



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

PINOLE CITY COUNCIL MEETING AGENDA

**April 7, 2026
5:30 PM**

**Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR**

**140 E. SHAW AVENUE, FRESNO, CA 93710 (Teleconference- Mayor Pro Tem Devin T. Murphy)
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 Deputy City Clerk, Roxane Stone at (510) 724-8937 or rstone@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 Deputy City Clerk via e-mail at rstone@pinole.gov.

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

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

2. LAND ACKNOWLEDGMENT

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

3. ROLL CALL, CITY CLERK’S REPORT & STATEMENT OF CONFLICT

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

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: Interim City Manager, Garrett Evans, City Attorney, Eric Casher, and Human Resources Director, Stacy Shell, Gregory Ramirez, IEDA

Employee organizations: AFSCME Local 1

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Gov. Code § 54956.9(d)(2) or (d)(3)

Number of Potential Cases: 1

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. Parkinson's Awareness Month
- 2. Autism Acceptance Month
- 3. Arab American Heritage Month
- 4. National Pet Day

B. Presentations

- 1. Clean California Community Designation Sign Unveiling and Installation Suggestions
- 2. Coordinated Outreach Referral and Engagement (CORE): Fiscal Year 2025- 2026 Update
- 3. Update of the 2008 Neighborhood Traffic Calming Policy

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 March 17, 2026 and the Minutes of the Special City Council Meeting on March 24, 2026.
- B. Receive the March 14, 2026 – April 3, 2026 – List of Warrants in the Amount of \$1,142,270.19 and the March 27, 2026 Payroll in the Amount of \$557,954.25.
- C. Adopt a resolution authorizing acceptance of \$299,495 from the Caltrans Clean California Local Grant Program and designating the City Manager as the City's authorized signatory for grant agreement execution **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**
- D. Adopt a Resolution Approving Side Letter Agreement to the Memorandum of Understanding Between the City of Pinole and Pinole Police Employee Association to Establish a Filling of Vacant Shifts Program **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- E. Adopt a Resolution Approving a Side Letter Agreement to the Memorandum of Understanding Between the City of Pinole and Pinole Police Employee Association to Amend Health Plan Premium Contributions **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- F. Stormwater Utility Area Assessment For Fiscal Year 2026-2027 **Action: Adopt Resolution**

per Staff Recommendation (Heba El-Guindy)

- G. Adopt a Resolution Approving Contra Costa County Regional Alternative Compliance (RAC) Joint Powers Authority Participation; Approval of Joint Powers Agreement; Authorizing the Joint Powers Authority (JPA) to Establish One or More Community Facilities Districts; and Approving a Joint Community Facilities Agreement **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

10. PUBLIC HEARINGS

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

- A. None

11. OLD BUSINESS

- A. None

12. NEW BUSINESS

- A. Receive Update On Capital Projects, Inspection And Permitting, And Maintenance Operations **Action: Receive Report (Heba El-Guindy)**

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 April 21, 2026 in Remembrance of Amber Swartz.

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

Roxane Stone, CMC
Deputy City Clerk
POSTED: Thursday, April 2, 2026, at 3:00 PM



Proclamation

PARKINSON'S AWARENESS MONTH APRIL 2026

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS, Parkinson's disease is estimated to affect approximately one million people in the United States, and the prevalence will rise to 1.2 million by 2030; and

WHEREAS, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

WHEREAS, it is estimated that the economic burden of Parkinson's disease is at least \$52 billion annually, including direct and indirect costs, including treatment, social security payments and lost income, to patients and family members; and

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and

WHEREAS, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease; and

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; increased research, education, and community support services such as those provided by the Parkinson's Foundation and other organizations are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **APRIL 2026 AS PARKINSON'S AWARENESS MONTH in the City of Pinole and I urge all citizens to increase their understanding of the disease and support all people living with the Parkinsons.**

**ANTHONY TAVE
MAYOR of the City of Pinole**



Dated: April 7, 2026



Proclamation

AUTISM ACCEPTANCE MONTH APRIL 2026

WHEREAS, April is Autism Acceptance Month; and

WHEREAS, Autism Spectrum Disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges; and

WHEREAS, we celebrate difference, promote acceptance, and spread knowledge about people living with Autism; and

