "renters in census tracts with majority renters of color were 78% more likely to experience a sheriff lockout than those in white-majority renter census tracts".

While Pinole specific data is not available, BAHFA found that the most common reason for at-fault evictions is failure to pay rent. This highlights the value of City support programs for both renters and rental property operators, as evictions hurt both groups.

3.2.6 Rental v Ownership

Pinole's tenure split continues to lean heavily toward ownership. Approximately 76% of households are owner-occupied and 24% are renter-occupied, which represents a slightly higher ownership share than the 70/30 split cited in the Housing Element, possibly reflecting new for-sale units coming online and some loss of rental stock. The median property value reached $718,600 in 2024, and average rents have risen to approximately $2,339/month — both well above what lower-income households can afford without subsidy. The for-sale focus of Appian Village (154 units) and the rental nature of Vista Woods, Valor Village, and Pinole Vista (223 units) means the pipeline is reasonably balanced between tenure types, though the majority of pipeline affordable units are rentals.

3.2.7 Production v Preservation

With two major affordable projects now completed and three more in the pipeline, Pinole's current cycle strategy continues to prioritize new production. The addition of 212 new deed-restricted affordable units through Vista Woods and Valor Village alone represents more affordable housing production than the City achieved in the entire prior 8-year cycle. Preservation activity remains focused on compliance monitoring of existing restricted properties, supporting lower-income home owners, and the potential deployment of Housing Asset Fund resources for acquisition-rehabilitation.

3.2.8 Leveraging external resources

Pinole continues to access external housing resources through its participation in the Contra Costa Urban County CDBG and HOME programs. Contra Costa County is actively soliciting proposals for FY 2025/26 CDBG, HOME, Measure X Housing, and other housing development funds, all of which Pinole-based developers and nonprofits remain eligible to access. The ADU Grant Program (up to $40,000 per ADU) and CalHFA Multifamily Programs remain active state tools. The City was also awarded a Pro-Housing Initiative Program (PIP) of $650,000 and was able to use its Housing Successor Fund as a matching resource to unlock $1.3 million in investment dollars. The City has also been awarded the Partnership for the Bay's Future Fellowship program capacity grant. This has provided the City with a full time policy fellow for 2025 and 2026 calendar year.

3.2.9 High Resource Areas

No changes to Pinole's TCAC/HCD opportunity area designations have been identified since the Housing Element was adopted. Pinole continues to fall entirely within Low or Moderate Opportunity categories under TCAC methodology, with no census tracts reaching High or Highest Resource designation. Economic scores are stronger in the eastern, single-family portions of the City; education scores are weakest in the southwest; and environmental scores decline toward the north due to Interstate 80 proximity and industrial uses. Growth is being concentrated along the Three Corridors Specific Plan area (San Pablo Avenue, Pinole Valley Road, and Appian Way), where investment is intended to improve resource access in currently low-resource census tracts.

4. Solutions

4.1 Active Uses

These are policy or program initiatives that the City of Pinole have passed or otherwise initiated under the scope of the Policy Guidebook and/or funded through the Housing Successor Fund.

4.1.1 Affordable Housing Consulting Services - Annual Renewal ($64,200 From Housing Asset Fund)

The City of Pinole contracts with RSG, Inc. to provide comprehensive affordable housing consulting services that support ongoing program compliance and implementation. These services include annual monitoring of 21 affordable housing properties with 433 income-restricted units, preparation of the Housing Successor Agency Annual Report, and general advisory support on the use of Housing Successor Funds. RSG also assists with resale and refinance review for affordable ownership units and develops public-facing educational materials as needed. This contract ensures that the City maintains compliance with State regulatory requirements and preserves the long-term integrity of its affordable housing portfolio.

