



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

PINOLE CITY COUNCIL MEETING *AMENDED* AGENDA

December 2, 2025

5:00 PM

Amended items 4A and 4B

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 26. They are retelecast the following week. The Community TV Channel 26 schedule is published on the city's website at www.pinole.gov.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.pinole.gov and remain archived on the site for five (5) years.

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: Human Resources Director, Stacy Shell, Finance Director, Markisha Guillory, and Gregory Ramirez, IEDA

Employee organizations: The Pinole Police Employees Association (PPEA)

B. PUBLIC EMPLOYEE APPOINTMENT

Gov. Code § 54957

Title: Acting City Manager

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. None

B. Presentations

1. Contra Costa County Regional Alternative Compliance System Overview

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 November 18, 2025.
- B. Receive the November 15, 2025 – November 28, 2025, List of Warrants in the Amount of \$683,568.25 and the November 21, 2025 Payroll in the Amount of \$584,043.92.
- C. Approving the Application for and/or Execution of Grant Funds up to \$736,370 from the Ocean Protection Council (OPC) for the Pinole-Hercules Multi-jurisdictional Shoreline Adaptation Plan **Action: Adopt a Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**
- D. Second Reading of an Ordinance to Adopt the 2025 California Building Standards Code and Update the City's Building and Fire Code and Adoption of a Resolution Approving Findings to Support Local Modifications to the 2025 California Building Code **Action: Adopt Ordinance on Second Reading and Adopt Resolution (Lilly Whalen, Keith Marks)**
- E. Approve Resolution to Add 1.0 Full-time Equivalent (FTE) Information Technology Technician **Action: Adopt Resolution per Staff Recommendation (Fiona Epps)**
- F. FY 2024/25 Development Impact Fee Report (AB 1600) **Action: Receive a Report and Adopt a Resolution (Markisha Guillory)**
- G. Initiate Formation of the Appian Village Residential Lighting Assessment District and Order preparation of the required Engineer's Report pursuant to the Landscaping and Lighting Act of 1972 and Section 4 of Article XIIID of the California Constitution **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, David Hanham)**
- H. Receive a Report on the Status of the Information Technology (IT) Plan Fiscal Year (FY) 2021/22 Through FY 2025/26 and Development of the IT Plan FY 2026/27 Through FY 2031/32 **Action: Receive a Report (Fiona Epps)**
- I. Approval Of Agreement Between The City Of Pinole And Diablo Roofing, Inc. – Public Safety Building Roof Replacement Under Project # FA1702 **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. Public Hearing and Introduction of an Ordinance Adding Chapter 2.68 to Title 2 of the Pinole Municipal Code Restricting the Use of City-Owner or City-Controlled Property for Federal Civil Immigration Enforcement Activities **Action: Hold a Public Hearing, Waive First Reading and Introduce and Ordinance Adding Chapter 2.68 to Title 2 of the Pinole Municipal Code (Eric Casher)**

11. OLD BUSINESS

- A. None

12. NEW BUSINESS

- A. Discussion of Process for Establishing the Office of Elected Mayor **Action: Receive Report and Provide Direction. (Eric Casher)**

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 December 16, 2025 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

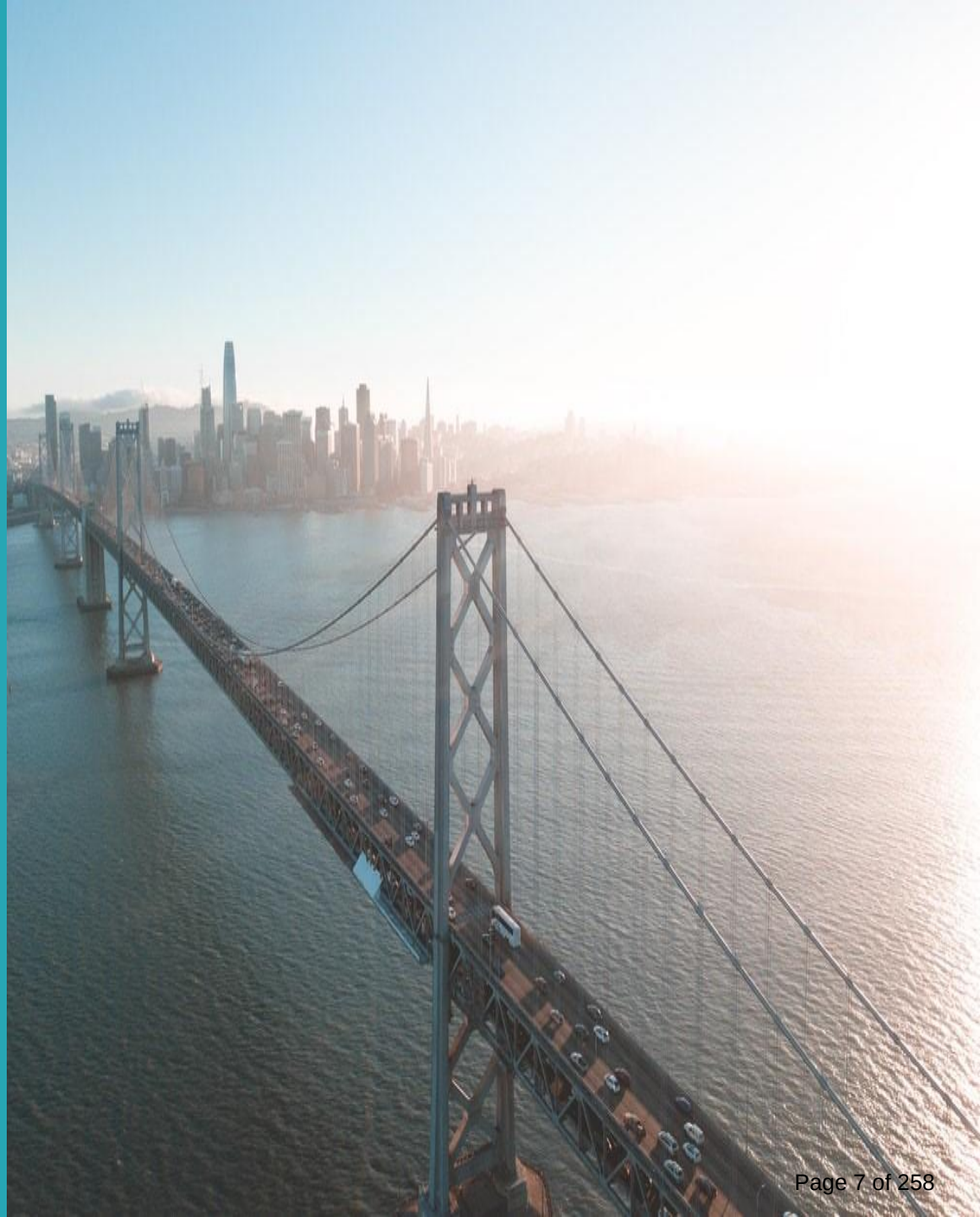
POSTED: Tuesday, November 25, 2025 at 4:55 pm



Contra Costa County Regional Alternative Compliance System Overview

Rinta Perkins, Interim Program Manager

Introduction



What Are the Challenges with the Existing System?

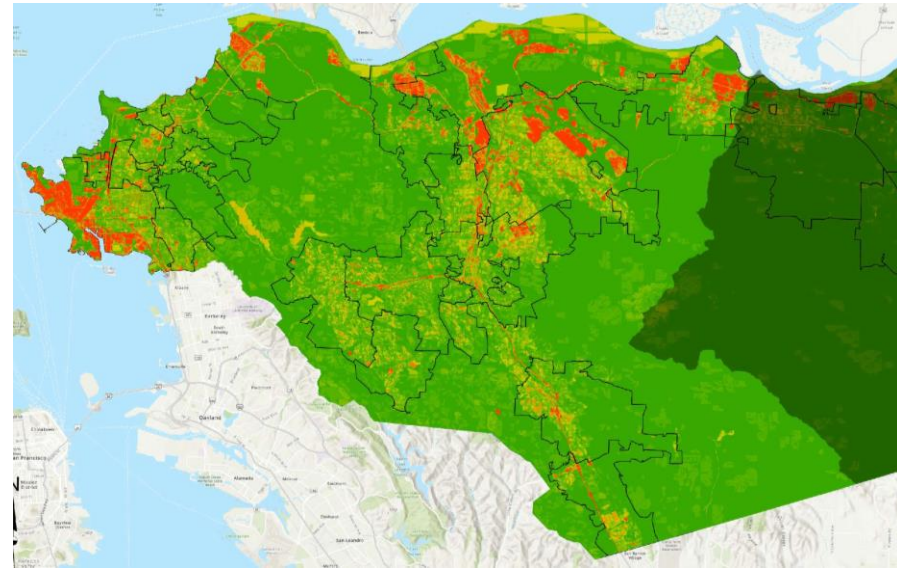
- The Municipal Regional Stormwater Permit (MRP) requires low impact development (LID)/green stormwater infrastructure (GSI) to be implemented:
 - On new development and redevelopment projects (C.3.b)
 - To retrofit a proportion of permittee impervious surfaces (C.3.j)
 - To address **PCBs/mercury** TMDLs in San Francisco Bay (C.11/C.12)



What Are the Challenges with the Existing System?

Challenges:

- Some development sites have physical or site use constraints to implement GSI
- Distributed GSI is costly and requires considerable effort to maintain
- PCBs/mercury pollution is concentrated in certain areas of Contra Costa County



Contra Costa County PCBs Load Distribution

How can Regional Alternative Compliance (RAC) address these challenges?

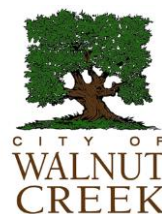
- The RAC System allows an **off-site option** for new and redevelopment projects to meet MRP C.3 requirements
 - Other regulated stormwater dischargers may also participate (e.g., Caltrans)
- The RAC System allows for investment in regional GSI projects that:
 - Are less expensive to implement and maintain per acre treated
 - Can be located to target old industrial areas
 - Could provide multiple benefits

AND

- The RAC System establishes designated O&M funding to ensure long-term performance of facilities

What is the Legal Basis for Alternative Compliance?

- Alternative compliance systems are legally enabled through existing rules, guidance, and plans
- Contra Costa County (CCC) RAC System was developed in input from:
 - CCC Permittees
 - Advisory Committee made from nine SF Bay Area Counties + Caltrans + Port of Oakland
 - Water Quality Control Board and EPA
 - Internal and external Legal Reviewers



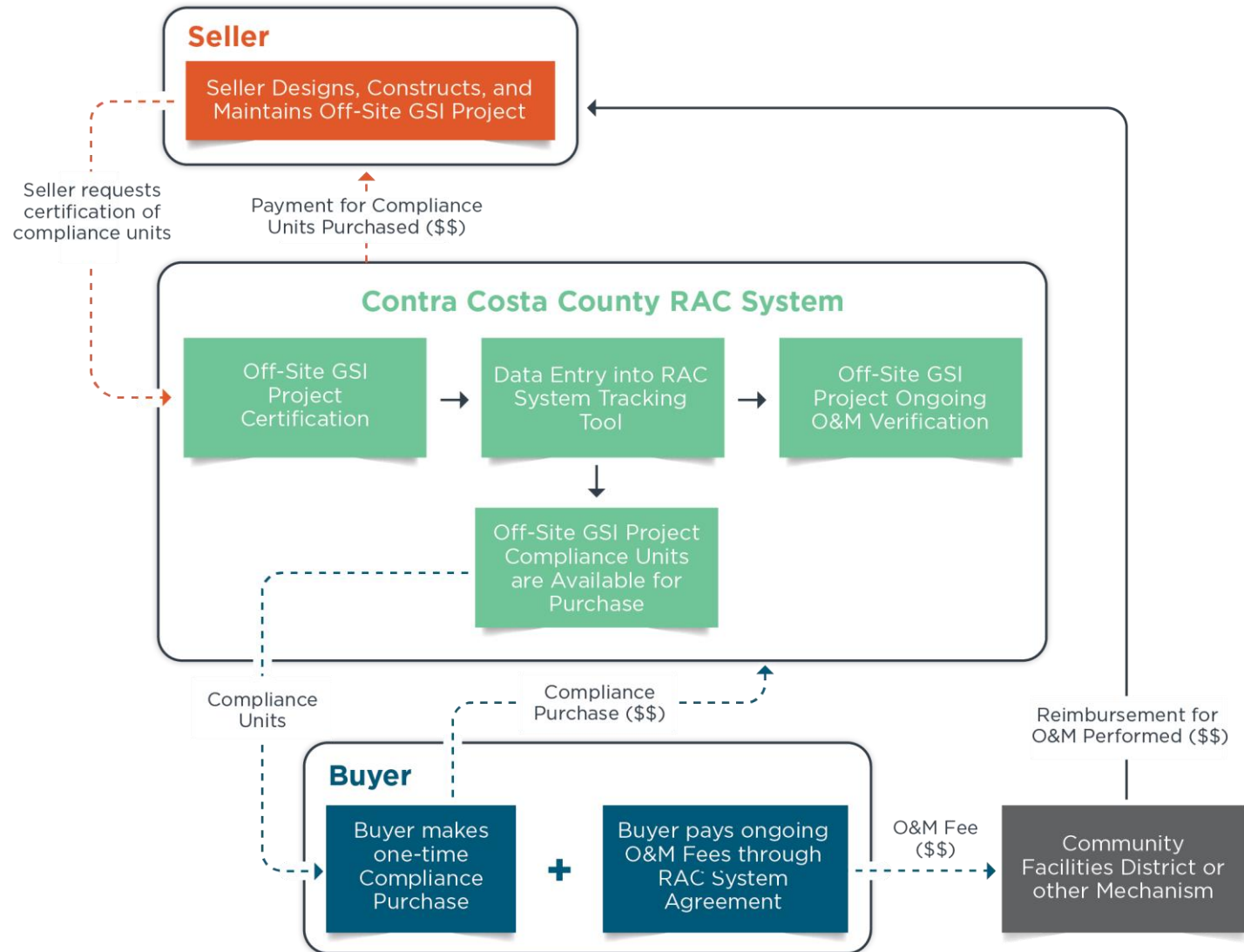
City of
Oakland



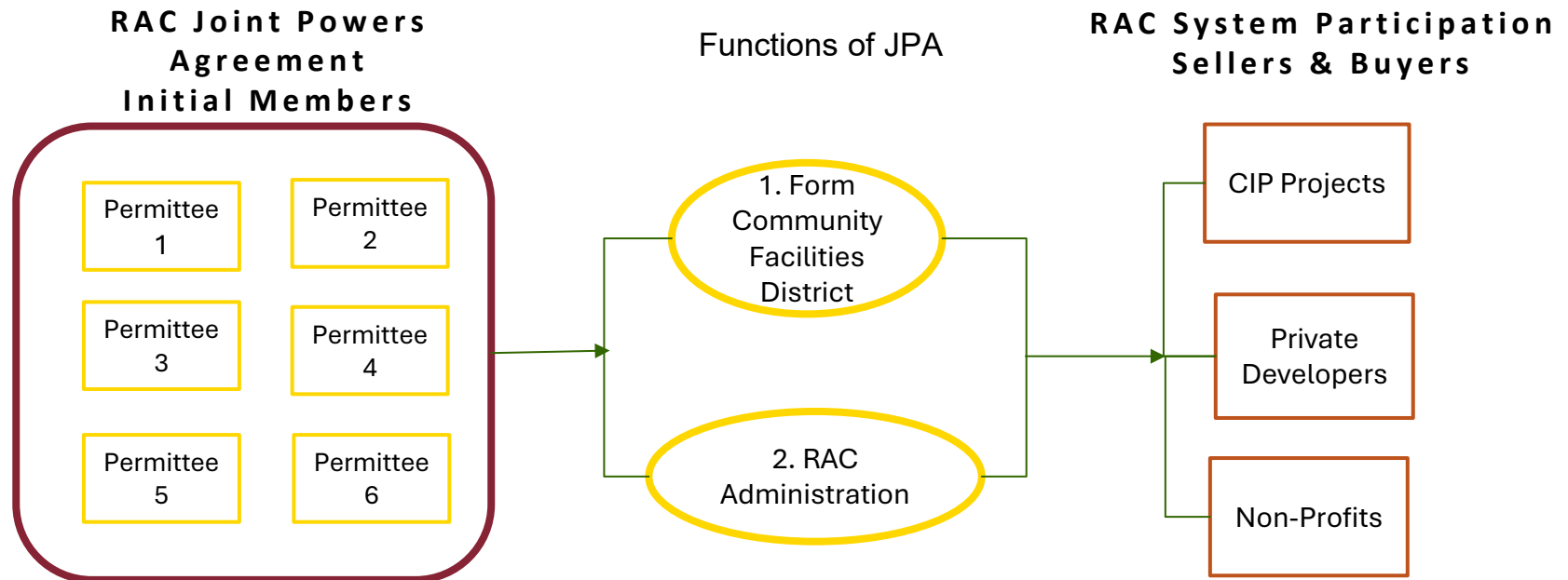
RAC System Overview



Contra Costa County RAC System



RAC Joint Powers Authority (JPA) and Community Facilities District (CFD)



RAC System Implementation Process



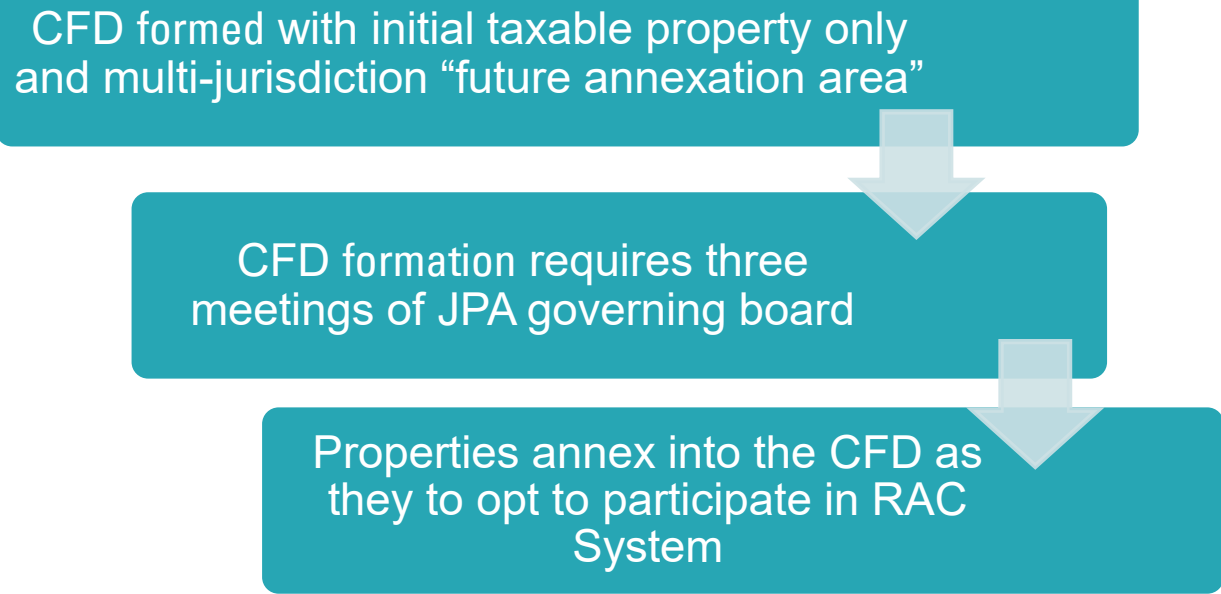
RAC Joint Power Authority (JPA)

- **JPA Formation and Independence**
 - A legally separate entity formed with its own liabilities, independent from agency members.
- **Term Sheet and Membership**
 - Outlines JPA powers; how new members are admitted, and legislative body approval.
- **Operational Structure and Staffing**
 - Contract manager instead of hiring employees (avoid pension liabilities and increase flexibility).
- **Financial Responsibilities**
 - Limited to the JPA and shared administrative expenses among members.

RAC Community Facilities District

JPA authorizes the CFD to levy special taxes to finance the acquisition, improvement, rehabilitation, and maintenance of stormwater infrastructure

CFD formed with initial taxable property only
and multi-jurisdiction “future annexation area”



```
graph TD; A[CFD formed with initial taxable property only and multi-jurisdiction “future annexation area”] --> B[CFD formation requires three meetings of JPA governing board]; B --> C[Properties annex into the CFD as they to opt to participate in RAC System];
```

CFD formation requires three
meetings of JPA governing board

Properties annex into the CFD as
they to opt to participate in RAC
System

RAC Community Facilities District (Continued)

Annexation of Parcels into the CFD from Future Annexation Area

- Annexing property owner executes “unanimous approval” (voting in favor of special taxes etc.)
- JPA legislative body may confirm annexations by resolution

When new public agencies join the JPA, the JPA legislative body may add new members’ territory to the “future annexation area”

- Resolution of intention to add territory
- Public hearing and resolution determining addition of territory to future annexation area

Next Steps for Implementation



Implementation Steps and Timeline

	2025					2026											
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Info Workshop #1 and 2																	
Permittee to decide on JPA																	
Kick-off JPA Formation																	
JPA Agreement Review (1-2 months)																	
Adoption & Approval of JPA																	
JPA Formation																	
JPA Administration																	
Identify (initial) Projects to Exchange																	
CFD Terms Review (*)																	
CFD Boundaries Set																	
CFD Resolution of Intention																	
Adoption of CFD by JPA																	
Begin RAC Exchanges																	

(*) Important conditions to occur: 1) JPA must be formed to draw the map boundaries and 2) Having initial properties to be annexed into the CFD

Next Steps

- Twelve agencies are interested in joining RAC JPA
- City/Town/County attorney to review and comment on JPA term sheet
- Attend a kick-off meeting
- Receive follow-up materials and templates (incl. resolution)
- Adoption of resolution and approval of JPA agreement by agency's governing body

Contact

Rinta Perkins
Interim Program Manager
Rinta.Perkins@pw.cccounty.us
(925) 313-2392



CONTRA COSTA
CLEAN WATER
PROGRAM



Thank You!

**CITY COUNCIL MEETING
MINUTES
November 18, 2025**

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 Pro Tem Tave called the Regular Meeting of the City Council to order at 5:00 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

Cameron Sasai, Mayor*
Anthony Tave, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Devin Murphy, Council Member*
Maureen Toms, Council Member
*Participating remotely under the provisions of the Brown Act

B. STAFF PRESENT

Kelcey Young, City Manager
Heather Bell-Spears, City Clerk
Eric Casher, City Attorney
Fiona Epps, Communications Director
Andrea Dwyer, Community Services Director
Lilly Whalen, Community Development Director
Markisha Guillory, Finance Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Spears announced the agenda had been posted on November 14, 2025 at 12:40 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.

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

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: City Manager Kelcey Young, Human Resources Director Stacy Shell, Finance Director Markisha Guillory and Gregory Ramirez, IEDA

Employee organizations: The Pinole Police Employees Association (PPEA)

B. PUBLIC EMPLOYEE APPOINTMENT

Gov. Code § 54957

Title: Interim City Manager

PUBLIC COMMENTS OPENED

Stacy McPhonson expressed frustration that Pinole Police Department (PPD) employees were constantly the lowest paid and the PPD had experienced difficulty retaining and recruiting officers due to inadequate compensation. When the City Council freed up 25 percent of its reserves related to unfunded liabilities for retirement, the PPD was unable to retain officers and had a high turnover rate while the City's unfunded liability continued to increase. PPD employees were retiring at a higher rate and if the City did not invest in existing employees the unfunded liability would only continue to increase. She understood 25 percent of the total operating budget was to go towards the unfunded liability, which expense was not due for about 20-years. The City was not paying all employees a competitive wage and not funding infrastructure, parks or making pavement repairs. PPD officers had been working 12-hours a day for two weeks straight or more, which was a liability for the City due to fatigue and other factors. Statistics showed that since 2016, the City of Pinole had lost a significant number of employees and over half just quit. Presently, PPD officers on the job had five years or less experience. Her husband served in the PPD 20 years ago and two decades later the same problems persisted without being addressed. She urged the City Council to finally address this issue.

Alphonso Black, Sergeant at Arms, Pinole Police Employees Association (PPEA), spoke to the importance of police in the community, with safety not merely a service but a foundation upon which every other City priority was built. He reported the men and women of the PPD stood between order and chaos, often when residents were facing the worst day of their lives. He emphasized that policing was more than an emergency response in that officers were mentors, problem solvers, protectors and intervened in domestic crises, helped troubled youth find a better path, checked on seniors who lived alone and helped build relationships that prevented conflict before it became a call for service.

Mr. Black added that PPD officers were the steady calm presence residents relied on and trusted when calling 9-1-1. Police Officers knew the streets, families, challenges and hopes and when the City empowered the PPD with staffing, training and strong support, officers helped shape a city that was safe for the community and full of opportunity. He referenced the City's April 2022 community survey that had delivered a clear and unambiguous message, that out of 11 potential initiatives, 98 percent of responders identified public safety as the highest priority. If public safety was the community's foremost priority and the City's own data confirmed that it was, assuring the recruitment and retention of qualified officers must be treated as an essential priority of City government. The City Council's choices to increase wages determined whether there were a sufficient number of officers to respond quickly and retain experienced professionals that knew the City. Experienced officers in uniform could improve the staffing numbers and improve the quality of life for residents, reduce overtime costs, improve morale and ensure residents would continue to trust that officers would respond when they were needed the most. Investing in the police was not simply an expense but an investment in stability, dignity and peace of mind and a statement that every resident deserved safety as a basic expectation and not a privilege. He asked the City Council to shape the future of the City and support the PPD.

Amy Eubanks, President, PPEA, explained that officers and dispatchers continued to work under wages that were not competitive and did not keep pace with inflation, which was hurting the City financially and operationally through turnover and long-term costs. The City's Long-Term Financial Plan (LTFP) published in 2022 and which ran from Fiscal Year (FY) 2022 through 2026-27, made several things clear. Since early 2021, inflation rose from three to eight percent and during that period, PPD officers received no meaningful market adjustments. Staffing had shown the results through the loss of experienced officers, high training costs, lower retention and ultimately reduced services to the community.

Ms. Eubanks referred to dispatch services and stated the City of Pinole paid only 30 percent of the cost of the Tri-City Dispatch Center, with the cities of Hercules and San Pablo covering the remaining 70 percent. Dispatch salaries were even a smaller burden on the City's General Fund, yet the City still did not offer competitive wages. Pinole continued to lose trained dispatchers to neighboring agencies since the pay did not keep pace with the market while the City's reserves grew from \$8.5 million in 2021 to a projected \$11 million in 2026/27. In 2021, the City's reserves were at 58 percent, far above the policy level and the City Council recently lowered the reserve requirement from 50 to 35 percent. The LTFP also identified the City of Pinole as a low-risk city, which generally needed only about 17 percent in reserves, and the Government Finance Officers Association (GFOA) did not recommend the high reserve levels the City maintained.

Ms. Eubanks noted the City Council intentionally lowered the required reserves, and she asked why the PPEA was being told that competitive wages could not be offered. Also, in terms of the City's pension and Other Post-Employment Benefit (OPEB) liabilities, the City repeatedly incurred those liabilities, which cost involved employees who retired years ago, not today's PPD officers. She suggested there was a responsible solution. As the City created a 115 Trust for pension obligations, the City could create an OPEB Trust, and the reserves above the recommended levels could strategically be used to pay down the liabilities and remove them as a barrier to competitive compensation. She emphasized the cost of the turnover was real, there was lost experience, months of overtime to cover vacancies, training expenses for new hires and increased pension liability when officers did not stay long enough to balance the system.

Ms. Eubanks stated that retention was a financial issue, and the only proven way to fix retention was to offer competitive wages, not Cost-of-Living-Adjustments (COLAs) or delayed increases, but actual market competitive compensation. The City now had Measure I revenue, strong reserves, a low risk financial profile, and clear tools to manage long-term liabilities. With all that in place, she asked why the City could not offer salaries to keep officers and dispatchers in Pinole. If the City wanted to stop the cycle of vacancies, turnover and rising liabilities, it needed to invest in the people who kept the community safe. Retention saved money, competitive wages retained employees and financially the City had the means and could not afford not to provide competitive wages.

Debbie Long commented there was nothing she could say that had not already been said by those in the trenches and that was who the City needed to listen to. She stood by the comments she made during the November 4, 2025 City Council meeting. She emphasized that injury was a real risk to officers, particularly when there were only two officers on duty at one time. Crime was real, and she relayed how if only two officers were trying to apprehend a suspect, the risk of injury to the officers was real and that came with consequences as well. She asked the City Council to get the contract with the PPEA done. The PPD was overworked and underpaid and while Pinole may be a smaller City, there was crime around it and it came into the City every day.

Ms. Long added that with the City Manager now leaving, the contract would be placed in the hands of an Interim City Manager. She did not want someone who did not know what was going on to handle the contract. She wanted someone to get it done immediately. The holidays were here; crime would only increase with more calls for service and the City still only had two officers on the streets unless the City had mandated overtime. She pointed out the Council members who were not present in-person had supported the PPD in the past and should not allow their personal agendas to get in the way of public safety. This contract needed to be done tonight, and if not, before the end of the year.

Tamiko Scott, Vice President, PPEA, reported she served the City of Pinole over the past four years as a generational officer since her father had retired from the PPD. She emphasized her commitment to the City and the PPD, detailed how most officers responded to incidents that most people would never have to experience, and stated that officers were called upon daily to help with the most minor concerns and the worst moments of someone's life. She also relayed an incident in which she responded to a Council member who was not present in-person, as part of her job and duty to the City.

Ms. Scott emphasized every day that passed without a contract sent a message that officers were underappreciated, disrespected, and undervalued by the people they were entrusted to serve. She reported a Council member had stated that the PPD staffing was adequate, but if it was adequate, she questioned why she had to work 130-hours in one single pay period; not once but on multiple occasions. If that was what adequate looked like, it needed to be reevaluated. She reiterated the PPD was one of, if not the, lowest paid agency in Contra Costa County despite the fact PPD officers shouldered numerous ancillary duties beyond daily patrol responsibilities. If the PPD was to remain the self-sustained Police Department it had worked so hard to build, it must be able to offer something meaningful towards retention. The PPD was currently a stepping stone for those seeking better pay, benefits and morale elsewhere. PPD officers continued to show up, provide the highest level of service, and protect the citizens of Pinole. Officers were asking for fairness, respect and a contract that reflected the value of the work being done every day.

Barry Duggan, a member of the PPEA, asked why the Mayor was not present in-person. The PPEA was the largest union and was still out of contract. He was concerned with the prolonged period the City's largest union had been out of contract, five months and counting, and suggested it was unreasonable for the City to allow this to continue for such an extended period of time. Providing fair compensation was essential to retain employees and maintain adequate staffing levels, which enabled them to provide the best possible services to the citizenry. He found it curious the City now and historically had been satisfied with the PPD at minimum staffing levels, with officers and dispatchers almost at the bottom of the salary surveys for wages in and outside the County. The City Council seemed eager to invest in everything but the PPD, City infrastructure and Public Works and rather diverted funds for more staffing at City Hall with directors and assistants to directors, rather than provide fair wages for current PPD staff.

Mr. Duggan noted the City recently increased its director and assistant to director positions while the PPD had been denied a Hiring Manager essential to assisting with the PPD property records, dispatch management and helping to lessen the load of the command staff and officers so they could spend more time on the street. Without a solid foundation, the City could not truly thrive and maintain the highest standards that made it such a desirable place to live. He urged the City Council to prioritize contract negotiations with the PPEA and to invest in the PPD workforce for the benefit of all residents.

Jamie Huckaby, one of the lead dispatchers for the PPD who had served the City for almost 10-years, reported during that time the communications center had been fully staffed on only two occasions and dispatchers had been lost to higher paying agencies. The communications center served three cities and Pinole dispatchers were required to maintain knowledge and readiness well beyond the limits of the City of Pinole. Despite that work load and responsibility, Pinole dispatchers remained the lowest paid in the County. The cities of Hercules and San Pablo funded more than half of their salaries and San Pablo's contract included a five percent annual raise for dispatchers. Other cities recognized the value of qualified, trained and professional emergency dispatchers and Pinole should as well. She also asked that the City consider increasing bilingual incentive pay from three to ten percent, which was the same rate the City already paid bilingual staff at City Hall, staff who do not deal with life and death situations.

Ms. Huckaby expressed concern the skills of those employees were valued less than clerical positions, which was demoralizing and unfair. Dispatchers and officers were on duty 24/7, always showed up for the City and asked the City to show up for them. She emphasized this was her one day off and rather than being with her family, she had to attend the City Council meeting to ask for consideration of a contract.

Ms. Huckaby added she also attended the November 4, 2025 City Council meeting. At that time, one of the Council members who was not present in person, smirked and rolled his eyes during the meeting, while officers were speaking, which reaction made it clear how some members of the City Council perceived and valued the PPD. She emphasized the community and everyone deserved better and if the City Council truly valued public safety, the PPEA should not be without a contract and employees should not have to attend the meeting on their day off and plead for what other officers and dispatchers received. Employees had shown their commitment to the City for years and they asked the City Council to show its commitment to them.

Council member Murphy reported for the record that he was present, had been online since 5:02 p.m. and Mayor Sasai was also present online.

Mayor Pro Tem Tave asked whether Mayor Sasai was present on Zoom.

City Clerk Bell-Spears clarified that Council member Murphy and Mayor Sasai were participating remotely and on Zoom. Given the broadcast limitations, they were both not visible on screen the entire time.

Maria Alegria referenced Item 4B, and asked as the City Council moved into Closed Session that the Council not add the PPEA contract responsibility to an employee who was not already present given serious contract issues the Council needed to deal with. She recommended the City Council bring someone on board for the next four to six months who was a good administrator, good people person and who would build confidence with City staff and the community. She asked that the City Council do its due diligence to ensure the use of a search firm that engaged with the community as the Council considered a new City Manager. She wished the City Council well getting someone on board.

Bob Kopp commented that in the last few years the City had gone downhill. There was a lot of money the City should be using for the PPD, although the Council majority had voted to have a \$12,000 yearly travel allowance increase and a raise for the City Council, which he found ridiculous. He asked the City Attorney to check into some of the reasons why there was always a 3-2 vote of the City Council on almost everything that came up. He suggested the money the City Council approved for the travel allowance and raise should be put back into the General Fund for the PPD. While not a lot of money, it was money that should be spent on the PPD rather than the Council majority to take a tour. He understood one Council member traveled to Washington D.C. at taxpayer expense but there had been no report out of any benefit to the City of Pinole. He suggested it had been a paid vacation at the City's expense and suggested the City should be saving its money for law enforcement and Public Works.

Mr. Kopp also understood the City had been losing money with respect to the placement of handicap ramps which had been approved by the federal government. He suggested the City could not pay out of pocket to build new handicap ramps where existing ramps were located and originally approved. Those monies could be better spent to repair potholes and different things that needed to be addressed. He urged support for the PPD and the Public Works Department.

Cathy McFarland commented the City Council was to serve and protect the community and not systematically destroy and financially bury it and residents in debt. She asked why the City had not worked out a contract with the PPEA for months given that it was a top priority and citizens had stated time and time again it was essential to keep residents safe. If there was a known criminal in Pinole, she wanted that person picked up and arrested by the PPD or Immigration and Customs Enforcement (ICE). No criminal should get a "get out of jail free" card because of who came to arrest them or where.

Ms. McFarland also understood the City was considering two cannabis dispensaries without much regard to the many negative effects on the community. She had shared during the November 4, 2025 City Council meeting that the top 20 dangerous cities in the State of California, including the cities of Richmond and Antioch were in Contra Costa County.

Both cities were listed in a presentation on cannabis dispensaries and Ms. McFarland suggested the State was numb with these cannabis dispensaries and the County had millions in dollars in cannabis sales. She highlighted the taxes the City received and the City Council's plans for possible future tax increases to raise revenue, although residents were already paying for existing bonds, some of which were being paid for half of one's lifetime along with a recent existing sales tax increase. She also detailed the recently approved City operating budget figures and suggested the City was slowly being strangled and financially abusing residents to the point they were losing homes and being put out into the streets. The City needed to make major cuts, sell parcels of land the City owned and work on a budget with no deficit.

Maria Figueroa, a dispatcher for the PPD, stated she began her career as the Administrative Assistant to the Police Chief and later transitioned into dispatch, a role where the stakes were life and death. She also lived in the City of Pinole; in a home she rarely saw due to the overtime and requirement of the work. Dispatchers were constantly short-staffed and the burden fell on everyone. She suggested the dispatchers were understaffed since the compensation did not reflect the responsibility or the work load. Dispatchers and PPD officers were the lowest paid in the entire County. Dispatchers were required to operate across three cities and each had its own policies and procedures, whereas the other dispatchers were responsible only for a single city, with less responsibility but paid more than Pinole dispatchers. As a bilingual dispatcher, she only received a three percent increase for that skill.

Ms. Figueora explained that before transitioning into dispatch, she had earned five percent and other City employees currently earned 10 percent, leading her to feel her skills were not valued. Her ability to communicate in Spanish allowed her to assist callers immediately without having to wait for a translator given that when in an emergency every second mattered. That skill saved time, improved outcomes and in some cases saved lives. The PPD operated 24/7 and she spent more time on the job than she did with her own family. She too was concerned the City Council did not value the PPD and dispatchers who wanted action, a fair contract and employees' value to be recognized. She urged the City Council to invest in the employees or continue to lose them.

PUBLIC COMMENTS CLOSED

Mayor Pro Tem Tave thanked the speakers for their comments. He reported the City Council would convene into Closed Session as agendaized and estimated a return time of 7:00 p.m.

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

At 7:11 p.m., Mayor Pro Tem Tave reconvened the meeting into open session. There was no reportable action from the Closed Sessions.

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.

Rafael Menis announced that a protest had been planned on November 22, 2025 from 11:00 a.m. to 12:00 p.m. at the intersection of San Pablo and Tennent Avenues, to protest against various actions of the federal government. He also reported November 20, 2025 was Trans Day of Remembrance. He submitted a full list of names to the City Council and appreciated the publication of the list, but took the opportunity to read into the record the names of the 31 individuals who died during the period from October 2024 through September 2025. He reported that all of the individuals killed had been either trans or had another non-binary identity. He mourned their loss in their communities, the country as a whole and hoped one day there would be no names on the list.

Debbie Long expressed concern the City Council did not listen to what the public had to say, unless it was someone who supported Council members. She referenced the discussion during the November 4, 2025 City Council meeting about cannabis sales and the direction to staff to come back with more information regarding cannabis distribution within the City. Council member Toms asked the Mayor if the City Council could first have a Town Hall meeting for citizen input, but the Mayor would not amend the motion and the motion carried by a 3-2 vote. That action was in contradiction to a motion by Council member Toms, which had been offered several meetings ago, asking for staff input on limited truck weight limits on San Pablo Avenue. The Mayor would not approve the motion asking for a Town Hall meeting first on weight limits on San Pablo Avenue/downtown roads. She found that to be hypocritical on the part of the Mayor and suggested it was more important to have a Town Hall meeting on cannabis distribution centers first before the topic of truck weight limits on San Pablo Avenue. She noted a cannabis club on the dam road had already been broken into two times this year, and given that situation, impacts on the PPD should have been discussed, particularly in light of the fact the PPD was working without a contract.

Ms. Long added the clock tower had graffiti for some time, and she understood the owner was responsible for maintaining the clock. She asked that staff contact the property owner and allow a short window for cleanup. Additionally for those Council members participating remotely, she asked whether citizens had a right to know where they were at this moment since she understood that was something the public was allowed to know. She also referenced the consideration of renaming Bayfront Park, and commented that two people had been instrumental in the development of the park; Jack Meehan and Peter Murray, neither of whom had any input in the name change. She understood why the City wanted the name changed but asked that the name of the park be renamed *Rookös – Bayfront Park* to keep some history of the park and the members who worked 25-years to get the park developed.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Sasai reported he had joined two regional committee meetings, the Contra Costa Mayors Conference and the WestCAT Board of Directors. The WestCAT Board of Directors discussed updates to the WestCAT Evolution Program and updates to routes within the region, particularly for the City of Hercules.

A final draft of the program would come back at a future WestCAT meeting. Mayor Sasai also joined Council members Toms and Murphy for the ribbon-cutting ceremony for a new business just opened on Fitzgerald Drive for Sourdough & Co.

Mayor Sasai personally thanked the PPD and Police Chief for the apprehension and arrest of a suspect related to spray painting small businesses and expressing displeasure with City officials. He again thanked the PPD for its amazing work. He otherwise wished everyone a happy holiday and looked forward to returning to the City Council in December.

B. Mayoral & Council Appointments

1. Appointment to the Contra Costa County Library Commission

City Clerk Bell-Spears presented the staff report dated November 18, 2025, and recommended the City Council reappoint George Pursley to the Contra Costa County Library Commission to a term expiring June 30, 2028.

Responding to questions from Council member Martinez-Rubin, City Clerk Bell-Spears clarified she was unaware of any other applicants for the position. Staff had been contacted by the Clerk to the Contra Costa County Library Commission that a reappointment was required. Staff reached out to Mr. Pursley to ensure he remained interested in serving in the role. She also clarified the body itself handled its own recruitment, but if City staff was asked to do additional advertisement that could be done and had been done in the past.

Council member Murphy asked whether Mr. Pursley was present in-person, and City Clerk Bell-Spears understood Mr. Pursley planned to attend the meeting but was not present in-person or online.

Council member Murphy asked that Mr. Pursley be invited to attend a December City Council meeting to provide an update on the Contra Costa County Library Commission.

PUBLIC COMMENTS OPENED

Irma Ruport stated she knew Mr. Pursley personally and she approved of his nomination and appointment.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Murphy/Toms to appoint George Pursley to the Contra Costa County Library Commission, to a term expiring June 30, 2028.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

C. City Council Committee Reports & Communications

Council member Toms reported she attended the ribbon-cutting ceremony for Sourdough & Co. She welcomed the business to Pinole. She also planned to attend upcoming meetings for Marin Clean Energy (MCE) as the Alternate while Council member Murphy was out of town, and the Association of Bay Area Governments (ABAG) Executive Committee as the Alternate while the primary was out of town.

Council member Murphy reported he had no report at this time, but would provide updates at the December 2, 2025 City Council meeting.

Council member Martinez-Rubin reported the Ad Hoc Committee to Review Council Procedures had met with the City Attorney and the City Clerk to introduce the task that would include the review of a handbook for members of the City Council that had been prepared by staff. The handbook would include chapters on the overview of the City Council/City Manager form of government, City Council procedures, and distinguish the roles between the obligations, responsibilities and authorities of Council members relative to the City Manager and ethics resources.