WHEREAS, about 1 in every 54 children are affected by Autism and the disability can affect anyone, regardless of race, ethnicity, gender, or socioeconomic background; and

WHEREAS, Autism can take an emotional, physical, and financial toll on the families and children affected; and

WHEREAS, until recent years, Autism was considered to be a condition with poor prognosis. Now, research shows that early care and intervention are key to helping those who are diagnosed with Autism progress towards an improved quality of life; and

WHEREAS, significant progress has been made in the last 30 years in the areas of research, medication, diagnosis and therapies for Autism and the effort to address Autism continue as doctors, therapists, and educators help individuals with Autism and their families adjust to its challenges; and

WHEREAS, America is founded on the idea that all people are created equal and deserve to be treated equally throughout their lives; and

WHEREAS, Autism Acceptance Month recognizes that Autism is more than a diagnosis, it is an identity, community, and a lived experience that encompasses both challenges and triumphs; and

WHEREAS, The Autism Society of America is proud to celebrate Autism Acceptance Month, continuing their commitment to #CelebrateDifferences throughout April and beyond.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California on behalf of the City Council and the entire City of Pinole, proclaim **APRIL 2026 as **AUTISM ACCEPTANCE MONTH** and encourage all citizens to participate in the annual observance of Autism Acceptance Month in the hope that it will lead to a better understanding of the disability and encourage our residents to become better educated and informed about programs, services and opportunities to support individuals with Autism.**

ANTHONY TAVE
MAYOR of the City of Pinole





Proclamation

ARAB AMERICAN HERITAGE MONTH APRIL 2026

WHEREAS, the Constitution of the United States proclaims that everyone is entitled to all the rights and freedoms set forth therein, without discrimination of race, religion, or other status; and

WHEREAS, the City of Pinole recognizes the contributions of Arab American students, families, and community members; and

WHEREAS, for over a century, Arab Americans have been making valuable contributions to all aspects of American society including medicine, law, technology, government, and culture; and

WHEREAS, Arab Americans have enriched our society by sharing their American spirit which has made our country proud and prosperous; and

WHEREAS, the theme for 2026, "Many Voices, One Community," reflects the breadth of Arab American identities while affirming the shared values that unite the community; and


WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse community, where all are treated equally; and

WHEREAS, the celebration of Arab American ancestry and cultural heritage encourages people to counter misconceptions and to acknowledge the positive impacts of a more diverse society; and

WHEREAS, the incredible contributions of Arab Americans have helped us build a better nation; and

WHEREAS, manifestations of religious intolerance, incitement, harassment or violence against Arab Americans within our city are condemned.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim APRIL 2026 AS ARAB AMERICAN HERITAGE MONTH in the City of Pinole, And urge all citizens to celebrate the past, present, and future contributions of this community.


ANTHONY TAVE
MAYOR of the City of Pinole

Dated: April 7, 2026





Proclamation

NATIONAL PET DAY APRIL 11, 2026

***WHEREAS,** Pets are one of the most important parts of our lives and families; and*

***WHEREAS,** pets make life better by giving people love, companionship and comfort; getting us outside for exercise; and helping us build social connections; and*

***WHEREAS,** National Pet Day on April 11th dedicates the day to those pets who may not always get the companionship and attention pets deserve; and*

***WHEREAS,** National Pet Day is a day set aside time to reflect on how those furry, feathered, scaled, and other animal friends impact our lives, and it should also be a day to think about what we can do to help our animal companions live a fuller, richer, and happier life; and*

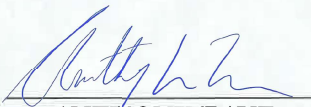
***WHEREAS,** National Pet Day can also be a great reminder that, as much as we love our animals, there are still many out there that need our help; and*

***WHEREAS,** on this day, we can make a pledge to donate to shelters and organizations that do so much incredible work on behalf of these animals; and*

***WHEREAS,** responsible pet ownership is vital to the wellbeing of pets and people; and*

***WHEREAS,** helping other animals in similar situations might be the perfect way to honor your own pets, on National Pet Day.*

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim APRIL 11, 2026 AS NATIONAL PET DAY and encourage all Pinole citizens to observe this day with appropriate activities and to support local animal shelters and rescues.