4.1.2 Coordinated Outreach Referral & Engagement (CORE) Team: Annual Renewal ($51,137 from Housing Asset Fund)

The Affordable Housing Division of the Pinole Community Development Department has contracted a dedicated CORE outreach team shared between the Cities of Pinole, Hercules, El Cerrito and San Pablo using the Housing Successor Funds. This team "works to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic need services and secure permanent housing. CORE teams serve as an entry point into Contra Costa's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. The outreach teams identify individuals living on the streets, assess their housing and service needs, and facilitate connection to shelter and services." This contract renews annually and can have a lasting positive impact on Pinole residents.

4.1.3 Fair Housing Trainings ($5,000 from General Fund, $1,000 from Housing Asset Fund)

In July 2026, the City of Pinole will recruit a Fair Housing Intern to partner with the Northern California Land Trust (NCLT) in the development and facilitation of training seminars on Fair Housing Law. These trainings will provide information to tenants and landlords on rental housing issues such as evictions, rent increases, repairs and habitability, harassment, illegal entry, and other rights and responsibilities regarding the tenant/landlord relationship. In addition to the training, there will be an opportunity to connect residents to nonprofits such as the Eden Council for Hope and Opportunity (ECHO) who work to end discrimination in housing by providing counseling, investigation, mediation, enforcement, and education. The Counselors conduct investigations and enforcement in response to reports of housing discrimination complaints. ECHO also provides first-time homebuyer counseling and education, home seeking counseling, rent review and relocation programs, rental assistance programs and tenant/landlord services. Future explicit collaborations with this organization are worth exploring.

A portion of the A portion of the Housing Asset Fund will be used to facilitate the Fair Housing Summer Intern.The remaining costs of the intern were allocated in the approved 26-27 FY balanced CDD budget.

4.1.5 HomeMatch Program: Annual Renewal ($12,500 General Fund; $1,875 Housing Asset Fund)

The City of Pinole partners with Front Porch Communities and Services to administer the Home Match Program, which connects community members seeking housing with older adults who have extra space in their homes. By creating personalized matches supported by program staff, the program expands affordable housing options at the local level while also reducing isolation and increasing housing stability for participating residents. Under the multi-year consulting agreement, the City funds up to $25,000 annually to support program delivery and associated administrative actions. For FY 2026/27, the General Fund contribution is $12,500, supplemented by $1,875 from the Housing Successor Fund (15% of the total). This continued support allows the City to maintain a community-centered, affordability-focused resource that benefits both homeowners and renters.

4.1.6 Real Properties and Disposition Status

The Housing Successor oversees several real properties transferred from the former Redevelopment Agency and continues to manage them in accordance with legal requirements and long-standing land use obligations. The Pinole Grove Senior Housing vacant parcel on Samuel Street is contractually required to remain undeveloped open space and, due to its steep topography, has no disposition potential. The Faria House parcel at 2100 San Pablo Avenue remains active park land, with the historic home currently listed for sale; should the site not be developed with affordable housing, any land-related proceeds will be deposited into the Housing Asset Fund to support future affordability efforts. The Housing Successor has fulfilled disposition requirements for two additional sites: the Collins House property at 612 Tennent Avenue, rehabilitated into a fourplex with one affordable unit, and the 811 San Pablo Avenue parcel, which was conveyed under a Development and Disposition Agreement and successfully developed by SAHA into 33 affordable units, including homes prioritized for veterans. Collectively, the management and disposition of these properties ensure compliance with State housing successor laws while advancing the City's long-term affordable housing goals

4.1.7 Loans Receivable

As of FY 2024/25, the Housing Successor administers a portfolio of long-term loans that support affordable housing development and homeownership opportunities within the community. Through FY24/25 the Housing Asset Fund held $4,380,000 in developer notes, representing four loans originally issued to affordable housing developers; these loans are repaid from residual receipts when properties generate sufficient annual cash flow. An allowance for uncollectable notes is applied to three of the four loans to account for the possibility of non-repayment, consistent with standard accounting practice. The portfolio also includes $259,552 in outstanding first-time homebuyer and housing rehabilitation loans with maturity dates extending through 2099, offering continued affordability support for Pinole households. Collectively, these loan assets function as a long-term reinvestment tool that strengthens the City's ability to preserve and expand affordable housing

4.2 Prepared Initiatives

These are policies and programs that have been developed by City Staff based on existing council input, strong initial resident support, or Housing Element direction. Upon Council approval, City staff can present Council Resolutions to launch the policies and programs in this section.