Council member Martinez-Rubin reported she also attended the November 11, 2025 Veterans Day ceremony at Fernandez Park. The community was pleased the event returned to the City and had been included in the budget for the Community Services Department. There had been feedback that along with the celebration there should be some solemnity to the event. In the past, that solemnity had been provided by reading the names of veterans who lived in Pinole and had passed away in service. She suggested that be brought back for the next year's event and expressed the willingness to help with any research.

Council member Martinez-Rubin also reported on her attendance at the WestCAT Board of Directors meeting with presentations on WestCAT Evolution, which outlined a number of activities for the public and those interested in public transit, on how it could better serve the community and region (Hercules, part of the unincorporated area and Pinole) and continue with the different lines of service, fixed lines and paratransit services and possibly other programs, while keeping in mind the agency had not returned to the same number of passengers pre-COVID-19. More information on how the public would be informed of the analyses to be prepared by a consultant would be provided in January.

Council member Martinez-Rubin also attended the Holiday Craft Fair and she provided an example of a tote bag that Sustainability Manager Kapil Amin had created to promote sustainability and to promote the City of Pinole. She thanked everyone for making the event possible. More information on the tote bags was available through the Planning Department. She also wished everyone a healthy and safe Thanksgiving holiday.

D. Council Requests for Future Agenda Items:

PUBLIC COMMENTS OPENED

Rafael Menis requested that the City Council schedule a future agenda item to add a proclamation recognizing Trans Day of Remembrance for 2026.

PUBLIC COMMENTS CLOSED

Council member Murphy requested a future agenda item in support of a local elected sign-on letter in support of the Bay Area Air Quality Management District (BAAQMD) Zero Emission Appliance Standards, Regulation 9, Rules 4 and 6, to reduce emissions of nitrogen oxides from residential and commercial furnaces and water heaters in buildings in the Bay Area. He asked the City Council to support the rules, and there were some flexibility and affordability measures that could be considered and he had language in that regard he could share with staff.

ACTION: Motion by Council member Murphy/Mayor Sasai, to support a local elected sign-on letter in support of the Bay Area Air Quality Management District (BAAQMD) Zero Emission Appliance Standards, Regulation 9, Rules 4 and 6, as a future agenda item.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

E. City Manager Report / Department Staff

City Manager Kelcey Young thanked City staff who put forward the Veterans Day and Holiday Craft Fair events and the Public Work Department for cleaning up after the recent storm and setting up holiday decorations.

City Manager Young also reported as many were aware that she had offered her resignation as the City Manager. This was her last City Council meeting, and she was proud of the work she had done in Pinole. She thanked the City Council for the opportunity, the community and City staff, particularly the Executive Team. She was also overwhelmed by the outpour of support and kind words from the community and thanked everyone.

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

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Family Court Awareness Month

The City Council read into the record a proclamation recognizing the month of November as Family Court Awareness Month with the proclamation presented to Tina Holtzclaw.

Mayor Sasai reported the owner of Tina's Place had reached out to him about the proclamation which prompted him to do some research. He thanked Tina Holtzclaw for her advocacy and learned family court was not just a place where decisions were made, but where stories of trauma and resilience happened, and for many family court was a defining experience for their stability and for their future.

PUBLIC COMMENTS OPENED

Tina Holtzclaw thanked the City Council for the recognition of Family Court Awareness Month, and emphasized the need for oversight and change in the family court system. This was the first step to achieving those goals.

PUBLIC COMMENTS CLOSED

B. Presentations: None

Mayor Pro Tem Tave rearranged the meeting agenda and moved on to Item 12A. New Business at this time.

12. NEW BUSINESS:

A. Republic Services Credit Memorandum of Understanding (MOU). Action: Review and approve Republic Service MOU and credit to subscribers for work stoppage and delegate authority to City Manager to finalize terms and execute MOU (Kelcey Young)

City Manager Young reported she had not prepared a presentation for Item 12A. The City Council had copies of the Republic Services Credit Memorandum of Understanding (MOU). She highlighted the July 8 through July 21, 2025 work stoppage and service disruption to residents and service subscribers, and the City of Pinole's issuance of a Notice of Default to Republic Services, as outlined in the November 18, 2025 staff report.

In response, Republic Services offered a credit to impacted subscribers, with the terms reflected in the MOU, as contained in Attachment A to the staff report.

City Manager Young asked the City Council to review and approve the Republic Services MOU and credit to subscribers for work stoppage and delegate authority to the City Manager to finalize terms and execute the MOU.

Responding to questions from the City Council, City Manager Young, City Attorney Eric Casher, and General Manager, Republic Services/Richmond Sanitary Service, Shawn Moberg clarified:

- The City Manager and Republic Services had multiple conversations and communications to discuss whether or not there could be a credit. The City Manager had asked a few times for a different negotiated credit, but Republic Services wanted it to be standardized with other cities. The City of San Pablo recently approved a similar MOU and the City of Richmond planned to approve a similar agreement on this date. (Toms)

- The City Managers were in agreement that a credit was due residents and while a larger credit had been sought, the Republic Services viewpoint was that there was more to it than the week of work stoppage in that there were still some services provided during that time. The MOU was what Republic Services was comfortable proposing and the MOU had been brought to the City Council to consider whether it should move forward. (Toms)
- The City's new Franchise Agreement with Republic Services included a new Vehicle Impact Fee (VIF). Acknowledged a request for a credit for the two-week period when trash was not picked up in front of residents' homes and VIFs had not occurred. Acknowledged a recommendation that if a motion was made to move the MOU forward, a follow up motion be considered to allow Republic Services to waive two weeks of VIF fees on future billings as opposed to a rebate process that could be a logistical nightmare. (Toms)
- Described the formula used for the Residential Credit as shown on Page 157 of 178 of the agenda packet. The information was not formulated by City staff but by Republic Services. Republic Services had determined rather than one credit for a missed pickup it would offer two credits for a missed pick-up, with the same methodology used for all services in West County. That methodology was described in detail. Republic Services hoped the MOU would be approved to allow the City Manager to execute the MOU and Republic Services to issue credits prior to December 1, 2025. (Mayor Sasai)
- Confirmed the City Manager advocated for a higher credit amount, with multiple options discussed with Republic Services. There had also been discussions to include the VIF in the MOU. If the City Council wanted to pursue that option it would have to come back at a later date. (Mayor Sasai)
- Clarified how Republic Services had determined two credits would be offered to residents, which Republic Services determined would be reasonable, fair and equitable. (Mayor Sasai)
- The MOU included language that provided the credit would cover the work stoppage and the impact to residents with the defined work stoppage from July 8 to July 21, 2025. The credit and the City's release of any claims related to the work stoppage would be limited to that period of time. For any future work stoppage or strike, the City would have the same ability to negotiate a resolution separately. (Martinez-Rubin and Mayor Pro Tem Tave)
- Clarified the process moving forward and Republic Services' ability to ensure consistency across the board. Again, confirmed the City of San Pablo had recently and unanimously approved the same MOU and while San Pablo had also asked for additional consideration, Republic Services wanted to stay within the confines of the MOU. Clarified the City of Richmond would consider the MOU at a meeting scheduled for December 2, 2025, and all West County cities would have the same MOU. The City of Hercules was anticipated to consider the MOU at a December meeting. Republic Services also anticipated appearing before the Contra Costa County Board of Supervisors before the end of the year. (Murphy)

- Detailed how Republic Services handled the work stoppage. Republic Services recognized City Manager Young and the Public Works Department for their collaborative efforts during the work stoppage. In terms of the future, Republic Services stood by the services provided. (Murphy)
- Clarified the total commitment that Republic Services would make to the community, based on the Residential Credit (Page 157 of 178 of the agenda packet), the total resident base and multi-family dwellings with less than five units, with the total refund to the community estimated at \$69,000. (Mayor Pro Tem Tave)

PUBLIC COMMENTS OPENED

Irma Ruport understood Republic Services would provide \$69,000 in credit to residents. She referred to the service called Neighborhood Dumpster Days that used to be provided to residents, although that had been stopped since they had not been monitored well in the neighborhoods. She requested that Dumpster Days be included in the contract with Republic Services on a trial basis for one year to see how it goes. She noted many residents did not take advantage of the twice a year, 15-free bag pick-up and could use that service along with Dumpster Days, particularly for seniors who did not have the ability to bring in some of the larger items.

Rafael Menis referenced the Residential Credit as shown on Page 157 of 178 of the agenda packet, and explained he had calculated that for the \$2.68 franchise fee multiplied by the 848 total subscribers split across the various different categories, and calculated there would be an additional refund of \$15,672.64. The IRRF surcharge was more complicated since it varied by subscriber type, and he had not completed the calculation for that one. Given that Republic Services' trucks were not for the most part undertaking the activity that triggered the franchise fee and were not on the street causing the strain generating the nexus for the fees, he asked who would be responsible to repay the franchise fee. If the responsible party to provide that refund was the City of Pinole, he asked from what source that refund would be paid.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin noted that many of the comments during the work stoppage were not always positive, although when she requested a bulk pickup it had been deferred with the fee waived. She found that the right thing to do and recognized those kinds of circumstances were not always public knowledge. She relayed another situation where a small garbage bin had been lost during pickup and she received a replacement the next day. She appreciated that level of service and thanked Republic Services.

ACTION: Motion by Council members Toms/Martinez-Rubin to approve the Republic Services MOU and credit to subscribers for work stoppage and delegate authority to the City Manager to finalize terms and execute the MOU.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

Council member Toms offered a motion that the City Council direct the City Manager or designee to work with Republic Services on crediting the VIF for an additional two-week period on future bills.

Council member Martinez-Rubin understood rather than a reimbursement, there would be no charge or levy for the VIF for a period of time, although Council member Toms explained she had a conversation with Mr. Moberg about the best way to approach that idea, and he suggested that not billing for a future cycle was much cleaner than rebating a past bill.

Council member Martinez-Rubin understood cleaner meant administratively less effort required.

Council member Toms repeated the motion, seconded by Council member Martinez-Rubin to direct the City Manager or designee to work with Republic Services on waiving the charge equal to two-weeks' worth of VIFs for customers.

On the motion, Council member Murphy commented based on the current conversation that the goal was for residents to avoid some of the extra costs during the time of the service failure and help to restore trust and goodwill. He wanted to ensure in terms of process how this would come back. If the motion was approved, he asked the City Manager or staff to speak to next steps.

City Manager Young suggested it would make sense to come back to the City Council so that when and if the motion passed, staff would work with Republic Services to come up with exactly how much of a credit or a reduction in the VIF would look like moving forward in December or early January, and that way it could be showcased and be transparent.

Council member Murphy wanted to ensure that residents saw immediate and visible benefit. He recognized the MOU approval was the best way to do that. He wanted to ensure the City was focused on ensuring residents actually understood the benefits, whether a rebate or a credit. He understood the form of another MOU would come to the City Council at a future date

City Manager Young was uncertain it would require a full MOU but some sort of way to memorialize or formalize this process would be required.

ACTION: Motion by Council members Toms/Martinez-Rubin to direct the City Manager or designee to work with Republic Services on waiving the charge equal to two-weeks' worth of Vehicle Impact Fees for customers.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

City Clerk Bell-Spears announced for the benefit of the public that the City Council would proceed with Item 12B, to be followed by Item 11A and thereafter the Consent Calendar.

- B. Approve a Memorial Renaming Bayfront Park and Sign Installation in Honor of Ohlone. **Action: Adopt Resolution per Staff Recommendation (Fiona Epps)**

Communications Director Fiona Epps provided a PowerPoint presentation on the approval of a Memorial Renaming Bayfront Park in Honor of the Ohlone, which included an overview of the request from the Pinole Valley High School (PVHS) Native American Student Union (NASU), recommending approval of a memorial renaming Bayfront Park in honor of the Ohlone; City Memorial Policy approved in 2020; background of the request from PVHS NASU to the Committee on Memorials and the renaming of Bayfront Park to Rookōs Park, the traditional name for tule in the Chochenyo language. Tule was found in abundance on Pinole shores and had cultural significance and environmental importance. She also highlighted the youth efforts to rename Bayfront Park with photographs provided by the faculty lead from the PVHS NASU and the Forensic Speech & Debate Club.

The renaming of the park was intended to honor the Ohlone heritage, educate the community, uplift student led equity efforts reinforcing ongoing City and West Contra Costa Unified School District (WCCUSD) Indigenous recognition.

The park signage and interpretative board was also detailed, with the existing wooden entry sign in good condition and with a new panel to be added. High density urethane was recommended for durability and aesthetics and weatherproofing the interpretative board was recommended to explain the cultural significance of tule with the designs to follow the City branding and park signage standards. If approved, staff would proceed to select a vendor that met the City's criteria for quality aesthetics and costs. The envisioned dedication activities would include the Tribal Partners vision for string making, abalone bead crafting, tule boat building and launching, and tribe elders and student advocates would speak during the unveiling of the new sign.

In terms of implementation and coordination, the vendor chosen would provide design, fabrication and installation services for the new park signage. City staff was prepared to support installation and event, and update regional mapping services (Google Maps, GIS, etc.) and implementation was anticipated with minimal disruption. It was also noted there was broad community support for the request from NASU, the Forensic Speech & Debate Club, African American Student Union (AASU), IndoPak Student Union, American Sign Language (ASL) Program, along with teachers, staff and community members.

The estimated signage costs depended on the type of materials and would range from \$11,000 to \$17,000, with funding to be reallocated from the Measure S 2014 Park Operations Budget. There would be no new fiscal impact associated with the approval.

Communications Director Epps asked the City Council to adopt a resolution approving the application for naming and dedication of City Facilities to rename Bayfront Park in honor of the Ohlone and install a memorial sign. Council approval would authorize staff to rename Bayfront Park to "Rookōs Park," procure signage reflecting the new park name and educational interpretation, reallocating Measure S funds from parks operations and coordinate an unveiling and dedication ceremony event in partnership with the PVHS NASU and Forensic Speech & Debate Club and Tribal Members of the Nations of Lisjan.

Communications Director Epps, Community Services Director Andrea Dwyer and Finance Director Markisha Guillory responded to questions from the City Council:

- Acknowledged appreciation for the work of PVHS NASU, Lead Michele Lamons-Raiford and others for their work on this request. If approved, the branding standards would be merged with the Community Services Department park signage standards. (Mayor Sasai)
- Again acknowledged recognition of the work of the PVHS NASU and Ms. Lamons-Raiford for the work on the request which involved a two-year effort. Clarified Measure S 2014 Parks Operation Budget funds were allocated for park usage. The funds had not been specifically allocated to a specific project. The funds were available in a recreation budget, but allocated for other improvements that had been earmarked. The proposed appropriation of funds would be removed from those improvements/services and allocated to the replacement of the Bayfront Park sign. (Murphy)
- Staff would be looking at City signage throughout the City of Pinole in the near future, since many signs required replacement. Again, clarified the proposed use of Measure S 2014 Parks Operation Budget funds, reiterated funds had not been assigned to one specific project, but as projects arose. As an example, the holiday tree lighting was over budget given expenditure increases due to safety protocols. As a result, some of the Measure S 2014 Parks Operation Budget funds would be utilized. (Murphy)
- Confirmed design guidelines for City parks had been established when the City's branding guidelines had been established. The Community Services Department would utilize this process when moving forward, and once staff proceeded with new signs, those signs would come before the City Council. Acknowledged the City's new branding and logo guidelines were to be utilized throughout the entire City for consistency and clarity. Acknowledged a request to ensure the project aligned with the beautiful, strategic and thoughtfully adopted branding guidelines for the City. Staff emphasized the fonts and styles of the proposed signage would be in alignment with the current City branding guidelines to ensure consistency with outdoor signage in City parks. (Murphy)
- Acknowledged concerns with needed repairs to the skatepark ramp. Confirmed the skatepark ramp had not been repaired, funding for repair had not been allocated, the project was not ready to be reviewed and had not been included in the current list of projects. Reiterated the dollars in the Measure S 2014 Parks Operation budget were for parks projects. Staff was currently using all resources to maintain City fields between now and February 2026, and had not yet allocated the time needed for repairs for each City park but had identified some areas that needed additional wood chips, as an example. In those instances, the cost of materials had been pulled from Measure S 2014 funds. (Martinez-Rubin)
- As to what allowed staff to bring the proposed renaming of Bayfront Park to fruition now rather than other matters on the books that could be related to safety concerns, staff clarified when a memorial application was received there was no defined timeline. In this case, the proposed renaming was a two-year effort. PVHS NASU advocated for the project and submitted an application after coordinating with the Tribal Members on their ideas for the renaming of the park. The City Manager was charged with reviewing the application and determining whether it should move forward to City departments and the Memorials Committee for recommendations on next steps, and determine whether there were other stakeholders or whether other information was needed. (Martinez-Rubin)

- This application came to fruition over the summer with the application submitted in June 2025. There had been consultation between staff and the Public Works and Community Services Departments, which provided input on the signage and installation. Since the installation of the signs would be by the vendor, the Public Works Department did not need to install and that cost would be covered in the cost for the vendor. PVHS NASU expressed no specific timeline they just wanted to see the application move forward at some point. Again, clarified the fiscal impact, funding source and staff desire to be as transparent as possible to inform the City Council where the funds for the project would come from. (Martinez-Rubin)
- Staff clarified in the 2023 timeline there had been City Council support for the renaming process. When that started, this request supplemented that effort and staff understood this application was to move forward to the City Council. Staff again clarified the use of Measure S 2014 Parks Operation Budget funds and acknowledged the use of funds from another City Department had been discussed, but the proposal fit into the use of Measure 2014 Parks Operation Budget funds. (Martinez-Rubin)
- Staff had not received any offers for funding from stakeholders, PVHS NASU or others to offset the cost of the project. Tribal Members had offered to play a large role in the dedication event but there remained details to be finalized with the stakeholders with respect to costs for the event. Based on the description of the dedication event, which had been provided by the stakeholders, it was described as a smaller expense allowing the City to pay the cost. Staff added there were some special departmental expenses in the City Manager's budget that could support some of the smaller costs associated with the dedication event. (Martinez-Rubin)
- The Memorials Committee discussed the Memorial Policy approved in 2020. Staff confirmed there had been some applications for memorials, which included an offer to donate an entire structure or labor costs. As an example, there was an application request to approve and install a redwood plaque in Pinole Valley Park as a memorial at no cost to the City. In this case, the applicant had not offered to pay for the signage or the renaming of Bayfront Park. It was up to staff to try to find funding for the request. Staff had discussed updating the Memorial Policy and adding a budget in the next fiscal year to offset costs, but it was challenging given the unknown of what could be requested. (Martinez-Rubin)
- Acknowledged a request for staff to go back to the different groups involved and request the involvement of the youth, any other community members and Tribal Members, to enhance the goals to have an intergenerational one-time dedication. The intent was also to foster improved relationships in the City between the tribes and people who were not of the tribes, and foster an intercultural exchange throughout the year, with other organizations in Pinole and non-profits who would like a relationship with those groups, such as the Pinole Historical Society and Pinole Artisans. Acknowledged a request that staff facilitate those intercultural exchanges. (Martinez-Rubin)
- Five memorial request applications had been received in 2025, with two to five applications received per year on average during the Communications Director's tenure with the City. If so directed, staff could return with a memorial budget and prepare that information for FY 2026/27 and submit it for review. (Mayor Pro Tem Tave)

PUBLIC COMMENTS OPENED

Irma Ruport thanked the Communications Director for all of the work and the community support for PVHS NASU to get involved, which was nice to see. She hoped there would be more involvement from students in the future. She strongly recommended the City Council support the name change, and commented on the history and heritage in Pinole. She wanted to see the City appropriately define all roles, ensure everyone was included, and invite the students to come back and offer their support. She also recommended the involvement of more youth in City government since youth were the future.

Rafael Menis supported the proposed rename change of Bayfront Park to Rookōs Park, which was a good way to signal the connection to the past and build more connections with the tribes as the City had been trying to do through its Environmental Justice Element and various policies it had been working towards over the past several years. He recognized the desire to maintain a connection to the history of the site and asked whether it would be possible to have a segment, a bench, or some sort of sub-memorial recognizing Peter Murray and Jack Meehan, to acknowledge their work building up the site.

Mr. Menis added it was not necessarily reasonable to expect every applicant submitting a memorial request to the City to provide the same level of support since some applicants may have the time and/or material resources while others may not. The City could choose to have that be a factor in the Memorials Committee assessment process, but that should not be a decisive factor since the City wanted to encourage student bodies and others who may not have the resources to advocate for ways they want to see things memorialized and implemented in the community. He recognized the efforts of the student groups at PVHS who had gone out of their way to advocate for this request, attend City Council meetings and work to make this request happen. As a matter of public policy, the City should encourage and seek to see more such efforts

Anthony Vossbrink asked on behalf of himself and others who patronized City parks whether other financial avenues had been explored for Bayfront Park, the dog park or Pinole Valley Park, such as a partial grant that could help offset the costs of the sign program/memorial. He understood there were other things the City could do to dress up the park in line with requests for hardened security, which many members of the community had requested given the onset of criminal activity. In particular, a resident lost her life on the park trail near the RV storage lot near the railroad tracks along the creek. He asked the City Council to consider adding lighting in the parking lot and improve security on the outer rim or center of the park. After 7:00 p.m., the area was dark but people continued to use the park. He suggested solar lights could be installed in the parking lot. He also asked about the City's signage standards since the dog park and other parks had outdated signage with old telephone numbers, which residents had asked for years to be updated. He suggested new lights would not impact any wildlife within the proximity of parks.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin asked whether it was feasible to have the new name Rookōs Park and in parenthesis Bayfront Park. She agreed with the need to honor the original inhabitants of the area, the culture and ancestry while at the same time memorializing the initial history of Bayfront Park. Having lived in multi-cultural settings, it was not one or the other, there were representatives of different groups, be they primary language or cultural.

Council member Martinez-Rubin commented that Bayfront Park was almost generic and encompassed many groups. The new name could be highlighted with possibly a larger font and in a color that stood out. She suggested design-wise both elements could be part of the sign.

Communications Director Epps suggested that could be incorporated into the interpretative board, a good place to include that information.

Mayor Sasai thanked Council member Martinez-Rubin for her comments, her suggestion and viewpoint. He explained when the application had been submitted by PVHS NASU and Ms. Lamons-Raiford, they had been pushing to rename Bayfront Park to Bayfront-Ohlone Park, but in consultation with the Ohlone leaders, including Corrina Gould, with the Sogorea Te 'Land Trust, they went a totally different direction and emphasized the name should be Rookōs Park given the vegetation present in the area of the park. He loved the name Bayfront Park and wrestled with the request, but the stakeholder input was incredibly valuable and renaming Bayfront Park was the least the City could do given the history of the Ohlone and their presence in Pinole. While he would love to combine the names, he would like to honor and lean on the Ohlone experience and lived experiences to move the request forward.

Mayor Sasai liked the Communications Director's suggestion to somehow explain the history of Bayfront Park in the interpretative interactive board to educate the public of the history of the park past and present. He thanked Communications Director Epps for her thoughtful engagement with community partners about the process and what went into the recommendation. He was concerned there were no final designs to review at this time, as well as no design standards for park signage, but would like to move the item forward.

Mayor Sasai offered a motion to approve the staff recommendations to rename Bayfront Park in honor of the Ohlone and install a memorial sign. He explained that Council approval would authorize staff to: rename Bayfront Park to "Rookōs Park", procure signage reflecting the new park name and educational interpretation, reallocating Measure S funds from parks operations and coordinate an unveiling and dedication ceremony event in partnership with the PVHS NASU and Forensic Speech & Debate Club, and Tribal Members of the Nations of Lisjan, contingent upon review by the Memorials Subcommittee and approval of the final signage and interpretative board in compliance with the City's signage guidelines.

Council member Murphy seconded the motion.

On the motion, Council member Martinez-Rubin appreciated the staff suggestion about including some of the name history on the interpretative board, although that had not specifically been included in the motion. She asked if that direction should be included in the motion.

Mayor Sasai as the maker of the motion and Council member Murphy as the second, accepted the amendment to the motion to include the history of the name Bayfront Park on some part of the interpretative board.

ACTION: Motion by Mayor Sasai/Council member Murphy to adopt a resolution approving the application for naming and dedication of City Facilities to rename Bayfront Park in honor of the Ohlone and install a memorial sign. Council approval would authorize staff to rename Bayfront Park to “Rookōs Park,” procure signage reflecting the new park name and educational interpretation, reallocating Measure S funds from parks operations and coordinate an unveiling and dedication ceremony event in partnership with the PVHS NASU and Forensic Speech & Debate Club, and Tribal Members of the Nations of Lisjan, contingent upon review by the Memorials Subcommittee and approval of the final signage and interpretative board in compliance with the City’s signage guidelines, along with the inclusion of the history of the name Bayfront Park on some part of the interpretative board.

Vote: **Passed** **5-0**
 Ayes: **Sasai, Tave, Martinez-Rubin, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

The City Council moved to consider Item 11A. Old Business at this time.

11. OLD BUSINESS:

- A.** Update on Implementation of the Residential Health and Safety Rental Inspection Ordinance (Pinole Municipal Code Chapter 8.30) and Adoption of Administrative Regulations. **Action: Adopt Resolution per Staff Recommendation (Jared Murti, Housing Fellow, Lilly Whalen)**

Community Development Director Lilly Whalen introduced Housing Fellow Jared Murti, Partnership for the Bay’s Future (PBF), who provided a PowerPoint presentation and update on the Implementation of the Residential Health and Safety Rental Inspection Ordinance (Pinole Municipal Code (PMC) Chapter 8.30), which included an overview of site development and data transfer and research and community input; Council input around decarbonization in terms of tracking efficiency upgrades, connecting operators to existing resources and partnering with the Climate Action Plan (CAP) monitoring; Council input around tenant data, and engagement with municipal operators, tenant advocates and community input; highlights of the proposed administrative regulations; temporary transition schedule for 2026/27 implementation (category-based compliance regulations), next steps and implementation timeline. Administrative regulations proposed in January 2026, were also highlighted.

Responding to questions from the City Council, Community Development Director Whalen and Housing Fellow Murti clarified:

- Staff would have to review the City’s Housing Element to determine whether it included a specific policy requiring this program but there were policies with respect to the inspection of the rental housing stock and it could be tied to programs in the CAP. (Toms)
- As to whether fees would cover the cost of the inspector, staff had done some “back of the envelope costing” and evaluation of the fees that may support full cost recovery, with the opportunity staff was working on now with a new user fee setting. (Toms)

- Staff would dive in first with this issue and in tandem look at a class comp study for a new position and make sure the fees from the User Fee Study supported that position. Staff hoped to bring back the fees and the position at the same time at a future date. (Toms)
- The current system used by the City began only a few years ago and that system was described in detail. When a property owner needed to renew the Certificate of Occupancy (COO), the first step would be the eTrack portal to renew their business license and then apply for a new COO on a Microsoft form developed by staff. Thereafter, they would have to go to a link to pay the fees and then book the actual inspection using Microsoft Bookings. This process involved three different systems reconciled by staff when the actual inspection was performed. If corrections were needed from the inspection, the property owner would receive a hard copy inspection checklist and would have to apply for a building permit through the eTrack system and then schedule a second follow-up inspection prior to receiving the COO, which would be manually generated in the City offices using Microsoft Word. All of those functions could be performed under the new Tolemi software platform. (Murphy)
- In terms of implementation, confirmed the new Tolemi platform would follow a City trend of moving away from paper. Staff would conduct office hours to provide dedicated support in-person for those who may have varying technical literacy levels. Based on input from other municipalities, Tolemi had excellent customer service for both city staff and enrollees. Staff also had success with the Community Development Department kiosk counter, which assisted people not as familiar with online systems. Staff was confident they could continue to navigate the kiosk while implementing the new system. (Murphy)
- As to the degree to which the City could be transparent with data, currently with respect to demographic data and fair housing laws, staff understood the City was in compliance. In January when staff returned with more information on the regulation pieces and after consultation with the City Attorney, staff should have more information on the compliance requirements. (Murphy)
- Acknowledged appreciation for the staff work on the program for a more modern and transparent forceful system protecting tenants and responsible property owners. (Mayor Sasai)
- As to how staff could maximize enrollment and minimize tenant non-compliance, clarified that maximizing enrollment would be through engagement with the software platform identifying suspected rental properties and creating mailers and other ways to identify and engage with non-compliant units. The ease of use of the new platform as a one-stop-shop, was something based on input from other municipalities, key to getting people on-board. When the program officially relaunched, engagement with the Realtor® community would also be key, which piece was currently missing. Ensuring Realtors® were educated about this program was a requirement for those renting out their homes. (Martinez-Rubin)
- Staff also would like to include an incentive piece, to enroll early and not miss the deadline, and while what that could look like was not currently known it could involve waiver of the first-time enrollment fee. In addition, staff was considering a self-certification option which may incentivize people to enroll in the program. (Martinez-Rubin)

- Acknowledged a request for the program and its resources to be a resource for renters. Clarified staff could bring something back in January and there were some municipalities that had the same software provider staff could reference. The program could provide information on rental pricing, utility costs, code violation complaints and the like and was helpful for a renter to make informed decisions and also provide transparency. Another benefit of the revamped program would be the resources the City would put into the staffing as well, with the staff person to serve as the first person in line to go out in the event of substandard housing complaints from the community, currently handled by the City's Code Enforcement Officer. Additionally, the platform itself would eventually help the City understand more about the housing stock which could help drive additional policies in the future that would help renters and tenants. (Martinez-Rubin)

PUBLIC COMMENTS OPENED

Rafael Menis appreciated Council member Martinez-Rubin's questions, but as a renter himself he was unsure how accessible the platform would be to renters since it was primarily designed for the benefit of the City first and property owners secondarily. He asked how a renter would know the platform existed, whether it would be highlighted on the City website, and whether there would be a requirement to have links to the platform in any advertisements of the rental property. He also asked how would it work with First Amendment issues, and more broadly, if people were reporting things through the platform, whether reports would be made anonymously or whether names would be attached to them. He was concerned since there was a power imbalance between renters and their landlords, often substantially, and a tenant may be unwilling to say or bring up a concern with the household for fear of retaliation, whether or not retaliation was legal.

Mr. Menis commented the reality of the power relationship itself made filing a complaint a dangerous act, especially if it could be tracked back to the individual filing the complaint. If the City wanted the platform to be a resource to benefit renters and used for complaints and the like, he asked how the City planned to mitigate the fundamental power dynamic between renter and landlord in a way that offered renters rights without disrupting the relationship between renter and landlord. He asked that the City try to address this concern when thinking about questions.

PUBLIC COMMENTS CLOSED

Mayor Pro Tem Tave asked if someone was living in a substandard residence whether they would have to wait for the inspection to be done to avoid any disruption to the relationship between the renter and the landlord, which could put them at a disadvantage for a certain amount of time. He recognized some people were currently living in a landlord/renter relationship and in a building that was substandard but the rent was low, and they were balancing the living conditions with livability. He was curious how the City could prevent the landlord from passing the costs for upgrades to the renter, something he hoped would be addressed at some point.

Housing Fellow Murti explained the City had a complaint-based inspection model that was available in addition to the triannual inspection, and as complaints arose the tenant's comfort in reporting that complaint was something that was still being hashed out. As staff launched the program and when sending the enrollment reports to tenants, that would create a connection point that did not currently exist and would be a step towards providing tenants an avenue to report, and whether there could be anonymous reporting was something staff wanted to build out.

Community Development Director Whalen added the public comments brought up good points and something staff would be thinking about over the next couple of months. She noted that substandard housing laws required the City to inspect, in multi-family housing for instance, not just where the complaint originated but all adjacent units. There were also times when people in the same complex would send staff complaints about a different unit in an attempt to preserve anonymity for others who lived in the building.

Mayor Pro Tem Tave understood that issue was something staff would have to think about.

Council member Martinez-Rubin suggested being presented with an option for a voluntary action, and improve housing overall to inform and educate the public and normalize what was healthy and adequate housing, should start with the possibility that someone could inform a third party about substandard housing. She recognized the concern with the power dynamics, and suggested it could be done in an appropriate way if the information was made available and believed to be helpful. She understood that staff would put more thought into that subject.

Council member Murphy found the program to be incredibly important to the City. A program like this increased the focus on public health and safety, and created a fair and consistent system that supported neighborhoods. He reported this type of program had been brought to his attention by a local Realtor® who characterized the City as “leaving money on the table” and that the City should be focused more on residential health and rental inspection. He emphasized the importance of the opportunity for the City to have a goal of supporting neighborhoods and address some historical problems with the City’s own compliance monitoring.

Council member Murphy commented in terms of the cost recovery model that he wanted to ensure being able to achieve full cost recovery and he had questions about the fee study. His main concern was to avoid having the program be subsidized by the General Fund in the long term. He wanted to ensure that staff had an understanding of the scope of the fee study and that it include labor costs, licensing, platform costs, overhead and indirect costs from the City Attorney.

Council member Murphy also wanted to understand the difference in the contingency for enforcement, between code enforcement and the inspector and any idea for future staff. He wanted to note those as opportunities to dig into and suggested a practical, comprehensive and inclusive fee study would be very important. This program was important to him, residents, Realtors® and community members he had spoken to, and the program would be more important if it met the cost recovery model.

ACTION: Motion by Council members Toms/Martinez-Rubin to adopt a resolution approving the administrative regulations implementing Pinole Municipal Code Chapter 8.30 following the public hearing and direct staff to prepare a Class and Compensation Study for a full-time Residential Health and Safety Inspector, and conduct a fee study to support full cost recovery and return with recommended fee adjustments.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

The City Council returned to Item 9 and the remainder of the agenda.

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 November 4, 2025.
- B. Receive the November 1, 2025 – November 14, 2025, List of Warrants in the Amount of \$1,091,413.46 and the November 7, 2025 Payroll in the Amount of \$554,858.64.
- C. Fiscal Year (FY) 2025/26 First Quarter Financial Report. **Action: Receive a Report (Markisha Guillory)**
- D. Fiscal Year (FY) 2025/26 First Quarter Investment Report. **Action: Receive a Report (Markisha Guillory)**
- E. Fiscal Year (FY) 2025/26 1st Quarter Strategic Plan Status Report. **Action: Receive a Report (Kelcey Young)**
- F. Receive Update on Capital Projects, Inspection and Permitting and Maintenance. **Action: Receive Report (Heba El-Guindy)**

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Toms/Martinez-Rubin to approve Consent Calendar Items A through F, as shown.

Vote:	Passed	5-0
	Ayes:	Sasai, Tave, Martinez-Rubin, Murphy, Toms
	Noes:	None
	Abstain:	None
	Absent:	None

10. PUBLIC HEARINGS: None

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.

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

Mayor Pro Tem Tave wished his brother and sister Mark and Laura Tave a Happy Birthday on November 25, 2025, with both turning 44.

Mayor Sasai asked that the meeting adjourn in memory of Pinole resident, Joanna Pallock, who he had the honor of meeting when he served on the West Contra Costa Transportation Commission (WCCTC). Ms. Pallock served as the Project Manager for WCCTC for six years, was beloved by WCCTC staff, served on the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC), and was instrumental in the planning and development of the WCCTC Senior/Disabled Needs Assessment Study and the Contra Costa Transportation Authority (CCTA) Accessible Transportation Strategic Plan. He offered his condolences to the Pallock Family and requested the meeting adjourn in Joanna Pallock's memory.

14. ADJOURN to the Regular City Council Meeting of December 2, 2025 in Remembrance of Amber Swartz and Joanna Pallock.

At 9:58 p.m., Mayor Pro Tem Tave adjourned to a Regular City Council Meeting on December 2, 2025 in Remembrance of Amber Swartz and Joanna Pallock.

Submitted by:

Heather Bell-Spears CMC

City Clerk

Approved by City Council:



City of Pinole, CA

9B

WARRANT LISTING

By Vendor Name

Payment Dates 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: AAA03 - AAA FIRE PROTECTION SERVICES					
12507687	108719	11/21/2025	209-552-42107	STEAM GREASE EXHAUST CLEANING PSC	2,663.85
Vendor AAA03 - AAA FIRE PROTECTION SERVICES Total:					2,663.85
Vendor: 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC.					
S6149021.001	108720	11/21/2025	500-641-42108	SUPPLIES WPCP	330.52
S6149286.001	108720	11/21/2025	500-641-42108	SUPPLIES WPCP	86.10
Vendor 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC. Total:					416.62
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
3180063	108721	11/21/2025	100-116-42101	CONSULTING FEES	2,083.33
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.33
Vendor: 3120 - ALMA MONTES					
11102025	108722	11/21/2025	209-20308	SECURITY DEPOSIT REFUND RENTAL 11082025 PSC	845.00
Vendor 3120 - ALMA MONTES Total:					845.00
Vendor: ATT01 - AT&T					
000024354734	108724	11/21/2025	525-118-43101	MIS PHONE	1,336.74
000024356632	108724	11/21/2025	525-118-43101	PW PHONE	318.09
000024356633	108723	11/21/2025	525-118-43101	ADMINISTRATION PHONE	78.67
000024356634	108723	11/21/2025	525-118-43101	RECREATION DPT. PHONE	873.13
000024356635	108723	11/21/2025	525-118-43101	CDD PHONE	26.20
Vendor ATT01 - AT&T Total:					2,632.83
Vendor: BAY01 - BAY AREA AIR QUALITY					
T195903	108725	11/21/2025	500-641-44304	PERMIT TO OPERATE WPCP	296.00
Vendor BAY01 - BAY AREA AIR QUALITY Total:					296.00
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001458661	108726	11/21/2025	100-112-42101	CLASSIFIED ADS	102.00
0001458661	108726	11/21/2025	100-112-42101	CLASSIFIED ADS	189.72
0001458661	108726	11/21/2025	212-461-42514	CLASSIFIED ADS	268.26
0001458661	108726	11/21/2025	212-461-42514	CLASSIFIED ADS	268.26
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					828.24
Vendor: 1654 - BRINK'S INCORPORATED					
13064170	108727	11/21/2025	100-115-42101	TRANSPORTATION FINANCE	340.10
8084569	108727	11/21/2025	100-115-42101	TRANSPORTATION FINANCE	6.29
Vendor 1654 - BRINK'S INCORPORATED Total:					346.39
Vendor: 2401 - C3 INTELLIGENCE, INC.					
38173	108728	11/21/2025	100-116-42101	BACKGROUND CHECK	665.00
Vendor 2401 - C3 INTELLIGENCE, INC. Total:					665.00
Vendor: CAL04 - CALCON SYSTEMS, INC.					
60400	108729	11/21/2025	500-641-42401	REMOTE ACCESS SOFTWARE WPCP	180.09
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					180.09
Vendor: CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION					
Q3 2025	108730	11/21/2025	212-20024	CBSC JULY 1, 2025 - SEPT. 30, 2025	642.60
Vendor CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					642.60
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000018106704	108731	11/21/2025	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB 674	150,524.33
100000018106715	108731	11/21/2025	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB 675	195,781.83

WARRANT LISTING

Payment Dates: 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
100000018106723	108731	11/21/2025	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB 25716	519.75
100000018106732	108731	11/21/2025	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB 25717	2,396.08
100000018106740	108731	11/21/2025	100-117-41004	ANNUAL UNFUNDED ACCRUED LIAB 27205	1,909.00
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					351,130.99
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
734880	108732	11/21/2025	500-641-44305	CHEMICALS FOR LAB SUPPLIES WPCP	3,128.10
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					3,128.10
Vendor: CDW01 - CDW GOVERNMENT INC.					
AG67R9D	108733	11/21/2025	209-551-42514	SAMSUNG EVO PLUS TENNIS COURT	302.80
AG7M11T	108733	11/21/2025	525-118-47106	COMPUTER SUPPLIES USB-C DOCK PD INVESTIGATIONS	5,704.36
Vendor CDW01 - CDW GOVERNMENT INC. Total:					6,007.16
Vendor: CIT08 - CITY MECHANICAL, INC					
119684	108734	11/21/2025	209-552-42108	HVAC PSC	780.23
Vendor CIT08 - CITY MECHANICAL, INC Total:					780.23
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
63127	108735	11/21/2025	500-642-47201	PINON TURNK SEWER CAPACTIY	28,182.50
Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:					28,182.50
Vendor: COM20 - COMCAST					
0419492-11022025	108737	11/21/2025	525-118-43106	INTERNET SWIM CENTER	221.35
255536112	108736	11/21/2025	525-118-43106	INTERNET PD	850.05
Vendor COM20 - COMCAST Total:					1,071.40
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82275894	108738	11/21/2025	525-118-42510	REALQUEST CITYWIDE SOFTWARE	674.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					674.41
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
1658297	108739	11/21/2025	100-116-42201	NAME PLATE FOR HR TECH	20.93
Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:					20.93
Vendor: DEP02 - DEPARTMENT OF CONSERVATION					
Q3 2025	108740	11/21/2025	212-462-33215	SMIP AND SISMIC HAZARD MAPPING FEES 0701-093025	3,726.59
Vendor DEP02 - DEPARTMENT OF CONSERVATION Total:					3,726.59
Vendor: EBM01 - EBMUD					
464595-10282025	108741	11/21/2025	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	35.37
464595-10282025	108741	11/21/2025	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	35.37
465922-10282025	108741	11/21/2025	100-343-43102	636 Tennent Ave--Irrigation Use Only	87.78
529821-10282025	108741	11/21/2025	209-552-43102	2500 Charles St--Senior Center	917.19
52985-10282025	108741	11/21/2025	209-552-43102	2500 Charles St--Senior Center	1,215.96
Vendor EBM01 - EBMUD Total:					2,291.67
Vendor: EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT.					
L0906627120	108742	11/21/2025	100-222-41012	LIABILITY PERIOD ENDING 09302025	1,058.00
L0906627120	108742	11/21/2025	209-554-41012	LIABILITY PERIOD ENDING 09302025	3,150.00
Vendor EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT. Total:					4,208.00
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002768831	108743	11/21/2025	500-641-44306	KIT MAINTENANCE SET WPCP	1,376.80
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					1,376.80