ANTHONY TAVE
MAYOR of the City of Pinole

Dated: April 7, 2026



CONTRA COSTA
HEALTH



cchealth.org

Coordinated Outreach Referral and Engagement (CORE): Fiscal Year 2025- 2026 Update

Pinole City Council

Jenny Robbins, LCSW
Community Response Director

Shelby Ferguson, MSW
CORE Program Director

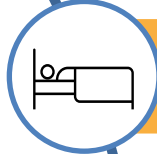
April 7, 2026

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Housing Focused Street Outreach



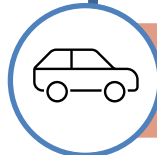
Linkages to health and behavioral health



Direct placement into shelter & warming center



Encampment abatement support



Transportation to appointments



Connection to Community Resources



Housing placement



Pinole Partnership: Background



Pilot Year 1:
July 1, 2024 –
June 30, 2025

Tri-City CORE
Team

El Cerrito, San
Pablo & H3

Pilot Year 2:
July 1, 2025 –
June 30, 2026

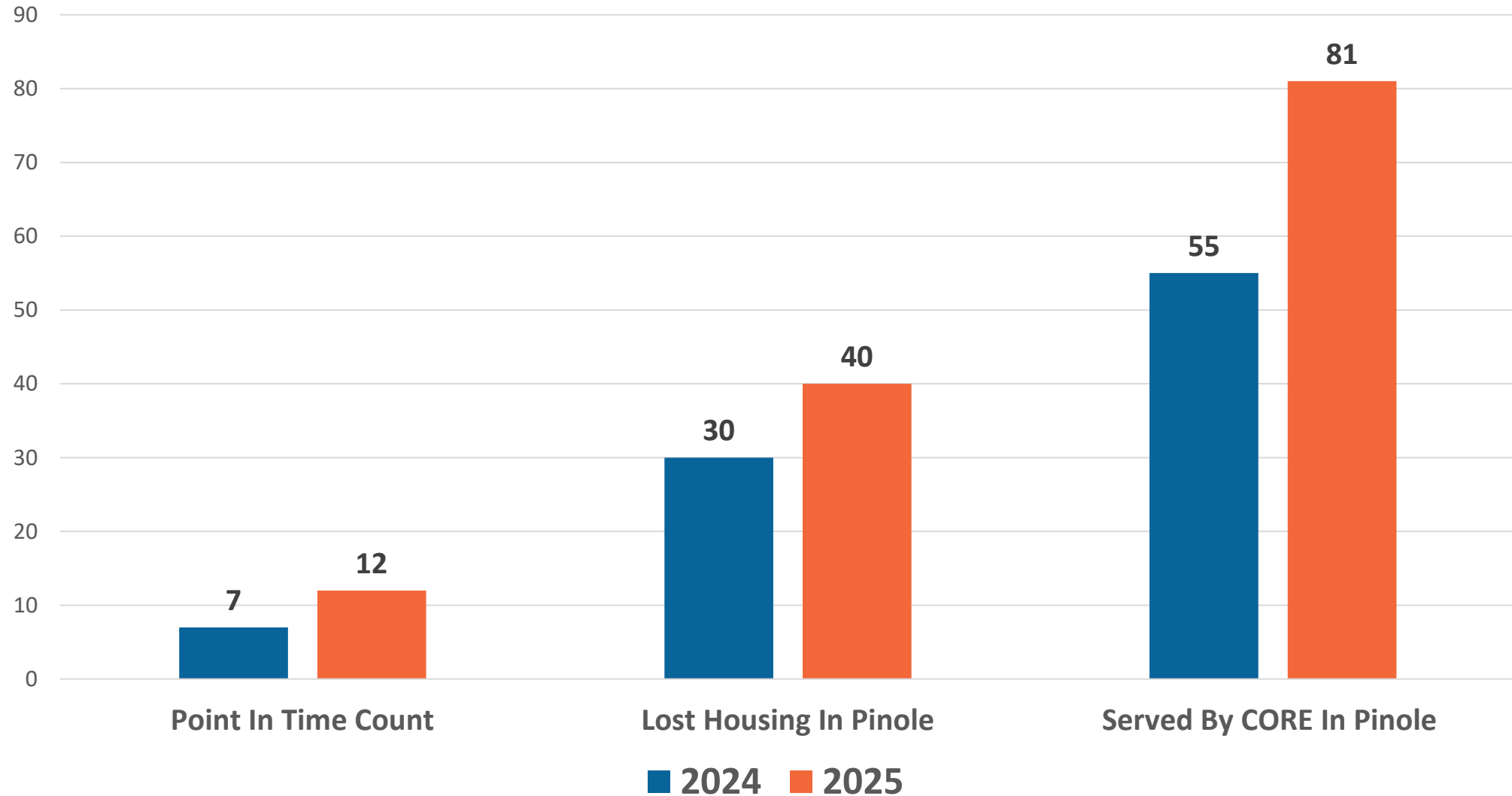
Quad City
CORE Team

El Cerrito, San
Pablo, Hercules
and Pinole





Housing Needs in Pinole



Community Partnership and Impact





Business Outreach



Dollar Tree



Grocery Outlet



O'Reilly Auto Parts



Pet Food Express



Lucky's



Michael's



Big 5



Target



7/11



ACE Hardware



Shell



America's Best Eyeglasses



Safeway



Home Depot



CORE



Pinole PD

Pinole Community Activities



**West Contra
Costa Unified
School District**

YMCA

Senior Center

Pinole Library



Pinole Outcomes & Impacts

7/01/25 – 12/31/25



CORE in Pinole

7/01/25 – 12/31/25

44 unduplicated participants served in Pinole

37 individuals (84%)
have roots in Pinole

Low Income & Loss of Job were the
leading causes of homelessness

Of all contacts
made, 49%
were made by
the Pinole CORE
Team

33 individuals (75%)
reported a **disabling
condition**

12 individuals (35%)
exited to stable housing

28 individuals (68%)
reported being **first
time homeless**



Pinole CORE Team



26 participants served through 46 contacts



85 emergency supplies; 100 housing coordination services; 15 animal services



77% lost housing in West County



42% women served are Domestic Violence Survivors



15 warming center placements