4.2.1 In-Lieu Fee Policy: One-off Ordinance (revenue generating)

The purpose of an in-lieu fee is to provide property developers with an alternative option to the City's on-site affordable housing requirement. Program 7 of the Housing element requires the City "pursue [the] creation of an in-lieu fee alternative for the inclusionary housing requirement to provide flexibility for smaller projects and to create a new funding source for affordable housing projects". Currently, the City requires all new residential developments of four or more units to price at least 15% of available units as affordable, with 40% of the affordable rental units reserved for deeply affordable units (PMC 17.32.020). An In Lieu fee would be paid 'in-lieu' of developing those affordable units and is generally intended to cover the cost it would take to develop those units elsewhere. The goal of these fees are to be not so high that it halts development or so low that it doesn't adequately fund alternative affordable housing development.

In 2025, the City of Pinole commissioned a report on the feasibility of an in-lieu fee for the City's Inclusionary Housing Policy. To evaluate the feasibility of an in-lieu fee, the City's housing policy consultant firm RSG conducted a financial analysis of six different prototypical residential developments in Pinole. The analysis found that fees $9 to $25 per square foot for ownership style housing development, and $12 to $49 per square foot rental housing development were the feasible range of possible fees. This would mean that any fee higher than the proposed amounts would create too high a cost burden on development projects and render the programs no longer financially viable.

Because the maximum feasible fee would not adequately cover the cost of developing a comparable number of affordable housing units, City staff does not recommend moving forward with the development of an In-Lieu Fee for larger developments. However, following Planning Commission input, City Staff commissioned a report on the feasibility of replacing the under 4-unit exemption with an Under 10 Unit In Lieu Fee. This would better support "missing middle" development while also subsidizing the per-unit cost with In-Lieu fees generated from one and two unit developments.

Following Council approval of this guidebook. City staff can begin finalizing ordinances and resolutions to transition from the Under 4-unit exemption to the Under 10-Unit In Lieu Fee model.

4.2.2 Tenant Retention Program: Annual Renewal ($25,000 from Housing Asset Fund)

The Tenant Retention Program would reserve funds from the Housing Successor Fund, dedicated for Pinole renters in need of financial assistance to maintain their housing. Modeled after other local tenant retention programs and emergency rental assistance programs (ERAP), this program's eligibility criteria will prioritize residents that are at urgent risk of losing housing.

If the City pursues this type of program, the Policy Guidebook will recommend creating a Pinole set-aside fund within the Contra Costa County Housing Security Fund. The City of El Cerrito contributes an annual set-aside contribution to the County Housing Security Fund, which can be used to support tenants retain housing. The fund is flexible; it can be used for rent owed, or additional barriers to retaining housing such as bills, license renewal, medical costs. Applicants must demonstrate they will be able to retain their housing following the support, and each disbursement is approved by City Staff. The El Cerrito set-aside fund approves 6-8 applicants annually with an average disbursement of $2500. Similarly, the City of Richmond is also transitioning to this model of Tenant Retention Program.

Based on Pinole's size, number of first-time homeless contacts made by the CORE team, and local and federal housing support trends, Contra Costa County Staff recommend an initial $25,000 contribution that can be assessed and renewed annually.

Following Council approval of this guidebook. City staff can add a contract adjustment to the City Council Consent Calendar which will establish the Pinole Housing Trust Fund Set-Aside.

4.3 Emerging Initiatives

These are policies and programs that are recommended based on existing council input, strong resident support, or Housing Element direction.