WARRANT LISTING

Payment Dates: 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3121 - ENRIQUE GUANDIQUE					
11132025	108744	11/21/2025	100-000-31510	REFUND 2025 BL EXEMPTION RTL25-0205	168.00
Vendor 3121 - ENRIQUE GUANDIQUE Total:					168.00
Vendor: 2853 - EVERON, LLC					
159305455	108745	11/21/2025	209-554-47201	INSTALLATION ACCESS	14,074.61
159933124	108745	11/21/2025	209-554-47201	CONTROL GATES FOR PYC	
159963931	108746	11/21/2025	209-552-42108	MONITORING ALARM	270.00
NOBEMBER 2025	108745	11/21/2025	209-551-42108	SERVICES PYC	
				MONITORING SERVICES PSC	162.80
				2454 SIMAS ALARM SERVICES	120.70
Vendor 2853 - EVERON, LLC Total:					14,628.11
Vendor: FIS01 - FISHER SCIENTIFIC					
4908385	108747	11/21/2025	500-641-44305	COVER GLASS BIOLOGICAL INDICATOR LAB SUPP WPCP	288.65
Vendor FIS01 - FISHER SCIENTIFIC Total:					288.65
Vendor: 2269 - FRANCO DALAO					
11112025	108748	11/21/2025	204-227-42303	REIMBURSEMENT MEALS	46.00
11112025-1	108748	11/21/2025	100-221-42303	ADVANCE ROADSIDE TRAINING	
11122025	108748	11/21/2025	100-221-42303	REIMBURSEMENT MEALS	69.00
				MUTUAL AID FIELD FORCE	
11122025	108748	11/21/2025	100-221-42303	REIMBURSEMENT DUI	31.25
				CHECKPOINT PLANNING AND MANAGEME	
11122025	108748	11/21/2025	204-227-42302	REIMBURSEMENT DUI	114.63
				CHECKPOINT PLANNING AND MANAGEME	
11122025	108748	11/21/2025	204-227-42303	REIMBURSEMENT DUI	63.75
				CHECKPOINT PLANNING AND MANAGEME	
Vendor 2269 - FRANCO DALAO Total:					324.63
Vendor: GLO08 - GLOBALSTAR					
000000100417079	108749	11/21/2025	525-118-43101	TELECOMMUNICATION PD	135.85
Vendor GLO08 - GLOBALSTAR Total:					135.85
Vendor: HAC01 - HACH COMPANY					
14739018	108750	11/21/2025	500-641-44305	PROBE RINSE SOLN WPCP	45.75
Vendor HAC01 - HACH COMPANY Total:					45.75
Vendor: IED02 - IEDA, INC.					
25122	108751	11/21/2025	100-116-42101	LABOR RELATIONS FEES NOVEMBER 2025	2,740.42
Vendor IED02 - IEDA, INC. Total:					2,740.42
Vendor: 3124 - INDIAN ROCK TREE FARM, LLC.					
11162025	108752	11/21/2025	209-551-42515	HOLIDAY TREES CITY HALL, PD PSC AND TREE LIGHTING	2,528.63
Vendor 3124 - INDIAN ROCK TREE FARM, LLC. Total:					2,528.63
Vendor: 3110 - INSURANCE AND BENEFITS TRUST OF PEACE OFFICERS RESEARCH ASSOCIATION CALIFORNIA					
DECEMBER 2025	108753	11/21/2025	100-221-41008	INSURANCE PREMIUMS PD	661.50
DECEMBER 2025	108753	11/21/2025	100-223-41008	INSURANCE PREMIUMS PD	305.10
DECEMBER 2025	108753	11/21/2025	105-221-41008	INSURANCE PREMIUMS PD	63.00
NOVEMBER 2025	108753	11/21/2025	100-221-41008	INSURANCE PREMIUM NOVEMBER 2025 PD	661.50
NOVEMBER 2025	108753	11/21/2025	100-223-41008	INSURANCE PREMIUM NOVEMBER 2025 PD	305.10
NOVEMBER 2025	108753	11/21/2025	105-221-41008	INSURANCE PREMIUM NOVEMBER 2025 PD	63.00
Vendor 3110 - INSURANCE AND BENEFITS TRUST OF PEACE OFFICERS RESEARCH ASSOCIATION CALIFORNIA Total:					2,059.20

WARRANT LISTING

Payment Dates: 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3019 - JOBELEPHANT.COM INC.					
4440254	108754	11/21/2025	100-116-42504	RECRUITMENT AD CAPITAL IMPROVEMENT MANAGER	904.00
Vendor 3019 - JOBELEPHANT.COM INC. Total:					904.00
Vendor: KAI02 - KAISER PERMANETE					
9001776507	108755	11/21/2025	100-116-42101	DOT AND PRE-EMPLOYMENT HR	435.00
Vendor KAI02 - KAISER PERMANETE Total:					435.00
Vendor: 2492 - KAPIL AMIN					
11122025	108756	11/21/2025	106-466-42101	RECYCLED BANNER BAGS	280.00
Vendor 2492 - KAPIL AMIN Total:					280.00
Vendor: 1253 - LIL' FROG CREATIONS					
1243	108757	11/21/2025	209-552-42202	NEWSLETTER PRINTING PSC	382.38
Vendor 1253 - LIL' FROG CREATIONS Total:					382.38
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV004726	108758	11/21/2025	100-110-41005	EAP 10/25-12/25 HR	54.21
INV004726	108758	11/21/2025	100-111-41005	EAP 10/25-12/25 HR	21.69
INV004726	108758	11/21/2025	100-112-41005	EAP 10/25-12/25 HR	32.53
INV004726	108758	11/21/2025	100-113-41005	EAP 10/25-12/25 HR	10.84
INV004726	108758	11/21/2025	100-115-41005	EAP 10/25-12/25 HR	43.37
INV004726	108758	11/21/2025	100-116-41005	EAP 10/25-12/25 HR	32.53
INV004726	108758	11/21/2025	100-221-41005	EAP 10/25-12/25 HR	227.71
INV004726	108758	11/21/2025	100-222-41005	EAP 10/25-12/25 HR	43.37
INV004726	108758	11/21/2025	100-223-41005	EAP 10/25-12/25 HR	130.11
INV004726	108758	11/21/2025	100-341-41005	EAP 10/25-12/25 HR	54.21
INV004726	108758	11/21/2025	100-343-41005	EAP 10/25-12/25 HR	97.58
INV004726	108758	11/21/2025	100-465-41005	EAP 10/25-12/25 HR	10.84
INV004726	108758	11/21/2025	107-221-41005	EAP 10/25-12/25 HR	43.36
INV004726	108758	11/21/2025	209-551-41005	EAP 10/25-12/25 HR	21.69
INV004726	108758	11/21/2025	209-552-41005	EAP 10/25-12/25 HR	21.69
INV004726	108758	11/21/2025	209-553-41005	EAP 10/25-12/25 HR	10.84
INV004726	108758	11/21/2025	209-554-41005	EAP 10/25-12/25 HR	10.84
INV004726	108758	11/21/2025	212-461-41005	EAP 10/25-12/25 HR	32.53
INV004726	108758	11/21/2025	212-462-41005	EAP 10/25-12/25 HR	32.53
INV004726	108758	11/21/2025	500-641-41005	EAP 10/25-12/25 HR	119.27
INV004726	108758	11/21/2025	500-642-41005	EAP 10/25-12/25 HR	21.69
INV004726	108758	11/21/2025	505-119-41005	EAP 10/25-12/25 HR	21.69
INV004726	108758	11/21/2025	525-118-41005	EAP 10/25-12/25 HR	10.83
INV004742	108758	11/21/2025	100-116-42101	DOT DRUG & ALCOHOL TESTING	234.00
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					1,339.95
Vendor: 2466 - MUNICIPAL RESOURCE GROUP, LLC.					
251136	108759	11/21/2025	100-116-42101	CITY MANAGER EVALUATION	12,510.00
Vendor 2466 - MUNICIPAL RESOURCE GROUP, LLC. Total:					12,510.00
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402107413	108760	11/21/2025	505-119-42108	MAINTENANCE SERVICE NOVEMBER 2025 PYC	197.08
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					197.08
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
11132025	108761	11/21/2025	209-557-42101	REIMBURSEMENT SWIM SEASON 080425-10312025	27,631.07
Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:					27,631.07
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3107484002	108762	11/21/2025	525-118-42203	MAINTENANCE RENTAL FOR POSTAGE 093025-12292025	503.40
Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:					503.40
Vendor: 1009 - PRECISION IT CONSULTING					
15573	108763	11/21/2025	525-118-42101	SECURITY SERVICES FOR DEC.	2,875.00

WARRANT LISTING

Payment Dates: 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
15574	108763	11/21/2025	525-118-42105	BDR FOR OCTOBER	1,815.00
Vendor 1009 - PRECISION IT CONSULTING Total:					4,690.00
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
105948	108764	11/21/2025	100-116-42201	BUSINESS CARDS HR	98.89
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					98.89
Vendor: 2783 - READYFRESH					
05K6708050237	108765	11/21/2025	100-111-42201	WATER FOR CH	83.93
15J6708050237	108765	11/21/2025	100-111-42201	WATER FOR CH	77.93
15K6709787258	108765	11/21/2025	500-641-42201	WATER FOR WPCP	46.44
Vendor 2783 - READYFRESH Total:					208.30
Vendor: REP03 - REPUBLIC SERVICES					
11132025	108766	11/21/2025	100-110-38402	REFUND	500.00
Vendor REP03 - REPUBLIC SERVICES Total:					500.00
Vendor: ROT02 - ROTARY CLUB OF PINOLE					
11102025	108767	11/21/2025	209-20308	RENTAL EVEN CANCELLATION 020726	563.00
Vendor ROT02 - ROTARY CLUB OF PINOLE Total:					563.00
Vendor: 1714 - SHERRI D. LEWIS					
CC07PINOLE-FY2025/26	108768	11/21/2025	100-112-42101	PREPARE MINUTES CC MEETING 11042025	1,125.00
Vendor 1714 - SHERRI D. LEWIS Total:					1,125.00
Vendor: 2632 - SHIPLEY POOL SERVICE					
13838	108769	11/21/2025	209-557-42108	SWIM CENTER MONTHLY POOL SERVICE	3,856.33
Vendor 2632 - SHIPLEY POOL SERVICE Total:					3,856.33
Vendor: 3126 - SPEKTREN ENGINEERING INC.					
2504	108770	11/21/2025	106-342-47205	SIDEWALK REHABILITATION PROGRAM RO2402	150,000.00
2504	108770	11/21/2025	325-342-47205	SIDEWALK REHABILITATION PROGRAM RO2402	6,477.07
Vendor 3126 - SPEKTREN ENGINEERING INC. Total:					156,477.07
Vendor: 3123 - STANTEC CONSULTING SERVICES, INC.					
11132025	108771	11/21/2025	100-000-31510	REFUND BL OVERPAYMENT BUS25-0286	30.00
Vendor 3123 - STANTEC CONSULTING SERVICES, INC. Total:					30.00
Vendor: 2775 - TOWNSEND PUBLIC AFFAIRS, INC.					
24137	108772	11/21/2025	100-115-42101	GRANT WRITING CONSULTING FEES OCTOBER 2025	4,000.00
24286	108772	11/21/2025	100-115-42101	GRANT WRITING CONSULTING FEES NOV. 2025	4,000.00
Vendor 2775 - TOWNSEND PUBLIC AFFAIRS, INC. Total:					8,000.00
Vendor: 3063 - UBEO WEST, LLC.					
5074310	108773	11/21/2025	525-118-42107	CITYWIDE COPIER EQUIPMENT MANIT	2,379.76
567485529	108774	11/21/2025	525-118-42107	CITYWIDE RENTAL FEES FOR COPIERS	1,761.24
Vendor 3063 - UBEO WEST, LLC. Total:					4,141.00
Vendor: USP02 - UNITED STATES POSTAL SVC					
677473004	108775	11/21/2025	209-552-43809	POSTAGE FOR DECEMBER 2025 NEWSLETTER PSC	314.36
Vendor USP02 - UNITED STATES POSTAL SVC Total:					314.36
Vendor: 2064 - VELODYNE					
0000028762	108776	11/21/2025	500-641-44306	SUPPLIES FOR WPCP	3,431.52
Vendor 2064 - VELODYNE Total:					3,431.52

WARRANT LISTING

Payment Dates: 11/15/2025 - 11/28/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3125 - VERONICA DUARTE DE CASTRO					
11142025	108777	11/21/2025	100-116-42110	REIMKBURSEMENT LIVESACAN PREEMPLOYMENT	35.00
Vendor 3125 - VERONICA DUARTE DE CASTRO Total:					35.00
Vendor: WCC01 - WCCTAC					
Q3 2025	108778	11/21/2025	212-20025	STMP FEE COLLECTED Q3 07012025-09302025	6,908.00
Vendor WCC01 - WCCTAC Total:					6,908.00
Vendor: 2603 - WEST VALLEY CONSTRUCTION CO, INC.					
239578	108779	11/21/2025	106-344-47206	ROBLE AVE STORM DRAIN IMPROVEM	9,337.00
Vendor 2603 - WEST VALLEY CONSTRUCTION CO, INC. Total:					9,337.00
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2064961	108780	11/21/2025	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	2,551.93
Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:					2,551.93
Grand Total:					683,568.25

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	385,418.75
105 - Measure S -2006	126.00
106 - MEASURE S-2014	162,168.93
107 - Measure I	43.36
204 - Police Grants	224.38
209 - Recreation Fund	59,879.34
212 - Building & Planning	11,878.77
325 - City Street Improvements	6,477.07
500 - Sewer Enterprise Fund	37,533.43
505 - Cable Access TV	254.14
525 - Information Systems	19,564.08
Grand Total:	683,568.25

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	198.00
100-110-38402	Other Rev/Contributions...	500.00
100-110-41005	Emp Benefits/Employee...	54.21
100-111-41005	Emp Benefits/Employee...	21.69
100-111-42201	Office Expense	161.86
100-112-41005	Emp Benefits/Employee...	32.53
100-112-42101	Prof Svcs/Professional Se..	1,416.72
100-113-41005	Emp Benefits/Employee...	10.84
100-115-41005	Emp Benefits/Employee...	43.37
100-115-42101	Prof Svcs/Professional Se..	8,346.39
100-116-41005	Emp Benefits/Employee...	32.53
100-116-42101	Prof Svcs/Professional Se..	18,667.75
100-116-42110	Prof Svcs/Fingerprinting	35.00
100-116-42201	Office Expense	119.82
100-116-42504	Admin Exp/Recruitment ...	904.00
100-117-41004	Emp Benefits/PERS Retir...	351,130.99
100-221-41005	Emp Benefits/Employee...	227.71
100-221-41008	Emp Benefits/Long Term...	1,323.00
100-221-42303	Travel & Training/Meal A..	100.25
100-222-41005	Emp Benefits/Employee...	43.37
100-222-41012	Emp Benefits/Unemplo...	1,058.00
100-223-41005	Emp Benefits/Employee...	130.11
100-223-41008	Emp Benefits/Long Term...	610.20
100-341-41005	Emp Benefits/Employee...	54.21
100-343-41005	Emp Benefits/Employee...	97.58
100-343-43102	Utilities/Water	87.78
100-465-41005	Emp Benefits/Employee...	10.84
105-221-41008	Emp Benefits/Long Term...	126.00
106-342-47205	Improvements/Streets	150,000.00
106-344-42101	Prof Svcs/Professional Se..	2,551.93
106-344-47206	Improvements/Storm Dr...	9,337.00
106-466-42101	Prof Svcs/Professional Se..	280.00
107-221-41005	Emp Benefits/Employee...	43.36
204-227-42302	Travel & Training/Milea...	114.63
204-227-42303	Travel & Training/Meal A..	109.75
209-20308	Deposits Payable/Recrea...	1,408.00
209-551-41005	Emp Benefits/Employee...	21.69
209-551-42108	Prof Svcs/Building-Struc...	120.70
209-551-42514	Admin Exp/Special Depa...	302.80
209-551-42515	Admin Exp/Special Events	2,528.63
209-552-41005	Emp Benefits/Employee...	21.69
209-552-42107	Prof Svcs/Equipment Ma...	2,663.85

Account Summary

Account Number	Account Name	Payment Amount
209-552-42108	Prof Svcs/Building-Struc...	943.03
209-552-42202	Office Exp/Printing & Bi...	382.38
209-552-43102	Utilities/Water	2,133.15
209-552-43809	Program Cost/Newsletter	314.36
209-553-41005	Emp Benefits/Employee...	10.84
209-554-41005	Emp Benefits/Employee...	10.84
209-554-41012	Emp Benefits/Unemplo...	3,150.00
209-554-43102	Utilities/Water	35.37
209-554-47201	Improvements/Building	14,344.61
209-557-42101	Prof Svcs/Professional Se...	27,631.07
209-557-42108	Prof Svcs/Building-Struc...	3,856.33
212-20024	Accounts Payable/CA Sta...	642.60
212-20025	Accounts Payable/STMP ...	6,908.00
212-461-41005	Emp Benefits/Employee...	32.53
212-461-42514	Admin Exp/Special Depa...	536.52
212-462-33215	Permit/Seismic (Strong ...	3,726.59
212-462-41005	Emp Benefits/Employee...	32.53
325-342-47205	Improvements/Streets	6,477.07
500-641-41005	Emp Benefits/Employee...	119.27
500-641-42108	Prof Svcs/Building-Struc...	416.62
500-641-42201	Office Expense	46.44
500-641-42401	Dues & Pub/Membershi...	180.09
500-641-44304	Other Materials Supp/Pe...	296.00
500-641-44305	Other Materials Supp/La...	3,462.50
500-641-44306	Other Materials Supp/M...	4,808.32
500-642-41005	Emp Benefits/Employee...	21.69
500-642-47201	Improvements/Building	28,182.50
505-119-41005	Emp Benefits/Employee...	21.69
505-119-42108	Prof Svcs/Building-Struc...	197.08
505-119-43102	Utilities/Water	35.37
525-118-41005	Emp Benefits/Employee...	10.83
525-118-42101	Prof Svcs/Professional Se...	2,875.00
525-118-42105	Prof Svcs/Network Main...	1,815.00
525-118-42107	Prof Svcs/Equipment Ma...	4,141.00
525-118-42203	Office Exp/Shipping & M...	503.40
525-118-42510	Admin Exp/Software Pur...	674.41
525-118-43101	Utilities/Telephone	2,768.68
525-118-43106	Utilities/Internet	1,071.40
525-118-47106	FF&E/Computer Equipm...	5,704.36
Grand Total:		683,568.25

Project Account Summary

Project Account Key	Payment Amount
None	489,347.30
10634247205RO2402	150,000.00
10634447206SW2001	9,337.00
20422742302GR2503	114.63
20422742303GR2503	109.75
32534247205RO2402	6,477.07
50064247201SS2401	28,182.50
Grand Total:	683,568.25

Approved by:



Date:

11/25/2025



CITY COUNCIL REPORT

9.C.

DATE: DECEMBER 2, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
Kapil Amin, Sustainability Project Manager, N/A, kamin@pinole.gov

SUBJECT: APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS UP TO \$736,370 FROM THE OCEAN PROTECTION COUNCIL (OPC) FOR THE PINOLE-HERCULES MULTI-JURISDICTIONAL SHORELINE ADAPTATION PLAN

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution which will approve the application for and/or execution of grant funds from the Ocean Protection Council to complete the project "Pinole-Hercules Multi-jurisdictional Shoreline Adaptation Plan".

BACKGROUND

In August 2024, City Council adopted Pinole's inaugural Climate Action and Adaptation Plan (CAAP), establishing a pathway to achieve carbon neutrality by 2045 in alignment with Senate Bill 32 and Assembly Bill 1279. Given Pinole is a shoreline community, a key strategy in the CAAP is sea level rise adaption. Modeling tools such as the Surging Seas Risk Finder and NOAA Sea Level Rise and Coastal Flooding Viewer show significant risk to critical infrastructure and facilities, including Bayfront Park, Pinole High School, the Pinole Library, and the shared Pinole-Hercules Water Pollution Control Plant. CAAP actions to mitigate the impacts of sea level rise include:

- SLR-1a Conduct a shoreline stabilization study to determine the most effective methods for protecting Pinole's shoreline communities and infrastructure from erosion and sea level rise, and to identify opportunities for restoring natural coastal habitats that can serve as a buffer against storm surges and other impacts of climate change.
- SLR-1b In collaboration with Contra Costa County Department of Conservation and Development and state agencies, develop a sea level rise resilience and adaptation strategy with shoreline restoration projects using innovative nature-based solutions and green engineering that would enhance public access, shoreline habitat (e.g., re-establishing native dune habitats, wetlands, and lagoons) and increase shoreline recreational opportunities.
- SLR-1c Partner with the San Francisco Bay Conservation and Development Commission (BCDC), and/or similar entities, regarding regional approaches, strategies, and mitigation actions to address sea level rise. Implement a Shoreline Management Plan, and/or a Shoreline Monitoring Program that would identify erosional hotspots and

timely response.

In 2021, Governor Newsom signed Senate Bill 1, directing the State to provide funding to local and regional governments to develop sea level rise adaption plans and implementation projects. In 2023, the Governor approved SB 272 which requires local governments within the coastal zone to develop a sea level rise plan—subject to BCDC requirements and approval—by January 1, 2034. The City enlisted no-cost technical assistance from the Ocean Protection Council (OPC) to submit a proposal for a shoreline adaptation plan. OPC approves proposals on a rolling, non-competitive basis but as funding dwindles, proposals must meet additional standards, including demonstrating cross-jurisdictional collaboration to ensure responsible use of State funds. To support this requirement, the City of Pinole invited the City of Hercules to serve as a co-applicant, given the vulnerability of the shared treatment plant. Hercules agreed, and staff worked closely with OPC technical assistance providers and community partners to develop a successful proposal.

REVIEW AND ANALYSIS

This grant award will provide funding for an existing conditions assessment, vulnerability assessment, adaptation plan, as well as community engagement and tribal consultation throughout the entire process for the Pinole-Hercules shoreline. **Table 1** below provides a summary of the various task items:

Table 1: Summary of Task Items

Task	Description
Existing Conditions Assessment	• Identify relevant plans, policies, studies • Map physical and ecological conditions • Map existing populations, assess/services and land uses
Vulnerability Assessment	• Map and describe the exposure of people, assets, ecosystems and services to coastal flood hazards for different scenarios • Consider cascading hazards such as power outages • Assess broader impacts to interconnected infrastructure
Adaptation Plan	• Develop local vision and goals • Develop adaptation strategy alternatives • Develop evaluation criteria of adaptation strategies • Develop conceptual plans and descriptions • Develop implementation plan and priority project list
Community Engagement	• Develop community engagement plan • Engage community during the development of existing conditions, vulnerability assessment and adaptation plan through a variety of engagement methods: ○ Community workshops

- Storymapping and digital mapping
- Senior citizen focus groups
- Technical Advisory Committee
- Tribal Consultation
- Surveys
- Pop-ups
- and more

Originally, the City's proposed scope of work included a Task for Data Collection and Citizen Engagement to gather new, site-specific qualitative visual data to directly inform the Vulnerability Assessment and guide development of a responsive Shoreline Adaptation Plan. This effort would have implemented two complementary approaches: fixed-point photo-monitoring using CoastSnap (or a similar cradle-based system), and community-based documentation of flooding during king tide and storm events. As a companion effort, the City planned to collaborate with community partners and the San Francisco Estuary Institute (SFEI) to design and lead public king tide photo-collection events to broaden participation and ensure representation from populations most affected by flooding. OPC ultimately removed this proposed Task 2 from the approved scope because it did not fit squarely within their funding criteria. As reflected in the redlines in Attachment B, the proposal has been revised accordingly, reducing the funding request from \$894,750.91 to the approved amount of \$736,370. Staff has communicated the importance of this component to OPC and is actively pursuing alternative funding, including a recent application to the Rose Foundation and an upcoming application to the Whale Tail Grant from the California Coastal Commission.

FISCAL IMPACT

Adopting the Resolution in Attachment A will result in a positive fiscal impact of up to \$736,370 in grant funding from OPC. This award complements the SB 1 funds previously awarded to Contra Costa County and passed through to the Cities of Pinole and Hercules via an MOU, totaling approximately \$40,650 to support staff time for community visioning and engagement. In total, the project will receive \$777,020 in grant funds. These funds will support development of a sea level rise plan—subject to BCDC requirements and approval—by January 1, 2034, as required under SB 272.

Of the total grant funding, approximately 25% (about \$185,000) is allocated to staff time, with roughly 30% of that amount supporting Hercules staff and the remaining 70% supporting Pinole staff, including staff from Community Development and Public Works, who will lead the project. The balance of the funding—approximately \$540,000 (70%)—is allocated to consultant services, including the Vulnerability Assessment (\$170,000), Shoreline Adaptation Plan (\$250,000), and community engagement support (\$120,000). Compensation for community partners is budgeted at 5% of the grant funds, with equipment and materials representing an additional 2%. No matching funds are required.

It should be noted that the City is required to use the OPC-provided template provided in Attachment C, and the resolution language must remain exactly as written – no changes are allowed.

ATTACHMENTS

- A. Resolution
- B. Pinole Hercules Proposal
- C. Governing Board Resolution Template

RESOLUTION NO. 2025-XX

RESOLUTION BY THE CITY COUNCIL OF CITY OF PINOLE APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE OCEAN PROTECTION COUNCIL UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84), Prop 68, ENVIRONMENTAL LICENSE PLATE FUNDS, ONCE THROUGH COOLING, GREENHOUSE GAS REDUCTION FUND, OR GENERAL FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

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

1. If applicable, approves the filing of an application for the Pinole-Hercules Multi-Jurisdictional Shoreline Adaptation Plan to be funded by grant funds from the Ocean Protection Council
2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;
3. Certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,
4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and,
5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 2nd day of December 2025 by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this December 2, 2025.

Heather Bell-Spears, CMC
City Clerk



OPC SB 1 Grant Program
Track 1: SLR Adaptation Planning - Full Proposal

a. Section 1: Cover Page

Contact Information			
Lead Entity Name	City of Pinole		
Contact Person	Kapil Amin		
Position/Title	Sustainability Project Manager		
Phone	(510) 372- 0989	Email	kamin@pinole.gov
Mailing Address	2131 Pear St. Pinole, CA 94564		
Federal Tax ID#	94-6000394		

Subcontractor Information (if applicable)

Subcontractor 1 Name: City of Hercules (neighboring jurisdiction)

Contact Person: Timothy Rood & Seana Field

Position/Title: Community Development Director & Senior Planner

Phone & Email: trood@herculesca.gov & sfield@herculesca.gov

Mailing Address: 111 Civic Drive Hercules, CA 94547

Federal Tax ID #: 94-6027345

Brief Description of their role in the project: Request for Proposals (RFP) development, proposals review and scoring, draft and final documents review, meetings with consultants community and stakeholder feedback solicitation

Letter of Commitment included in application? (Yes/No): Yes

Subcontractor 2 Name: Vulnerability Assessment and Adaptation Plan Consultant (TBD after RFP process)

Contact Person:

Position/Title:

Phone & Email:

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: The selected consultant will develop both the VA and Adaptation Plan to improve efficiency and coordination between both documents. The consultant will meet all requirements set in the Project Team's RFP to carry out the VA and Adaptation Plan to OPC and BCDC standards.

Letter of Commitment included in application? (Yes/No): No

Subcontractor 3 Name: San Francisco Estuary Institute D

Contact Person: Alex Braud; Jeremy Lowe

Position/Title: Environmental Scientist/GIS Specialist; Senior Environmental Scientist

Phone & Email: alexb@sfei.org; jeremyl@sfei.org

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: For Task 1, SFEI will prepare section B2 of the Existing Conditions Assessment. ~~For Task 2, SFEI will lead data collection efforts by a photo-monitoring cradle, ground-truthing flood photo system, citizen science engagement and data integration for the VA.~~ SFEI will also serve on the Technical Advisory Committee and take on an advisory role for community engagement led by the VA/AP consultant.

Letter of Commitment included in application? (Yes/No): No

Subcontractor 4 Name: Friends of Pinole Creek Watershed

Contact Person: Ann Moriarty

Position/Title: Board of Directors

Phone & Email: info@FriendsofPinoleCreek.org

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: ~~FOPCW will assist with Task 2 data collection under lead partner's direction as well as rallying community efforts for identification of additional erosional hotspots~~

Letter of Commitment included in application? (Yes/No): Yes

Subcontractor 5 Name: Pinole Rotary Club

Contact Person: Ivette Ricco

Position/Title: President

Phone & Email: pinole.rotary@gmail.com

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: Pinole Rotary Club will assist with completing Task 4 community engagement subtasks to inform the VA and SAP in the form of pop-ups, workshops, survey distribution, etc. with direction for the VA/SAP consultant

Letter of Commitment included in application? (Yes/No): Yes

Subcontractor 6 Name: Pinole Valley High School Earth Team

Contact Person: Noah Slager

Position/Title: Program Director

Phone & Email: noah@earthteam.net

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: ~~Pinole Valley High School Earth Team campus coordinator and interns will assist with and lead citizen science groups for Task 2 data collection under lead partner's direction as well as support community engagement efforts with direction from the VA/SAP consultant~~

Letter of Commitment included in application? (Yes/No): Yes

Subcontractor 7 Name: Hercules Rotary Club

Contact Person: Tita Escalada

Position/Title: President

Phone & Email: titaescaladarotary@gmail.com

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: Hercules Rotary Club will assist with completing Task 4 community engagement subtasks to inform the VA and SAP in the form of pop-ups, workshops, survey distribution, etc. under direction from the VA/SAP consultant. ~~Additionally, Hercules Rotary Club will assist with Task 2 data collection under direction from the lead partner.~~

Letter of Commitment included in application? (Yes/No): Yes

Subcontractor 8 Name: Nations of Lisjan

Contact Person: Corrina Gould

Position/Title: Tribal Chair

Phone & Email: cvltribe@gmail.com

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: Nations of Lisjan will be on the Technical Advisory Committee for the development of the VA and SAP. The Tribe will also provide special consultations with the VA/SAP consultant to contribute their specialized local knowledge of cultural sites that need to be assess and protected, stewardship practices to consider for nature-based solutions for adaptation strategies and more. Additionally, Nations of Lisjan will disseminate communications around the VA, data collection, and SAP to their networks to further development support. Letter of Commitment included in application? (Yes/No):

Subcontractor 9 Name: Girl Scouts Troop 31806

Contact Person: Julie Nelson Bardenhagen

Position/Title: Troop leader

Phone & Email: 415-515-9190 Julie.bardenhagen@gmail.com

Mailing Address:

Federal Tax ID #:

Brief Description of their role in the project: Girl Scouts Troop 31806 will assist with completing Task 4 community engagement subtasks to inform the VA and SAP in the form of pop-ups, workshops, survey distribution, etc. under direction from the VA/SAP consultant. ~~Additionally, the troop will assist with Task 2 data collection under direction from the lead partner.~~

Letter of Commitment included in application? (Yes/No): Yes

Project Information			
Project Name	Pinole-Hercules Multi-Jurisdictional Shoreline Adaptation Plan		
Amount Requested	\$894,750.91	Total Project Cost	\$935,400.91
State Leveraged Funds	\$40,650.00	Non-State Leveraged Funds	---
Project Duration (in years)	24 months		

Please indicate which of the following project types of SLR Adaptation Planning will be addressed by the proposed project (check all that apply):

- ☐ Community Visioning (Phase 1)
- ☐ Vulnerability Assessments (Phase 1)
- ☒ ~~Data/Information Gathering (Phase 2)~~
- ☐ Outer Coast SLR Adaptation Plans (Phase 3)
- ☐ Multi-jurisdictional San Francisco Bay Shoreline Adaptation Plans (Phase 3)
- ☐ Single Jurisdiction San Francisco Bay Subregional Shoreline Adaptation Plans (Phase 3)
 - ☐ City
 - ☐ County
- ☐ Sector Specific Adaptation Plans (Phase 3) - Please refer to Section III. G. Proposal Requirements of the Solicitation for instructions regarding projects seeking to complete a Sector Specific Adaptation Plan. Do not complete a full proposal for a Sector Specific Adaptation Plan until you have received approval from OPC Staff.

b. Section 2: Application Completeness Checklist

Item	Requisite	Complete
Section 1: Cover Page	Required	☒
Section 2: Application Completeness Checklist	Required	☒
Section 3: Project Description	Required	☒

Section 4: Project Work Plan	Required	☒
Section 5: SLR Adaptation Criteria Justification	Required	☒
Section 6: Project Schedule and Major Deliverables	Required	☒
Section 7: Budget	Required	☒
Section 8: Supplemental Documents		
a. Project Team Resumes or Curricula Vitae	Required	☒
b. Nonprofit Organization Pre-Award Questionnaire	Required	☐
c. San Francisco Bay Multi-jurisdictional and Single Jurisdiction Subregional Shoreline Adaptation Plan Supplemental Questionnaire	Required	☒
d. Project Letters	Conditional	☒

Section 3: Project Description

Summary

The City of Pinole and the City of Hercules (the “Project Team”) are jointly applying for funding to complete a sea-level rise (SLR) vulnerability assessment, data collection, and a Multi-jurisdictional Shoreline Adaptation Plan aligned with the Multi-jurisdictional San Francisco Bay Regional Shoreline Adaptation Plan (RSAP) guidelines for the shared Pinole-Hercules shoreline. The partnership seeks to protect shared infrastructure, including the highly vulnerable Pinole-Hercules Wastewater Treatment Plant, and safeguard disadvantaged shoreline-adjacent areas from flooding and inundation, such as Bayfront Park and the Hercules Hub transit-oriented development (TOD).

All tasks will comply with SB 1 SLR Adaptation Criteria and RSAP guidelines and align with local plans like Pinole’s Climate Action and Adaptation Plan and Hercules’ 2024 Hazard Mitigation Plan. The cities are also coordinating with Contra Costa County to align efforts with the County’s SB 1-funded project. The County will award each city \$20, 280 which will be used to conduct outreach and community that support cohesive, community-driven planning.

By pooling resources, the project advances regional resilience and equity goals. Furthermore, The Project Team provided letters of commitment for the Rodeo Sanitation District’s SB 1 application, reinforcing regional collaboration and cost-effective SB 1 fund use.

Project Description

The Pinole-Hercules Sea Level Rise Adaptation Plan proposal seeks ~~\$894,750.91~~ \$736,368.05 for SLR planning phases: Phase 1 (Vulnerability Assessment (VA) – Task 1), ~~Phase 2 (Data Collection – Task 2)~~, and Phase 3 (Multi-jurisdictional San Francisco Bay Shoreline Adaptation Plan (SAP) – Task 3). Tasks 4 and 5 detail engagement and project management. Both cities have begun the process of assessing risks associated with climate change, as evidenced by the City of Pinole’s inaugural Climate Action and Adaptation Plan (CAAP), which calls for a shoreline stabilization study and identification of flood mitigation actions. The City of Hercules mentions SLR as a hazard of concern in their Local Hazard Mitigation Plan as well as in key documents like the General Plan Safety and Land Use Elements, Capital Improvement Projects, and more. However, additional planning work in both cities is required to comply with SB 272.

This project is necessary to achieve the Cities’ goal to safeguard highly vulnerable shared and individual infrastructure in Pinole and Hercules from SLR through the development of an equitable Bay Shoreline Adaptation Plan. The Project will achieve this goal through:

- Development of a VA that will help identify priority action areas and prioritize key infrastructure and areas requiring immediate attention. (Element C)
- Establishment of an Erosional Hotspot Monitoring Program. Data collection, led by the San Francisco Estuary Institute (SFEI), will supplement the VA to identify and mitigate erosional hotspots, define baseline conditions, support phased adaptation pathways, and increase community awareness.

- Development and Implementation of a Community Engagement Plan that provides various opportunities for the community to learn about and provide input on adaptation pathways and strategies.
- The resulting multi-jurisdictional SAP, aligned with the McAteer-Petris Act for the Bay Shoreline, will provide clear actionable strategies, and potential projects for implementation.

The Project Team consists of members of both cities' Community Development Departments and Pinole's Community Service's Department. Lilly Whalen (Community Development Director), Kapil Amin (Sustainability Project Manager), Andrea Dwyer (Community Services Director), and Maria Picazo (Recreation Manager) will be project leads for the City of Pinole. Timothy Rood (Community Development Director) and Seana Field (Senior Planner) will be project leads for the City of Hercules. Community-based organizations including Friends of Pinole Creek Watershed (FOPCW), Hercules Rotary, Girl Scouts Troop 31806, and Pinole Earth Team will assist with involving community members in the data collection phase and, supporting engagement activities as stipulated in the Community Engagement Plan. Pinole Senior Center, FOPCW, Hercules Rotary Club, Pinole Rotary Club, and Pinole Earth Team will support community engagement activities to ensure diverse perspectives inform the VA and SAP.

To support the project's scientific integrity, cultural relevance, and community alignment, a Technical Advisory Committee (TAC) will be convened. The TAC will include representatives from the San Francisco Estuary Institute (SFEI), Nations of Lisjan, and additional participants who bring a mix of technical expertise, local knowledge, and lived experience. The TAC will provide input on data collection methods, engagement strategies, and the development of adaptation pathways, helping ensure that the VA and SAP are informed by both best available science and the values and priorities of those most impacted.

The project's scope of work will adhere to the goals of the OPC Strategic Plan, specifically OPC Strategic Plan targets by developing site-specific infrastructure resiliency plans focused on critical infrastructure (Target 1.1.2), and supporting collaborative access to and engagement in coastal policymaking (Target 2.2.2), and adhere to SB 1 SLR Adaptation Criteria, and BCDC RSAP guidelines, including required elements and minimum standards, as further detailed in the work plan.

Relative Need for SLR Planning and Likelihood of Success

Resources provided by Surging Seas Risk Finder and NOAA Sea Level Rise and Coastal Flooding Viewer highlight SLR risks for [Pinole](#) and [Hercules](#) along San Pablo Bay. Pinole faces compounded risks of flooding, displacement, and rising groundwater hazards. According to the [Surging Seas Risk Finder](#), there is a 98% chance of at least one flood over three feet occurring along the Pinole-Hercules shoreline by 2050. This, combined with storm surges and groundwater emergence, poses flooding or inundation risks to disadvantaged residential areas, Bayfront Park, Pinole High School, the Pinole Library, the developing Hercules Hub transit center and TOD, as well as Hercules' open spaces, wetlands, and the undeveloped Hercules Point peninsula, envisioned as a future regional park. Of critical importance and concern to

both cities is the jointly used Pinole-Hercules Water Pollution Control Plant, which is situated along the shoreline and treats all residential and commercial wastewater from Hercules and most from Pinole, serving about 40,000 residents.

As part of the ongoing update to the Safety Element, the City of Pinole conducted a draft VA , which includes SLR as a hazard of concern, as required by California Senate Bill (SB) 379. SB 379 mandates that local jurisdictions incorporate climate change and resilience strategies into their General Plan. However, while the draft VA is foundational, it does not meet the more specific requirements of SB 272 (Laird, 2023). A more detailed SLR-focused VA is needed to address infrastructure-specific risks, inform precise adaptation strategies, and ensure long-term compliance with SB 272.

Pinole recently worked with Contra Costa County to update the Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP). Pinole’s adopted local annex to the MJLHMP identifies SLR as a key vulnerability due to its location bordering San Pablo Bay. While significant impacts are not expected until water levels increase by 4 to 6 feet, such a rise could cause moderate-to-significant flooding at the Pinole-Hercules Water Pollution Control Plant, a critical facility. These events also increase the risk of infrastructure corrosion, including damage to septic systems, due to higher salt content. Impacts would disproportionately affect vulnerable populations by compromising water quality, disrupting essential wastewater services, and limiting access to safe evacuation routes during emergencies. Repair costs could strain city resources, potentially delaying recovery efforts in low-income communities. Additionally, city employees would face the challenge of inspecting streets, storm drains, trash capture devices, and other infrastructure, with urgent action needed to ensure public safety.

In 2021 the City of Pinole adopted Resolution No. 2021-93, declaring a state of Climate Emergency, and directing the development of the CAAP. The CAAP development process, which occurred 2022-2024, included extensive community engagement through a combination of surveys, pop-ups, workshops, and stakeholder meetings, ensuring significant community buy-in and support. Both the Council and community strongly support SLR adaptation efforts, indicating this Project’s strong likelihood of success based on community readiness to engage. During the CAAP development process, the City of Pinole engaged with regional stakeholders to address SLR, including the Contra Costa County Department of Conservation and Development, East Bay Municipal Utility District, Friends of Pinole Creek Watershed, the Nations of Lisjan, and the San Francisco Bay Conservation and Development Commission (BCDC). These organizations have expressed their willingness to support and collaborate in whatever capacity to advance the City’s SLR adaptation efforts and are listed as Project Partners in the CAAP (see page 7 of [City of Pinole CAAP](#)). The City of Pinole and Hercules also benefit from local environmental community-based organizations, such as Friends of Pinole Creek Watershed, Pinole Rotary Club, Pinole Earth Team, Girl Scouts and the Hercules Rotary Club, which will help rally community support and will increase project viability.

The City of Hercules also faces SLR risks, particularly to its open spaces and wetlands along the waterfront. Hercules Point, an undeveloped peninsula envisioned as a future regional park, is especially vulnerable. While the Hercules community has been introduced to SLR impacts

through its Local Hazard Mitigation Plan (LHMP) – which included equitable outreach during the public comment period to engage vulnerable populations – comprehensive SLR planning in Hercules has not yet been undertaken. This grant represents a critical chance for Hercules to advance their desire for actionable SLR adaptation strategies while aligning efforts with Pinole to safeguard shared assets such as the Wastewater Treatment Plant and surrounding infrastructure. Foundational engagement through the LHMP has heightened community awareness, creating momentum for a collaborative, impactful adaptation plan.

Community Description

The cities of Pinole and Hercules, with populations of just under 20,000 and 26,000 respectively, are located in the San Francisco Bay Area and face shared challenges from SLR. Both cities contain socially and economically diverse communities with varying levels of resilience to environmental and economic risks.

In Pinole, [SLR projections](#) highlight significant flooding risks, particularly in western Pinole, an area that contains much of the city’s multifamily housing and is identified in the [Housing Element](#) (page 192) by UC Berkeley’s Urban Displacement Project as highly prone to displacement. Northwestern Pinole residents face compounding vulnerabilities, including lower incomes and home values, flood risks, and high levels of pollution exposure—ranking in the 81-90th percentile for diesel particulate matter, toxic releases, and lead contamination. The City’s senior population, comprising 22% of its total residents, is notably higher than that of Contra Costa County (17.7%), California (14.9%), and the national average (16.5%). This demographic is particularly vulnerable to extreme heat and other climate-related impacts.