Pinole Success Story



Since 2017, CORE has periodically engaged a chronically unhoused individual in Pinole. Although the individual briefly entered housing, they were unable to maintain it and returned to homelessness.



When CORE reconnected with them in July 2025, the focus shifted to securing stable housing. Their consistent engagement helped the individual earn a permanent supportive housing opportunity, which they accepted in Dec 2025.



Upon entering housing, the individual expressed joy, relief, and renewed hope for their future. Their success demonstrates how determination, stable housing, and supportive services can transform a life.

A Pathway from Homelessness to Hope

CONTRA COSTA
HEALTH



cchealth.org

Thank you!

CITY COUNCIL MEETING

**MEETING ON
04-07-2026**

**UPDATE OF THE 2008
NEIGHBORHOOD TRAFFIC
CALMING POLICY**

RO2506 - TRAFFIC CALMING PROGRAM

Functional Area :		Project Origin :			Priority Score :			
Type of CIP		Budget	Unappropriated Subsequent Years					Project Estimate FY 2025 - 2030
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2025-26	Year 2 FY 2026-27	Year 3 FY 2027-28	Year 4 FY 2028-29	Year 5 FY 2029-30		
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation							
<input type="checkbox"/> Land/Row Acq. Required	<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	
Project Start	7/1/2025			Estimated Completion 6/30/2030				

Description

Following to the City's Traffic Calming Policy and its future update, this project will fund the installation of physical traffic calming devices to reduce or eliminate the negative effects of auto traffic on residential streets. This can be achieved by causing drivers to reduce their driving speeds or to use alternative major corridors through the use of engineering solutions and the installation of physical devices. These devices could include driver feedback signs, curb extensions, speed cushions, and roundabouts. Traffic calming plans are developed based on data collection and analysis, as well as community outreach and consultation to alleviate neighborhood traffic concerns and community safety issues.