4.3.1 Staffing Capacity

Adjusted for inflation, the City is permitted to spend $280,000 annually on the administrative costs related to pursuing the goals of the Housing Successor Fund. Historically this has been used to supplement existing staff capacities or commission consultant reports at an ad hoc capacity. Moving forward, this report recommends that the city establish a designated Housing Successor Fund management role that can capitalize this valuable resource and oversee its equitable and sustainable disbursement.

4.3.2 Downpayment Assistance Program

Down payment assistance programs can assist eligible first-time homebuyers with purchasing a home in Pinole. To serve as an example, the state CalHome program offers 30-year deferred loans of up to $200,000 at 3% simple interest per household. In the last year, NCLT has aided *six* first time homebuyers in securing a down payment assistance loan, totaling over *one million* dollars in below market-rate loans.

Down payment assistance programs like CalHome are crucial for increasing the purchasing power of low-income households amidst the highly competitive housing market. It has quickly become one of the most high-demand programs that NCLT offers, with over *twelve* households in the application pipeline.

4.3.3 Community Land Trusts

Under the CLT model, nonprofits can acquire, maintain, and permanently own the land underneath housing, insulating housing stock from the impacts of market speculation and ensuring long-term affordability of housing. Within the state's Community Land Trust Network (CACLTN), there are at least *fifty* CLTs with a combined portfolio of *1,700* permanently affordable housing units.

A local example lies in Richmond LAND, an emerging Richmond-based CLT founded in 2020 with the mission of supporting community-controlled land. In addition to spearheading shared-equity housing projects in Richmond, the organization has also collaborated with the City of Richmond to create an Equitable Public Land Disposition Policy, allowing innovative community ownership models to be used to develop publicly-owned land.

4.3.4 Rent Stabilization Ordinance

A rent stabilization ordinance would implement limits on rent increases, only allowing for gradual and percentage-based increases. It would also aim to protect tenants from unaffordable rent increases. Currently, the city of Pinole has no local rent control or rent stabilization ordinance. Statewide tenant protections under AB 1482 (the California Tenant Protection Act) continue to apply to most multifamily rental units in Pinole, capping annual rent increases at 5% plus local CPI. The current maximum allowable annual increase for units subject to AB 1482 is 8.8% (5% plus 3.8% CPI), effective through July 2027.

Although often associated with larger municipalities like San Francisco and Oakland, smaller cities in the Bay Area such as Hayward, Half Moon Bay, and East Palo Alto have implemented rent stabilization programs as well. Currently, the City of Pinole does not have adequate data to determine the necessity and impact of a rest stabilization ordinance.

4.3.5 Just/Good Cause Eviction

Just Cause Eviction laws require landlords to provide a valid legal reason before evicting a tenant, preventing arbitrary or retaliatory evictions. Most cities in Contra Costa County defer to the state's "Tenant Protection Act of 2019" (AB 1482), which applies to renters who have resided in their units for 12 months or more, and differentiates at-fault from no-fault evictions. Common examples of justified, or *at-fault*, evictions include failure to pay rent, violation of lease provision, criminal activity, or property disturbance.

The City of Oakland has developed their city's own Just Cause Eviction law, which offers more stringent protections for tenants. The city's policy covers all rental units built at least ten years ago, as opposed to the state policy's 15-year exemption on units. Oakland's law also requires relocation assistance provided by the landlord in the case of no-fault evictions, and prohibits no-fault evictions of teachers or students during the school year. As eviction rates continue to soar, tenant protections like these are increasingly crucial to housing equity.

4.3.6 Right to Legal Counsel

Right to Legal Counsel provides access to free or low-cost legal representation for tenants facing eviction - proven to dramatically reduce displacement rates. According to the ACLU, around 90% of landlords will have legal representation in U.S. eviction cases, compared to fewer than 10% of tenants having counsel.

To aid this issue, East Bay Area Cities and Counties often collaborate with local legal counsel organizations, including East Bay Community Law Center and Bay Area Legal Aid. San Francisco has also developed its own taxpayer-funded Eviction Defense Collaborative, which offers full-scope, and free, legal services to over 5,000 tenants facing eviction each year.

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