Similarly, Hercules has identified underserved populations near its waterfront, including vulnerable groups such as low-income households (23% living below 150% of the poverty level) and cost-burdened residents (15.5%). The city also has a significant proportion of seniors (36%) and children under 17 (38.4%), as well as a diverse population, with 85.8% identifying as racial or ethnic minorities. Outreach during Hercules’ LHMP featured equitable engagement practices with these groups, incorporating targeted events and accessible participation options such as virtual meetings and after-hours scheduling. These strategies will inform engagement practices and activities for the Project’s SLR planning and climate adaptation efforts. Together, Pinole and Hercules demonstrate a shared commitment to inclusivity and proactive climate planning, creating pathways for sustainable adaptation that prioritize those most at risk.

Tribal Partnership

The tasks in this grant’s scope of work will be informed by the invaluable tribal knowledge of Nations of Lisjan. Tribal Chair Corrina Gould will serve on the Technical Advisory Committee contributing insight to both the VA and SAP. Additionally, the Tribe will provide specialized consultations to ensure cultural sites are appropriately identified, assessed, and protected, and that the SAP reflects Indigenous stewardship practices rooted in place-based resilience. Building on their vital contributions to Pinole’s CAAP, this partnership will deepen relationships between local governments and Tribal communities, while helping ensure that adaptation strategies reflect traditional ecological wisdom. The resulting benefits—culturally informed planning,

protected heritage resources, and strengthened regional collaboration—will enhance resilience not only for Tribal and local communities, but for the broader San Pablo Bay shoreline.

Project Area Map

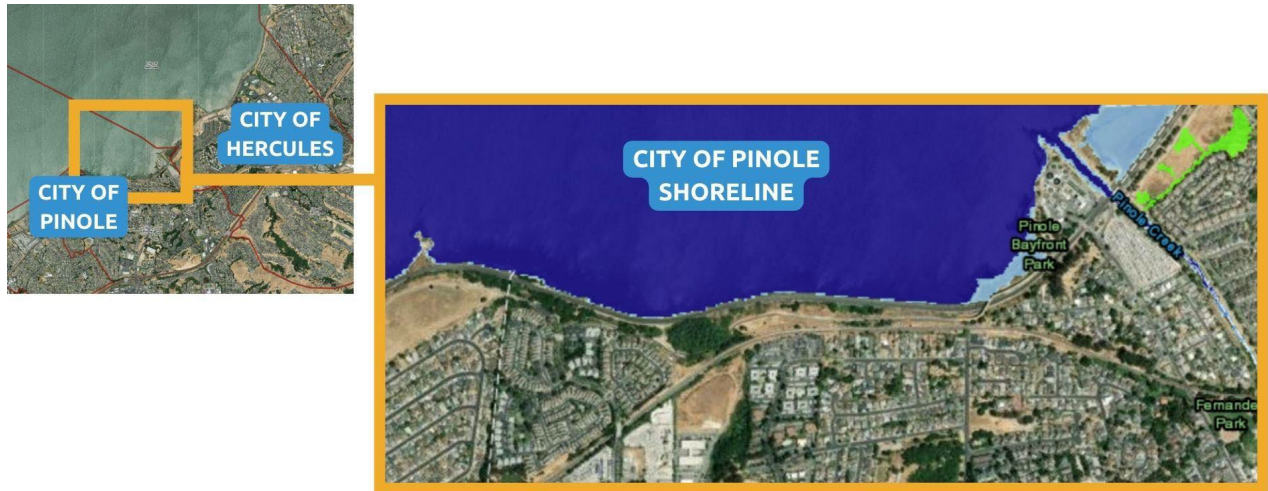


Figure 1: Graphic of Pinole Shoreline depicting SLR risk using the NOAA Sea Level Rise Viewer



Figure 2: Graphic of Hercules Shoreline depicting SLR risk using the NOAA Sea Level Rise Viewer

Section 4: Project Work Plan

All tasks will align with RSAP guidelines and local plans, including CAAP and the Hercules LHMP. The project will also leverage funds awarded to Contra Costa County for SB 1 (estimated at \$20,280 per city) for outreach and community engagement to ensure the final deliverables are community-driven and cohesive across jurisdictions.

Task 1 (Phase 1 - Vulnerability Assessment): The vulnerability assessment (VA) for the Pinole and Hercules shoreline will align with Pinole's CAAP and the Hercules' LHMP, with recommendations outlined in the 2024 State of California SLR Guidance. SFEI will lead the development of Element B Existing Conditions Assessment and the Consultant Team ("Consultants") will lead development of Element C VA, described below.

Subtask 1.1 Develop Existing Conditions Assessment. SFEI, with direction from City staff, will first conduct an Existing Conditions assessment, consistent with Element B of the RSAP guidelines, identifying relevant plans, policies, and studies, as well as gathering information on and mapping the physical and ecological conditions of the landscape. The existing conditions will also map and describe existing populations, assets/services (including those named in the Minimum Categories and Assets Standard of the RSAP guidelines), and land uses within the planning area.. These initial maps will be used to develop community outreach material for the first round of engagement associated with the VA (see Task 4).

Subtask 1.2 Develop Vulnerability Assessment. Consultants will then conduct a VA for the planning area consistent with Element C of the RSAP guidelines. The VA will map and describe the exposure of people, assets, ecosystems and services (including those listed in the Minimum Categories and Assets Standard) to coastal flood hazards, including inundation, erosion, storms and bluff collapse and other hazards for 0.8 ft (2050), 3.1 ft (2100), 4.9 ft (2100), and 6.6 ft (2100) SLR scenarios, at a minimum." The VA will identify priority action areas, determined by the Existing Conditions assessment and engagement (Task 4.2)and assess the vulnerability of each. Vulnerability is defined as the product of "Exposure x Sensitivity x Adaptive Capacity."

Physical hazards such as inundation, wave run-up, erosion, and groundwater intrusion will receive special attention, particularly for risks to the Wastewater Treatment Plant's structural integrity and operational functionality. The VA will also consider cascading hazards, such as power outages caused by storm surges, which could disrupt the facility's essential services. The assessment will address broader impacts to interconnected infrastructure, such as wastewater conveyance lines, nearby evacuation routes, and adjacent residential and commercial areas. This systems-based approach ensures that vulnerabilities within the regional infrastructure network are accounted for. Coordination with state agencies and core sector assessments, as outlined in the 2018 Local Coastal Program Guidance, will also be included. Draft VA will be submitted to BCDC for the comments before finalizing.

Task 1 Deliverables:

- Element B Existing Conditions Assessment

- Element C Draft and Final Vulnerability Assessment

~~Task 2 (Phase 2 Data Collection/Information Gathering):~~ Led by an experienced research partner, the San Francisco Estuary Institute (SFEI), this task will collect new, site-specific data to directly inform the VA—and guide the development of a responsive SAP—. This effort aligns with Pinole’s CAAP, specifically Action SLR 1c, which calls for implementing a Shoreline Monitoring Program (Program) to identify erosional hotspots and ensure timely responses—. This type of monitoring is especially critical in areas like the Hercules Pinole shoreline, where a 2023 landslide forced the long-term closure of the Bay Trail due to severe erosion—highlighting the urgent need for localized data to anticipate and mitigate future storm impacts. Data collection will address key gaps in existing datasets, specifically the lack of localized, real-time information on shoreline dynamics, flooding behavior, and salinity intrusion, which present an opportunity to improve the accuracy and specificity of the VA—and better inform the design of adaptation strategies. This effort will not only generate supplemental data to improve hazard modeling in the VA, but also help define actionable adaptation thresholds and triggers, and the design of adaptation strategies, that guide future decision-making.

To carry out this work, SFEI will implement two complementary forms of qualitative visual data collection: fixed-point photo-monitoring using CoastSnap (or a similar cradle-based system) and community-based documentation of flooding during king tide and storm events. CoastSnap photo stations will be installed at strategic shoreline locations in both cities to generate consistent, repeatable imagery capturing changes in shoreline position, marsh edge, and beach width over time. This method provides a cost-effective way to observe ongoing shoreline evolution between major mapping or Lidar efforts, helping validate projected shoreline change and identify erosion patterns.

As a complementary effort, SFEI will coordinate with community partners and the City to design and lead public king tide photo-collection events. During these events, community partners will play a key role in engaging the residents they serve—ensuring broader awareness, participation, and representation from populations most affected by flooding. These events offer residents a powerful opportunity to document flooding conditions in real time using smartphones and a shared posting platform such as California King Tides, MyCoast, or a project-specific tool. By making flood impacts visible and participatory, these events not only foster local awareness of sea-level rise and its consequences, but also invite the public into the planning process—building environmental literacy and trust. The photos collected will help distinguish between stormwater and tidal flooding, particularly when paired with handheld salinity testing, and will generate a high-resolution visual dataset of shoreline vulnerability across the most at-risk areas. This community-generated dataset fills a critical information gap where existing models may miss localized flood pathways or barriers, directly informing the flood exposure analysis in the VA.

The outcome of the project will be specialized, supplemental data to support VA development and refine adaptation pathways and strategies by establishing a preliminary dataset that can help inform future triggers in the Pinole-Hercules Shoreline Adaptation Plan. Community engagement will be a key component of the Program, empowering residents to participate in

~~evaluation of shoreline vulnerabilities through community-based events, mobile apps, and shoreline walks with technical experts. These activities are designed to generate useful data and deepen community understanding of shoreline risk via sea level rise and compound flooding. The outcome will be a robust dataset that informs near term planning decisions while laying the foundation for long term community supported shoreline management.~~

Deliverables

- ~~● Draft Data Report~~
- ~~● Final Data Report~~

Task 3 (Phase 3- Multi-jurisdictional San Francisco Bay Shoreline Adaptation Plan): Given Pinole and Hercules are neighboring cities within the same Pinole Operational Landscape Unit, the two jurisdictions are collaborating on a joint Bay Shoreline Adaptation Plan for efficient use of resources. This collaboration stems from shared critical infrastructure, the Pinole-Hercules Wastewater Treatment Plant, which is vulnerable to flooding and rising groundwater impacts. This partnership ensures cost and time efficiencies while creating consistent, actionable solutions. Streamlining the assessment, data gathering, and adaptation pathways strategies will significantly advance implementation. Furthermore, ongoing coordination with the County will further accelerate the achievement of the project goals. The plan will be developed in alignment with Element A-G of the RSAP guidelines. During this process, the planning team will meet with BCDC at least 3 times-an initial consultation meeting, prior to developing evaluation criteria, and prior to local adoption.

Subtask 3.1 Element A Development. The consultant team, with support from Pinole and Hercules city staff, will be in charge of developing Element A for their Multijurisdictional SAP. Element A will include a list of subregional partners, describe the multijurisdictional process, and summarize the equitable engagement throughout the planning process (Task 4.1).

Subtask 3.2 Develop Local Vision and Goals. In the second phase of engagement, Consultants will engage City Staff, engagement partners, and the public around a local vision and goals for the planning area (Task 4). Consultants will utilize feedback from these stakeholders to develop a local vision and goals for the Adaptation Plan. This will help develop Element requirement D1.

Subtask 3.3 Develop Adaptation Strategy Alternatives Based on this vision and the goals that result from the community engagement, results of the VA (Task 1) and monitoring program (Task 2), Consultants will identify adaptation strategy alternatives and adaptation pathways that demonstrate feasible flood risk reduction for priority areas under the 0.8 ft scenario (2050) and 3.1 ft scenario (2100). Importantly, the adaptation strategies will adhere to the Adaptation Strategy Standards as defined in the SAP guidelines. This subtask will support development of Element requirement D2.

Subtask 3.4 Develop Evaluation Criteria and Evaluate Adaptation Strategies and Pathways Consultants will again engage the public, City staff, community organizations and other stakeholders (Task 4) around evaluation criteria, which will serve as the basis for the evaluation of adaptation alternatives, including both physical and non-physical strategies. Examples of

possible evaluation criteria include physical and economic feasibility, capital and long-term maintenance, benefits to public health, improved recreation, ecosystem/habitat improvement etc. Evaluation criteria will include a scoring system of some means of evaluating strategies against each other. By carefully selecting evaluation criteria, the Project Team will be in a position to consider and in some cases advocate for nature-based solution alternatives. This subtask will support development of Element requirement D3.

Subtask 3.5 Develop Conceptual Plans and Descriptions of Adaptation Strategies. Public engagement, in addition to the data collection phase, will help to inform Consultants' proposed conceptual plans and descriptions of selected adaptation strategies, potentially including nature-based solutions, in priority areas. The Adaptation Strategy Standards will inform Adaptation Strategies. Conceptual designs will then go back to the community, engagement partners, City staff, and other stakeholders for feedback, questions and comments at community workshops and pop-up events described in Task 4. This subtask will support development of Element requirement D4.

Subtask 3.6 Land Use and Policy Changes. After evaluating and selecting adaptation strategies and pathways, Consultants will work with Pinole and Hercules staff to identify and propose land use and policy changes necessary to implement adaptation strategies over time, noting equity implications of proposed land use approaches. This subtask will inform Element E.

Subtask 3.7 Implementation Plan & Priority Project List. Consultants, through consultation with City staff, will lead the development of an implementation plan that identifies next steps and responsible entities for implementing the selected adaptation strategies and pathways. The implementation plan will also include a funding strategy that identifies potential adaptation costs and sources of funding to implement strategies and pathways, and a monitoring program that builds upon the Task 2 monitoring program to describe how adaptation strategies and triggers are being assessed. Then, a list of priority projects to support shoreline resilience will be determined based on previous tasks. This subtask will inform Element F and G.

Subtask 3.8 Draft and Final Multi-Jurisdictional SAP. Consultants will bring a draft Multi-Jurisdictional Shoreline Adaptation Plan that includes Elements A-G of the RSAP guidelines to the appropriate departments/commissions of both cities for review and comment. Consultants will make any revisions necessary before finalizing the SAP. Consultants will also support City staff in determining the appropriate level of environmental analysis required under the California Environmental Quality Act (CEQA), and bring the SAP to each City Council for adoption. Consultants will support the preparation of staff reports, agendas, and presentations needed to support adoption of the Multi-Jurisdictional SAP at the City of Pinole City Council and City of Hercules City Council. Then, the plan will be submitted to BCDC for final approval.

Task 3 Deliverables:

- Draft Element A
- Draft SAP (Element A-G)
- Final SAP (Element A-G)
- Agendas, Staff Reports, and Presentation for City Council Meetings

Task 4 (Community Engagement): Community engagement, led by Consultants, with support from Friends of Pinole Creek Watershed (FOPCW) Hercules Rotary, Pinole Earth Team, and City staff, will be a vital piece for the development of the VA, data collection and Adaptation Plan. FOPCW, Hercules Rotary, Pinole Earth Team, and Pinole Rotary have committed to engaging the community in both traditional and unique ways to ensure their vision is reflected in the SAP. By pre-identifying community partners, the City of Pinole has put Consultants in a good position to reach and connect with community members to ensure that the VA and Adaptation plan deliverables are rooted in community needs and priorities. Previous collaborations and established relationships with these groups will increase project viability. FOPCW supported the City with adoption of a single-use plastics ordinance, Pinole Earth Team is assisting the City with on-land visual trash assessments, and Pinole Rotary was supportive in promoting the Pinole Energy Enhancement Rebate program.

Subtask 4.1 Develop Community Engagement Plan. Consultants, with community partners named above will develop a Community Engagement Plan that will support all other tasks (Task 1-3). The Community Engagement Plan will include traditional methods, such as town halls, workshops, virtual meetings, and surveys, as well as targeted engagement methods for underserved communities, including multi-lingual outreach and focus groups/pop-ups that meet community members where they are. Consultants, in coordination with community partners and City staff, will create clear, visually engaging presentations, boards, fact sheets, and digital resources to inform and attract a broad audience. Materials will be offered in multiple languages and integrate accessible formats (e.g., large print, digital links) and ensure all materials reflect community interests and cultural contexts, per the Equity Assessment Standard.

Subtask 4.2 First Phase of Engagement – Vulnerability Assessment Engagement Activities. For the first phase of engagement associated with the Existing Conditions Assessment and Vulnerability Assessment, Consultants will deliver, at a minimum: two (2) community meetings to review hazard exposure maps and introduce the project and opportunities to be involved in each jurisdiction; two (2) community workshops that will feature StoryMapping and other digital mapping tools, to help residents identify community resources and priority action areas for the VA; one (1) senior center focus group, and information stations at two (2) community events. After the completion of the first phase of community engagement activities, Consultants will deliver a VA engagement report that documents feedback received and how it will be/or was incorporated into the Vulnerability Assessment.

~~**Subtask 4.3 Second Phase of Engagement – Data/Information Gathering Engagement Activities.** The second phase of engagement will align with Task 2: Data/Information Gathering. Community Partners including Friends of Pinole Creek Watershed, Hercules Rotary, and Pinole Earth Team will support SFEL in connecting with their members to support data collection efforts via Public King Tide Photo Collection Events and shoreline walks with technical experts. SFEL will be responsible for developing a concise engagement report that summarizes how the community was involved in data collection efforts.~~

Subtask 4.4 Third Phase of Engagement – Adaptation Plan Engagement Activities. In the third phase of engagement, which supports the development of adaptation strategies, pathways, and the SAP, the consultant-led Project Team will carry out a series of coordinated outreach activities to gather community input. This phase will include two (2) community workshops in each jurisdiction to co-develop a local vision and goals; one (1) joint survey for residents of Pinole and Hercules to gather feedback on these shared priorities; and one (1) focus group with the Pinole Senior Center to ensure senior perspectives are reflected. To reach a broader audience, the Project Team will also deliver four (4) presentations to neighborhood councils, tenants/homeowners' associations across both cities. In addition, two (2) community workshops will be held to collect feedback on draft adaptation strategies, pathways, and evaluation criteria, along with two (2) community pop-up stations designed to engage residents and gather input on adaptation concepts in more informal, accessible settings.

Community engagement, led by the Project Team, Friends of Pinole Creek, Pinole Earth Team, Hercules Rotary and other Community Partners will play a central role in ensuring strategies reflect community priorities. Engagement will include traditional methods, such as workshops, pop-ups, virtual meetings, and surveys. Innovative approaches may also be considered, such as hosting scenario planning games and community assemblies to explore adaptation strategies and gather input on their tradeoffs. Additionally, online platforms like digital idea boards could be used, allowing residents to submit and vote on adaptation ideas and fostering ongoing involvement. These engagement methods would ensure community feedback directly shapes the plan and builds trust in its implementation.

Task 4 Deliverables:

- Draft and Final Engagement Plan
- Outreach Materials, including survey, outreach boards, flyers, etc., to support Phase 1-3 engagements
- Meeting Agendas, Presentations, Notes
- Phase 1 Engagement Report – VA
- ~~Phase 2 Engagement Report – Data~~
- Phase 3 Engagement Report - AP

Task 5 (Project Management): Project management will be essential to ensure the seamless execution of the VA, ~~data collection~~, and Adaptation Plan. Management activities will be conducted in parallel with all tasks to support timely coordination, progress tracking, and adherence to deliverables and grant requirements. Project Management will include development and release of the RFP for the lead consultant (responsible for the VA, community engagement, Multi-jurisdictional Adaptation Plan), bi-monthly meetings between City staff and Consultants; quarterly progress reports and a system for regular communication with key stakeholders that offers structured opportunities for input and tracks updates throughout all phases of the project.

Task 5 Deliverables:

- Consultant Team Request for Proposal
- Quarterly reports and Invoices

a. Section 5: SLR Adaptation Criteria Justification

The Pinole-Hercules Multi-Jurisdictional Shoreline Adaptation Plan will adhere to all SLR Adaptation Criteria.



b. Section 6: Project Schedule and Major Deliverables

Project Schedule

Year 1 – 2025, Start date November 1, 2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1											X	X
Task 2											X	X
Task 3												
Task 4												
Task 5											X	X

2026

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1	X	X	X	X	X (DL 1.1)	X	X	X	X	X	X	X
Task 2	X	X	X	X	X	X	X	X	X	X	X	X (DL 2.3)
Task 3		X	X (DL 3.1)	X	X	X	X	X	X	X	X	X
Task 4	X	X	X (DL 4.1)	X	X	X	X (DL 4.2, 4.2.1)	X	X	X (DL 4.3, 4.3.1)	X	X
Task 5	X (DL 5.5.1,	X	X	X (DL 5.1.3)	X	X	X (DL 5.1.4)	X	X	X (DL 5.1.5)	X	X

	5.5. 2)											
--	------------	--	--	--	--	--	--	--	--	--	--	--

2027

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1	X	X	X (DL 1.2)									
Task 2	X (DL 2.5)											
Task 3	X	X	X	X	X	X	X (DL 3.8.1)	X	X	X (DL 3.8.2 , 3.8.3)		
Task 4	X	X	X (DL 4.4, 4.4.1)									
Task 5	X (DL 5.1.6)	X	X	X (DL 5.1.7)	X	X	X (DL 5.1.8)	X	X	X (DL 5.1.9)		DL 5.1.10)

Major Deliverable Milestones

Task	Deliverable ID	Deliverable Name	Estimated Due Date
Task 1: Vulnerability Assessment	DL 1.1	Element B Existing Conditions Assessment	May-26
	DL 1.2	Element C Draft and Final Vulnerability Assessment	Mar-27
Task 2: Data collection	DL 2.3	Draft Data Report	Dec-26
	DL 2.5	Final Data Report	Jan-27
Task 3: Adaptation Plan	DL 3.1	Element A Planning Process	Mar-26
	DL 3.8.1	Draft Adaptation Plan	Jul-27
	DL 3.8.2	Final Adaptation Plan	Oct-27
	DL 3.8.3	Agendas/Staff Reports/ Council Presentation	Oct-27
Task 4: Community Engagement	DL 4.1	Draft and Final Engagement Report	Mar-26
	DL 4.2	Task 1 Engagement Report	Jul-26
	DL 4.2.1	Task 1 Outreach Materials	Jul-26
	DL 4.3	Task 2 Engagement Report	Oct-26
	DL 4.3.1	Task 2 Outreach Materials	Oct-26
	DL 4.4	Task 3 Engagement Report	Mar-27
	DL 4.4.1	Task 3 Outreach Materials	Mar-27
Task 5: Administration Coordination and Reporting	DL 5.1.1	Consultant Team selected proposal	Jan-26
	DL 5.1.2	Quarterly report for Q1 activities	Jan-26
	DL 5.1.3	Quarterly report for Q2 activities	Apr-26
	DL 5.1.4	Quarterly report for Q3 activities	Jul-26
	DL 5.1.5	Quarterly report for Q4 activities	Oct-26
	DL 5.1.6	Quarterly report for Q5 activities	Jan-27
	DL 5.1.7	Quarterly report for Q6 activities	Apr-27
	DL 5.1.8	Quarterly report for Q7 activities	Jul-27
	DL 5.1.9	Quarterly report for Q8 activities	Oct-27
	DL 5.1.10	Quarterly report for Q9 activities	Dec-27



c. **Section 7: Budget**

Section D Budget:

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Personnel	\$42,689.78	\$12,382.86	\$37,057.22	\$40,316.16*	\$65,021	\$157,150.91 \$144,768.05
Travel	--	--	--	--	--	--
Subcontractor(s)	\$170,000	\$143,000	\$250,000	\$120,000		\$683,000 \$540,000
Equipment/ Materials	--	\$3,000	--	\$15,000	--	\$18,000 \$15,000
Overhead	--	--	--	--	--	--
Seniors Focus Group compensation				\$1,600		\$1,600
Nations of Lisjan compensation				\$5,000		\$5,000
Community Partners compensation				\$30,000		\$30,000

Task Total	\$212,689.78	\$158,382.86	\$287,057.22	\$171,600.00	\$65,021	\$894,750.91 \$736,368.05
*This cost is fully offset by anticipated SB 1 funds from Contra Costa County (approximately \$40,650), to support community visioning and engagement						
Agreement Total:						\$894,750.91

Budget Justification

The Cities of Pinole and Hercules have developed a strategically structured budget to ensure the successful completion of all project tasks while maximizing cost-efficiency through a collaborative approach. By pooling resources and expertise, the Cities eliminate duplicative costs and deliver an adaptable, cohesive plan for their shared shoreline. The budget supports a multi-phase workplan aligning with technical, regulatory, and community engagement requirements.

Personnel Costs

Personnel costs of \$198,642.71 (\$157,150.86 for this request plus \$40,316.16 match from Contra Costa County) ensure effective management and oversight of all tasks, including drafting RFPs, coordinating subcontractor activities, supporting technical review, developing public-facing materials, conducting community engagement, and preparing progress reports. Fully burdened hourly rates account for anticipated escalations during the project. Key roles include:

- Pinole and Hercules Community Development Directors (\$236.11/hour and \$163.17/hour): Provide strategic oversight, agency coordination, and ensure compliance with OPC criteria.
- Pinole Sustainability Project Manager (\$59.44/hour): Leads technical deliverables, project management, and community engagement coordination.
- Hercules Senior Planner (\$93.71/hour): Supports logistical execution, stakeholder coordination, and workshop facilitation.
- Pinole Community Services Director (\$148.32/hour): Organize Senior Advisory Group and host senior focus groups at Pinole Senior Center
- Pinole Recreation Manager (\$95.07/hour): Organize Pinole Senior Advisory Group and host senior focus groups.

Fully burdened hourly rates include anticipated escalations over the project duration. Key task allocations reflect the complexity and scope of the work:

- Task 1 (Vulnerability Assessment): 393 hours to draft and finalize the RFP, establish a Technical Advisory Committee (TAC), coordinate with consultant and stakeholders, oversee subcontractor progress, provide data and reports to consultant team, and review draft and final VA documents aligned with OPC criteria and RSAP guidelines.

- ~~• Task 2 (Data Collection): 102 hours to manage and coordinate SFEI and Community Partners, solicit feedback and integrate findings into the VA and Adaptation Plan.~~
- Task 3 (Adaptation Plan): 310 hours for collaborative planning, scenario analyses, participate in adaptation strategy review and evaluation, coordinate interdepartmental and interagency and review of adaptation strategies and roles in implementation, alignment of strategies across jurisdictions, and review draft deliverable Element A-F producing a robust Shoreline Adaptation Plan.
- Task 4 (Community Engagement): 346 hours to support and monitor engagement. This staff contribution will be funded in its entirety by funds provided by Contra Costa County to support community visioning and engagement. This engagement will additionally benefit Rodeo Sanitary District, if their application is funded.
- Task 5 (Administration and Reporting): 545 hours for contract management, grant management, billing and invoicing, coordinating interdepartmental and interagency communication, tracking progress, and producing eight quarterly reports to ensure adherence to timelines and grant requirements.

This allocation ensures high-quality oversight while optimizing workflow and achieving cost efficiencies through interjurisdictional collaboration, leveraging shared resources and avoiding duplicative administration.

Subcontractor Costs

Subcontractors contribute advanced expertise in coastal hazards, data analysis, and scenario planning, resulting in high-quality outcomes. Cost efficiencies are achieved through shared subcontractor use, promoting regional consistency and minimizing duplication and waste.

Community Partners will be compensated \$5,000 for their contributions as described under Section 1 Subcontractor Information. Nations of Lisjan will be compensated \$5,000 for their contributions as described under Section 1 Subcontractor Information.

A total of \$683,000 is allocated for subcontractor services to execute highly technical tasks:

- Task 1 (\$170,000): Conduct a comprehensive Existing Conditions and Vulnerability Assessment, modeling sea-level rise scenarios, assessing cascading hazards, and aligning with OPC criteria and SAP guidelines. This budget includes \$18,300 for SFEI to:
 - Prepare Section B2 of Existing Conditions Assessment meeting SAP standards (60 hours)
 - Coordinate with VA consultant to ensure use of best available science, data and maps for use in the VA (3 meetings) (12 hours)
- ~~• Task 2 (\$143,000): This includes funds for SFEI to implement a data collection program, identify erosional hotspots, and integrate data collection with engagement opportunities.~~
 - ~~◦ Photo Monitoring Cradle (103 hours)~~
 - ~~◦ Ground Truth Flood Photo System (108 hours)~~
 - ~~◦ Data Collection Community Engagement Vehicles/Events (300 hours)~~

- ~~Integration of photo-monitoring analysis with Vulnerability/Adaptation Plans (134 hours)~~
- Task 3 (\$250,000): Create the Shoreline Adaptation Plan (Element A-F), including detailed adaptation strategies, implementation plan, and monitoring program.
- Task 4 (\$120,000): Facilitate robust community engagement through workshops spearheaded by lead consultant, SFEI, Project Team and a variety of community partners . This budget includes \$19,900 for SFEI to serve in an advisory role to:
 - Provide feedback on the engagement strategy in coordination with City and VA/AP consultant (12 hours)
 - Advise on the design of public survey and outreach materials (poster boards, digital mapping platform/engagement tools) (12 hours)
 - Support the design and assist in facilitating (4) community workshops across VA/AP outside Data Collection Task (12 hours)
 - Attend (4) pop-up events with community partners (24 hours)
 - Advise on the design/support City in conducting focus group engagement (two meetings for focus groups) (12 hours)
 - Advise on the tribal consultation engagement (two meetings for tribal engagement) (12 hours)
 - Advise the VA/AP consultant to appropriately design materials consistent with their workstreams (12 hours)
 - Review draft Community Engagement Reports for VA and AP (12 hours)

Materials Budget

The ~~\$18,000~~ \$15,000 materials budget supports essential community engagement activities and tools needed to facilitate inclusive, high-impact outreach, including poster boards, printed maps, printed flyers, surveys, and promotional materials. Costs also cover venue rentals, audio/visual equipment, and digital tools like idea boards, fostering creative input and inclusivity. The City of Pinole will take the lead on procuring and installing data collection tools such as CoastSnap in both Pinole and Hercules.

Fiscal Responsibility and Collaborative Efficiency

This budget reflects a fiscally responsible approach that leverages shared resources, eliminates duplication, and maximizes regional alignment. By working together, Pinole and Hercules deliver a scalable, cost-effective model for regional resilience that meets regulatory standards, reflects community priorities, and serves as a blueprint for other small coastal jurisdictions.

OCEAN PROTECTION COUNCIL – RESOLUTION TEMPLATE

Resolution No: _____

RESOLUTION BY _____

APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE OCEAN PROTECTION COUNCIL UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84), Prop 68, ENVIRONMENTAL LICENSE PLATE FUNDS, ONCE THROUGH COOLING, GREENHOUSE GAS REDUCTION FUND, OR GENERAL FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the _____

1. If applicable, approves the filing of an application for the _____; to be funded by _____.
2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;
3. Certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,
4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and,
5. Appoints the _____, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____ day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____.

Following Roll Call Vote: Ayes: _____
 Nos: _____
 Absent: _____

(Signature)

(Title)



CITY COUNCIL REPORT

9.D.

DATE: DECEMBER 2, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
Keith Marks, Chief Building Official, 510-724-9016, kmarks@pinole.gov

SUBJECT: SECOND READING OF AN ORDINANCE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND UPDATE THE CITY'S BUILDING AND FIRE CODE AND ADOPTION OF A RESOLUTION APPROVING FINDINGS TO SUPPORT LOCAL MODIFICATIONS TO THE 2025 CALIFORNIA BUILDING CODE

RECOMMENDATION

Staff recommends the City Council:

- 1- Adopt a Resolution Approving Findings to Support Local Modifications to the 2025 Building Code; and
- 2- Conduct a Second Reading of an Ordinance Adopting the 2025 California Building Standards Code in the form of updates to the City's Building and Fire Code

BACKGROUND

The California Building Standards Commission (the "Commission") is a State agency responsible for producing sensible and usable state building standards, and the administrative regulations that implement and enforce those standards. Every three years the Commission reviews and updates the California Building, Fire, Plumbing, Mechanical, Electrical and Residential Codes that apply in California. The newly updated 2025 California Building Standards Codes ("CBSC"), which include updates to the State Fire Code, becomes effective in California cities on January 1, 2026. The California Health and Safety Code requires local agencies to adopt the building standards contained in the uniform statewide codes but allows cities to modify the codes to reflect local conditions. Pinole previously adopted its current codes in 2022, incorporating and modifying the City's Municipal Code (Title 15) to comply with the 2022 CBSC updates.

On October 21, 2025 the City Council conducted a public hearing and read by title only an Ordinance to adopt new Building and Fire Codes.

REVIEW AND ANALYSIS

On October 21, 2025, the City Council conducted a public hearing and introduced by title only an ordinance to adopt the 2025 California Building Standards Code, with local amendments to

the Building and Fire Codes. The Council approved the ordinance to move forward to second reading. During the discussion, Council raised a question regarding a missing percentage reference in one section of the Fire Code amendments. This was confirmed to be a typographical error, which was corrected orally by the Fire Chief at the hearing. The Ordinance has since been updated to reflect that correction.

Following the public hearing, the Contra Costa County Fire Protection District (ConFire) provided clarifying edits to ensure consistent terminology and enforcement references. The WUI ordinance includes clerical updates and one clarifying amendment: Section [A]101.5 now specifies when additions or alterations to existing buildings must meet current WUI standards and adds supporting definitions in Section 202. Section 508 is also revised to narrow non-combustible fencing requirements to perimeter lots with fencing within 30 feet of a structure, with minor adjustments to exception language. These changes strengthen clarity and consistency without expanding compliance requirements. All edits, shown in tracked changes in Attachment C, have been incorporated into the final ordinance in Attachment B.

State law requires the City to adopt express findings demonstrating that each local amendment to the California Building Standards Code is reasonably necessary due to local climatic, geological, or topographical conditions. The draft Resolution included as Attachment A contains the necessary findings to support the proposed local amendments.

Environmental Review

Adoption of the attached Ordinance is exempt from CEQA based on the general rule set forth in CEQA Guidelines Section 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the adoption of the attached Ordinance will have a significant effect on the environment.

FISCAL IMPACT

There is no direct fiscal impact of adopting the 2025 CBSC. City's costs related to implementation of the 2025 CBSC are recovered through building permit fees

ATTACHMENTS

- A. Resolution
- B. Ordinance
- C. Redlined WUI

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING FINDINGS TO SUPPORT LOCAL MODIFICATIONS TO THE STANDARDS CONTAINED IN THE 2025 CALIFORNIA BUILDING STANDARDS CODE, ENACTED AS PART OF ORDINANCE NO. 2025-XX

WHEREAS, Section 17922 of the California Health and Safety Code requires that local agencies adopt the building standards contained in the California Building Code, the California Fire Code, the California Plumbing Code, the California wildland-urban interface code the California Mechanical Code, and the California Electrical Code, as such codes are approved by the State Building Standards Commission (collectively, the “California Building Standards Code”); and

WHEREAS Section 17958.7 of the California Health and Safety Code allows local agencies to enact modifications to those building standards provided that such modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS Section 17958.7 of the California Health and Safety Code further provides that a local agency which enacts modifications to those building standards must adopt findings which tie those modifications to such local climatic, geological, or topographical conditions; and

WHEREAS, the Pinole City Council has considered whether certain modifications to the building standards contained in the California Building Standards Code are necessary in Pinole due to local climatic, geological, or topographical conditions; and

WHEREAS, Assembly Bill 130 (Chapter 22, Statutes of 2025) establishes a moratorium from October 1, 2025, through June 1, 2031, on new or amended local building standards affecting residential occupancies (Group R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, R-4, and detached one- and two-family dwellings and townhouses), except under limited statutory exceptions; and the City’s 2025 Building Code Ordinance carries forward—without change—all previously adopted 2022 local amendments applicable to these occupancies, thereby maintaining compliance with AB 130 while reaffirming the City’s existing findings of local climatic, geological, and topographical conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby adopt the following findings in conformance with its obligations under Section 17958.7 of the California Health and Safety Code:

I. The City of Pinole is subject to the following climatic, geological and topographical conditions:

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions. Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

(b) Impact. Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the City Fire Department and County Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions. Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with an average maximum of 105° F.

(b) Impact. High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire Service resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the City of Pinole Fire Department and County Fire District.

3. Winds

(a) Conditions. Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons.

However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph range, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally, and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days, creating extremely dry conditions.

(b) Impact. Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the Fire Department very quickly, even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Pinole Fire and the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection protection and fires involving wood shake and shingle buildings exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire-resistant roof and siding materials, and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

- a. Conditions. The City of Pinole is within Contra Costa County and is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have potential for a Richter 6 earthquake, and the Hayward and Calaveras faults have the potential

for a Richter 7 earthquake. Minor tremors from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. Contra Costa County has 3 distinct areas. They are to the West, which includes the City of San Pablo and the communities of North Richmond, El Sobrante, and East Richmond Heights; the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch and Pittsburg and the community of Bay Point. The City of Pinole falls within these risk areas.

Because of the size of Contra Costa County (304 square miles), the characteristics of the fire environment changes from one location to the next. Therefore, the County has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART) and major thoroughfares travel throughout the County. There are 2 major rail lines that run through the County. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, causes power failures while at the same time starting fires throughout the County. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

- b. Impact. A major earthquake could severely restrict the response of the City of Pinole's contracted fire service (Contra Costa Fire Prevention District) and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or

with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

- a. Conditions. The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the City and County, the topography and development growth have created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills, providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

a. Conditions

- i. Vegetation. The service area of the Pinole Fire Department and of Contra Costa County Fire Protection District, which surrounds Pinole has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the County and in the past 15 years, development has spread into the hills, valleys, and ridge lands of the City and County.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs or siding. This condition can be found throughout the County, especially in those fully developed areas and those areas marked for future development.

- ii. Surface Features. The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for City and County Fire resources into and through many areas.
- iii. Buildings, Landscaping, and Terrain. Many of the “newer” large buildings and building complexes have access and landscaping

features or designs which preclude, or greatly limit, an efficient approach or operational access to them by Fire Services vehicles. In addition, the presence of security gates, roads of inadequate width, and grades that are too steep for Fire Service vehicles create an adverse impact on fire suppression efforts.

When Fire Service vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

b. Impact.

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the City of Pinole Fire Department. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single-dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or the amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds)
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

C . Conclusion

Because of the conditions described above, the City of Pinole, City Council requires the increased fire protection requirements set forth in Ordinance No. 2025-XX.

The ordinance amends Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends Chapter 2 (Definitions) to provide clarity on wildland firefighting and

preparedness terminology. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events, as well as standby fire personnel, to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection and Life Safety Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The definition of Substantial Addition and Alteration is also changed to align with the other fire districts for consistency in the interpretation. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads. The ordinance amends Chapter 33 (Fire Safety During Construction and Demolition) to define the additional site security requirements that could be required if deemed necessary by the building official and fire official from arson fires or hazards occurring within the jurisdiction. The ordinance also amends Chapter 50 (Hazardous Materials) and Chapter 57 (Flammable and Combustible Liquids) provides the ability to the fire official to require a risk assessment stamped by a fire protection engineer, if the facility manager is unable to provide an accurate risk assessment of the facility to include all hazardous materials stored onsite.

II. Pursuant to Sections 17958.5 and 17958.7 of the State of California Health and Safety Code, the City Council of the City of Pinole makes the finding that changes, modifications, and amendments to the 2025 Edition of the California Building Standards Codes are needed and are reasonably necessary because of certain local climatic, geologic and topographic features and conditions as described in Section I above, and that those features and conditions, under certain circumstances, affect delivery of emergency services. The amendments to the California Building Standards Codes are enacted to mitigate the impact of those local features and conditions by (i) preventing the chance of accident or injury by requiring standards more stringent than required by the current codes; and (ii) requiring additional built-in automatic fire protection systems, which will provide for early detection and initial fire control.

III. The following changes and/or modifications to the 2025 California Building Standards Code are found to be necessary to mitigate the impacts caused by the local climatic, geologic, and topographic conditions. The City of Pinole has adopted substantive changes and modifications to the California Building Standards Code as follows:

Pinole Municipal Code Section	California Code Section	Findings
15.02	CA Building Code, CCR Title 24, Part 2, Volume 1, Sections: 1.8.4.2, 1.8.8, 1.8.9, 101, 105.2, A. 1., B. 14., C., D., E. 105.8, 105.8.1, 105.8.2, 105.8.3, F 107.2.1, G. 107.6.1, H. 110.1, I.	1A, 1B, and 1C

	110.6.1, J. 105.5.1, 105.6, L. Add: Fire Hazard (def), M. Add Pool (def), N. amend 501.2, Chapter 5, 1., 1a, 1b, 2., 3., 4., O. 2111.15, 1., 2. 3., P. amend 2304.12.1.6	
15.04	CA Building Code, CCR Title 24, Part 2, Volume 1, Sections: 105.2, 105.2.14, 105.3.2, 105.5, 105.8, 105.8.1, 105.8.2, 105.8.3, 107.2.1, 107.6.1.8.8	1A, 1B, and 1C
15.06	CA Residential Code, CCR Title 24, Part 2.5, Sections: 202 Definitions: Add Pool, amend 506.1, Add subsection 902.1.5, ACI 322	1A, 1B, and 1C
15.08	CA Green Building Standards Code, CCR Title 24, Part 11, Section: Add 101.3.2	1A, 1B, and 1C
15.10	CA Electrical Code, CCR Title 24, Part 3, Adoption by reference, no changes.	1A, 1B, and 1C
15.12	CA Plumbing Code, CCR Title 24, Part 5, Section: Add 604.14, Amend/Add 710.1	1A, 1B, and 1C
15.14	CA Mechanical Code, CCR Title 24, Part 4, Adoption by reference, no changes.	1A, 1B, and 1C
15.16	CA Housing and Property Maintenance Code, IPMC amended 102.3, IPMC amended 304.14, IPMC amended 307.3.1, amend 308.3.1, IPMC amend 602.4 with exceptions 1,2.	1A, 1B, and 1C
15.18	1997 Uniform Code for the Abatement of Dangerous Buildings as adopted by the International Conference of Building	A, 1B, and 1C

	Officials, amend Section: 801.2, amend 912	
	CA Administrative Code, CCR Title 24, Part 1, Add: Copying and imaging fees as reflected by the City's Master Fee Schedule.	A, 1B, and 1C
	CA Building Codes, section 114 and 2021 IPMC amend section 109.3, amend 109.4, A.1.2.3.4., B, C, amend 114.4	A, 1B, and 1C

The aforementioned amendments have been incorporated in detail into an Ordinance **2025-XX**

BE IT FURTHER RESOLVED, that the City Council of the City of Pinole finds that the local amendments carried forward from the 2022 California Building Standards Codes are consistent with the requirements of Assembly Bill 130 (Chapter 22, Statutes of 2025), which restricts new or amended local building standards affecting residential occupancies, and that the City's action to revalidate and readopt its existing local amendments complies with State law; and

BE IT FURTHER RESOLVED, that the City Council hereby directs City staff to file a copy of this Resolution, together with the adopted ordinance and findings, with the California Building Standards Commission and the Department of Housing and Community Development as required by Health and Safety Code Section 17958.7 and related statutes.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of November, 2025 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 18th day of November, 2025.