History, Status, or Impact if Delayed

Reflect communities needs in street design and enhance safety conditions, which in turn reduce the need for traffic enforcement,

General Plan Goals/Policies

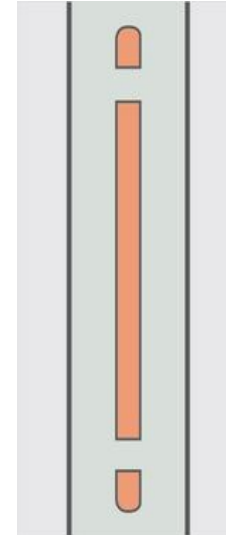
Policy GM.3.3, Goal CE.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget		Projected Budget				Project Estimate
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2025 - 2030	
Planning							
Design	\$ 30,000	\$ 30,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	
Construction	\$ 150,000	\$ 150,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 660,000	
Contingency	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000	
TOTAL USES	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	
SOURCE(S)							
325 - City Street Improvements	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000	

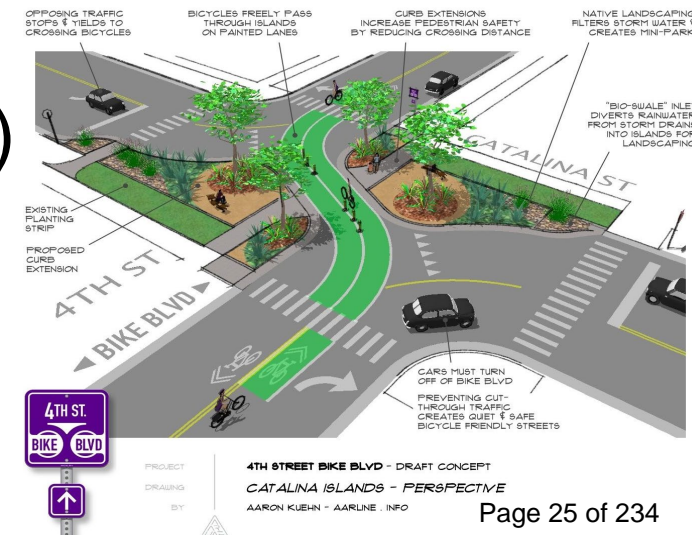
REVIEW ELEMENTS - CONSULTATION

- Petition Process
- Consideration and input by the affected community
- Review by TAPS
- Consideration by the City Council



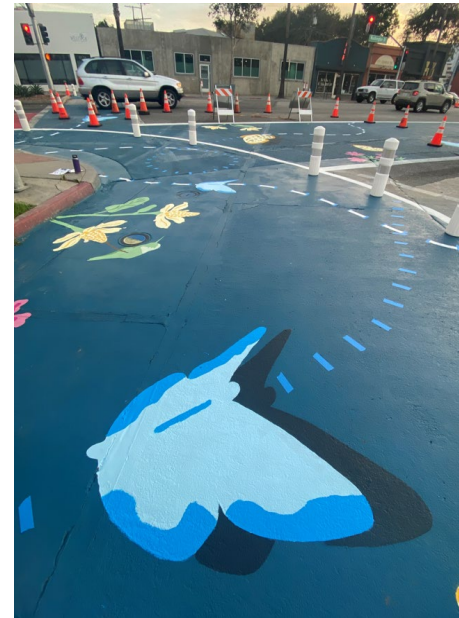
REVIEW ELEMENTS - ANALYSIS

- Local and Minor/Residential Collector per the HCM
(Existing policy: more than 1,500 veh/day and 150 veh/hr)
- 85% percentile speed is higher than the speed limit
(Existing policy: 67% of motorists exceed the 25 m/h speed limit)
- One lane/direction for a two-way street and one travel lane for a one-way street (Per existing policy)
- Abutting land uses (ex. schools, senior housing)
- Visibility and safety conditions



REVIEW ELEMENTS - MEASURES

- Safety education and enforcement
- Signage and pavement markings
- Multi-modal facilities design
- On-street parking design
- Landscaping and street furniture



REVIEW ELEMENTS - MEASURES

- Devices:
 - ❖ Traffic circle & roundabout
 - ❖ Center median/gateway effect
 - ❖ Parabolic & flat-topped speed humps
 - ❖ Bulbout/choker
 - ❖ Chicane
 - ❖ One-way street
 - ❖ Half & full-road closure
 - ❖ Diagonal diverter
 - ❖ Lighting effect
 - ❖ Utilities effect





Q & A

**CITY COUNCIL MEETING
MINUTES
March 17, 2026**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Tave called the Regular Meeting of the City Council to order at 5:00 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