Heather Spears, CMC
City Clerk

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE REPEALING AND REPLACING CHAPTERS 15.02 THROUGH 15.24 AND ADDING A NEW CHAPTER 15.26 OF TITLE 15 “BUILDINGS AND CONSTRUCTION,” OF THE PINOLE MUNICIPAL CODE IN ORDER TO ADOPT BY REFERENCE, WITH MODIFICATIONS TO ADDRESS UNIQUE LOCAL CONDITIONS, THE 2025 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, REFERENCED STANDARDS, AND INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the California Building Standards Commission has adopted a new Title 24 of the California Code of Regulations, also referred to as the 2025 California Building Standards Code, that will become effective statewide on January 1, 2026; and

WHEREAS, currently Title 15 “Buildings and Construction, I. Adoption of Uniform Code” of the City of Pinole Municipal Code adopted the building standards contained in the 2022 versions of the California Building Code, the California Residential Code, the California Fire Code, the California Green Building Standards Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code, California Administrative Code, as such Codes are approved by the State Building Standards Commission (collectively, the “California Building Standards Code”); and

WHEREAS, the updated California Building Standards Code becomes effective within the City on January 1, 2025, and Title 15 is updated by default to incorporate the California Building Standards Code without local amendments; and

WHEREAS, Section 17922 of the California Health and Safety Code requires local agencies to adopt the building standards contained in the California Building Standards Code; and

WHEREAS, Section 17958.7 of the California Health and Safety Code authorizes cities to adopt local modifications to the California Building Standards Code when such modifications are reasonably necessary due to local climatic, geological, or topographical conditions, provided that the governing body adopts findings supporting those conditions; and

WHEREAS, Assembly Bill 130 (Chapter 22, Statutes of 2025) establishes a moratorium from October 1, 2025, through June 1, 2031 on new or amended local building standards affecting residential occupancies (Group R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, R-4, and detached one- and two-family dwellings and townhouses), except under limited statutory exceptions such as previously filed local amendments, emergency standards necessary to protect health and

safety, home-hardening measures, or amendments implementing an adopted greenhouse-gas reduction strategy consistent with a general plan approved on or before June 10, 2025; and

WHEREAS, the City of Pinole's 2025 Building Code Ordinance carries forward—without change—all previously adopted 2022 local amendments affecting such residential occupancies, thereby complying with AB 130 while reaffirming the City's existing findings of local climatic, geological, and topographical conditions that remain valid and necessary for community safety; and

WHEREAS, the ordinance also readopts the City's existing non-residential and administrative amendments and incorporates by reference the Contra Costa County Fire Protection District's local fire-code amendments adopted pursuant to Health and Safety Code § 13869.7, and the California Wildland-Urban Interface Code, which are not subject to the AB 130 moratorium; and

WHEREAS, a duly noticed public hearing was advertised as required by applicable law; and

WHEREAS, the City Council finds that no additional environmental review is necessary because this Ordinance is not a project that has the potential to cause substantial or potentially substantial, adverse change in the environment and qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061 (b) (3), and further, the Ordinance establishes standards for the approval of ministerial projects that are not themselves subject to CEQA review; and

WHEREAS, the City Council finds that the adoption of the 2025 Edition of the California Administrative, Building, Residential, Green Building Standards, Energy, Plumbing, Mechanical, Electrical, Existing Building, Fire, Reference Standards and related construction Codes help protect public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE DOES ORDAIN as follows:

SECTION 1. The forgoing Recitals are true and correct and incorporated herein by this reference.

SECTION 2. Those certain documents, copies of which are on file and are open for inspection by the public at the Building Division of the City of Pinole, being marked and designated as the California Code of Regulations Title 24, Part 1, Part 2 Volumes 1 and 2, Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 9, Part 10, Part 11, Part 12 together with all appendices thereto; each and all of the regulations, provisions, conditions, and terms of the International Property Maintenance Code all of which are on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. Chapters 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, and 15.22, 15.24 of Title 15, Buildings and Construction, of the Pinole Municipal Code are hereby

repealed and replaced in its entirety, and a new Chapter 15.26 is added, as provided in Exhibit A and Exhibit B.

SECTION 4. References To Prior Uniform Building and Construction Codes. Unless superseded and expressly repealed, references in City forms, documents, and regulations to chapters and sections of the prior adopted Uniform Building Codes shall be construed to apply to the corresponding provisions contained in the chapters and sections of Title 15 of the Pinole Municipal Code adopted by this Ordinance and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. Adoption. This Ordinance shall take effect on the later of thirty (30) days after passage or January 1, 2026, whichever occurs later, and shall within fifteen (15) days after passage, be posted in accordance with Section 36933 of the Government Code of the State of California with the names of these City Council members voting for and against it.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the Pinole City Council on the 21st day of October, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Cameron Sasai, Mayor

ATTEST:

Heather Spears, CMC
City Clerk

Chapter 15.02 GENERAL PROVISIONS

Sections:

- 15.02.010 Title.
- 15.02.020 Organization.
- 15.02.030 Codes adopted by reference.
- 15.02.040 Expiration of permits.
- 15.02.050 Premises identification numbering.
- 15.02.060 Construction permit fees - set by City Council.
- 15.02.070 Permitted hours and condition of construction, penalties.
- 15.02.080 Misrepresentations in permit application.
- 15.02.090 Disconnection of utility service.

15.02.010 TITLE.

Chapters 15.02 through 15.24 shall be known as the "City of Pinole Building Codes" and shall be cited as such.

15.02.020 ORGANIZATION.

A building division is established in accordance with the provisions of California Building Code, 2022 Edition, adopted in Chapter 15.04. This division shall be a part of and shall operate under the direction of the Community Development Director. The building division is authorized to direct and enforce all the provisions of this Title and any of the Codes adopted in this Title.

15.02.030 CODES ADOPTED BY REFERENCE.

For the purpose of establishing proper regulations for building construction, maintenance of housing standards, installation of electrical, plumbing and mechanical systems and swimming pool construction, the codes specifically listed in Chapters 15.02 through 15.22, except as modified in this Title, are adopted and made a part of this Title by reference, without publishing or posting thereof, and copies of each of these Codes as listed in this Title are now on file for use and examination by the public in the office of the City Clerk.

15.02.040 EXPIRATION OF PERMITS.

All permits issued by the building division shall expire one hundred eighty (180) calendar days from date of issuance if the work is not commenced within this time (except as noted in the 2025 CBC Section 105.5.1. and the 2025 CRC Section R105.5.1).

15.02.050 PREMISES IDENTIFICATION NUMBERING.

A. Every main structure or building constructed, altered, repaired or moved into the City shall be assigned a street address identification number by the Building Official and approved by the Fire Code Official (as defined in 15.04.030 of this Code).

B. Identification numbers shall be placed on the street side of the building or structure in such a manner as to be plainly visible from the street or public way. Identification numbers shall be a minimum of 6" in height and of a color to contrast with the surrounding color. Numbers shall be installed prior to final inspection and occupancy of the building or structure.

C. The premises street address shall be internally or externally illuminated to the satisfaction of the Building Official and Fire Code Official.

D. The owner or his or her designated agent shall be responsible for the maintenance of identification numbers.

E. Any changes to the assigned street identification numbers must be approved by the Building Official and Fire Code Official.

F. The fee for assigning or modifying a street address shall be set by resolution of the City Council.

15.02.060 CONSTRUCTION PERMIT FEES - SET BY COUNCIL.

All construction permit fees including building, plumbing, mechanical, electrical, swimming pools and solar shall be set by resolution of the City Council and reflected in the City's Master Fee Schedule.

15.02.070 PERMITTED HOURS AND CONDITION OF CONSTRUCTION; PENALTIES.

- A. Work is allowed from seven a.m. (7:00 a.m.) to five p.m. (5:00 p.m.) Monday through Friday. Work is allowed, but no inspections will be performed on non-federal holidays, which are holidays that are not acknowledged federally but are recognized by the City of Pinole. These holidays include, but are not limited to, Cesar Chavez's Birthday and the Day After Thanksgiving.
- B. Saturday work is allowed in commercial zones only, from nine a.m. (9:00 a.m.) to six p.m. (6:00 p.m.), if it is interior work and does not generate significant noise.
- C. Exceptions for residential property owners.
 - 1. Homeowners performing additions, repairs, or remodeling are allowed to work on their residences on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.).
 - 2. By written authorization of the Building Official, a residential property owner with a valid permit to construct a single-family residence for personal occupancy shall be allowed to work on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.). This authorization shall be granted to applicants who have not built a residence in the City in the previous five (5) year period and who affirm in writing their intention to reside at the subject property.
- D. Exceptions for Construction. The City Council designates the City Manager (or their designee) to further modify on a case-by-case basis the hours of construction, to allow for work beyond those hours allowed in 15.02.070.A-C regardless of zoning district.
- E. The minimum fine for a citation or penalty for violating construction hours is one thousand dollars (\$1,000.00) and escalates in one thousand dollars (\$1,000.00) increments.
- F. Work must be controlled to prevent causing a public nuisance due to dust, noise, vibrations, and the like.

15.02.080 MISREPRESENTATIONS IN PERMIT APPLICATION.

No person shall make false statement or misrepresentation in or in connection with an application for a permit under this Title. Any permit issued under this Title may be revoked or suspended at any time by the Building Official or designee for fraud, misrepresentation or false

statement contained in an application for a permit, or for violations of this Title in connection with work done under the permit.

15.02.090 DISCONNECTION OF UTILITY SERVICE.

The Building Official (or designee) may shut off or disconnect any or all utility service to any structure or facility or to any electrical conductor or apparatus which he/she finds to be in violation of any state or county law or regulation relating thereto or to the public health, safety, or welfare, or he may order this done. If he/she finds that the violation involves an immediate danger to person(s) or to other properties or to the public health, safety or welfare, he/she may have the action taken as quickly as he/she deems necessitated by the danger; otherwise he/she shall give ten (10) days advance notice thereof by mail to the utility and the owner of the property as shown on the last assessment roll and by conspicuously posting notice of his orders and the action taken, which no person shall remove, tamper with or disobey. He/she shall rescind or modify such action when it becomes proper to do so in view of the danger or violation.

Chapter 15.04 BUILDING CODE

Sections:

15.04.010 Adoption by reference.

15.04.020 Copies on file.

15.04.030 Amendments made in the California Building Code.

15.04.010 ADOPTION BY REFERENCE.

The 2025 California Building Code, California Code of Regulations Title 24, Part 2, Volume 1 of 2 and Part 2, Volume 2 of 2, including the 2025 California Historic Building Code, Title 24, Part 8 and the 2025 California Existing Building Code, Title 24, Part Chapter 10, and all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.04.020 COPIES ON FILE.

One copy of the California Building Code and Appendices as adopted by the Pinole Municipal Code 15.04.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

15.04.030 AMENDMENTS MADE IN THE CALIFORNIA BUILDING CODE.

The California Building Code is amended and changed in the following respects:

A. Section 105.2 (Work Exempt from Permit) of the CBC Chapter 1 subsection 1 is amended to read as follows:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided that the floor area does not exceed 120 square feet (11.15 m²),
and for which written approval has been given by the Planning Division. These structures may still be regulated by Section 710A, despite exemption from permit.

B. Section 105.2 (Work Exempt from Permit) of the CBC Chapter 1 is hereby amended adding subsection 14 to read as follows:

14. Detached decks under 100 square feet and under 30 inches in height, for which written approval has been given by the Planning Division and the Building Division.

C. Section 105.3.2 of Chapter 1, Division II is amended to read as follows:

An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing unless such application has been pursued in good faith, or a permit has been issued; except that the building official is authorized to grant one or more extensions of up to six (6) months. The extensions shall be requested in

writing and justified cause demonstrated. Whatever the case, a permit application is valid for a maximum of one (1) year after which time the application expires, and a new plan review fee must be paid. The code in effect at the time the newest application is made shall be the code that is enforced.

D. Chapter 1 Subsection 105.8 is added to the CBC, to read as follows:

105.8 Permit Issuance.

105.8.1 Except as otherwise provided in this Chapter, a permit shall be issued only to a person holding a valid, unexpired, or unrevoked California building contractor's license, property owner, or authorized agent.

105.8.2 A permit may be issued for work in a single-family dwelling used exclusively for living purposes, including any accessory buildings, if the permittee is the bona fide owner of the structure occupied by or designed to be occupied by the owner, in which case the owner himself fulfills the role of contractor for all work under the permit.

105.8.3 Any permit issued pursuant to this Chapter shall not be transferable to any person, business, or corporation.

E. Section 107.2.1 (Information on Construction Documents) of CBC Chapter 1 is amended to read:

107.2.1 Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the location and street address of the work and the name and address of the owner and of the person who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevation of the top and toe of cuts and fills, and the location of the proposed building with distance to all property lines and of every existing building on the property. Instead of detailed specifications, the city building official may approve references on the plans to a specific section or part of this code, or other ordinances or laws ***All pages to be signed and/ or professionally stamped***

F. Chapter 1 Division II Subsection 107.6 (Standard plans) is added to read as follows:

107.6.1 - Standard plans. The building official may approve a set of plans for a building or structure as a "standard plan," provided the applicant has made proper application, submitted complete sets of plans, and paid the plan checking fee as required by the City of Pinole. When it is desired to use an approved "standard plan" for an identical structure, three plot plans shall be submitted, and a plan-checking fee equal to one-half of the full plan-checking fee required by the City of Pinole shall be paid at the time application is made for such identical structure. Such duplicate plans shall be compared, stamped, and kept on the job as required by California Building Code Section [A] 107.3.1. In case of

any deviation whatsoever from this standard plan, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work, as required by California Building Code Section [A] 107. Standard plans shall be valid for a period of one year from the date of approval. This period may be extended by the building official when there is evidence that the plan may be used again. The code in effect when the plan review application is submitted, and the plan review fee paid shall be the governing code.

G. Section 110.1 (Inspections - General) is amended by adding the following to the end of the section:

At the time of first inspection by the city building official, a licensed land surveyor or a civil engineer may be required to certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

H. Section 110.6.1 (Approval required) is added to read as follows:

110.6.1 The Building Official of the City of Pinole is authorized to develop a covered/concealed construction policy for any covered or concealed construction, without prior building inspection, to be opened to ensure compliance with the California Building codes. The policy shall encourage the utilization of the least invasive deconstruction methods as possible to document construction methods used, such as photographs, invoices, and structural engineer/architectural engineer reports.

I. Chapter 1, Section [A] 114 (Unlawful act). Chapter 1, Division II Section 114.5 Violation a Public Nuisance is added to read as follows:

It is declared that any violation of this code, the CPC, CMC, CEC, or other state building codes constitute a public nuisance. In addition to any other remedies this code provides for enforcement, the city may bring civil suit to enjoin the violation of its provisions.

J. Section 202 of Chapter 2 (Definitions) is deleted in its entirety.

K. Section 202 of Chapter 2 (Definitions) of the CBC is amended to include the following definition:

Fire Hazard: is any building device, appliance, apparatus, equipment, tank, vehicle, combustible material or waste, fence, or vegetation which, in the opinion of the City building official or the Fire Chief, is in such condition as to cause a fire or explosion, or to augment the spread and intensity of a fire or explosion arising from any cause.

L. Section 202 of Chapter 2 (Definitions) is amended to add the following definition to the existing definition:

Pool: Any outside body of water created by artificial means, any portion of which exceeds eighteen inches (18") in depth

M. Section 501.2 of Chapter 5 (General building heights and areas) is amended to read as follows:

1. Address numbers. Apartment, Condominium, and Townhouse Complexes - An illuminated, diagrammatic representation of the complex shall be installed at the primary vehicular and walkway entrance to each complex. This diagram shall be of sufficient size to be easily visible from said vehicular and walkway entrance.

a. An apartment, condominium, or townhouse complex shall be defined as a group of three or more separate, non-connected buildings, all located on common ground, where each building contains two or more living units.

b. Each building shall be marked at a location clearly visible from the nearest vehicular access with the street address, building number/letter and the number of units located in that building. Example: 2237 Address Bldg. "B" Building designation Units 1 - 8 Units in building. Minimum numeral size shall be 6" high with a stroke of 1" and shall contrast with the background.

2. Commercial - Individual units shall be addressed front and back. Minimum numeral size shall be 6" high with a stroke of 1" and shall contrast with the background. Units with entrances on both the front and rear of the building shall have identical addresses at both locations.

3. Industrial - Individual units within a building shall be addressed front and back. Individual buildings shall be marked at a point clearly visible from the street. Minimum numeral size shall be 12" high with a 3" wide stroke and shall contrast with the background. Units with entrances on both the front and rear of the building shall have identical addresses at both locations.

4. Lighting of building addresses - The building address for all new buildings constructed after the date of this ordinance shall be automatically lit at night.

N. Subsection 2111.15 (Wood burning stove appliances) is added to Chapter 21 (Masonry) of the California Building Code to read as follows:

Wood-burning stove appliances. Any new wood-burning appliance must be one of the following:

1. A pellet-fueled wood device.
2. A U. S. EPA Phase II certified device; or 340 of 677
3. A low mass fireplace, masonry heater, or other wood-burning device of a make and model that meets EPA emission targets and has been approved in writing by the air pollution control officer of the Bay Area Air Quality Management District or the designee thereof.

O. Subsection 2304.12.1.6 of the CBC is amended to add the following sentence at the end thereof:

Siding Materials: Wood shingles or shakes shall be Class B or better, which comply with ASTM E108 or UL 790, except that in very high fire hazard severity zones, no wood shake or shingle siding shall be permitted regardless of class designation. See Section 1505.1.1 of the California Building Code for roofing standards in very high fire hazard severity zones

Chapter 15.06
RESIDENTIAL CODE

Sections:

15.06.010 Adoption by reference.

15.06.020 Copies on file.

15.06.030 Amendments made in the California Residential Code.

15.06.010 ADOPTION BY REFERENCE.

The 2025 California Residential Building Code, California Code of Regulations Title 24, Part 2.5, including all Appendices, is adopted by reference, the same as though fully set forth in this chapter.

15.06.020 COPIES ON FILE.

One copy of the California Residential Code and Appendices as adopted by Pinole Municipal Code 15.02.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

15.06.030 AMENDMENTS MADE IN THE CALIFORNIA RESIDENTIAL CODE.

The California Residential Code is amended and changed in the following respects:

A. Section R202 of Chapter 2 (Definitions) is amended to add the existing pool definition to read as follows:

Pool: Any outside body of water created by artificial means, any portion of which exceeds eighteen inches (18") in depth.

B. Subsection R902.1.5 is added to Chapter 9 (Roof Assemblies) of the California Residential Code to read as follows:

All new roof coverings shall be a Class B or better roof covering assembly as defined by CBC 1505.3

Chapter 15.08
CALIFORNIA GREEN BUILDING STANDARDS CODE

Sections:

15.08.010 Adoption by reference.

15.08.020 Copies on file.

15.08.030 Amendments made in the California Green Building Standards Code.

15.08.010 ADOPTION BY REFERENCE.

The 2025 California Green Building Standards Code, California Code of Regulations Title 24, Part 11, including all Appendices, is adopted by reference the same as though fully set forth in this chapter.

15.08.020 COPIES ON FILE.

One copy of the California Green Building Standards Code and Appendices as adopted by Pinole Municipal Code 15.08.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.10
CALIFORNIA ELECTRICAL CODE

Sections:

15.10.010 Adoption by reference.

15.10.020 Copy on file.

15.10.010 ADOPTION BY REFERENCE.

The 2025 California Electrical Code, California Code of Regulations Title 24, Part 3, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.10.020 COPY ON FILE.

One copy of the California Electrical Code and Appendices as adopted by Pinole Municipal Code 15.10.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.12
CALIFORNIA PLUMBING CODE

Sections:

15.12.010 Adoption by reference.

15.12.020 Copy on file.

15.12.030 Amendments made in the California Plumbing Code.

15.12.010 ADOPTION BY REFERENCE.

The 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.12.020 COPY ON FILE.

One copy of the 2025 California Plumbing Code and Appendices as adopted by Pinole Municipal Code 15.12.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.14
CALIFORNIA MECHANICAL CODE

Sections:

15.14.010 Adoption by reference.

15.14.020 Copies on file.

15.14.010 ADOPTION BY REFERENCE.

The 2025 California Mechanical Code, California Code of Regulations Title 24, Part 4, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.14.020 COPIES ON FILE.

One copy of the California Mechanical Code and Appendices as adopted by the Pinole Municipal Code 15.14.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.16
CALIFORNIA HOUSING AND PROPERTY MAINTENANCE CODE

Sections:

- 15.16.010 Housing and Property Maintenance Code - Adoption.
- 15.16.020 IPMC 102.3 Amended - Application of other codes.
- 15.16.030 IPMC 304.14 Amended - Insect screens.
- 15.16.040 IPMC 308.3.1 Amended - Disposal of garbage.
- 15.16.050 IPMC 602.4 Amended - Occupied work spaces.
- 15.16.060 House moving.
- 15.16.070 Compliance with construction requirements.

15.16.010 HOUSING AND PROPERTY MAINTENANCE CODE - ADOPTION.

The Housing and Property Maintenance Code for the City is the California Housing Law Regulations as set forth in Division 13, Part 1.5, commencing with Section 17910, in the Health and Safety Code (as amended) combined with the 2021 International Property Maintenance Code (IPMC) except as amended by the changes, additions and deletions set forth in this Chapter.

15.16.020 IPMC 102.3 AMENDED - APPLICATION OF OTHER CODES.

Section 102.3 of the IPMC is amended to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the City Municipal Code and the California Building Codes.

15.16.030 IPMC 304.14 AMENDED - INSECT SCREENS.

Section 304.14 of the IPMC is amended as follows:

During the entire year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

15.16.040 IPMC 308.3.1 AMENDED - DISPOSAL OF GARBAGE.

Section 308.3.1 of the IPMC is amended as follows:

That portion of the sentence reading "an approved incinerator unit in the structure available to the occupants in each dwelling unit" shall be deleted in its entirety.

15.16.050 IPMC 602.4 AMENDED - OCCUPIED WORK SPACES.

Section 602.4 of the IPMC is amended as follows:

Indoor occupiable workspaces shall be supplied with heat during the entire year to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

15.16.060 HOUSE MOVING.

- A. Any person, firm, or corporation wishing to move any house or structure on any public street or way in the city shall first obtain a permit as provided in this section.
- B. House moving, as permitted in this section, is allowed only on the day and hours as stated on the permit and on the routes as approved by the director of public works and the chief of police.
- C. The building department may issue a permit for house moving when the person, firm or corporation has applied for such permit and has complied with the following:
 1. A special pre-moving inspection of the building has been made and approved.
 2. Posted a performance bond in the amount of two thousand dollars (\$2,000) payable to the city.
 3. Provided a certificate of insurance for public and auto liability of not less than one hundred thousand dollars (\$100,000); three hundred thousand dollars (\$300,000) bodily injury; and twenty-five thousand dollars (\$25,000) property damage.
 4. Payment of a permit fee of fifty dollars (\$50) for each day or part thereof in which the moving operation will take place.
 5. Agree to furnish adequate traffic control. Method and number of persons directing traffic must be approved by the chief of police.
 6. Agree to pay the cost of any police and fire protection which may be required. A deposit of fifty dollars (\$50) is required.
 7. Provide a copy of signed agreement with the public utilities as to date, time, and route.
 8. Post a time schedule with the public services department, building department and police department at least twenty-four hours in advance of any actual move.

15.16.070 COMPLIANCE WITH CONSTRUCTION REQUIREMENTS.

Buildings moved into or relocated within the city shall be made to comply with the requirements for new construction in the codes adopted in this Title

Chapter 15.18
ABATEMENT OF DANGEROUS BUILDINGS

Section

- 15.18.010 Abatement of dangerous buildings - Adoption.
- 15.18.020 Section 801.3 Amended - Costs.
- 15.18.030 Section 912 Amended - Cost Recovery.

15.18.010 ABATEMENT OF DANGEROUS BUILDINGS - ADOPTION.

The abatement of dangerous buildings code for the City is the 1997 Uniform Code For The Abatement of Dangerous Buildings as adopted and printed by the International Conference of Building Officials.

15.18.020 SECTION 801.3 AMENDED - COSTS.

Section 801 of the Uniform Code for the Abatement of Dangerous Buildings is hereby amended to read as follows:

801.2 Costs. The cost of such work shall be paid from the General Fund and may be made a special assessment against the property involved or may be made a personal obligation of the property owner.

15.18.030 SECTION 912 AMENDED - COST RECOVERY.

Section 912 of the Uniform Code for the Abatement of Dangerous Buildings is hereby amended to read as follows:

912. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the Finance Director of the City, who shall credit the same to the General Fund

Chapter 15.20
FIRE CODE

Section

- 15.20.010 Fire Code - Adoption.
- 15.20.020 Establishment and duties of bureau of fire prevention.
- 15.20.030 Amendments to the California Fire Code.
- 15.20.040 Appeals.
- 15.20.050 New materials, processes or occupancies which may require permits.
- 15.20.060 Violation – Penalty.

15.20.010 FIRE CODE - ADOPTION.

The City of Pinole hereby adopts the 2025 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2024 International Fire Code published by the International Code Council]), including Chapters 1-10 and 12-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, Appendix J, and Appendix K, as amended by the changes, additions, and deletions set forth in this Chapter. The 2025 California Fire Code, with the changes, additions, and deletions set forth in this Chapter, is adopted by this reference as though fully set forth in this Chapter. As of the effective date of this Chapter, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

15.20.020 ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION.

The 2025 California Fire Code as adopted and amended in this Chapter, shall be enforced by the bureau of fire prevention of the Pinole Fire Department which is established and which shall be operated under the Chief of the Fire Department.

15.20.030 AMENDMENTS TO THE CALIFORNIA FIRE CODE.

A. Chapter 1. Scope and Administration.

Chapter 1 is adopted in its entirety except as amended below:

101.1 Title. This code is the Fire Code of City of Pinole and is hereinafter referred to as "this code."

Section 102.1 is amended to add item 5, to read:

5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.5 is amended to read:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 through 105.5.63.

Section 105.5.33 is amended to read:

105.5.33 Motor Fuel Dispensing Facilities. An operational permit is required for the operation of automotive, marine, and fleet motor fuel dispensing facilities, including for sites that allow mobile fueling from a service provider to the general public, fueling of motor vehicles at approved locations from a tank vehicle and limited or temporary fueling operations for special events (fueling of watercraft from shore, piers, floats, or barges).

Section 105.5.40 is amended to read:

105.5.40 Cannabis/Plant Extraction Related System(s)/Operations. An operational permit is required for any of the following cannabis/plant extraction related systems operations.

1. Cultivation
2. Plant Extraction Systems
3. Testing/Lab
4. Manufacturing
5. Distribution
6. Carbon Dioxide Systems or volatile solvent

Section 105.5 is amended to read:

105.5.52 Wood products. An operational permit is required to store chips, hogged material, wood or other combustible pallets, lumber or plywood in excess of 200 cubic feet (6 m³).

Section 105.5 is amended by adding Sections 105.5.55 through 105.5.63 to read:

105.5.55 Asbestos removal. A permit is required to conduct asbestos-removal operations regulated by Section 3319.

105.5.56 Automobile Wrecking or Dismantling Yard. An operation permit is, required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

105.5.57 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees.

105.5.58 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 56 of this code.

105.5.59 Model rockets. A permit is required to sell model rocket motors or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17. Permits issued in accordance with this section are for the site, and are effective as long as site conditions have not changed.

105.5.60 Section 105.5.60 is added to read:

105.5.60 Five year sprinkler test. An operational permit is required to engage in the business of conducting the five-year test of an automatic fire sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.

Section 105.6 is amended to read:

105.5 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.25.

Section 105.6 is amended by adding Sections 105.6.26 through 105.6.30 to read:

105.5.61 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3313.1.

105.5.62 Tire storage. A permit is required to store more than 1,000 cubic feet (28.3 m³) of tires inside buildings pursuant to Chapter 34.

105.5.63 Indoor Growing Operation. A permit is required to operate an indoor growing operation.

Exception: Agricultural Greenhouses in an agricultural zone.

Section 105.6 is amended to read:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.29.

Section 105.6 is amended by adding Sections 105.6.25 through 105.6.29 to read:

105.6.26 Access for fire apparatus. Plans shall be submitted, and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code.

105.6.27 Construction, Substantial Alteration, Additions of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, substantial alteration, additions, or renovation of a building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.28 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.6.29 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the City pursuant to Section 507.

105.6.30 Land Development. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction.

Section 105.7 is added, to read:

105.7 Responsibility of permittee. Construction permits shall be presumed by the Fire District, Fire Department to incorporate all of the work that the applicant or the applicant's agent, employees, or contractors shall carry out. Work performed shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No City approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.

Section 112.4 is amended to read:

112.4 Violation penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with Health and Safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

B. Chapter 2. Definitions.

Section 202 is amended by adding the following definitions to that section:

Administrator. Shall mean the Fire Chief.

Aerial Pre-Plans. An overhead layout of a parcel that contains structure(s) that identifies specific first responder related items to assist in effectively managing incidents and events for the protection of occupants, responding personnel, property, and the environment. The preplan shall be developed in accordance with a format approved by the AHJ. Preplan symbols shall comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emergency Symbols), and NFPA 1620 (Standard for PreIncident Planning).

All-weather driving surface. A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus.

Automobile Dismantling or Wrecking Yard. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

Wrecking Yard. An area that stores or dismantles salvaged vehicles.

Board of Directors. The City of Pinole City Council is the governing body of the City of Pinole Fire Department.

Board of Fire Commissioners. The City of Pinole City Council is the governing body of the City of Pinole Fire Department.

Combustible Material. Rubbish, litter or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official.

Defensible Space. The area adjacent to a structure or dwelling as determined by the fire code official where wildfire prevention or protection practices are implemented to provide the key point of defense from an approaching wildfire or to minimize the spread of a structure fire to wildlands or surrounding areas.

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Apparatus Access Road. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limited to a fire lane, public street, private street, driveway, parking lot lane, and access roadway.

Fire Code Official. The Fire Chief or a duly authorized representative, or other person as may be designated by law, appointment or delegation and charged with the administration and enforcement of this code.

Firebreak. A continuous strip of land upon and from which all combustible material hazardous vegetation or other growth has been removed to bare mineral soil to stop or prevent the extension of fire from one area to another.

Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus.

Fuel Break. A strategically located block or strip, on which a cover of dense, heavy, or combustible vegetation has been changed to one of lower fuel volume or reduced

combustibility, as an aid to fire control. Fuel breaks require annual and recurring maintenance.

Hazardous Vegetation. Vegetation that is combustible and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent grasses, weeds, stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegetation as determined by the fire code official.

Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved by the Fire Code Official or designee that meets the requirements and uses the same security key code adopted by the Fire Department

Ladder Fuel. Fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Ornamental Landscaping. Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

Person. Includes any agency of the county, city, district or other local public agency and any individual, firm, association, partnership, business trust, corporations, limited liability company, or company.

Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and 14876) or any violation of this code.

Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes and/or amount of vegetation (native and ornamental), and/or other conditions favorable to fast moving fires.

Response Time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rubbish. Waste matter, litter, trash, refuse, debris, and dirt on streets or private property in the jurisdiction, which is or when dry may become a fire hazard. See combustible material.

Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler waterflow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and, easements.

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Temporary Fire Department Access Road. A temporary, all-weather roadway constructed and maintained for the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed, and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction.

Temporary Fire Department Access Road for Construction. An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

Temporary Fire Department Access Road for Construction of One (1) Residential (R3) Unit. A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

Temporary Water Supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

Tree Litter. Any limbs, bark, branches, and/or leaves in contact with other vegetation or left to gather on the ground.

Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds that are otherwise noxious or dangerous;
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

C. Chapter 3. General Precautions Against Fire.

Section 304.3.5 is added, to read:

304.3.5 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct, and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4, Exception 1 is amended to read:

Exception 1. Residential Occupancies.

Section 324 is added to Chapter 3, to read:

SECTION 324 Exterior Fire Hazard Control.

324.1 Subsurface Fires.

324.1.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the

jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 325 is added to Chapter 3, to read:

SECTION 325 Automobile Wrecking Yards.

325.1 General. The operation of automobile wrecking yards shall be in accordance with this section.

325.2 Definitions. The following terms are defined in Chapter 2:

Automobile Dismantling Automobile Wrecking Yard

325.3 Requirements.

325.3.1 Permits. An operational fire code permit is required as in Section 105.6.53.

325.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

325.3.3 Welding and cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires, and all other debris.

325.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms, or vaults of noncombustible materials.

Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

325.3.5 Fire Protection. Offices, storage buildings, and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.

325.3.6 Tire storage. Tires shall be stored in racks or in a manner as approved by the fire code official.

325.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

325.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

325.3.8 Burning operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.

325.3.9 Motor vehicle fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

325.3.9.1 Mitigation of leaking fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems, and transmissions shall be kept available on site. Single-use plugs, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state, and local requirements.

325.3.10 Fuel tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

325.3.10.1 Repair of vehicle fuel tanks. The repair of fuel tanks, including cutting, welding, or drilling of any kind, is prohibited.

325.3.11 Lead acid batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

D. Chapter 4. Emergency Planning and Preparedness.

Section 401.5.1 is added to read:

4.1.5.1 Nuisance Fire Alarm. A fee may be charged for false/ or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 401.10 is added to read:

401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to require a fire aerial pre-plan to be prepared by an approved vendor at the cost of the developer.

Section 401.11 is added to read

401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.11.1.1 and 403.11.1.2.

Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

E. Chapter 5. Fire Service Features.

Section 5.3.1.1 is amended to read:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Exceptions:

1. The fire code official is authorized to increase the dimension to 250 feet where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities

Section 503.1.4 is added to read:

503.1.4 Access to open spaces. When access to open land/space or fire trail systems maintained for public or private use is obstructed by new development of any kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access requires the approval of the fire code official.

Section 503.1.5 is added to read:

503.1.5 Existing fire trail systems shall be maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provided and requires approval by fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A driveway with a minimum width of 16 feet is acceptable for access to one or two single-family dwellings.

Section 505.3 is added, to read:

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 506.2.1 is added to read:

506.2.1 Knox Box upgrade. All current businesses and occupancies with current Knox Boxes shall upgrade their lockbox to the eCore Technology by December 31, 2028

F. Chapter 6. Building Services and Systems.

Section 605.3.1 is added to read:

605.3.1 Spark Arrestors. All Chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrestor per CBC 2113.9.2

G. Chapter 9. Fire Protection Systems.

Section 901.6.3 is amended to read:

901.6.3 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be submitted to a third party electronic record keeping service as chosen by the fire district.

Section 902.1 is amended to add:

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3

occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than 4-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 is amended in its entirety, to read:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies and intervening floors of the building where the fire area exceeds 5,000 square feet.

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.
3. In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.4 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.
Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops, and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state-funded construction projects, see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.

Section 903.2.4 is amended to read:

903.2.5 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet (232 m²).

Section 903.2.4.4 is added to read:

903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.

2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy (is) used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.
5. The structure exceeds 5,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

Section 903.2.8 is amended to read:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies. An automatic sprinkler system shall be installed in new manufactured homes, new mobile homes, and multifamily manufactured homes with two dwelling units, including those located in mobile home parks, in accordance with Title 25 of the California Code of Regulations.

Section 903.2.8.1.1 is added, to read:

903.2.8.1.1 Group R-3 Substantial Addition or Alteration. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either of the following occurs:

1. Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 3,600 square feet.
2. Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 occupancy used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10.1 is amended to read:

903.2.10.1 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exists:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 5,000 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 48,000 square feet.

Section 903.2.10.3 is added to read:

903.2.10.3 Group S-2 low hazard storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking underneath, shall meet automatic sprinkler system requirements in accordance with the 2025 California Building Code and 2025 California Fire Code without local amendment.

Section 903.3.1.1.4 is added to read:

903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet, the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.1.3 is amended to read:

903.3.1.3 Sprinkler Systems for One and Two family dwellings. Automatic sprinkler systems for one- and two-family dwellings shall be permitted to be installed in accordance with section 903.3.1.3.1.

Section 903.3.1.3.1 is added to read:

903.3.1.3.1 Pipe limitations. Where CPVC pipe is installed above the insulation or is otherwise located in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 903.3.5.3 is added to read:

903.3.5.3 Non-permissible water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and water flow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies.

Section 903.4.2 is amended to read:

903.4.2 Alarms. One approved audible and visual device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible and visual alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.6.1 and 903.6.2 are added to read:

903.6.1 Substantial Addition. An automatic sprinkler system shall be provided throughout all existing R-3 Occupancy buildings where a substantial addition occurs and the total new gross floor area of the structure exceeds 3,600 square feet. Group R-3 substantial additions or alterations shall comply with Section 903.2.8.1.1.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1011.5 of the

current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard).

Section 907.4.4 is added to read:

907.4.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including, but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance with Section 907.6.6.

Section 907.5.2.3.1 is amended to read:

907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms, and locker rooms.
2. Corridors, hallways, and aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies.
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms
16. Copy or work rooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Section 907.6.6 is amended to read:

907.6.6 Monitoring of fire alarm systems. A fire alarm system required by this chapter, or by the California Building Code, shall be monitored by a UL-listed Central Station service in accordance with NFPA 72 and this code.

Exception: Monitoring by a UL-listed central station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Group 1-3 occupancies shall be monitored in accordance with Section 907.2.6.3.
3. Residential Day Care Facilities (occupancy load of 14 or less).
4. One- and two-family dwellings.
5. Residential Care Facilities licensed by the state with an occupant load of 6 or less.
6. Occupancies with local fire alarm system that will give an audible and visible signal at a constantly attended location, as approved by the Fire Code Official.

Section 907.6.7 is added to read:

907.6.7 Certification. New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.

Section 907.6.7.1 is added to read:

1.6.7.1.1 Posting of Certificate. The UL Certificate shall be posted in a durable transparent cover within three feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.

H. Chapter 10. Means of Egress.

Section 1028.5.1 is added to read:

1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.

I. Chapter 33. Fire Safety During Construction and Demolition.

Section 3303.1.2 is added to read:

3303.1.2 Amendments. Amendments may be required to an approved site safety plan if deemed necessary by both the building official and fire official, based on previous fires or hazards that occurred on site or occurring within the jurisdiction.

Section 3303.1.3 is added to read:

3303.1.3 Site Security requirements. Site security requirements shall include the following if deemed necessary by both the building official and fire official:

1. Controlled access points.
2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top.
3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols.
4. Detection check points located throughout the buildings for fire watch and patrol verification.
5. Security camera coverage throughout the site with motion detection notifications.
6. Identify measures taken to prevent tampering with security cameras and motion sensors.
7. Necessary lighting throughout the project site.

Section 3319 Asbestos Removal is added to read as follows:

3319.1 General. Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3319.

Exception: Section 3319 does not apply to the removal of asbestos from:

1. Pumps, valves, gaskets and similar equipment.
2. Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 mm).
3. Wall or ceiling panels that have an area of less than 10 square feet (0.93 m²) or a dimension of less than 10 linear feet (3048 mm).
4. Floor tiles when their removal can be completed in less than four hours.
5. Group R-3 occupancies.

3319.2 Notification. The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.

3319.3 Plastic Film. Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Section 807.

3319.4 Signs. Approved signs shall be posted at the entrance, exit and exit-access door, decontamination areas and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is required. Signs shall have a reflective surface. Lettering shall be a minimum of 2 inches (51 mm) high.

H. Chapter 41 Temporary Heating and Cooking Operations

Section 4104.2 is amended to read:

4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking

devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. Residential occupancies
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 1/2 pounds.

I. Chapter 50. Hazardous Materials - General Provisions.

Section 5001.5.1 is amended to add item number 10 and 11 to read as follows:

10. Fire Department related safety equipment
 - A. Fire alarm control panel (FACP).
 - B. Sprinkler riser.
 - C. Fire department connection (FDC).
 - D. Knox Box location.
 - E. Gas valve shutoff.
 - F. Electrical main shutoff.
 - G. Water shutoff.
 - H. Elevator equipment room.
11. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility. Refer to NFPA 550 & 551 for references.

Section 5001.5.3 is added to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location; as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1.2 is added to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

J. Chapter 56. Explosives and Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within jurisdiction of the District.

Exceptions:

1. Storage and handling of fireworks by a Public Safety Agency.
2. Manufacture, assembly and testing of fireworks as allowed in [Section 5605](#) and *Health and Safety Code Division 11*.
3. The use of fireworks for fireworks displays pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and Health and Safety Code Division 11.
4. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.1.3.1 to 5601.1.3.3 is added to read as follows:

5601.1.3.1 Definitions. "Responsible party" means any of the following:

1. A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.
2. A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

Section 5601.1.3.2 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

Section 5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, County, or State Peace Officer, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of the Code and other codes as indicated, punishable as an infraction or an administrative citation.

Section 5601.2.2 is amended to read as follows:

5601.2.2 Sale and retail display. No person shall construct a retail display or offer for sale any explosives, explosive materials, or fireworks within the jurisdiction. Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.2.4 is amended to read as follows:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1

K. Chapter 6. See Section 5608.

L. Chapter 57. Flammable and Combustible Liquids.

Section 5703.3 is amended to read:

5703.3 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references

Section 5703.3.1 is added to read:

5703.3.1 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references.

Section 5704.2.9.6.1 is amended to read as follows:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or

rural residential, and for facilities on an individual basis consistent with the intent of this provision.

Section 5706.2.4.4 is amended to read:

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision.

M. Chapter 58. Flammable Gasses and Flammable Cryogenic Fluids.

Section 5806.2 is amended to read as follows:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use. Exception: Liquid hydrogen fuel systems in compliance with Section 5806.3 or 5806.4.

N. Chapter 61. Liquefied Petroleum Gases.

Section 6103.2.1.7 is amended to read:

6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A, Group B, or Group M occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the California Mechanical Code and NFPA 58.

Section 6104.2 is amended to read:

6104.2 Maximum capacity within established limit. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

O. Chapter 80. Referenced Standards.

Chapter 80 is amended by adding the following referenced standards:

NFPA 3 (2021): Recommended Practice for Commissioning of Fire Protection and Life Safety Systems.