Anthony Tave, Mayor
Norma Martinez-Rubin, Council Member
Maureen Toms, Council Member
Cameron Sasai, Council Member*
*Remote Attendance

COUNCIL MEMBERS ABSENT

Devin Murphy, Mayor Pro Tem

B. STAFF PRESENT

Garrett Evans, Interim City Manager
Heather Bell-Spears, City Clerk
Melissa Klawuhn, Police Chief
Eric Casher, City Attorney
Markisha Guillory, Finance Director
Heba El-Guindy, Public Works Director
Justin Rogers, Pinole Police Commander
Franco Dalao, Pinole Police Officer

Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Stone announced the agenda had been posted on March 12, 2026 at 3:30 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. She added that Council member Sasai was joining the meeting remotely per the provisions of Assembly Bill (AB) 2449.

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

4. CONVENE TO A CLOSED SESSION:

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code §54956.8

Property: 2100 San Pablo Avenue

Agency Negotiators: Interim City Manager Garrett Evans and City Attorney Eric Casher

Negotiating party: Art Pakpour

Under negotiation: Price and Terms

B. 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)

PUBLIC COMMENTS OPENED

Cathy McFarland, suggested the City needed to have transparency moving forward on any and all matters which affected the City and suggested residents had the right to know who was or was not supporting the City during Closed Sessions. The City of Pinole had approximately 20,000 residents, four Council members and a Mayor, three of whom had questionable judgment and alternative agendas. Providing that transparency allowed the public to make informed decisions on who to support during the November election. She welcomed the Interim City Manager and hoped he was strong-willed and would do his best to protect Pinole residents. She stated that questions from the public related to the prior two City Managers, who had left the City and their associated compensations when they departed, had not been answered. Residents should not have to pay for anyone leaving a position or pay for anyone who had not performed the job they were hired to do. Moving forward, the City should identify any and all contract terms for this type of work.

Ms. McFarland added the City needed the long overdue contract approved for the Pinole Police Department (PPD), to support hard-working police officers and emergency response teams. The City Council had postponed and ignored the PPD long enough. She suggested if Council member Sasai was the lone person opposed to the PPD contract, he needed to remove himself due to his past ideology of defunding the police since residents needed to remain safe and protected.

Rafael Menis, referenced Item 4B and reported he recently received a survey, which he was unsure was from the City, which highlighted several potential tax measures, including a potential special sales tax increase dedicated to public safety. He asked whether the City or the Pinole Police Employees Association (PPEA) had the results of the survey at this time.

City Attorney Eric Casher advised the question could be taken under submission.

PUBLIC COMMENTS CLOSED

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

At 6:41 p.m., Mayor Tave reconvened the meeting into open session. There was no report from the Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

William Horton expressed his opposition to Measure D, which would be on the June 2, 2026 ballot for a directly Elected Mayor, which he found to be a waste of \$55,000. He would vote no on Measure D since it did not guarantee any new funds or new ideas but it would still result in five people voting for the budget as they did now. It would not increase the Pinole quality of life, or improve police, fire, parks and streets. It would solve a problem that did not exist, and he had only heard about the issue from the Council majority who put the issue on the ballot.

Debbie Long asked where the two Council members attending remotely were located.

City Clerk Bell-Spears reported Council member Sasai was attending remotely and was at a work conference out of state and Mayor Pro Tem Murphy was absent.

Ms. Long read into the record excerpts from comments made by community members who had posted on NextDoor, and which had been written shortly after the City Council's decision to put an Elected Mayor on the ballot, as follows:

Last night was very hard and sad to see. This was preplanned and how they were going to vote. I appreciate Norma Rubin-Martinez and Maureen Toms for their questions and their vocal noes to this proposed expense. The speakers all asked to not accept the expense and stop what has worked for a hundred years. Everything how it was going was already in place. The Pinole citizens weren't heard but were actually unheard. They have already determined that they want to end a rotating Mayor and pay to have an election of close to \$60,000 of taxpayer money. They determined that the Mayor can be two-or-four year terms. The City Attorney presented us with city comparisons, several cities like Union City, Newark comparing city size. We are small 20,000 people compared to Newark's whose population is approximately 46,000. They way they came up with comparisons is not correct.