NFPA 850 (2020): Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations.

Chapter 80 is further amended by amending the NFPA 13D (2022) (Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes) standard as follows:

Section 7.7.1 is added, to read:

7.7.1 Where CPVC pipe is installed above the normal insulation in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 8.3.5.1.2 is amended to read:

8.3.5.1.2 Where fuel-fired equipment is below or on the same level as occupied areas of the dwelling unit, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment or at the wall separating the space with the fuel-fired equipment from the occupied space. In unconditioned spaces, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

P. Appendix B. Fire-Flow Requirements for Buildings.

Table B105.2 is amended to read:

TABLE B105.2 Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIREFLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute= 3.785 Liters

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Appendix C. Fire Hydrant Locations and Distribution.

Table C102.1 is amended as follows:

The title of Table C102.1 is amended to read: TABLE C102.1 REQUIRED NUMBER AND

SPACING OF FIRE HYDRANTS (footnote hand J)

The heading of the fourth column of Table C102.1 is amended to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD
FRONTAGE TO A HYDRANT (d, f, g, i)

Footnotes "i" and "j" are added to Table C102.1, to read:

- i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.

For infill projects within existing single-family residential developments, Section 507.5.1 applies

Q. Appendix D. Fire Apparatus Access Roads.

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34,050 kg) in accordance with Caltrans Design Standard HS- 20-44.

Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.2 is amended to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19,958 kg) traction load. The grooves in the concrete surface shall be 1/2 inch (13 mm) wide by 1/2 inch (13 mm) deep and 1 1/2 inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7,620 mm) inside and 45 feet (13,716 mm) outside.

Figure D 103.1 is amended to read:

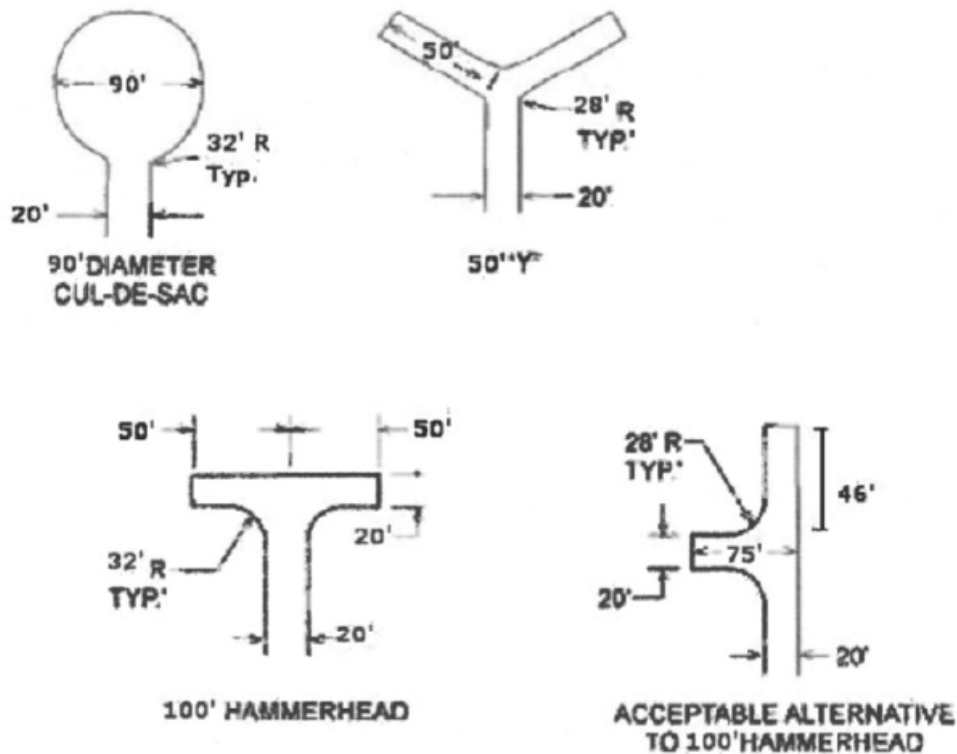


Table D103.4 is amended to read:

Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20 ^a	None required
151-750	20 ^a	100-foot Hammerhead, 50-foot "Y", 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750	Special approval required ^b	

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

- b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

- 1. The minimum clear width shall be 20 feet (6096mm).
Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5, to read:

- 9. All gates shall be installed and located a minimum of 30 feet off the street.
Section D103.6.1 is amended to read:

Criteria 10 is added to Section D103.5, to read:

- 10. At the discretion of the Fire District, a Click2Enter system shall be installed for emergency access.

Section D 103.6 is amended to read:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent “NO PARKING—FIRE LANE” signs.

- 1. Roadways 20 feet wide. Fire lane signs shall be posted on both sides of the road.
- 2. Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side of the road, as determined by the fire code official.
- 3. Emergency evacuation routes. As adopted by the local governing body as part of the local emergency evacuation plan, Fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.
- 4. Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local law enforcement agencies are authorized to issue citations, order the removal of vehicles, and take other enforcement actions necessary to maintain fire apparatus access roads clear of obstructions. Vehicles parked in violation of this section may be cited and towed at the owner’s expense.

D103.6.1 Roads less than 28 feet in width. Fire apparatus access roads less than 28 feet wide shall be posted on both sides as a fire lane.

Section D103.6.2 is amended to read:

D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width. Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a fire lane.

Section D106.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted.

15.20.040 APPEALS.

Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the City Council within fifteen (15) days from the date of the decision.

15.20.050 NEW MATERIALS, PROCESSES OR OCCUPANCIES WHICH MAY REQUIRE PERMITS.

The City Council and Fire Chief shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code. The Fire Chief or designee shall post such list in a conspicuous place at the offices of the fire prevention bureau and distribute copies thereof to interested persons.

15.20.060 VIOLATION - PENALTY.

A. Any person who violates any of the provisions of the California Fire Code as adopted and amended in this chapter or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any details statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of not less than seventy-five dollars (\$75.00) nor more than five hundred dollars (\$500.00) or by imprisonment in the county jail for a period of time not to exceed six (6) months, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 15.22
California Wildland-Urban Interface Code

Sections:

- 15.22.010 California Wildland-Urban Interface Code- Adoption.
- 15.22.020 California Wildland-Urban Interface Code- Amendments.

15.22.010 CALIFORNIA WILDLAND-URBAN INTERFACE CODE- ADOPTION.

The City of Pinole hereby adopts the 2025 California hereby adopt the 2025 California Wildland-Urban Interface Code. These regulations shall be known as the California Wildland-Urban Interface Code, may be cited as such, and will be referred to herein as “this code.” The California Wildland-Urban Interface Code is Part 7 of thirteen parts of the official compilation and publication of the adoption, amendment, and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Wildland-Urban Interface Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the wildland-urban interface code are controlling and enforceable within the limits of each jurisdiction.

15.22.020 AMENDMENTS MADE IN THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

The California Wildland-Urban Interface Code is amended and changed in the following respects:

Section 1.1 – General

Section 1.1.2 is amended to read:

1.1.2 Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the *California Wildland-Urban Interface* Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as “this code.”

Section [A]101.5 is amended to read:

[A] 101.5 - Additions or alterations.

Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new building or structure.

Exception:

1. Provisions of this code that specifically apply to existing conditions are retroactive.
2. Substantial addition or alteration to any building or structure will require the existing building or structure to comply with all of the requirements of this code.
3. Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

Section 202 is amended by adding the following definitions to that section:

Section 202 - Definitions

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas.

508.1 Scope.

This section applies to:

1. New residential subdivisions containing 30 or more dwelling units within a designated Wildland-Urban Interface Fire Area.

508.2 General Requirement.

All fences regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating.

508.3 Location.

1. In new developments of 30 or more dwelling units, all perimeter lots where any portion of the fence is located within 30 feet of a structure.
2. Fence posts, gates, and decorative features shall be constructed of non-combustible materials consistent with this section. Exceptions:
 1. Fences located entirely outside a Wildland-Urban Interface Fire Area.
 2. Agricultural or open-space fencing (such as barbed wire, welded wire, or similar non-combustible designs) as approved by the Authority Having Jurisdiction (AHJ).
 3. Temporary fencing for construction or erosion control, provided it is removed within 180 days.

Chapter 15.24
ADMINISTRATIVE CODE

Sections:

- 15.24.010 California Administrative Code - Adoption.
- 15.24.020 Copying and imaging fee.

15.24.010 CALIFORNIA ADMINISTRATIVE CODE - ADOPTION.

The California Administrative Code for the City, sometimes referred to as "the CAC," is the California Administrative Code, 2025 Edition as approved by the California Building Standards Commission, and as published in Title 24, Part 1, of the California Code of Regulations.

15.24.020 COPYING AND IMAGING FEE.

Copying and imaging fees shall be set by resolution of the City Council and reflected in the City's Master Fee Schedule.

Chapter 15.26 VIOLATION – PENALTY

Sections:

- 15.26.010 Violation - Penalty.
- 15.26.020 Violation - Penalty for work without permits.

15.26.010 VIOLATION - PENALTY.

Any person violating any of the provisions of Chapters [15.02](#) through [15.22](#) of this Title shall be deemed guilty of an infraction and may be deemed guilty of a misdemeanor punishable by a fine or imprisonment, as established in the 2022 CBC, section 114, and 2024 IPMC section 109.

15.26.020 VIOLATION - PENALTY FOR WORK WITHOUT PERMITS.

A. 114.4 Violation penalties. (2025 CBC Section 114)

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

B. 109.3 Prosecution of violation. (2024 IPMC)

Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

This section classifies a violation as a "strict liability offense," which is defined in Section 202; thus, it is not required to prove that the person intended to violate the code or was negligent in doing so. All that is required for conviction is that the notice of violation for correction was properly served and that the person failed to comply. This aids jurisdictions in prosecuting code violators.

The code official must pursue, with legal counsel of the jurisdiction, legal means to correct the violation.

Any extensions of time for the violations to be voluntarily corrected must be for a reasonable, bona fide cause or the code official may be subject to criticism for "arbitrary and capricious" actions. In general, it is better to have a standard time limitation for correction of violations. Departures from this standard must be for a clear and reasonable purpose, usually stated in writing by the violator. The code provides a mechanism for the municipality to recover costs expended on a property through placing a lien on the property. For example, if an unimproved lot

had to be mown throughout the summer growing season, the cost of the mowing could be recovered through a lien on the property.

C. 109.4 Violation penalties. (2024 IPMC)

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

An adopting jurisdiction is permitted to assess penalties for violations of the code. The penalties include monetary fines, as well as possible imprisonment. The severity of the fine or penalty is left for the jurisdiction to establish. The local jurisdiction, through its council and attorney or other administrative authority, will normally designate the range for the dollar amount of fines; however, the judge will determine the actual fine. This encourages support and agreement from all parties when enforcement action is taken. Fines should be large enough to discourage noncompliance with the code, but not so large as to be inappropriate for the violation being charged.

Each day a violation continues unabated after proper notice has been served is to be deemed a separate offense and may be charged as such. In general, it is better to cite violations daily. This action may expedite a court hearing or cause the owner to correct the violations rather than risk exorbitant fines or imprisonment. Whether to cite violations daily is a policy decision and should be made in cooperation with the attorney who will prosecute the cases.

Any person who commences work without the necessary permits shall be subject to the following penalties:

- a. Penalties within a twelve (12) month period:
 1. First Offense: an investigation fee equal to the permit fee.
 2. Second Offense: an investigation fee equal to two times the permit fee and a five-hundred-dollar (\$500.00) penalty fee.
 3. Third Offense: an investigation fee equal to three times the permit fee and a one-thousand-dollar (\$1,000.00) penalty fee.
 4. Four or More Offenses: Four or more offenses shall result in referral of the matter to the City Attorney for prosecution.
- b. The foregoing penalties, applicable to first, second, third, and fourth offenses for those commencing work without all necessary permits, supersede any conflicting provisions of this code governing the penalties for violation of any provision thereof. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

- c. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 15.22
California Wildland-Urban Interface Code

Sections:

- 15.22.010 California Wildland-Urban Interface Code- Adoption.
- 15.22.020 California Wildland-Urban Interface Code- Amendments.

15.22.010 CALIFORNIA WILDLAND-URBAN INTERFACE CODE- ADOPTION.

The City of Pinole hereby adopts the 2025 California hereby adopt the 2025 California Wildland-Urban Interface Code. These regulations shall be known as the California Wildland-Urban Interface Code, may be cited as such, and will be referred to herein as “this code.” The California Wildland-Urban Interface Code is Part 7 of thirteen parts of the official compilation and publication of the adoptions, amendment, and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Wildland-Urban Interface Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the wildland-urban interface code are controlling and enforceable within the limits of each jurisdiction.

15.22.020 AMENDMENTS MADE IN THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

The California Wildland-Urban Interface Code is amended and changed in the following respects:

Section 1.1 – General

Section 1.1.2 is amended to read:

1.1.2 Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface

(WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

101.1 Title. *These regulations shall be known as the California Wildland-Urban Interface Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as “this code.”*

Section [A]101.5 is amended to read:

[A] 101.5 - Additions or alterations.

Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new building or structure.

Exception:

1. Provisions of this code that specifically apply to existing conditions are retroactive.
2. Substantial addition or alteration to any building or structure will require the existing building or structure to comply with all of the requirements of this code.
3. Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

Section 202 is amended by adding the following definitions to that section:

Section 202 - Definitions

Substantial Addition. *The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.*

Substantial Alteration. *Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.*

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas.

508.1 Scope.

This section applies to:

- 1. New residential subdivisions containing 30 or more dwelling units within a designated Wildland-Urban Interface Fire Area.*

508.2 General Requirement.

All fences regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating.

508.3 Location.

1. In new developments of 30 or more dwelling units, all perimeter ~~fencing and fencing~~ separating individual lots shall comply with this section.

~~2. Where a fence abuts a Wildland-Urban Interface Fire Area, lots where~~ any portion of the fence is located within 30 feet of a structure.

2. Fence posts, gates, and decorative features shall be constructed of non-combustible materials consistent with this section. Exceptions:

- 1. Fences located entirely outside a Wildland-Urban Interface Fire Area ~~and not within 30 feet of a structure.~~*
- 2. Agricultural or open-space fencing (such as barbed wire, welded wire, or similar non-combustible designs) as approved by the Authority Having Jurisdiction (AHJ).*
- 3. Temporary fencing for construction or erosion control, provided it is removed within 180 days.*



CITY COUNCIL REPORT

9.E.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Fiona Epps, Communications Director, 510-724-9830, fepps@pinole.gov
SUBJECT: APPROVE RESOLUTION TO ADD 1.0 FULL-TIME EQUIVALENT (FTE) INFORMATION TECHNOLOGY TECHNICIAN

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the addition of 1.0 FTE Information Technology Technician to support citywide technology operations, user support services, and critical infrastructure needs.

BACKGROUND

The City's Information Technology (IT) service model has undergone significant changes over the past decade, driven by evolving organizational needs, cost considerations, and increasing cybersecurity and operational risks.

In 2016, the City entered into a contract with Precision IT, a Managed Service Provider (MSP), to deliver comprehensive outsourced IT support. In 2019, the MSP added the first full-time on-site technician to support daily operations, followed by a second on-site technician in 2022 as service demand grew. Also in 2022, the City added internal oversight by assigning the Assistant to the City Manager to serve as an IT liaison responsible for coordinating services and projects with the MSP.

By 2024, rising costs, service limitations, and increased technology risk led the City to evaluate alternatives and ultimately decide to internalize core IT functions. Transitioning to an internal IT department offered significant advantages, including greater control, enhanced security, increased flexibility, and improved cost efficiency. For example, an internal IT department replaces the need for costly consulting services. Additional benefits included optimized resource allocation, stronger risk management and oversight, improved communication and collaboration with City departments, and the development of in-house expertise supported by consistent service delivery.

At mid-year Fiscal Year (FY) 2024/25, City Council approved the addition of 1.0 FTE IT Manager position. At the same time, the City reduced MSP staffing back to one on-site technician in preparation for transition to an internal IT model. In June 2025 the City hired an IT Manager kicking off the transition to the internal IT model and the shift away from outsourced services. By October 2025, the City discontinued the remaining on-site technician support provided by Precision IT.

With outsourced services being phased out, the City's in-house IT team is now responsible for

all daily technical support, device management, cybersecurity monitoring, application support, and incident response previously performed by multiple MSP technicians and consultants. Currently, these responsibilities are managed by a single full-time IT Manager, making it difficult to meet daily service demands and strategic project goals without additional support.

To complete the transition to a sustainable internal service model, the City's next step is to reallocate Information Services (IS) budget expenditures and hire a full-time IT Technician^[1] in 2026. This position is essential for replacing consultant labor, maintaining service continuity, and supporting citywide technology operations moving forward.

[1] The existing Information Systems (IS) Technician class specification is currently under review to change to the new title: Information Technology (IT) Technician to align with the Information Technology (IT) Division.

REVIEW AND ANALYSIS

The addition of 1.0 FTE IT Technician is required to replace the consultant workload previously performed by the City's former MSP and, more recently, by Precision IT under a limited-term service agreement. Without this position, the remaining IT staff cannot absorb the full daily service demand.

Early recruitment will allow onboarding to occur before consultant services budget runs out (forecasted for March 2026 based on current usage trends). This approach ensures continuity of operations, eliminates a lapse in support coverage, and reduces reliance on external service providers.

Proactive recruitment also aligns workload transitions more effectively, allowing the new technician to assume responsibilities previously performed by Precision IT, including helpdesk services, device management, and user support. This transition minimizes service disruption and strengthens long-term internal capacity.

The IT Division's administrative workplan contains 38 projects totaling an estimated 4,229 work hours, which is roughly equivalent to 2.0 full-time employees. Of these, around 34% are considered critical, high-priority efforts. Critical projects focus on initiatives such as strengthening internal support services, enhancing 24/7 system reliability, strategic long-term planning, upgrading security and infrastructure, modernizing technology across the organization, and advancing overall operational resilience.

Without additional IT staffing, the City may face growing operational challenges, particularly in Public Safety, where Police generate approximately 60% of all helpdesk tickets. Delays in support can affect emergency response and officer effectiveness. Insufficient staffing could increase security risk making costly incidents more likely. Without adequate IT staffing, more work will be pushed to costly professional service contracts or result in delayed or canceled projects. Continued overload on existing staff also raises the risk of burnout, which can lead to more errors, missed deadlines, and declining team morale.

Additional staffing will help maintain service levels and enable timely completion of critical projects in the IT Workplan while supporting citywide operations.

City staff anticipate Information Systems (IS) cost savings and budget reallocation through FY

2026/27. This could be achieved by replacing Precision IT professional services with internal labor and expertise. Staff completed an analysis to compare potential cost savings when IT projects are done by in-house staff. Streamlining software and website support, reducing network infrastructure expenses and consolidation of communications services are other opportunities for cost-savings. These combined efforts demonstrate the City's commitment to fiscal responsibility while modernizing its technology environment.

FISCAL IMPACT

There is no direct fiscal impact to the Fiscal Year (FY) 2025/26 Budget by approving this resolution.

The estimated annual cost for a 1.0 FTE IT Technician, including salary and benefits, is \$142,829.35 (\$87,051 salary plus \$55,777 for benefits). Five (5) months cost for an IT Technician is estimated at \$59,512.23.

Staff propose a one-time expense reduction of approximately \$63,000, which will be reallocated from the IS Professional Services budget in the current FY 2025/26. These savings would fund approximately five months of the IT Technician position within the existing FY budget.

Looking ahead for the FY 26/27 budget, staff propose approximately \$151,650 in ongoing IT expenditure reductions, including eliminating Precision IT consulting services, reducing ClientFirst support costs, and pruning AT&T voice service and Verizon charges. These further reductions would allow staff to reallocate a portion of the budget to fund 1.0 FTE IT Technician sustainably through the next fiscal year.

Through a combination of software consolidation, telecommunications optimization, and reduced reliance on professional services, this approach avoids additional mid-year budget impacts and allows the City to redirect existing consultant funding to support permanent staffing, providing a more stable, cost-effective service model moving forward.

ATTACHMENTS

- A. Resolution
- B. Internal IT Cost Savings Evaluation

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN ADDITIONAL 1.0 FULL-TIME EQUIVALENT (FTE) TO HIRE AN INFORMATION TECHNOLOGY (IT) TECHNICIAN

WHEREAS, pursuant to the City of Pinole Personnel Rule No. 3.4, Allocation of Positions delegates FTE approval to the City Council; and

WHEREAS, the Pinole City Council was presented information regarding a request from staff for an additional 1.0 new permanent FTE that will support the transition to an internal IT staffing model and operational needs; and

WHEREAS, there is no direct fiscal impact to the Fiscal Year (FY) 2025-26 budget because a one-time reallocation of \$63,000 will be made in the Information Services (IS) Professional Services budget; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby resolve the addition of a 1.0 Full-time Equivalent (FTE) Information Technology Technician.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 2nd day of December 2025 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 2nd day of December 2025.

Heather Spears, CMC
City Clerk

Internal Information Technology (IT) Cost Savings Analysis

The Internal Cost Savings Analysis shows how completing IT projects in-house yields substantial financial benefits for the City. For each project, the evaluation outlines the scope of work, the estimated internal cost for necessary equipment or materials in comparison with the projected cost had the project been fully outsourced. The difference between these figures reflects the potential savings achieved through internal completion. Cost Notes accompany each project to provide context such as avoided labor charges, reduced contractor hours, or efficiencies gained from leveraging internal expertise.

Project	Description	Cost for Internal (Equipment)	Cost if not done internal	Potential Savings	Cost Notes
Corp Yard Cameras	Installation of 6 cameras at the Corp Yard, networking equipment, NVR, wireless equipment	\$5,600	\$20,000	\$14,400	Rough estimate of what Everon would have charged based on costs at other sites
City Hall Cameras	Replacement of existing system with Ubiquiti. 10 cameras, NVR w/ 90 days retention	\$6,000	\$29,000	\$23,000	Everon charged ~\$29,000 to install 9 cameras
AXON FLEET 3 Installation	Installation of in-car cameras. Would have required a Precision employee available for entire week	\$0	\$8,750	\$8,750	35 hours at Precisions project rate of \$250/hour
PC Replacement Project	Replace 43 Windows 10 computers	\$107,500	\$150,500	\$43,000	Hardware + 4 hours per machine at Precisions \$250/hour rate
Tennis Court Bathroom Access Control	Installation of new access control system at Tennis Courts	\$1,600	\$12,500	\$10,900	Decision has not yet been made if this will be done internally or by Everon
Public Safety Building Cameras	3 new cameras installed so far			\$0	
UPS Replacements	Replacement/installation of 9 UPS units	\$28,000	\$37,000	\$9,000	Hardware + 4 hours per UPS at Precisions rate of \$250/hour
Additional Livescan Machine	HR wanted a dedicated Livescan machine	\$0	\$6,000	\$6,000	Coordinated between PD and HR to fix a communications issue that hindered HR from getting timely livescans by the PD
Network Reconfiguration	New City network IP plan and design to increase reliability and security	\$0	\$50,000	\$50,000	All work is reconfiguration of existing equipment. Assuming 200 hours at Precisions rate of \$250/hour
				\$0	
			Total Potential Savings	\$165,050	



CITY COUNCIL REPORT

9.F.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2024/25 DEVELOPMENT IMPACT FEE REPORT (AB 1600)

RECOMMENDATION

Staff recommend that the City Council receive the Development Impact Fee Report pursuant to AB 1600 for the fiscal year ended June 30, 2025, and adopt a resolution finding that all development impact fees collected are expended, committed, or will be committed.

BACKGROUND

Recognizing that new construction of residential and commercial facilities may have growth-related impacts on existing public streets, facilities, and services, Chapter 5 of the California Government Code authorizes the collection of development impact fees. Sections 66000-66009 of the State's Government Code prescribe a method for the equitable and consistent collection of fees for public improvements and facilities that are needed to mitigate the impacts of new development. These statutes require that public agencies provide periodic fiscal reconciliations of the amount of growth impact fees assessed and collected against new construction, and the use of those fees collected.

Effective January 1, 1989, AB 1600 imposed specific accounting procedures regarding the collection and use of development impact fees. Specifically, Government Code Section 66001 (d) provides for an annual review of fees collected, based on a five year "holding and use" period following the deposit of the fees. AB 1600 requires the City to make findings annually, subsequent to the deposit of these fees, with respect to any portion of the fee that may remain unexpended, whether committed or uncommitted. The findings must identify the purpose to which the fee will be put, demonstrate a nexus between the fee and the purpose, identify the sources and amounts of anticipated funding used to complete incomplete improvements, and identify approximate dates on which the anticipated funding is expected to be expended.

Additionally, the provisions of AB 1600 expanded Government Code 66002(b), the accountability standard to require annual reviews of the proposed use of these fees through the inclusion of eligible projects in public agency capital improvement plans. The FY 2025/26 – 2029/30 Five-Year Capital Improvement Plan (CIP), which includes projects eligible for funding using development impact fees, was approved by the City Council on June 17, 2025.

REVIEW AND ANALYSIS

In August of 1984, the City Council established a cumulative growth impact fee. Ordinance Number 462 provided fees to be collected from developers for both residential and business

development impacts on public facilities and services and for residential impacts on parklands and recreation.

Development impact fees are reviewed annually, and adjustments may be made. Pinole Municipal Code (PMC) 3.20.096 (b) allows for an annual adjustment to the amount of the impact fees by a percentage equal to the percentage change in the Engineering News Record Construction Cost Index for San Francisco Bay Area.

In addition, PMC 3.20.96 (c) requires a review of the basis of the impact fees at least once every five years to determine whether the fees are still reasonably related to the needs of new development. The City recently conducted a development impact fee study, which was adopted by the City Council on January 21, 2025. The current fees are as follows:

Facility Category	3 Bedrooms	2 Bedrooms	1 Bedroom	Office	Commercial	Food Service	Industrial	Institutional
	Fee per Dwelling Unit			Fee per 1 Square Foot of Building Floor Area				
1 Police	\$1,384.15	\$1,126.17	\$868.19	\$0.67	\$0.38	\$0.38	\$0.54	\$0.18
2 Fire Protection	\$2,499.06	2033.28	\$1,567.51	\$1.21	\$0.69	\$0.69	\$0.97	\$0.32
3 Public Facilities & Equipment	\$4,609.19	3750.13	\$2,891.07	\$2.23	\$1.28	\$1.28	\$1.78	\$0.60
4 Wastewater Capacity	\$9,499.19	5509.53	N/A	\$1.33	\$0.66	\$11.21	\$3.51	\$0.76
5 Transportation	\$581.01	472.72	\$364.43	\$0.67	\$1.41	\$1.41	\$1.21	\$0.96
6 Drainage	\$261.36	149.33	N/A	\$0.10	\$0.10	\$0.10	\$0.19	\$0.23
7 Parks and Recreation	\$10,561.46	8593.02	\$6,624.57	N/A	N/A	N/A	N/A	N/A
8 Subtotal	\$29,395.42	\$21,634.18	\$12,315.77	\$6.21	\$4.52	\$15.07	\$8.20	\$3.05
9 Administration (3%)	\$881.86	649.03	\$369.47	\$0.19	\$0.14	\$0.45	\$0.25	\$0.09
10 Total	\$30,277.28	\$22,283.21	\$12,685.24	\$6.40	\$4.66	\$15.52	\$8.45	\$3.14

The City maintains separate funds for growth impact fees within the Growth Impact Fund - 276 and the Parkland Dedication Fund - 275. All interest earned on the fees is held and retained in these funds.

Growth Impact Fund - 276

The Growth Impact Fee Fund accounts for fees collected from developers for both residential and business development impacts on public facilities and services. The City has established development impact fees for the following facilities: police, fire protection, parks and recreation, wastewater, public facilities and equipment, traffic, and drainage. The revenue collected from the fees can be used for capital improvements, including the expansion, design, and construction of facilities.

Since the development impact fees have been put in place, the City has collected the following fees for the mitigation of growth impacts in the Growth Impact Fund – 276:

Fiscal Year	Fee Income & Interest	Expenditures	Year End Residual Balance
Prior to 2008-09	\$ 3,162,923	\$ 2,924,091	\$ 237,979
2008-09 to 2016-17	225,773	564,213	(100,460)
2017-18	91,348	-	(9,113)
2018-19	82,480	-	73,367
2019-20	35,557	-	108,925
2020-21	32,567	-	141,492
2021-22	2,560,333	-	2,701,825
2022-23	638,210	-	3,340,034
2023-24	221,508	57,982	3,503,560
2024-25	178,624	220,000	3,462,185
Totals	\$ 7,229,323	\$ 3,766,286	

As of June 30, 2025, the Development Impact Fund has a fund balance of \$3,462,185.

Findings

In accordance with California Government Code Section 66001(d), the City is reporting the following findings as of June 30, 2025:

- Staff has reviewed the development impact fees collected from July 1, 2020 through June 30, 2025. Development impact fees collected more than five years ago, prior to June 30, 2020, total \$165,570. These funds are planned to be expended on projects detailed in the FY 2025/26 – FY 2029/30 Capital Improvement Plan. The summary table below outlines the projects, including estimated costs and completion dates.

The following projects have been identified for funding from impact fees in the FY 2025/26 - FY 2029/30 CIP adopted by the City Council on June 17, 2025:

Project Number	Project Title	Estimated Project Cost	Estimated Project Completion
FA2502	Upgrade of City Pools	\$ 400,000	6/30/2027
FA2401	Tiny Tots Flooring and Painting	250,000	6/30/2027
FA2301	Public Safety Building Modernization	300,000	6/30/2027
FA2202	Senior Center Modernization	150,000	6/30/2027
FA1703	City Hall Modernization	400,000	6/30/2026
FA1702	Citywide Roof Repairs and Replacement	238,000	6/30/2027
PA2501	Improvements to City Parks	200,000	6/30/2026
PA2401	Fernandez Park Improvements	880,000	6/30/2028
PA1901	Pinole Valley Park Soccer Field Rehabilitation	250,000	6/30/2026
RO2303	Pinole Smart Signals	100,000	6/30/2027
TOTAL		\$ 3,168,000	

These projects are also noted in the Development Impact Fee Report included as Attachment A.

Parkland Dedication Fund - 275

The Parkland Dedication Fund accounts for fees collected from developers for residential impacts on parklands and recreation. These fees are collected pursuant to the City's Parkland Dedication Ordinance (Municipal Code 16.28) which requires as a condition of approval for the

subdivision of land, the dedication of park land or payment of a fee in-lieu of dedication, pursuant to California Government Code 66477 (the "Quimby Act"). The revenue collected from the fees can be used for capital improvements, including the acquisition and development of parks.

Since the development impact fees have been put in place, the City has collected the following fees for park and recreation projects in the Parkland Dedication Fund – 275:

Fiscal Year	Fee Income & Interest	Expenditures	Year End Residual Balance
Prior to 2008-09	\$ 2,424,729	\$ 2,311,672	\$ 113,072
2008-09 to 2016-17	64,764	161,381	16,455
2017-18	8,154	-	24,608
2018-19	36,528	-	61,137
2019-20	27,732	799	88,070
2020-21	16,378	-	104,448
2021-22	(8,595)	118,507	(22,654)
2022-23	22,653	-	(0)
2023-24	-	-	(0)
2024-25	-	-	(0)
Totals	\$ 2,592,344	\$ 2,592,360	

As of June 30, 2025, Parkland Dedication Fund has a fund balance of \$0.

FISCAL IMPACT

There is no fiscal impact as a result of receiving the report. Actual expenditures of development impact fees and planned uses are detailed in the Development Impact Fee Report.

ATTACHMENTS

- A. Resolution
- B. Pinole Development Impact Fee Report FYE 6-30-25

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE DEVELOPMENT IMPACT FEE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025 AND MAKING CERTAIN RELATED FINDINGS

WHEREAS, Government Code §66001(d), effective January 1, 1989, requires the City to make findings periodically to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, identify the sources and amounts of anticipated funding used to complete incomplete improvements and identify approximate dates on which the anticipated funding is expected to be deposited; and

WHEREAS, Government Code §66006(d), effective January 1, 1989, requires that a report documenting these findings must be made within 180 days following the conclusion of each fiscal year by the City; and

WHEREAS, City staff have reviewed and summarized the development impact fees collected and expended each fiscal year covering July 1, 2020 through June 30, 2025 and prepared a report containing the information required by Government Code section 66006, which was presented to the City Council during its December 2, 2025 meeting and a copy of which is on file with the City Clerk; and

WHEREAS, City staff have reviewed development impact fees collected prior to July 1, 2020, the subject compliance year of this report, and determined that development impact fees collected more than five years ago, prior to June 30, 2020, total \$165,570. These funds are planned to be expended on projects detailed in FY 2025/26 – FY 2029/30 Capital Improvement Plan; and

WHEREAS, the City Council considered a staff report dated December 2, 2025, which included information making the findings required by Government Code section 66001(d).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it approved the Development Impact Fee Report for Fiscal Year ending June 30, 2025 to satisfy the requirements of Government Code section 66006(b)

BE IT FURTHER RESOLVED by the City Council of the City of Pinole that it makes the findings specified in the staff report dated December 2, 2025 in compliance with the requirements of Government Code section 66001(d).

PASSED AND ADOPTED this 2nd day **December 2025**, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **2nd** day of **December 2025**.

Heather Spears, CMC

City Clerk

**CITY OF PINOLE
DEVELOPMENT IMPACT
FEE REPORT
(AB 1600)
Fiscal Year Ended June 30, 2025**



**TABLE OF
CONTENTS**

TABLE OF CONTENTS i

EXECUTIVE SUMMARY1

INTRODUCTION2

Legal Requirements for Development Impact Fee Reporting.....2

Description of Development Impact Fees4

Current Fee Schedule5

DEVELOPMENT IMPACT FEE FINANCIAL REPORT6

COMBINED FINANCIAL SUMMARY6

DEVELOPMENT IMPACT FEE FUND - 276.....7

PARKLAND DEDICATION FUND - 275.....8

IMPROVEMENT FUNDED WITH DEVELOPMENT IMPACT FEES9

DEVELOPMENT IMPACT FEE PROJECT IDENTIFICATION.....10

NOTES TO THE DEVELOPMENT IMPACT FEE REPORT11

NOTE # 1 – BONDS 11

NOTE # 2 – NOTES PAYABLE..... 11

NOTE # 3 – REFUNDS PAYABLE 12

EXECUTIVE SUMMARY

State law requires any local agency that imposes development impact fees to prepare an annual report providing specific information about those fees, including amounts collected and expended as well as balance. The City Council must review the annual report at a regularly scheduled meeting. Therefore, in accordance with State Government Code, Section 66006(b), this Development Impact Fee Report is being filed accordingly for the fiscal year ending June 30, 2025.

In 1984, Pinole City Council established a cumulative growth impact fee through the enactment of the State's Government Code Sections 66001-66099. Ordinance Number 462 provided fees to be collected from developers for both residential and business development impacts on public facilities and services and for residential impacts on parklands and recreation.

The City of Pinole collects development impact fees at the time of occupancy for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are to be used to finance the acquisition, construction, and improvement of public facilities needed as a result of the new development. Development impact fees have been established for the following public facilities: police, fire protection, parks and recreation, wastewater, public facilities and equipment, traffic, and drainage.

The City has established and maintained two separate special revenue funds to account for development fees collected. This report includes information on the Growth Impact Fund (Fund 276) and the Parkland Dedication Fund (Fund 275).

INTRODUCTION

Legal Requirements for Development Impact Fee Reporting

A. CALIFORNIA GOVERNMENT CODE SECTION 66006 (b)

California Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 development impact fees on new development. Annually, for each development impact fee collected and expended, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the type of fee in the account or fund;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected, and interest earned;
- Identification of each public improvement on which fee revenue was expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fee revenue;
- Identification of the approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvements on which the transfer or loan will be expended;
- The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

B. CALIFORNIA GOVERNMENT CODE SECTION 66001 (d)

For all funds established for the collection and expenditure of development impact fees, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements;
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

In accordance with California Government Code Section 66001(d), the City is reporting the following findings as of June 30, 2025:

- Development impact fees collected more than five years ago, prior to June 30, 2020, total \$165,570. These funds are planned to be expended on projects detailed in FY 2025/26 – FY 2029/30 Capital Improvement Plan. The summary table on page 10 outlines the projects, including estimated costs and completion dates.

C. ADDITIONAL NOTES

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and support the City's General Plan.

The City's current Fiscal Year (FY) 2025/26–2029/30 Capital Improvement Plan can be found on the City's website at <https://www.pinoles.gov/engineering-administration/capital-improvement-plan/>.

D. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The City's Development Impact Fee Program has been in effect since September 19, 1984. The current Development Impact Fee was adopted on January 21, 2025, based on the results of the fee study completed at that time. Adjustments to the fees may be made annually in accordance with the Engineering News Record Construction Cost Index-San Francisco Bay Area. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's capital improvements provide infrastructure to the residents and businesses in Pinole in order to keep pace with ongoing development in, and adjacent to the community. Impact fees may also be used to pay the principal, interest and other cost of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such facilities.

E. FUNDING OF INFRASTRUCTURE

The Fiscal Year 2025/26–2029/30 Capital Improvement Plan identifies all funding sources and amounts for individual projects through over the five-year period. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to

new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

F. CURRENT MAJOR CAPITAL IMPROVEMENT PROJECTS (CIP) PROJECTS

Information on current CIP projects that are funded from development impact fees can be found on page 10.

Description of Development Impact Fees

Police Facility Fee – To provide for the expansion, design and construction of police facilities, or to upgrade existing police facilities. To purchase vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Fire Protection Facility Fee – To provide for the expansion, design and construction of fire facilities, or to upgrade existing fire facilities. To purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Public Facility & Equipment Fee – To provide for the expansion, design and construction of municipal or community facilities, or to upgrade existing facilities; to purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Wastewater Facility Fee – To provide for the upgrade and expansion of sewer collection and wastewater treatment capacities at the Water Pollution Control Plant.

Transportation Facility Fee – To provide for traffic improvements that include arterial roadway and intersection improvements to accommodate new development.

Drainage Facility Fee – To provide for the expansion of drainage facilities to accommodate new development.

Parks and Recreation Fee – To provide for the acquisition and development of parks and recreation facilities.

Parkland Dedication Fee – To provide for the acquisition and development of parks as specified in the City's Parkland Dedication Ordinance (PDO) (Municipal Code Sec. 16.28) which requires as a condition of approval for the subdivision of land, the dedication of park land or payment of a fee in-lieu of dedication, pursuant to California Government Code 66477 (the "Quimby Act"). The Quimby Act allows the City to require the dedication of land for park purposes up to the rate of the existing acreage per 1,000 population, which stands at 3.34 acres. The City may collect the full AB1600 park impact fees for park acquisition and development at the issuance of building permits, but may not impose the land dedication requirement at the subdivision stage. The City may collect on either the PDO or the impact fee, but not both.

Current Fee Schedule

Development impact fees are reviewed annually, and adjustments may be made. In January 2025, the City completed a fee study and current fees are based on the results of that study. Pinole Municipal Code (PMC) 3.20.096 (b) allows for an annual adjustment to the amount of the impact fees by a percentage equal to the percentage change in the Engineering News Record Construction Cost Index for San Francisco Bay Area. The fees were updated to the following amounts effective January 21, 2025:

Facility Category	3 Bedrooms	2 Bedrooms	1 Bedroom	Office	Commercial	Food Service	Industrial	Institutional
	<i>Fee per Dwelling Unit</i>			<i>Fee per 1 Square Foot of Building Floor Area</i>				
1 Police	\$1,384.15	\$1,126.17	\$868.19	\$0.67	\$0.38	\$0.38	\$0.54	\$0.18
2 Fire Protection	\$2,499.06	2033.28	\$1,567.51	\$1.21	\$0.69	\$0.69	\$0.97	\$0.32
3 Public Facilities & Equipment	\$4,609.19	3750.13	\$2,891.07	\$2.23	\$1.28	\$1.28	\$1.78	\$0.60
4 Wastewater Capacity	\$9,499.19	5509.53	N/A	\$1.33	\$0.66	\$11.21	\$3.51	\$0.76
5 Transportation	\$581.01	472.72	\$364.43	\$0.67	\$1.41	\$1.41	\$1.21	\$0.96
6 Drainage	\$261.36	149.33	N/A	\$0.10	\$0.10	\$0.10	\$0.19	\$0.23
7 Parks and Recreation	\$10,561.46	8593.02	\$6,624.57	N/A	N/A	N/A	N/A	N/A
8 Subtotal	\$29,395.42	\$21,634.18	\$12,315.77	\$6.21	\$4.52	\$15.07	\$8.20	\$3.05
9 Administration (3%)	\$881.86	649.03	\$369.47	\$0.19	\$0.14	\$0.45	\$0.25	\$0.09
10 Total	\$30,277.28	\$22,283.21	\$12,685.24	\$6.40	\$4.66	\$15.52	\$8.45	\$3.14

DEVELOPMENT IMPACT FEE FINANCIAL REPORT

COMBINED FINANCIAL SUMMARY

***Statement of Revenues, Expenditures and
Changes in Fund Balance
For the Year Ended June 30, 2025***

	Growth Impact (276)	Parkland Dedication (275)
REVENUE		
Fees-Police	\$ -	\$ -
Fees-Fire		
Fees-Transportation		
Fees-Storm Drainage		
Fees-Public Facilities		
Fees-Wastewater		
Fees-Administrative OH		
Fees-Parks & Recreation		
Interest	178,624	
Other Revenue		
Total Revenue	178,624	-
EXPENDITURES		
Police	83,579	
Fire		
Transportation		
Storm Drainage		
Public Facilities		
Wastewater		
Parks & Recreation	136,421	
Total Expenditures	220,000	-
REVENUE OVER (UNDER) EXPENDITURES	(41,376)	-
Fund Balance, Beginning of Year	3,503,560	-
Fund Balance, End of Year	\$ 3,462,185	\$ -

DEVELOPMENT IMPACT FEE FUND - 276

**Statement of Revenues, Expenditures and Changes in
Fund Balance
Last Five Fiscal Years**

	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
REVENUE					
Fees-Police	\$ 3,174.59	\$ 156,954.13	\$ 36,459.36	\$ 1,638.40	\$ -
Fees-Fire	4,056.81	200,571.74	46,591.68	2,093.73	-
Fees-Transportation	1,748.86	53,135.70	16,425.14	591.54	-
Fees-Storm Drainage	3,018.60	12,970.73	3,238.54	1,575.47	-
Fees-Public Facilities	5,474.07	270,656.24	62,871.97	2,825.78	-
Fees-Wastewater	14,617.32	663,553.00	160,461.12	7,048.72	-
Fees-Administrative OH	-	-	-	-	-
Fees-Parks & Recreation	-	1,094,731.73	251,341.56	11,427.65	-
Interest	476.73	(10,747.65)	60,820.49	194,306.42	178,624.41
Other Revenue	-	118,507.15	-	-	-
Total Revenue	32,566.98	2,560,332.77	638,209.86	221,507.71	178,624.41
EXPENDITURES					
Expenditures	-	-	-	57,981.85	220,000.00
Total Expenditures	-	-	-	57,981.85	220,000.00
REVENUE OVER (UNDER) EXPENDITURES	32,566.98	2,560,332.77	638,209.86	163,525.86	(41,375.59)
Fund Balance, Beginning of Year	108,924.77	141,491.75	2,701,824.52	3,340,034.38	3,503,560.24
Fund Balance, End of Year	\$ 141,491.75	\$ 2,701,824.52	\$ 3,340,034.38	\$ 3,503,560.24	\$ 3,462,184.65

PARKLAND DEDICATION FUND - 275

Statement of Revenues, Expenditures and Changes in Fund Balance Last Five Fiscal Years

	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
REVENUE					
Fees-Parks & Recreation	\$ 16,026.78	\$ -	\$ -	\$ -	\$ -
Interest	351.19	(8,594.79)	359.49	-	-
Other Revenue	-	-	22,294.00	-	-
Total Revenue	16,377.97	(8,594.79)	22,653.49	-	-
EXPENDITURES					
Expenditures	-	118,507.15	-	-	-
Total Expenditures	-	118,507.15	-	-	-
REVENUE OVER (UNDER) EXPENDITURES	16,377.97	(127,101.94)	22,653.49	-	-
Fund Balance, Beginning of Year	88,070.48	104,448.45	(22,653.49)	-	-
Fund Balance, End of Year	\$ 104,448.45	\$ (22,653.49)	\$ -	\$ -	\$ -

IMPROVEMENT FUNDED WITH DEVELOPMENT IMPACT FEES

The City expended monies in the Development Impact Fee Fund in the last fiscal year for the following projects:

Project Number	Project Title	Actual Cost
FA2202	Senior Center Modernization	\$ 136,421
FA2301	Public Safety Building Modernization	83,579
	TOTAL	\$ 220,000

DEVELOPMENT IMPACT FEE PROJECT IDENTIFICATION

The Development Impact Fee funded projects listed below conform to the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

The adopted CIP identifies the estimated time for construction of the identified projects. However, the exact date by which constructions will commence will depend on the City having adequate funds to complete each project. Those funds may include the receipt of additional impact fees from new development projects, grant monies, or funds allocated from the City's General Fund.

Ten projects have been identified for funding from impact fees in the FY 2025/26 – FY 2029/30 Capital Improvement Plan adopted by the City Council on June 17, 2025:

Project Number	Project Title	Estimated Project Cost	Estimated Project Completion
FA2502	Upgrade of City Pools	\$ 400,000	6/30/2027
FA2401	Tiny Tots Flooring and Painting	250,000	6/30/2027
FA2301	Public Safety Building Modernization	300,000	6/30/2027
FA2202	Senior Center Modernization	150,000	6/30/2027
FA1703	City Hall Modernization	400,000	6/30/2026
FA1702	Citywide Roof Repairs and Replacement	238,000	6/30/2027
PA2501	Improvements to City Parks	200,000	6/30/2026
PA2401	Fernandez Park Improvements	880,000	6/30/2028
PA1901	Pinole Valley Park Soccer Field Rehabilitation	250,000	6/30/2026
RO2303	Pinole Smart Signals	100,000	6/30/2027
TOTAL		\$ 3,168,000	

All of the current projects including all funding sources and approximate dates of funding can be found in the FY 2025/26 – FY 2029/30 Capital Improvement Plan at <https://www.pinole.gov/engineering-administration/capital-improvement-plan/>.

NOTES TO THE DEVELOPMENT IMPACT FEE REPORT

The Notes address two items required by California Government Code Section 66006 (b). First, Notes #1 and #2 provide information on bonds and notes payable associated with improvements to the City's wastewater system and upgrade to the Water Pollution Control Plant. Second, Note #3 provides information on refunds made, if applicable, due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE # 1 – BONDS

A. 2016 WASTEWATER REVENUE REFUNDING BONDS

On June 30, 2016, the City of Pinole issued an \$8,251,000 Wastewater Revenue Refunding Bond (Bank Qualified) to redeem its 2006 Wastewater Revenue Bonds which were issued to finance certain capital improvements to the City's wastewater system. The bonds bear annual interest at 2.95% which is payable semi-annually on March 1 and September 1 of each year through 2036. Principal payments are due annually beginning on September 1, 2016 through 2036. The bond is secured with pledged net wastewater revenues. As of June 30, 2025, the outstanding debt on the loan is \$5,271,000. Loan payments are due annually based on the payment schedule below:

Year Ending June 30,	2016 Wastewater Revenue	
	Principal	Interest
2026	372,000	150,008
2027	381,000	138,901
2028	395,000	127,455
2029	404,000	115,670
2030	416,000	103,575
2031-2035	2,287,000	322,656
2036-2037	1,016,000	30,238
Total	5,271,000	988,503

NOTE # 2 – NOTES PAYABLE

A. 2016 Clean Water State Revolving Fund

In May 2016, the City entered into a loan agreement with the State of California's State Water Resources Control Board for the purpose of financing its 50% share of the Pinole-Hercules Wastewater Pollution Control Plant Upgrade project to comply with Regional Water Quality Board NPDES permit requirements. The loan accrues interest at a rate of 1.7% annually and is amortized over the life of the agreement through July 2049. Net revenues, defined as all sewer enterprise fund revenues less operations and maintenance costs (excluding depreciation and amortization expenses), is pledged as future debt service. As of June 20, 2025, the outstanding debt on the loan is \$22,032,956. Loan payments are due annually on each August 31 based on the payment schedule below:

Year Ending June 30,	2016 Clean Water State Revolving	
	Principal	Interest
2026	714,624	374,560
2027	726,772	362,412
2028	739,127	350,057
2029	751,693	337,491
2030	764,471	324,713
2031-2035	4,021,772	1,424,147
2036-2040	4,375,445	1,070,475
2041-2045	4,760,220	685,700
2046-2050	5,178,832	267,089
Total	22,032,956	5,196,644

NOTE # 3 – REFUNDS PAYABLE**A. REFUNDS OF DEVELOPER FEES**

When the City no longer needs the funds for the purposes collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB 1600, the City may be required to refund, on a prorated basis, to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds. At this time, all fees being collected pursuant to the Development Fee Program have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing service areas to serve new development. The City has issued no refunds of collected fees during the last fiscal year.



CITY COUNCIL REPORT

9.G.

DATE: DECEMBER 2, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
David Hanham, Planning Manager, 510-724-9842, dhanham@pinole.gov

SUBJECT: INITIATE FORMATION OF THE APPIAN VILLAGE RESIDENTIAL LIGHTING ASSESSMENT DISTRICT AND ORDER PREPARATION OF THE REQUIRED ENGINEER'S REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND SECTION 4 OF ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

RECOMMENDATION

Adopt a Resolution Initiating Formation of the Appian Village Residential Lighting Assessment District and Order Preparation of the Required Engineer's Report pursuant to the Landscaping and Lighting Act of 1972 and Section 4 of Article XIID of the California Constitution

BACKGROUND

The City of Pinole administers a single Lighting & Landscaping Assessment District (LLAD) that includes two distinct commercial zones along Pinole Valley Road. This district funds the ongoing operation, maintenance, and servicing of public improvements within the defined corridor. The LLAD was formed under the Landscaping and Lighting Act of 1972 (Streets & Highways Code §22500 et seq.) and is subject to the procedural and substantive requirements of Proposition 218 (California Constitution, Article XIII D).

Existing LLAD – Pinole Valley Road (Commercial District with Two Zones)

The City's existing LLAD—commonly referred to as the Pinole Valley Road Landscape and Lighting Assessment District—was formed on July 1, 2008. It serves as the City's commercial LLAD and consists of two zones:

- Zone A, located north of Interstate I-80
- Zone B, located south of Interstate I-80

The District spans Pinole Valley Road between Henry Avenue and Ramona Street.

The LLAD funds a comprehensive range of public improvements and associated maintenance activities, including but not limited to:

- Turf, shrubs, plants, and trees
- Landscaping within the public right-of-way
- Street lighting
- Traffic signals
- Irrigation and drainage systems
- Graffiti removal
- Litter abatement
- Sidewalks and hardscape infrastructure
- Landscape lighting
- Masonry walls and associated appurtenances
- Other facilities located within the public right-of-way or dedicated easements

Maintenance activities include the annual costs of materials, equipment, utilities, labor, and all incidental and administrative expenses necessary to operate and maintain these improvements.

Appian Village Lighting and Assessment District

The Appian Village development, consisting of 154 townhome/condominium units in 26 buildings at 2151 Appian Way, was approved by the Planning Commission under Resolution No. 22-01. The project includes Condition of Approval #39, which states:

“INCORPORATION TO LIGHTING AND LANDSCAPING DISTRICT – As a result of this project, the LLD #1 will be modified to include a new zone to provide additional, reasonable, and necessary maintenance. Prior to the recordation of any parcel map, or the issuance of any construction permit, the applicant shall agree to annex the development and all associated parcels therein into amended LLD #1 as directed by the City Engineer.”

The City evaluated whether the Appian Village residential subdivision should be annexed into the existing commercial LLAD. Because the existing LLAD covers commercial zones along Pinole Valley Road—not residential subdivisions—and because Proposition 218 requires proportionality and clear demonstration of special benefit, staff determined that forming a new, stand-alone residential LLAD specific to Appian Village is the most clear and proportional way to implement Condition #39. This approach ensures that:

- Only parcels receiving special benefit from the new public improvements are assessed.
- Costs associated with Appian Village are not placed on commercial parcels elsewhere.
- The assessment methodology remains consistent with Proposition 218.

The new District will fund public lighting and traffic-related improvements and maintenance, as well as other maintenance elements (such as graffiti and debris removal), and administrative costs along road segments of Appian Way and Canyon Drive abutting to the Appian Village project. All landscaping within Appian Village is privately maintained, and maintenance of those areas does not qualify as a special benefit to be funded through an LLAD.

Formation requires preparation of a complete Engineer's Report, including the district boundary, special benefit findings, proportional assessment methodology, and a parcel-level assessment roll.

REVIEW AND ANALYSIS

To comply with the Landscaping and Lighting Act of 1972 and Proposition 218, the first step in forming the Appian Village Residential Lighting Assessment District is adoption of a Resolution of Initiation directing preparation of the Engineer's Report. The Engineer's Report will include:

1. Executive Summary. Overview of the purpose and legal basis for forming the District, and the need to fulfill Condition #39.

2. Introduction & Legal Framework. Description of statutory and constitutional authority, special/general benefit requirements, proportionality standards, and Proposition 218 ballot procedures.

3. District Description. A description of:

- Proposed boundaries (with map)
- Number of residential parcels
- Zoning and density assumptions
- Public improvements constructed as part of the Appian Village, including:
 - New sidewalks along Appian Way and Canyon Drive
 - New streetlights
 - Upgraded traffic signals at Mann/Appian and Canyon/Appian
 - Resurfacing of impacted roadway segments

4. Improvements & Services to Be Maintained. The District will fund:

- Operation and maintenance of public streetlighting
- Maintenance of traffic signals serving Appian Village
- Associated electrical utility costs
- Routine maintenance and minor repairs
- Administrative and reporting costs, including Engineer's Report preparation

5. Method of Apportionment. A detailed explanation of:

- Special benefits conferred to Appian Village parcels
- Basis for assessment (e.g., per dwelling unit)
- Cost-spread methodology
- Escalation formula (e.g., CPI or pavement index)
- Demonstration of proportionality under Article XIII D, Section 4

6. Budget & Cost Estimates. Itemized cost estimates including:

- Annual maintenance
- Utilities
- Capital reserves
- Administrative expenses
- Total annual assessment requirement

7. Assessment Roll. Listing of each APN, proposed annual assessment, and maximum authorized assessment.

8. Engineer's Statement. Statement signed and stamped by a California-licensed Professional Engineer certifying compliance with the 1972 Act and Proposition 218.

9. Appendices. Boundary map, statutory references, definitions, and supporting documentation.

Proposed Schedule

The proposed Proposition 218 schedule during fiscal year 2025-26 to form the Appian Village LAD is as follows:

- December 2, 2025: Council adopts Resolution of Initiation for Appian Village Lighting and Assessment District (LAD)
- December 16, 2025: Council receives the Engineer's Report, and adopts a Resolution declaring intent to form the Appian Village Lighting and Assessment District (LAD) and levy and collect assessments for Fiscal Year 2026/27, and setting January 20, 2026 as the date for the public hearing.
- January 20, 2026: Council conducts a public hearing, declares balloting period closed*, declares results of ballot tabulation, and if property owners are in favor of the Appian Village LAD, Council may adopt Resolution confirming the assessments.
- August 10, 2026: Deadline for staff to submit Appian Village LDA assessments to Contra Costa County for placement on the Fiscal Year 2026/27 property tax roll.

**The Appian Village developer has indicated they are willing to agree, in writing, to a balloting period shorter than the 45 days required under Proposition 218.*

FISCAL IMPACT

Adoption of the Resolution of Initiation has no immediate fiscal impact. The cost for the Engineer's Report is \$10,555. Preparation of the Engineer's Report and formation proceedings will be funded through the District as permissible by law. Once formed, annual assessments will fund ongoing maintenance and operation of the public improvements serving Appian Village, ensuring no General Fund impact for these obligations.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE INITIATING FORMATION OF THE APPIAN VILLAGE RESIDENTIAL LIGHTING ASSESSMENT DISTRICT AND ORDERING PREPARATION OF THE ENGINEER'S REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

WHEREAS, the City of Pinole ("City") administers an existing Lighting and Landscaping Assessment District ("LLAD") along Pinole Valley Road, formed on July 1, 2008, consisting of two commercial zones—Zone A, located north of Interstate 80, and Zone B, located south of Interstate 80—which funds landscaping, street lighting, traffic signals, irrigation, hardscape, graffiti removal, litter abatement, and associated public improvements within the defined commercial corridor; and; and

WHEREAS, maintenance activities within the existing LLAD include all necessary materials, equipment, utilities, labor, and administrative expenses for the annual operation and upkeep of district improvements; and

WHEREAS, the Appian Village residential subdivision was approved by the Pinole Planning Commission under Resolution No. 22-01, which includes Condition of Approval No. 39, requiring that the development be annexed into or otherwise incorporated into a lighting and landscaping district to provide "additional, reasonable, and necessary maintenance" of improvements associated with the project; and

WHEREAS, the City has evaluated the existing LLAD and determined that annexing a new residential subdivision into a commercial district would not result in a clear, proportional, or transparent assessment structure under Proposition 218; and

WHEREAS, to fulfill Condition of Approval No. 39 and to ensure proper proportionality and special-benefit findings, the City desires to initiate formation of a new, stand-alone Appian Village Residential Lighting Assessment District ("District") for the purpose of funding the operation, maintenance, and servicing of public lighting and traffic-related improvements constructed as part of the Appian Village development; and

WHEREAS, all landscaping within the Appian Village development will be privately maintained and will not be included within the scope of the District; and

WHEREAS, the Landscaping and Lighting Act of 1972 (California Streets & Highways Code §22500 et seq.) requires that proceedings to form an assessment district begin with adoption of a resolution describing the district and ordering preparation of an Engineer's Report;; and

WHEREAS, Article XIII D, Section 4 of the California Constitution (Proposition 218) requires that only parcels receiving special benefit from the improvements may be assessed, and further requires preparation of a detailed Engineer's Report, public noticing, and a property owner balloting process; and

WHEREAS, the City Engineer, or a California-licensed assessment engineer retained by the City, shall prepare and file an Engineer's Report identifying the improvements to be maintained, defining special and general benefits, proposing a method of assessment, and providing an assessment roll for all parcels within the proposed District.

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

SECTION 1. Initiation of Proceedings. The City Council hereby initiates proceedings to form the Appian Village Residential Lighting Assessment District pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the California Constitution and pursuant to Condition of Approval #39 in Planning Commission Resolution No. 22-01.

SECTION 2. Description of Improvements. The improvements to be maintained and funded through the District generally include:

- Public streetlights and related electrical systems;
- Traffic signal equipment at affected intersections;
- Associated utilities, routine maintenance, minor repairs, and administrative costs required for the annual operation and upkeep of these public improvements.

SECTION 3. Engineer's Report. The City's designated Assessment Engineer is hereby directed to prepare and file an Engineer's Report in accordance with Article 4 of the Landscaping and Lighting Act of 1972 and Article XIII D, Section 4 of the California Constitution.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 2nd day of December 2025 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 **2nd** day of **December** 2025.

Heather Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.H.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Fiona Epps, Communications Director, 510-724-9830, fepps@pinole.gov
SUBJECT: RECEIVE A REPORT ON THE STATUS OF THE INFORMATION TECHNOLOGY (IT) PLAN FISCAL YEAR (FY) 2021/22 THROUGH FY 2025/26 AND DEVELOPMENT OF THE IT PLAN FY 2026/27 THROUGH FY 2031/32

RECOMMENDATION

Staff recommend that the City Council receive a report on the status of the Information Technology (IT) Plan Fiscal Year (FY) 2021-22 Through FY 2025-26 and Development of the IT Plan FY 2026-27 Through FY 2031-32.

BACKGROUND

The City of Pinole uses information technology (IT), along with human resources, facilities, other equipment, and procedures, to provide services to the community. The City must make efficient and effective use of IT to provide efficient and effective services to the public. To make efficient and effective use of IT, organizations must engage in regular, periodic strategic planning regarding IT.

In February 2020, the City of Pinole adopted a Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the community (safe and resilient, financially stable, vibrant, and beautiful, and high performance) and 22 specific “strategies” (special projects), to be completed over a five-year timeframe, that would help the city achieve the goals. One of the strategies was to develop a comprehensive information technology plan, which this Information Technology (IT) Plan Fiscal Year (FY) 2021/22 Through FY 2025/26 (“IT Plan”) represents (see ATTACHMENT A), adopted in June 2022.

The IT Plan describes how the City currently manages IT; the City’s IT infrastructure; the City’s major software systems; recent technology accomplishments; and prospective IT projects and budgets for a future five-year period.

REVIEW AND ANALYSIS

Since creation of the City’s first comprehensive IT Plan, staff have continued to build on the foundational work completed with Precision IT Consulting. The draft plan documented, for the first time in recent years, the City’s IT environment: including infrastructure, key software systems, governance, and recent accomplishments. The plan established a five-year roadmap for critical technology projects. This shift from year-to-year budgeting to long-range planning has allowed the City to modernize systems more strategically and ensure technology

investments align with organizational needs.

Over the past five years, thirty-three (33) of the fifty-three (53) priority projects identified in the IT Plan have been completed or are actively underway. Some notable examples of completed projects include Police Vehicle Mobile Data Computers (MDC) installation, online permitting and licensing platform implementation, the new website: Pinole.gov, and numerous security enhancements. Through the execution of its IT Plan, the City has strengthened cybersecurity, replaced outdated hardware, improved public safety systems, and advanced network and software upgrades.

As part of this progress, the City has begun transitioning from a fully outsourced service model to a more efficient internal IT department. This transition has already improved daily system support and cross-department coordination. A recent internal evaluation confirmed that to sustain service levels and support the growing number and complexity of City systems, the City must hire an Information Technology (IT) Technician [1]. This position would provide essential frontline support, help reduce reliance on consultants, and improve overall service responsiveness.

In parallel with rebuilding internal staffing capacity, the City is conducting a comprehensive evaluation of software, telecommunications, and professional and technology services to identify additional operational savings and ensure cost-effective service delivery. The results of this evaluation will help shape the next five (5) year IT Plan.

Staff is also working on an Artificial Intelligence (AI) Policy that will be referenced in the IT Plan FY 2026/27 - FY 2031/32. This policy will establish a comprehensive, yet flexible, governance structure for AI systems used by, or on behalf of the City of Pinole.

The development of the IT Plan FY 2026/27 Through FY 2031/32 is being led internally by the IT Manager and Communications Director, targeting the first quarter of FY 2026/27 to present a final draft to Council. The next iteration will leverage the City's strengthened internal IT capacity and direct operational experience in collaboration with its technical partners and stakeholders.

The next IT Plan will build on lessons learned from recent projects and the transition to an in-house service model, while incorporating the findings of the comprehensive software and services evaluation now underway. These insights will help shape priorities, identify long-term cost-saving opportunities, benchmarks, and ensure the next IT Plan continues to support secure, efficient, and effective technology delivery across all departments.

[1] The existing Information Systems (IS) Technician class specification is currently under review to change to the new title: Information Technology (IT) Technician to align with the Information Technology (IT) Division.

FISCAL IMPACT

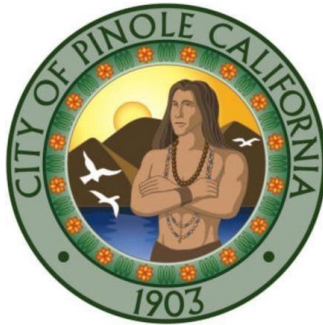
There is no direct fiscal impact from receiving this report.

ATTACHMENTS

A. IT Plan 2021-2026

CITY OF PINOLE

INFORMATION TECHNOLOGY (IT) PLAN



FISCAL YEAR (FY) 2021-22
THROUGH FY 2025-26

JUNE 2022

Table of Contents

Introduction	3
IT Management	4
IT Planning and Budgeting Process	6
IT Infrastructure	7
City Data Network	7
Servers and Workstations	8
IT Backup Systems	9
Software Applications	10
Electronic Devices Managed By City Departments	14
Recent Technology Accomplishments	16
Proposed Major IT Projects and Annual Budget FY 2021-22 Through FY 2025-26	17
Fiscal Year 2021-22 Projects and Budget	17
Potential Projects	17
Fiscal Year 2022-23 Budget and Projects	20
Potential Projects	20
Fiscal Year 2023-24 Budget and Projects	24
Potential Projects	24
Fiscal Year 2024-25 Budget and Projects	26
Potential Projects	26
Fiscal Year 2025-26 Budget and Projects	28
Potential Projects	28
Benchmarks	29

Introduction

The term "information technology" (IT) refers to computers, software, and networks used to acquire, process, store, and distribute data. The City of Pinole uses information technology, along with human resources, facilities, other equipment, and procedures, to provide services to the community.

The City must make efficient and effective use of IT to provide efficient and effective services to the public. Key tenets of the City's IT function are efficiency, reliability, and usability. To make efficient and effective use of IT, organizations must engage in regular, periodic strategic planning regarding IT.

In February 2020, the City of Pinole adopted a Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the community (safe and resilient, financially stable, vibrant and beautiful, and high performance) and 22 specific "strategies" (special projects), to be completed over a five-year timeframe, that would help the city achieve the goals. One of the strategies was to develop a comprehensive information technology plan, which this Information Technology (IT) Plan Fiscal Year (FY) 2021-22 Through FY 2025-26 ("IT Plan") represents.

The IT Plan describes how the City currently manages IT; the City's IT infrastructure; the City's major software systems; recent technology accomplishments; and potential IT projects and budgets for a five-year period.

The City intends to update the IT Plan on a biennial basis, in advance of the budget adoption process.

IT Management

Responsibility for IT at the City is shared between the Information Technology (IT) Division (“IT Division”) of the City Manager department and the other City departments.

The IT Division is responsible for the following:

- Performing long-term planning for IT, including the creation of the IT Plan;
- Identifying the City organization’s overarching IT needs and determining the appropriate service model and budget for addressing those needs;
- Providing certain overarching IT services to all City departments;
- Assisting departments in selecting and implementing department-specific hardware and software; and
- Helping research and guide City departments and staff towards products and services that are necessary and that will improve efficiency, reliability, and accessibility.

City departments are responsible for participating, with the IT Division, in long-term planning and collaborating with the IT Division in selecting and implementing department-specific hardware and software. In most cases, City departments are responsible for administering department-specific hardware and software.

The IT Division has hired a private firm, Precision IT Consulting, Inc (“Precision”), referred to as a managed service provider (MSP), to assist with long-term planning; assist departments with department-specific hardware and software; and provide foundational network, application, infrastructure, and security administration. Precision has served in this capacity since 2017.

The foundational network, application, infrastructure, and security administration services that Precision provides to all City departments include:

- Procuring and maintaining basic computing devices (desktop computers, laptops, and tablets);
- Procuring and maintaining basic printers, mobile phones, and desk phones;
- Procuring and maintaining the City’s computer networking and storage hardware and software, including internet connectivity; and
- Procuring, maintaining, and administering enterprise software that all City departments use, such as for email, office functions, file sharing, and data security.

To carry out its functions, Precision provides one full-time Systems Administrator at City Hall that oversees the daily operation of the City's systems and provides end-user support. The Systems Administrator is also supported by one vCIO (Virtual Chief Information Officer) and a team of remote engineers and technicians.

Note that under the City's current arrangement, the IT Division and Precision are not responsible for procuring, maintaining, and/or administering all City electronic devices. City departments, rather than the IT Division and Precision, are responsible for some electronic devices that are department-specific and/or do not contain computers, such as audio/visual equipment; two-way radios; specialized printers; electronic building security and surveillance systems; GPS tracking systems for City vehicles; climate controls; body-worn cameras; fingerprint sensors; radar guns; and automated license plate readers, for example. A more complete list of electronic devices that individual departments are responsible for is provided in a subsequent chapter.

IT Planning and Budgeting Process

The City has historically gone through an annual process, as part of the budget process, of identifying, scheduling, and funding IT projects. The creation of the IT Plan expands the former annual process to cover a five-year timeframe.

The planning process begins with Precision conducting a "Technical Alignment Review," which is a detailed assessment of all major citywide IT systems that results in recommendations on projects to improve the City's IT infrastructure. This review includes computers, servers, network equipment, citywide software, department-specific software, various internet and County connections, internet usage, and phone systems. In addition, each department is asked about its department-specific IT needs.

Once the citywide and department-specific IT needs have been identified, the IT Division and Precision work with other appropriate City staff to determine the priority and timeline of these upgrades and projects. The proposed priority and timeline of the projects are reflected in the IT Plan and proposed annual budget.

All City departments contribute funds toward the foundational IT services that the IT Division provides. This is accounted for through an internal service fund. In addition, City departments pay for the cost of department-specific IT services and projects. The IT Division works with the departments to determine if items should be in a department budget versus the centralized IT budget.

IT Infrastructure

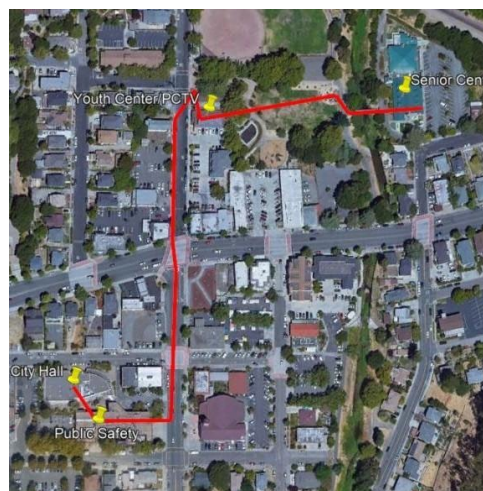
The City's IT infrastructure includes the data network and computers, as described below.

City Data Network

City departments must be able to transmit and share data across various City facilities and via the internet to provide services. The city has communication links that connect six City facilities: City Hall, Public Safety Building, Corporation Yard ("Corp Yard")/Water Pollution Control Plant (WPCP), Youth Center/Pinole Cable TV (PCTV), Senior Center, and Station 74. These locations, and the data and software housed at each, are connected to one another through either City-owned underground fiber optic cable, City-leased dedicated T1 lines (similar to telephone lines, with greater transmission capability), or commercial internet service connections. Different network technologies are used based on the requirements of the location and costs.

City-Owned Fiber Optic Network

The City of Pinole owns underground fiber optic infrastructure that connects different City buildings in the downtown area. City Hall, which acts as the hub, is connected via fiber to the Public Safety Building, Youth Center/PCTV, and the Senior Center. Through this network, illustrated in the picture to the right, these facilities can share data housed at any of the facilities and access the internet.



City Hall serves as the City's access point to the internet (AT&T Managed Internet Service (MIS), 100 Mbps). The Public Safety Building is connected to City Hall via fiber that was replaced in 2019 that runs at a speed of 1 Gbps. The Youth Center/PCTV and the Senior Center are connected to City Hall via fiber that was installed in the late 1990s and runs at a speed of 100 Mbps. It is through this network that PCTV can livestream its broadcast through the City's website. The Police Department also has surveillance cameras at Fernandez Park that are connected to the downtown area fiber network described above. The City also owns underground fiber optic cable installed along Fitzgerald Blvd. that supports a network of surveillance cameras used by the Police Department. This fiber network connects back to the Public Safety building. The

Fitzgerald Blvd. fiber infrastructure is maintained by the Police Department and a private contractor.

Other Communication Connections

Fire Station 74 is connected to City Hall via a dedicated, point-to-point T1 line that the City leases from AT&T. The Public Safety Building has a dedicated phone line connection between the Fire Department and the Contra Costa County Fire Protection District (CCCYPD, “Confire”) for dispatch coordination.

The PCTV studio, located at the Youth Center, has a dedicated Comcast fiber optic cable connection that runs from the studio to the Comcast “headend” (a control center where various signals are brought together), through which PCTV content is transmitted from the studio to the City’s franchise cable television company, Comcast, so that Comcast can broadcast the content on Public, Educational, and Governmental Access (PEG) channels (channels 26 and 28). Similarly, AT&T, the City’s other franchise cable television company, has placed four T1 lines that run from the studio to AT&T’s headend to transport the station’s broadcasts to AT&T. An AT&T cable viewer must then tune into channel 99 and scroll through the listings to Pinole Community Televisions 26 and 28.

The Corp Yard/WPCP is connected to City Hall via a 10 Mbps Sonic digital service line (DSL) connection with a site-to-site virtual private network (VPN) tunnel.

Servers and Workstations

The City has four physical servers, one in City Hall and three at the Public Safety Building. The server at City Hall hosts all City software except for programs used exclusively by the Police and Fire departments. The City Hall server hosts 8 virtual servers, using a product called VMWare vSphere, and runs the software used by all City staff as well as the specialized software used by non-public safety departments. The Police Department has two physical servers and the Fire Department has one physical server that host applications and files for their respective employees.

Approximately 100 end-user desktop computers are used across all City locations. Most department managers are also issued laptop computers for off-site work. The City recently undertook an upgrade project that replaced all workstations with new Dell desktop computers running Windows 10.

IT Backup Systems

Redundancy - The four physical servers have many redundant features. All servers have redundant hard drives, network cards, and power supplies, and are all plugged into battery backup systems that can provide an hour of uptime.

Network Switches – Although the switches are not redundant and cannot failover automatically, there are enough free ports in other switches that if one failed, all connections could be moved from the failed switch to a working switch.

Data Backup – The servers at City Hall and the Public Safety Building are fully backed up multiple times each day on dedicated backup devices. City Hall has its own dedicated backup device. The Police and Fire Department servers are all backed up on another device. Each of the backup devices are backed up to the cloud. If a physical server fails, the backup devices can function as a server. If a physical server and its backup device both fail, files can be accessed from the cloud.

Network Room Power – The Public Safety Building servers and network equipment are plugged into UPS (uninterruptible power supply) battery backup units. The Public Safety Building also has a generator to keep power up and running in the event of a power outage.

The City Hall server and network equipment are also plugged into UPS battery backup units. City Hall does not have a generator to keep power up and running during a power outage. If there was a sustained power outage, users would still be able to access email outside of City Hall as all email is in the cloud, but server resources and applications in City Hall would be down until the power came back on. If the power outage continued, the City could “failover” to the cloud.

Software Applications

City departments rely on numerous software applications to provide services. Below is a table that shows all essential applications and data service subscriptions used by City staff.

Application Name	Application Use
Citywide (IT Division)	
Adobe	Document creation and management software
Cisco Meraki	WiFi system for City Hall and Public Safety Building
DocuSign	Electronic signature management
Microsoft 365	Email, document sharing, instant messaging, meetings, word processing, spreadsheet, database, presentation software
Microsoft Hyper-V	Server Virtualization
Next Generation Anti-Virus Software	Advanced Anti-Virus/Malware/Ransomware with Endpoint Detection and Response (EDR). Endpoint detection and response (EDR) is a system to gather and analyze security threat-related information from computer workstations and other endpoints, with the goal of finding security breaches as they happen and facilitating a quick response to discovered or potential threats.
VMWare vSphere	Server Virtualization
Zoom	Virtual meetings
City Clerk	
GovQA	Public records management
Granicus	Public meeting streaming
Laserfiche	Electronic document management
SIRE FileCenter	Electronic document management
Versatile Express	File indexing software
City Manager	
CivicLive	City website content management
Facebook	Social media communication
Nextdoor	Social media communication
SurveyMonkey	Online survey tool
Community Development	
ArcGIS (Desktop/Online)	Mapping and analysis software
Bluebeam Revu	Digital blueprint/plan review software
Central Square TRAKiT <i>[Current]</i>	Building, Planning, Code Enforcement, Public Works and Finance permit tracking and issuance

Central Square Community Development Suite (Mobiles, GIS, Licensing, Code Enforcement, Permitting, Citizen Portal) <i>[Planned, shared with Public Works and Finance]</i>	
GreenHalo <i>[Planned]</i>	Construction waste diversion reporting
RealQuest	Property ownership information
RSMeans Data	Construction estimating cost data
SolarApp+ <i>[Planned]</i>	Automated residential solar permitting
Stripe	Online payment collection platform
Yiftee	Economic development tool
Community Services	
Adobe Creative Suite	Editing software for PCTV
Allan and Heath	Audio mixing software for Council Meetings
Apple Final Cut Pro	Video editing software
Audacity	Audio editor and recorder
AV Snap	Audio/visual system design software
Compix Broadcast Graphics	Characters and graphics software for video streaming
Leightronix Winlgx	Broadcasting systems for long format video recording and playback on PCTV
Leightronix Total Import	File management software
RecDesk	Program management and reservation scheduling for Recreation
Scala	Scroll or bulletin board messaging systems for PCTV on air use
Zoner Photo Studio 16	Photograph editing, tagging, and organizing software
VLC Media Player	Cross-platform multimedia player and framework
Finance	
Balancing Act	Interactive survey platform
GovInvest	Labor costing
MuniCast	Financial forecasting
Tyler Technologies ERP Pro	Cloud-based financial software
Fire	
California Environmental Reporting System (CERS)	
Cordico	Employee wellness
Knox MedVault	Digital coded access to vaults for controlled substances
Operative IQ	Controlled substances tracking

Physio Control	For LIFEPAK-15 cardiac defibrillator monitors
Tablet Command	Dispatch and incident management program installed on iPad tablet MDCs in all apparatus and command vehicles
TRAKiT (fire inspection module)	Fire inspection software
Vector Solutions – Target Solutions and Vector Scheduling	Training, scheduling, and personnel accountability
Zoll e-PCR	Patient care reports program
Zoll Fire RMS	Fire Department records management system
Zonehaven	Evacuation software
Human Resources	
LinkedIn	Human resources social media
NeoGov	A web-based recruitment tool used by Human Resources for their recruitment process.
Tyler Technologies Human Resources Management Pro	Personnel management
Police	
3SI	GPS tracker application
APBNet	Law enforcement alert and information sharing system
Automated Regional Information Exchange System (ARIES)	Criminal justice and law enforcement information sharing platform for criminal case scheduling
Axon/Evidence.com	Body-worn cameras network docks, Taser network docks, vehicle cradle points
California Law Enforcement Telecommunications System (CLETS)	Data sharing and messaging network among State and national law enforcement agencies
Cordico	Employee wellness application
Crossroads	Electronic citation system, including WiFi network for uploading data
FileonQ	Police Department evidence management
ManageEngine MDM	Mobile Device Management software for Police Department mobile phones
Milestone XProtect	Video Management software for citywide surveillance cameras (Public Safety Building, Fernandez Park, Senior Center, Fitzgerald Drive, Skate Park)
ShotSpotter	Gunshot detection through San Pablo
Stancil	911 Call Recording
Sun Ridge RIMS	Computer Aided Dispatch and Records Management System
Tyler Technologies Enterprise Public Safety Software	Legacy Computer Aided Dispatch and Records System

Vigilant Solutions	ALPR (Automatic License Plate Recognition)
Public Works	
ArcGIS (Desktop/Online)	Mapping and analysis solution to make maps, analyze data, share, and collaborate
Aveva Citect SCADA	Industrial process management for Water Pollution Control Plant
Beehive	Asset management, maintenance management, fleet management
CAD	3D rendering and design
CivicPlus SeeClickFix (<i>Planned for FY 2021/22</i>)	Non-emergency resident request management
eNPDES	Water quality compliance monitoring and reporting to State and federal agencies
Microsoft Project	Project development and management
Public Purchase	Procurement platform
Streetsaver	Pavement management system, provided to the City by the Metropolitan Transportation Commission (MTC), which provides analysis tools, including Budget Needs, Budget Scenarios, Target Driven Scenarios, and Project Selection for City Roads.
Versatile	Physical document tracking

Electronic Devices Managed By City Departments

As noted above, under the City's current IT service delivery model, the IT Division and Precision are not responsible for procuring, maintaining, and/or administering all City electronic devices. Below is a list of City electronic devices that are procured and maintained by individual departments.

Citywide (IT Division)

- Multi-functional devices (copiers)

Community Development

- Large format printer (plotter)

Community Services (PCTV)

- Amplifiers and microphones
- Apple computers
- Assistive listening systems
- Audio mixing boards
- Backup projector
- Drone
- DVD recorders
- Encoder
- Field video cameras
- Intercom systems
- Microwave AV transport systems
- Replay systems
- Signal converters
- Signal distribution systems both audio and video
- Specialized monitors and recorders
- Studio lighting control
- Studio lights
- Wireless microphones

Fire

- Base station radios
- Fire Station Alerting System
- LIFEPAK-15 cardiac defibrillator monitors
- Mobile Digital Computers (MDCs) – iPad tablets in all apparatus and command vehicles
- Two-way portable radios
- Vehicular mobile radios

Human Resources

- Identification card printer

Police

- Automated license plate readers
- Body-worn cameras
- Fingerprint sensors
- Radar guns
- ThinBlueOnline training simulator
- Two-way portable radios
- Veriton

Public Works

- Electronic building security equipment
- Facility climate controls
- Global positioning system (GPS) tracking systems for City vehicles
- Traffic control devices

Recent Technology Accomplishments

The City has implemented several IT improvements over the past few years. Below is a list of some recent accomplishments.

Project	Description
Office 365 Migration	Migration from on-premises Exchange 2003 to Cloud-based Office 365 to increase accessibility and reliability of electronic communication.
Workstation Replacement	Replaced approximately 75 end-user workstations with new Windows 10 machines from Dell. Old machines were 5+ years old and out of warranty.
Network Switch Replacement	Upgraded the switches in the Public Safety building and City Hall from 100Mbps "Fast Ethernet" switches to 1Gbps switches with 10Gb uplinks. Gives us the ability to move to a full 10Gb network backbone in the future.
Data Center Power Upgrade	Replaced Uninterruptible Power Supplies (UPS) for all critical network infrastructure and servers.
City Hall Firewall Replacement	A firewall is a security device used to stop or mitigate unauthorized access to private networks that are connected to the internet. Upgrade the firewall in City Hall to a more secure solution.
Business Continuity and Disaster Recovery	Migrated from legacy LTO Tape backups to an automated off-site backup and disaster recovery solution. Dramatically increased backup reliability and information assurance. Decreased the time needed to recover from possible hardware failure and disaster scenarios.
Public Safety Building Fiber Replacement	Replaced the fiber link between City Hall and the Public Safety building. Increased available network bandwidth between sites.
Corp Yard Network Upgrade	Replaced the leased T1 line with 10Mbps Sonic internet. Improves network speed until the city can install a Fiber connection. Fiber was installed under the railroad tracks separating the Corp Yard/WPCP from the downtown area but was not continued to City Hall.

Proposed Major IT Projects and Annual Budget FY 2021-22 Through FY 2025-26

One of the most significant components of the IT Plan is the identification of potential IT projects and budgets for the five-year planning period. Below find a list of the major IT projects proposed over the next five years as well as the planning-level estimated City IT budget for those years.

Fiscal Year 2021-22 Projects and Budget

Expenditure	Amount
Professional Services	\$210,000
Network Maintenance	\$79,757
Software Maintenance	\$189,899
Equipment Maintenance and Leases	\$49,700
Software Purchases and Subscriptions	\$61,230
Communications - Voice Service	\$174,786
Computer Equipment	\$76,500
Measure S-2014 (Direct Charge)	\$42,600
Projects (Details below)	\$391,000
Total	\$1,275,472

Potential Projects

Project	Department	Cost	Description
Implement Two-Factor Authentication	All	\$4,000	Implementing two-factor authentication (2FA) on City employee Office 365 email accounts and services will add an additional layer of protection that can help prevent unauthorized access to staff's email and files. Completing 2FA will simply be an additional step taken by employees when accessing Office 365 through their internet browsers, programs, or mobile applications.
Police Mobile	Police	\$92,000	Fleet-wide replacement of the Police Department

Digital Computers (MDCs)			in-car MDCs. The current Getac units are well over 5 years old and have been suffering hardware failures for the past year. The replacement of the existing units will increase reliability and stability. The Police Department is implementing a replacement dispatch and records system. Replacing the MDCs would line up with the new system being implemented.
Phone System Replacement	All	\$65,000	The existing AT&T CENTREX phone system lacks modern functionality, hinders efficient workflow, limits off-site usability, and is becoming more and more unreliable and expensive. One of the primary goals will be to replace the existing system with a yet to be determined voice over internet protocol (VOIP) solution that will increase reliability, functionality, and ease of use.
Fiber Data Network Evaluation	Community Services	\$10,000	The City-owned underground fiber connection that supplies the Youth Center/PCTV and Senior Center with network/internet access was initially installed in the late 1990s and has suffered multiple instances where it has been dug up by construction crews. With a generally acceptable lifespan of 20-25 years, the underground fiber needs to be evaluated for its current condition and future replacement. A fiber conduit was installed under the railroad tracks separating the Corp Yard/WPCP from the downtown area. The condition of that conduit needs to be inspected so it can be used for a future expansion of the fiber system from City Hall. Installing a City-owned fiber connection to the Corp Yard would negate the need for the existing expensive private internet connection service.
Upgrade to New Version of Geographic Information System (GIS) Software	Multiple	\$10,000	Re-establish GIS software.
Upgrade to New Version of TRAKiT	Multiple	\$200,000	Upgrade to current version of TRAKiT (eTRAKiT) community development and business license software.
Upgrade MedVaults to	Fire	\$2,500	Upgrade management software for Fire Department's narcotics vaults (at Fire Station and

KnoxConnect 2.5 Cloud System			on vehicles).
Implement Operative IQ (or obtain PSTrax in Lieu of Operative IQ)	Fire	\$2,500	Upgrade software for narcotics tracking and reporting to County Emergency Medical Services.
Expand Use of Target Solutions (Vector Solutions and Vector Scheduling)	Fire	\$5,000	Implement new scheduling software that integrates with payroll.

Fiscal Year 2022-23 Budget and Projects

Expenditure	Amount
Professional Services*	\$396,550
Network Maintenance	\$82,149
Software Maintenance	\$195,595
Equipment Maintenance and Leases	\$51,191
Software Purchases and Subscriptions	\$63,066
Communications - Voice Service	\$182,748
Computer Equipment	\$28,000
Measure S-2014 (Direct Charge)	\$43,878
Projects (Details below)	\$253,592
Total	\$1,296,769

*Note that the professional services budget amount includes two full-time staff from Precision onsite at City Hall beginning in FY 2022-23.

Potential Projects

Project	Department	Cost	Description
Document Storage	Clerk's Office and Other Departments	TBD	Digitize City paper records. The Clerk's Office is already using LaserFiche. Other City departments will also begin digitizing their paper records.
Citywide Employee ID/Access Card System	Public Works and Human Resources	TBD	Implement cardkey access systems for all City facilities.
Replace Youth/Senior Center Fiber Run and Install Fiber Run to Corp Yard/WPCP	Community Services	\$50,000	It is recommended that the city replace fiber runs that were evaluated in the previous year. Replacing the fiber run to the Youth Center/PCTV and Senior Center will ensure the network's stability and availability, and installing a fiber run to the Corp Yard/WPCP will negate the need for the current expensive internet service (\$500/month) and increase internet speeds at that location.

Replace Youth Center Building Alarm and Call Box System (Access Control)	Community Services	TBD	An access control system is a type of security system that manages and controls who or what is allowed entrance to a facility. Replace the outdated alarm and call box system at the Youth Center. A new system will ensure that the building is secure and report any emergencies. The callbox will allow staff to communicate with the public and allow them to enter the building through the buzzer system.
Replace Senior Center Building Alarm System	Community Services	TBD	Replace the outdated alarm system at the Senior Center. The system has been out of service for many years. A new system will ensure that the building is secure and report any emergencies.
Public Safety Network Re-Addressing	Police	\$6,000	Re-address the Public Safety network per guidance from the Contra Costa County Department of Information Technology (DoIT). The current Public Safety All County Criminal Justice Information Network (ACJIN) network uses a county-assigned network address space that was planned in the late 1990s. This project will not require any hardware purchases.
Mobile Device Management (MDM)	All	\$2,500	MDM provides a single interface for inventory, tracking, and management of City mobile devices (mobile phones and tablets). The City currently has an MDM solution for Police. This existing solution should be deployed to all City phones/tablets.
City Website Update	City Manager	\$40,000	For FY 2022-23, it is recommended that the city update its website, to improve the architecture, user experience, tools, and accessibility. This is a recommendation of the Communication and Engagement Plan. A significant component of the project will be ensuring the accessibility of the site, including adding closed captioning to appropriate videos.
Expand Zoll Fire Records Management System (RMS)	Fire	TBD	Expand the functionality of the Fire Department's records management system.

Station 74 Re-Opening Electronics	Fire	\$15,000	Refresh non-IT electronics at Station 74 if the City agrees to a partnership with Confire to reopen the station.
Online Payment Platform for Finance	All	\$5,000	Implement software to enable online payment of various City fees and charges.
Install Updated Computers, AV, and Communication Devices in Room Serving as the Emergency Operations Center (EOC)	All	\$50,000	Refresh EOC IT and electronic systems.
Emergency Power to City Hall	City Hall	TBD	Implement emergency power supply to City Hall.
Implement Remote Desktop Server for ArcGIS	Public Works	\$5,000	Addition of a remote desktop server for use with ArcGIS and the addition of three more ArcGIS licenses.
Agenda Management Software	City Clerk	\$8,000	Implement agenda packet management software for public meetings.
LiveScan Machine Replacement	Public Safety	\$6,000	Replace the LiveScan machine.
New Body-Worn Cameras	Public Safety	Annual: \$40,392 \$201,963 (over 5 years)	Body-worn Axon Cameras and docking stations. all equipment planned to be replaced by end of '22
Senior Center Check-In Station	Community Services	\$2,500	Install a self-serve check-in station (kiosk) for the public to use for program check in and online registration.
Plan Review Desk	Community Development	\$3,200	A dedicated desk for construction plan reviews including a 36" or larger monitor.
"Front Counter" Online Application	Community Development	\$5,000	A new printer and two computers to serve as kiosks for submitting online applications.

Submittal Kiosks			
Conference Room Update	Community Development	\$10,000	New screen, computer, and telecommunications hardware to facilitate remote conferences and meetings in the “fishbowl” conference room
Desktop Scanners	Human Resources	\$2,500	New scanners to be used with the new online document management system.
Desktop Scanners	Community Development	\$2,500	Five desktop scanners.
PC Refresh	All	\$28,000	Estimated 14 computers will be up for replacement in FY 22-23. The City should continue the process of deploying approximately 20 per year so all PCs are replaced approximately every 5 years. This provides consistent budgeting and avoids a much larger project of replacing all PC’s every 5 years.

Fiscal Year 2023-24 Budget and Projects

Expenditure	Amount
Professional Services	\$408,446
Network Maintenance	\$84,614
Software Maintenance	\$201,463
Equipment Maintenance and Leases	\$52,726
Software Purchases and Subscriptions	\$64,958
Communications - Voice Service	\$188,231
Computer Equipment	\$54,000
Measure S-214 (Direct Charge)	\$45,194
Projects (Details below)	\$81,000
Total	\$1,180,632

Potential Projects

Project	Department	Cost	Description
Replace Public Safety Building Access Points	Police and Fire	\$6,000	Update the Public Safety Building's access points for better WiFi connectivity.
Public Safety Building Rewiring	Police and Fire	TBD	Rewire the Public Safety Building for computers and other network devices.
City Hall Rewiring	City Hall	TBD	City Hall's data cabling was installed shortly after City Hall was built in 1997. Some of the structured data cabling has stopped working due to age and is the older CAT5 specification. City Hall's data cabling should be replaced to ensure future reliability and to provide increased network speed with the newer CAT6 standard.
Upgrade all Fire Radios	Fire	\$25,000	Current inventory of mobile and two-way portable radios is becoming obsolete and will be without support.
Continue to	Fire	TBD	Improve fire station alerting systems.

Improve Station Alerting System (Timers, Information Displays etc.)			
Establish an Open Data Portal	Citywide	TBD	Establish a City webpage that will serve as a library and access point of key City data.
New Equipment and Software for PCTV	Community Services	\$50,000	Expand network storage, on-air systems automation, live closed captioning, and computer graphics workstations and software
Implement NeoGov Onboarding Module	Human Resources	TBD	Implement a web-based recruitment tool.
Tyler ESS - Expansion	Human Resources	TBD	Expand the functions of Tyler for use of the employee self-service features.
PC Refresh	All	\$54,000	Estimated 27 computers will be up for replacement in FY 23-24.

Fiscal Year 2024-25 Budget and Projects

Expenditure	Amount
Professional Services	\$420,699
Network Maintenance	\$87,152
Software Maintenance	\$207,507
Equipment Maintenance and Leases	\$54,308
Software Purchases and Subscriptions	\$66,907
Communications - Voice Service	\$193,878
Computer Equipment	\$102,000
Measure S-214 (Direct Charge)	\$46,550
Projects (Details below)	\$43,900
Total	\$1,222,901

Potential Projects

Project	Department	Cost	Description
Replace City Hall Server	All	\$28,500	The existing City Hall server that functions as the VMWare host will be 6 years old in October 2024. This age is typically the end of life for a physical server.
City Hall Server Room UPS Refresh	All	\$7,400	The 7 UPSs in the City Hall server room will be 6 years old in October 2024. These units provide battery backup power for the critical servers and networking equipment in City Hall and should be replaced at this time.
Replace City Hall Firewall	All	\$8,000	The current Sophos XG 310 firewall protects the entire City network from outside attacks and controls internet traffic. It is reaching the end of its useful life and should be replaced with the newest model. This will futureproof the City for 5 years as new larger/faster internet connections become available.
PC Refresh	All	\$102,000	Estimated 51 computers will be up for replacement in FY 24-25. It is recommended

			that these PCs be replaced after 5 years as reliability and speed decreases. The City should continue the process of deploying approximately 20 per year so all PCs are replaced approximately every 5 years. This provides consistent budgeting and avoids a much larger project of replacing all PC's every 5 years.
--	--	--	--

Fiscal Year 2025-26 Budget and Projects

Expenditure	Amount
Professional Services	\$433,320
Network Maintenance	\$89,767
Software Maintenance	\$213,733
Equipment Maintenance and Leases	\$55,937
Software Purchases and Subscriptions	\$68,914
Communications - Voice Service	\$199,694
Computer Equipment	\$28,000
Measure S-214 (Direct Charge)	\$47,946
Projects (Details below)	\$34,000
Total	\$1,171,311

Potential Projects

Project	Department	Cost	Description
Replace Police Department Server	Police	\$17,000	The existing server at the Police Department was purchased in January 2021 and will be 5 years old in January 2026. This age is typically the end of life for a physical server.
Replace Fire Department Server	Fire	\$17,000	The existing server at the Fire Department was purchased in March 2020 and will be 6 years old in March 2026. Replacement is recommended for similar reasons as stated above.
PC Refresh	All	\$28,000	Estimated 14 Computers will be up for replacement in FY 25-26.

Benchmarks

The City will track data on the following workload and productivity measures (“benchmarks”) to monitor the performance of the City’s IT systems.

Measure	Current Data
Number of Active End Users Supported	137
Average Time for Initial Response from Precision for Help Desk Requests (Most Recent Month)	9.46 Minutes
Precision Help Desk Tickets Opened / Closed (Most Recent Month)	121/133 Respectively
Precision Priority 1 Tickets Resolution 24hrs	Goal = 100% Actual = 100%
Backup Success Rate (Calendar Year to Date)	99.25% Backup Success Rate
Patch Compliance (Calendar Year to Date)	98% of Important patches have successfully been applied.
Cyber Security (Most Recent Month)	41,198 Total threats blocked; 909 Websites blocked and warned



CITY COUNCIL REPORT

9.I.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE CITY OF PINOLE AND
DIABLO ROOFING, INC. – PUBLIC SAFETY BUILDING ROOF
REPLACEMENT UNDER PROJECT # FA1702

RECOMMENDATION

Review and approval of the attached Resolution authorizing execution of the attached Construction Services Agreement between the City of Pinole and Diablo Roofing, Inc. for replacement of the Public Safety Building roof under the approved Capital Improvement Plan (CIP) Project # FA1702 (Citywide Roof Repairs).

BACKGROUND

The Public Works team, with the assistance of the maintenance contractor, City Mechanical, recently replaced two failed compressors of the HVAC system of the Public Safety Building as an urgent project for a total cost of \$47,860.00 funded by Growth Impact fund (Fund 276). With the recent rainstorm, it was realized that the Building roof also must be replaced as soon as possible. The roof is severely damaged, and our Public Works team had to seal some areas to avoid internal leaks including to the file server room.

Consequently, staff proceeded with the initiation of a Request for Bids (RFB) for the roof replacement. Given the extent of damage, the full roof must be replaced. Other elements contained in the scope include the installation of roof drains and overflow, maintenance walkway and service hatch, and parapet guard rails (for OSHA compliance).

REVIEW AND ANALYSIS

In response to the RFB, eight bids were received that range in costs from \$453,200.00 to \$965,888.00. A thorough review of the bids was carried out based on multiple factors including:

- Compliance with the RFB
- The Contractor's Qualifications
- Meeting all work scope tasks
- Cost Proposal
- Any Potential for Conflict of Interest or prior violations

Based on the detailed review of bids received, the second lowest bid submitted by Diablo

Roofing, Inc., in the amount of \$518,528.00 was selected. The attached Construction Services Agreement was prepared for the City Council consideration and approval. It should be noted that the selected contractor submitted necessary documents including liability insurance and bond to be attached to the Agreement prior to its execution/signing. Once executed/signed, the Agreement requires that the Notice to Proceed (NOP) be issued within 5 workdays, and for all work to be completed within 90 workdays of the NOP.

FISCAL IMPACT

Replacement of the Public Safety Building roof is planned under the Capital Improvement Plan (CIP) Project # FA1702 (Citywide Roof Repairs). The construction services proposed by Diablo Roofing, Inc. amount to \$518,528.00. If approved by the City Council, construction costs will be funded by Growth Impact funds (Fund 276).

ATTACHMENTS

- A. Resolution
- B. Diablo Roofing Inc Construction Services Agreement

RESOLUTION NO. 2025 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AWARDED A CONSTRUCTION SERVICES AGREEMENT FOR ROOF REPLACEMENT OF THE PUBLIC SAFETY BUILDING UNDER PTROJECT # FA1702 TO DIABLO ROOFING, INC., IN AN AMOUNT NOT TO EXCEED \$518,528.00

WHEREAS, the City of Pinole (“City”) adopted the FY 2025/26 through FY 2029/30 Capital Improvement Plan (CIP) on June 17, 2025, which includes the Citywide Roof Repairs Project (CIP Project # FA1702, the “Project”) as a funded project; and

WHEREAS, the CIP Project # FA1702 aims to address necessary repairs and replacement of damaged roofs of City facilities including the Public Safety Building, City Hall, and the Water Pollution Control Plant; and

WHEREAS, this Project will replace the severely damaged roof of the Public Safety Building and other work scope elements including the installation of roof drains and overflow, maintenance walkway and service hatch, and parapet guard rails (for OSHA compliance); and

WHEREAS, City staff released a Request for Bids (RFB) on www.publicpurchase.com and www.ci.pinoles.ca.us/bids with due date for bids submittal on August 28, 2025; and

WHEREAS, a detailed review of the eight received bids was carried out based on a set of evaluation factors; and

WHEREAS, the review resulted in the selection of Diablo Roofing, Inc. (“Contractor”) as the most qualified bidder; and

WHEREAS, a Construction Services Agreement between the City and Diablo Roofing, Inc. is attached as Exhibit A; and

WHEREAS, the current available capital budget for this project has adequate funds to award the Construction Services Agreement; and

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

1. Contractor is approved by the City for performing the set scope of work for replacement of the Public Safety Building roof under CIP Project # FA1702 (Citywide Roof Repairs).
2. Authorize the City Manager to execute the Construction Services Agreement (Exhibit A) with Contractor in an amount not to exceed \$518,528.00 using Growth Impact funds (Fund 276).

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 2nd day of December 2025 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 2nd day of December 2025.

Heather Bell
City Clerk

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND DIABLO ROOFING, INC.**

For: FA1702 – Citywide Roof Repairs: Public Safety Building

This agreement for Construction Services (“Agreement”) is entered into on November 20, 2025, between the CITY OF PINOLE, a municipal corporation, with offices located at 2131 Pear Street, Pinole, California (“City”) and DIABLO ROOFING INC. (“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. **CONTRACT DOCUMENTS.** The Contract Documents referred to 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 includes Exhibit A: Contractor Proposal and Fee Schedule; and Exhibit B: Contractor Business Documentation.

- 1.1 **NOTICE TO PROCEED.** The Notice to Proceed will be issued within Five (5) workdays of the fully signed and executed Agreement.

2. **AGREEMENT CONTROLS.** 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. **INDEPENDENT CONTRACTOR.** 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: Citywide Roof Repairs: Public Safety Building

Project No.: FA1702

7. **CONTRACT AMOUNT AND PAYMENTS.** The City agrees to pay, and Contractor agrees to accept, in full payment for the above work, Five Hundred Thousand Eighteen Five Hundred Twenty-Eight Dollars (\$518,528.00) 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. 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 any sum of money against Contractor, the City may deduct and retain the amount of such charge 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 Ninety (90) 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 Five-Hundred Dollars (\$500) 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 ALLOTTED 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 WITHHELD. 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 sites and prohibitions against discrimination.

24.6 Unfair Competition. The following provision is 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:

Adrian Contreras, President
Diablo Roofing Inc.
3661 Star Ridge Road
Hayward, CA 94542-1315

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

DIABLO ROOFING INC.

Kelcey Young, City Manager

Adrian Contreras, President

Dated: _____

Dated: _____

Pinole Business License: 23-10716

Approved as to Form:

Attested By:

Eric Casher, City Attorney

Heather Bell, City Clerk

Dated: _____

Dated: _____

EXHIBIT A

Contractor Proposal and Fee Schedule

6 BID SCHEDULE

BASE BID SCHEDULE						
#	Section	Description	Quantity	Unit	Unit Cost (\$/Unit)	Cost (\$)
1	TS 1-02	Mobilization	1	LS	\$ 2,400.00	\$ 2,400.00
2	SP-12	Traffic Control	1	LS	\$ 1,200.00	\$ 1,200.00
3	TS 1-05	Removal of Existing Roofing and All Disposal Costs	1	LS	\$ 50,000.00	\$ 50,000.00
5	TS 1-07	New PVC boots	1	LS	\$4,000.00	\$4,000.00
6	TS 1-08	Class A Mechanically Attached PVC Roof Replacement Layers Excluding Flashing, Boots, Roof metals and Scuppers	1	LS	\$ 409,628.00	\$409,628.00
7	TS 1-09	All Flashing, Including Lead Jacks/Penetrations Flashing, Counter Flashing, Perimeter, Projections, Wall, and Reglet Flashing Roof	1	LS	\$ 15,000.00	\$ 15,000.00
8	TS 1-10	Replace All Roof Metals	1	LS	\$ 17,000.00	\$ 17,000.00
9	TS 1-11	Replace/Install PVC Clad Scuppers at Roof Drains and Overflows	1	LS	\$3,000.00	\$ 3,000.00
10	TS 1-12	Curb Assembly Repair	1	LS	\$4,500.00	\$ 4,500.00
11	TS 1-13	Service Hatch & Parapet Guard Rails	1	LS	\$4,800.00	\$ 4,800.00
12	TS 1-14	Maintenance Walkway	1	LS	\$7,000.00	\$7,000.00
			TOTAL BASE BID			\$ 518,528.00
TIME AND MATERIALS BID SCHEDULE						
13	TS 1-06	Woodwork Inspection and Repair (MATERIALS)	1	LS	\$26,000.00	\$ 26,000.00
14	TS 1-06	Woodwork Inspection and Repair (TIME)	1	PER HOUR	\$ 250.00	\$ 250.00

Bid Schedule

Bidder: Diablo Roofing, Inc.

City of Pinole
Public Safety Building Roof Replacement (CIP Project No. FA1702)

Note: In case of error in extension of price into the total price column, the unit price will govern.

Bidder: Diablo Roofing, Inc

City of Pinole
Public Safety Building Roof Replacement (CIP Project No. FA1702)

The basis of award for this project is the total cost of the Base Bid Schedule only.

Total Amount of Bid (written in words) is: Five Hundred Eighteen Thousand

Five Hundred Twenty - Eight Dollars and

Zero Cents.

In the event of discrepancy between words and figures, the words shall prevail.

\$ 518,528.00

Figures

10227 International Blvd

Address of Bidder

Oakland, CA 94603

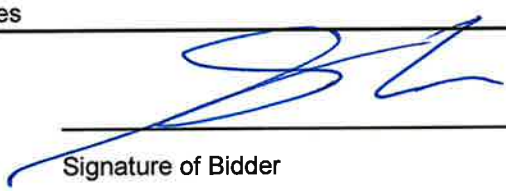
City

510-600-5394

Telephone Number of Bidder

1069338

Contractor's License Number


Signature of Bidder

Adrian Contreras

Name of Bidder (Print)

Fax Number of Bidder

09/30/2026

License's Expiration Date

Addendum Acknowledgement

Addendum No. 1 Signature Acknowledging Receipt:  Date: 08/06/25

Addendum No. 2 Signature Acknowledging Receipt:  Date: 08/15/25

Addendum No. 3 Signature Acknowledging Receipt:  Date: 08/19/25

Addendum No. 4 Signature Acknowledging Receipt: N/A Date: _____



CITY COUNCIL REPORT

10.A.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Eric Casher, City Attorney, N/A, eric@redwoodpubliclaw.com
SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 2.68 TO TITLE 2 OF THE PINOLE MUNICIPAL CODE RESTRICTING THE USE OF CITY-OWNER OR CITY-CONTROLLED PROPERTY FOR FEDERAL CIVIL IMMIGRATION ENFORCEMENT ACTIVITIES

RECOMMENDATION

Staff recommends that the City Council hold a public hearing, and waive the first reading and introduce by title only an ordinance adding Chapter 2.68 to Title 2 of the Pinole Municipal Code to establish a policy restricting the use of City-owned or City-controlled property for federal civil immigration enforcement staging areas, processing locations, surveillance activities, and operations bases, except as required by a valid judicial warrant or court order.

BACKGROUND

On Tuesday, November 4, 2025, the City Council approved a future agenda item to consider an ordinance prohibiting the use of City-owned or City-controlled property for federal civil immigration enforcement operations. This agenda item was prompted by concerns that federal immigration enforcement agencies may utilize local government property for staging, surveillance, processing, or operational purposes without local authorization, potentially undermining public trust and discouraging residents from accessing City services or facilities.

The City of Pinole is home to residents of diverse racial, ethnic, and national backgrounds, including a significant immigrant population. Immigrants are essential members of the community and contribute substantially to the City's economic, cultural, and civic life. A strong relationship of trust between immigrant communities and City government is necessary to maintain community safety and ensure all residents feel secure in accessing City services, reporting crimes, and participating in civic life.

Voluntary entanglement of local government with federal civil immigration enforcement can erode community trust. When local agencies appear to facilitate civil immigration enforcement activities, individuals may fear that interactions with City departments, including police, recreation staff, librarians, or facility personnel, may expose them or their family members to immigration enforcement. This fear can discourage the reporting of crimes, inhibit the use of City services, reduce participation in community programs, and undermine public safety and the well-being of the entire community.

Several nearby jurisdictions have taken or are taking steps to address these concerns. On

October 21, 2025, Santa Clara County directed its staff to prepare an ordinance restricting the use of County-owned property for civil immigration enforcement staging, processing, or operational purposes and to develop signage informing the public that such activities are prohibited on County property. In addition, Berkeley, Richmond, San Francisco, and other Bay Area jurisdictions have adopted or proposed sanctuary or non-cooperation policies limiting the use of local property, personnel, and resources to support civil immigration enforcement.

These actions reflect a growing trend of local governments exercising their authority as property owners to regulate how public resources and facilities may be used in relation to federal civil immigration enforcement.

REVIEW AND ANALYSIS

In response to the Council's direction, staff has prepared an ordinance adding Chapter 2.68 to Title 2 of the Pinole Municipal Code. The ordinance establishes an "ICE-Free Zone" policy for City-owned and City-controlled properties based on the City's traditional police powers and its proprietary authority to control the use of its land, buildings, and facilities.

Under the proposed ordinance, unless required by a valid judicial warrant or court order, City-owned or City-controlled property may not be used for staging federal civil immigration enforcement operations, processing or interviewing individuals for civil immigration purposes, surveillance or monitoring activities related to civil immigration enforcement, or as operational bases for such enforcement activities.

The ordinance reflects the City Council's findings that public safety is best supported through trust, collaboration, and transparency, and that City assets should not be used in ways that undermine confidence in local government or deter residents from accessing City services. The ordinance preserves the ability of federal agents to enter public areas open to the general public and maintains the City's obligation to comply with lawful judicial warrants or court orders.

The ordinance includes provisions directing the City Manager, in consultation with the City Attorney, to develop the necessary administrative procedures and departmental training to ensure consistent implementation. As drafted, the ordinance provides a legally sound and operationally clear approach to managing City property, drawing on similar measures adopted by other local jurisdictions and grounded in well-established principles of municipal authority.

The ordinance is supported by substantial legal authority, including Article XI, Section 7 of the California Constitution; long-standing Supreme Court precedent recognizing the primacy of local control over health, safety, and welfare; and the City's inherent authority as a property owner.

The action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3), as it constitutes the adoption of a general policy that does not result in direct or reasonably foreseeable indirect physical impacts on the environment. Therefore, the ordinance provides an appropriate and legally sound means of promoting community trust and ensuring that City property is used in a manner consistent with the City's values and public safety priorities.

FISCAL IMPACT

The ordinance is not expected to create significant fiscal impacts. Minor administrative costs may arise related to staff training, policy updates, or signage, if the Council so directs. No additional staffing or enforcement mechanisms are anticipated.

ATTACHMENTS

- A. Ordinance

ORDINANCE NO. 2025-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE
ADDING CHAPTER 2.68 TO TITLE 2 OF THE PINOLE MUNICIPAL CODE
RESTRICTING THE USE OF CITY-OWNED OR CITY-CONTROLLED PROPERTY FOR
FEDERAL CIVIL IMMIGRATION ENFORCEMENT ACTIVITIES**

WHEREAS, the City of Pinole is home to people of diverse racial, ethnic, and national backgrounds, including a large immigrant population; and

WHEREAS, immigrants are valuable and essential members of the City of Pinole community who contribute to the City's economic, civic, and cultural vitality; and

WHEREAS, a strong and trusting relationship between the City's immigrant communities and the City of Pinole, including its departments, programs, and personnel, is essential to the public safety and well-being of all residents; and

WHEREAS, this trust is undermined when state and local agencies become entangled with federal civil immigration enforcement, causing immigrant community members to fear reporting crimes, seeking health services, accessing City facilities, or engaging in civic life, which detracts from the safety and welfare of the entire community; and

WHEREAS, entanglement with federal civil immigration enforcement diverts limited City resources and blurs lines of accountability among local, state, and federal governments; and

WHEREAS, the federal government, through U.S. Immigration and Customs Enforcement (ICE), has undertaken broad civil immigration enforcement operations involving personnel from multiple federal agencies in ways that have generated concern among local communities; and

WHEREAS, state and local governments bear primary responsibility for ensuring the safety and well-being of their communities and possess the discretion and authority to adopt policies best suited to those communities; and

WHEREAS, the City of Pinole believes that public safety is best achieved through trust and collaboration between residents and their local government, not through the militarization or deputization of local resources in service of federal civil immigration enforcement; and

WHEREAS, current City policies do not explicitly restrict federal civil immigration enforcement agencies from using City-owned land or facilities for operations, staging, processing, or surveillance, and without such protections, City assets may be inadvertently weaponized against the very communities the City serves, undermining trust in local government; and

WHEREAS, the City seeks to implement an “ICE-Free Zone” ordinance to protect public safety, ensure community members feel safe accessing City services and facilities, and prevent voluntary use of City resources to support federal civil immigration enforcement; and

WHEREAS, the United States Supreme Court has long recognized that state and local governments retain primary authority over matters affecting the health, safety, and welfare of their residents, and that decisions concerning local public resources are best made by governments closest and most accountable to the people they serve; and

WHEREAS, respect for local police powers is a core principle of American federalism, reflected in the United States Constitution and widely affirmed in judicial precedent; and

WHEREAS, California Constitution Article XI, Section 7 grants cities the authority to enact and enforce ordinances that are not in conflict with general state law, including ordinances governing municipal property and local government operations; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, this ordinance constitutes a general policy action that does not have the potential to cause a physical environmental impact and therefore is not a project subject to CEQA; and

WHEREAS, the City Council of the City of Pinole is the decision-making body for this ordinance and has reviewed and considered the CEQA determination before taking action to introduce and adopt this ordinance; and

WHEREAS, regulating the use of City-owned or City-controlled property, without regulating the conduct of federal agencies, is a lawful exercise of municipal authority and an appropriate and necessary means of promoting public safety, community trust, and the responsible use of public resources.

THE CITY COUNCIL OF THE CITY OF PINOLE DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS.

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

SECTION 2. ADDITION OF CHAPTER 2.68 TO TITLE 2 OF THE PINOLE MUNICIPAL CODE

Title 2 of the Pinole Municipal Code is amended to add Chapter 2.68, to read as follows:

Chapter 2.68 – Use of City-Owned or City-Controlled Property for Civil Immigration Enforcement Activities

2.68.010 Purpose.

The purpose of this Chapter is to protect public safety, promote community trust, and ensure that City-owned or City-controlled property is not voluntarily used to support federal civil immigration enforcement activities except when mandated by a valid judicial warrant or court order.

2.68.020 Definitions.

For purposes of this Chapter:

“Civil Immigration Enforcement” means any investigation, detention, arrest, surveillance, monitoring, questioning, information-gathering, or operational activity undertaken for the primary purpose of enforcing federal civil immigration laws, including actions by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP).

“City Property” or “City-Owned or City-Controlled Property” means any real or personal property, land, building, facility, structure, vehicle, equipment, or space owned, leased, operated, or controlled by the City of Pinole.

“Judicial Warrant or Court Order” means a warrant or order issued by a federal or state judge or magistrate based on probable cause and legally sufficient to compel compliance by the City.

“Surveillance” means observing, recording, monitoring, or collecting information about individuals for civil immigration enforcement purposes, including through cameras, license plate readers, drones, or other technologies.

2.68.030 Prohibited Uses of City Property.

Unless required by a valid judicial warrant or court order, no department, employee, official, contractor, or agent of the City shall knowingly permit City-owned or City-controlled property to be used for staging civil immigration enforcement operations; processing, interviewing, or temporarily detaining individuals for civil immigration purposes; surveillance or monitoring activities related to civil immigration enforcement; or as operations bases, coordination points, or logistical hubs for civil immigration enforcement actions.

2.68.040 Exceptions.

Nothing in this Chapter prohibits federal officers or employees from entering areas of City property generally open to the public. Nothing in this Chapter prevents the City or any City employee from complying with a valid judicial warrant or court order. Nothing in this Chapter restricts criminal law enforcement activities where civil immigration enforcement is not the primary purpose.

2.68.050 Implementation.

The City Manager, in consultation with the City Attorney, shall develop administrative procedures to implement this Chapter. City departments shall receive training, as appropriate, regarding the requirements of this Chapter.

2.68.060 Enforcement; No Private Right of Action.

This Chapter does not create or form the basis of liability on the part of the City or any City department, agency, official, or employee, nor does it create a private right of action against the City or any City personnel. This Chapter shall be implemented through existing administrative policies and procedures governing City operations. The City Manager may establish additional rules or regulations necessary to carry out the provisions of this Chapter.

SECTION 3. CEQA.

Approval of the proposed amendments is exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), which provides a general rule exemption for projects with no potential for a significant effect on the environment. Because this ordinance solely regulates the governmental use of existing City-owned or City-controlled property and does not authorize or require any physical construction, alteration of facilities, or change in land use, it can be seen with certainty that the ordinance will not result in any direct or reasonably foreseeable indirect physical environmental impacts.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days after its final passage.

SECTION 6. Publication.

The City Clerk is directed to certify to the adoption of this ordinance and arrange for its posting and publication as required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on December 2, 2025, the City Council passed this 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 December 2, 2025.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

12.A.

DATE: DECEMBER 2, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Eric Casher, City Attorney, N/A, eric@redwoodpubliclaw.com
SUBJECT: DISCUSSION OF PROCESS FOR ESTABLISHING THE OFFICE OF ELECTED MAYOR

RECOMMENDATION

Receive Report and Provide Direction.

BACKGROUND

At the May 21, 2025 City Council meeting, the Council approved a request for future agenda item and staff presentation on the process for establishing an elected mayor in the City of Pinole. On June 25, 2025, staff provided the City Council with a presentation on the process for establishing an elected Mayor. At the time, the Council did not provide direction to staff to pursue the process of establishing an elected Mayor.

On September 2, 2025, during the regular meeting of the City Council, Councilmember Murphy requested a future agenda item to revisit the topic of establishing an elected Mayor in the City of Pinole.

REVIEW AND ANALYSIS

The Pinole City Council is comprised of five (5) members elected at large to four (4) year terms. The position of Mayor is rotated amongst the City Council on a yearly basis. The City Council has a long-standing tradition of prioritizing for service as Mayor the council member who received the highest number of votes in the prior election. The process for setting the Mayoral rotation schedule was adopted by City Council Resolution 2010-87 (attached) and is based on the number of votes received by each member in the prior election.

Procedural Requirements

California Government Code Sections 34900 et seq. sets forth the requirements for establishing an elected Mayor. Section 34900 provides that at any general municipal election, or a special election held for that purpose, the city council may submit to the electors the question of whether electors shall thereafter elect a mayor and four city council members and whether the mayor shall serve a two-year or four-year term. The provisions of Code Section 34901 control the form of the ballot measure. It states the question printed on the ballot should read:

“Shall the electors elect a mayor and four city council members?”

“Shall the term of office of mayor be two years?”

“Shall the term of office of mayor be four years?”

The words “Yes” and “No” and “two years” and “four years” shall be printed on the ballots so that the voters may express their choice. The term of office of mayor shall be that preferred by a majority of those voting on the proposition.

The provisions of Code Section 34902 describe the procedures for designating a council seat as the mayor’s seat and filling of that seat by subsequent election. If a majority of the votes cast are in favor of an elective office, one seat on the council is designated as the office of the mayor at the next general municipal election held in the city.

To initiate the process of transitioning to an elected mayor, the City Council must adopt a resolution calling for a measure to be added to the ballot of the next general municipal election or at a special election.

For the general municipal election, Section 1.05.010 of the Pinole Municipal Code provides that the elections shall be held “the first Tuesday after the first Monday in November of each even-numbered year.” The next general municipal election to occur is November 3, 2026. Submission of the ballot measure to the County must occur at least eighty-eight (88) days prior to the election, or August 7, 2026. The ballot measure would then be published and filed with the County.

Powers of Elected Mayor

An elected mayor is a member of the City Council and has all the powers and duties of a member of the City Council. For the most part, an elected mayor has the same powers as an appointed mayor. State law designates some additional powers of elected mayors in general law cities.

An appointed or “selected” mayor has powers and duties that include presiding at City Council meetings, administering oaths and affirmations and certifying affidavits and/or acknowledging documents which are executed by the City and required to be acknowledged, and directing a sufficient number of peace officers to attend public meetings at which in his or her opinion a breach of peace could occur.

The only additional power a general law elected mayor is afforded is the power to make appointments to boards, commissions, and committees, subject to the approval of the City Council. Furthermore, an elected mayor may collect a salary in addition to the salary established for council members if approved by the electorate or by ordinance adopted by the City Council.

An elected mayor differs from a “strong mayor”, which is established by a city charter and holds similar executive powers to a City Manager. Additionally, strong mayors typically hold veto power over ordinances and exercise control over budgets and appointments.

Neighboring Elected Mayors

The charter of the City of Richmond, California provides for an elected mayor, whose duties include making appointments and removals from all city boards and commissions subject to council approval, preparing an annual budget for submission to the council, and publishing an annual report regarding the affairs of the city.

Additionally, the City of San Ramon has an elected mayor, who is compensated more than the rest of the council and afforded the same benefits as city employees.

The cities of Brentwood, Union City, Newark, and San Leandro also have elected mayors.

FISCAL IMPACT

The estimated cost to place one ballot measure on the November 5, 2026 general municipal election ballot is \$30,000, and would be greater for a special election. Additional costs from staff time, consultants, and legal experts may be incurred during the process however the exact fiscal impact is unknown at this time.

ATTACHMENTS

- A. 2010-87 CC Resolution Reaffirming Mayoral Rotation Schedule

RESOLUTION 2010-87
PROCEDURES FOR SELECTING MAYOR & MAYOR PRO TEM
REAFFIRMATION OF THE MAYORAL ROTATION SCHEDULE APPROVED IN 2003

WHEREAS, the City Council of the City of Pinole adopted Resolution 3211 on February 6, 1996 concerning the procedure for selecting the Mayor and the Mayor Pro Tempore; and:

WHEREAS, the City Council of the City of Pinole adopted Resolution 3285 on December 17, 1996, concerning the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, the City Council of the City of Pinole adopted Resolution 109-2000 on February 15, 2000, concerning the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, the City Council of the City of Pinole adopted Resolution 179-2003, amending the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, the City Council of the City of Pinole adopted a minute order action on January 19, 2009 concerning the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, the City Council of the City of Pinole intends to adopt a single resolution to ratify the actions and reaffirm the former procedure (Resolution 109-2000) for selection of the Mayor and Mayor Pro Tempore;

NOW, therefore, the City Council of the City of Pinole does hereby resolve as follows:

It is in the best interest of the City of Pinole that the councilmembers that shall serve as Mayor and Mayor Pro Tempore are selected by the City Council annually according to a system of succession that permits the Mayor and Mayor Pro Tempore to gain sufficient experience prior to assuming their respective offices. It is appropriate to base such succession on rotation, seniority and election results in accordance with the following:

1. Mayoral List. The City Clerk shall maintain a Mayoral List in accordance with this Resolution. The City Clerk shall update the Mayoral List for Council affirmation, following each council election and council vacancy that occurs. The Mayoral List in effect as of the adoption date of this Resolution is attached as Exhibit A to this Resolution.
2. Succession Generally. When a position on the Mayoral List is vacated for any reason, except as otherwise provided in this Resolution, the next councilmember listed on the Mayoral List shall succeed to the vacant position in accordance with the Mayoral List and this Resolution.
3. Succession to Mayor. When the office of Mayor is vacated for any reason, the Mayor Pro Tempore listed on the then-current Mayoral List shall succeed to the office of Mayor.
4. Succession to the Office of Mayor Pro Tempore. When the office of Mayor Pro-tempore is vacated for any reason, the next councilmember listed on the then-current Mayoral List shall succeed to the office of Mayor Pro Tempore.

5. Placement of the Outgoing Mayor on the Mayoral List. The name of the outgoing Mayor shall be placed at the end of the Mayoral List, unless the outgoing Mayor is re-elected (in that election year), in which case, Section 6 shall apply.

6. Placement of Newly Elected Councilmembers on the Mayoral List. The names of the highest vote getters among newly elected councilmembers (incumbent or non-incumbent) shall be placed on the Mayoral List after incumbent councilmembers in order of most votes received, but before the outgoing Mayor unless the outgoing mayor is re-elected at the same election, in which case the outgoing Mayor shall also be placed on the list in order of votes received.

7. Placement on the Mayoral List of Non-Incumbent Councilmembers Newly Elected or Appointed to Fill Vacancies. Non-incumbent councilmembers newly elected or appointed to fill vacancies on the City Council shall be placed last on the Mayoral List, ~~but above the outgoing Mayor, if any,~~ at the time the vacancy is filled.

8. Councilmembers' Right to Decline the Offices of Mayor and Mayor Pro Tempore. Councilmembers may decline to succeed to the office of Mayor or Mayor Pro Tempore pursuant to the Mayoral List and this Resolution. When a councilmember so declines to succeed to such office, such office shall pass to the next councilmember listed on the Mayoral List that is eligible pursuant to this Resolution to succeed to such office. The names of councilmembers that so decline to succeed to the office of Mayor or Mayor Pro Tempore shall be placed on the Mayoral List immediately following the name of the councilmember that succeeds to such office, notwithstanding any other provision of this Resolution.

9. Removal of Mayor by Council Vote. Councilmembers that have succeeded to the office of Mayor in accordance with the Mayoral List and this Resolution may be removed from that office by a majority vote of the full Council. Such removed Mayor shall be treated the same as an outgoing Mayor for purposes of the Mayoral List and this Resolution.

This resolution supercedes Resolutions 3211 and 3285, 109-2000, and 179-2003, and any prior minute order actions, which are hereby repealed and of no further force or effect.

THE FOREGOING RESOLUTION WAS ADOPTED this 19th day of **October 2010**, by the following vote:

AYES:	COUNCILMEMBERS:	Banuelos, Fujita, Long, Murray, Swearingen
NOES:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None



Patricia Athenour, MMC
City Clerk

EXHIBIT A to Resolution 2010-87
MAYOR ROTATION LIST
October 19, 2010

Current Status

<u>LONG</u> (2 nd place vote recipient in Feb 08 Vacancy /Recall Election)	<u>SWEARINGEN</u> (2 nd highest vote recipient in Nov 4, 2008 Election- 1 time switch with Murray per 1/13/2009 minute order)	<u>MURRAY</u> (Outgoing Mayor in 12/2008, & highest vote recipient in Nov 4, 2008 Election)	<u>FUJITA</u> Served ½ year term as Mayor in May 2008, when Horton resigned as Mayor	<u>BANUELOS</u> Appointed August 18, 2008, fill vacancy from Horton's Council resignation 7/21/08
December 2009-2010	December 2010-2011	December 2011 - 2012	December 2011-2012	December 2012-2013

POST NOVEMBER 2, 2010 ELECTION

<u>SWEARINGEN</u> (2 nd highest vote recipient in Nov 4, 2008 Election- 1 time switch with Murray per 1/13/2009 minute order)	<u>MURRAY</u> (Outgoing Mayor in 12/2008, & highest vote recipient in Nov 4, 2008 Election)	<u>New member</u> Highest vote getter in 2010 election Term Dec 2010-Dec 2014	<u>New member</u> 2 nd Highest vote getter in 2010 Election Term Dec 2010-Dec 2014	2 NEWLY ELECTED MEMBERS FROM NOVEMBER 2012 ELECTION ADDED TO CHART FOR ROTATION BEGINNING DECEMBER 2014	<u>New member</u> 3 rd Highest vote getter in 2010 election – will never ascend to Mayor unless re-elected in Nov 2012 as 1 st or 2 nd highest Term Dec 2010-Dec 2014
December 2010-2011	December 2011 - 2012	December 2012-2013	December 2013-2014		December 2014-2015