The City Attorney's didn't have a lot of answers to our questions. Three of the Council members who pushed for this Special Election were Devin Murphy, Cameron Sasai and Anthony Tave. I worked on the campaign for Cameron and Devin, but have been out of the loop for 18 months. I see what I've missed, as citizens of Pinole, I or we, lay complacent this is what happens behind the closed doors. Do we want this for our City? Pinole residents you need to call, email, visit City Hall, whatever it takes to get your message out there. If we all just lay down just like last night, they Devin, Anthony and Cameron walked all over the citizens of Pinole. We need our roads fixed, we need our City to be ADA compliant.

So far I have not read one good reason to change the system to an Elected Mayor. I like the current arrangement. Council members meet as equals and must work with cooperation and compromise in the best interests of the community. Each Council member serves a term as Mayor knowing any pet agenda will not gain much traction.

Jennifer Horn read into the record written comments/emails that had been received two weeks ago related to the topic of an Elected Mayor, as follows:

Jacquelin Nostaja, Dear City Council Members, Please VOTE NO on this item number, 10.A currently listed on the City Council Agenda scheduled for February 3, 2026. The City of Pinole does not need a full time and fully paid mayor to manage our City. I don't see how a dedicated mayor will improve the safety and lives of Pinole's citizens. In fact, it could hurt more people, depending on the authoritarian nature of this individual, the increased budget and more staff hours required to establish a mayor. There will be less funding to take care of infrastructure needs. I don't appreciate that the City wants to spend money to fund a ballot measure before all of the details are known (mostly budget and level of control and power) and what the impact there will be on City and its citizens. It is frivolous to spend tens of thousands of dollars to "see" if the citizens want a dedicated mayor. There are a number of less expensive ways to ask residents about their opinion on this topic. If a majority of people like the idea, then reconsider including it on the November 2026 ballot, since some of you may be running for re-lection. In the future, I will vote no to re-elect any Council member who votes yes to establish a special election for the June 2026 ballot. Thank you for your consideration. Jacquelin Nostaja

Jonathan B. Jarvis, I am writing in opposition to the proposed ballot measure to change the Pinole mayor position to elected vs a rotation of elected city council members. Having worked in government for more than 40 years, I can offer a few insights on soft power vs hard power. An old adage of the government is "if it's not broken, don't try to fix it". I have seen nothing "broken" about the current system. The city functions efficiently through elected city council, the professional staff, guided by the input of citizens. A rotating mayor is the height of democracy, as power is shared among the city council and no one council member can rule over the others. Pinole is a small city in the much larger Bay area, and I for one, appreciate the access to the city council and the city staff to propose and discuss issues. I have witnessed strong "authoritarian" style governance and it rarely serves the public well. The public are left with the only recourse to just wait till the next election or seek an expensive and ugly recall. The question really is about soft power vs hard power. As we are witnessing in the federal government, hard power, unchecked, can have serious consequences to the public. Hard power generally serves only the individual and a selected few. Successful soft power leaders work to build their skills of collaboration, communication, team work, active listening, and consensus building.

The question is really “what will serve the people of Pinole the best?”: In my opinion that is a consensus-based city council with a rotating mayor, the system we currently have. Jonathan B. Jarvis.

Kent Moritarty, continued reading into the record written comments/emails as follows:

Jodie Ingalls, Council, I voice my opposition to Agenda Item 10A Resolution Calling For Special Election And Submitting Questions Regarding Office Of Elected Mayor To Voters. It is not a question of whether or not the citizens of Pinole want an elected Mayor; the question first is whether or not they want to spend \$37k-\$55k estimated to find out if they want an elected Mayor, especially when this question could be included in the already scheduled poll and not cost them anything.* It is financially irresponsible to spend taxpayers money in this manner. You are not actually listening to the residents of Pinole if you think they want to spend their money on this.* I worry about how this will shape the future of Pinole government into the future; will the Mayor position attract up and coming politicians to serve one or two terms on their way to higher positions. Individuals who have no real ties to the city and do not plan to make Pinole their permanent home.* I could go on but I know I will only echo what others have said or will say on this matter. I have not encountered one person who is in favor of this. As an example there are 15 houses on my small street, each with two potential voters; of those 30 people 12 people (including myself) that I have spoken with are opposed to this. All 12 Pinole voters that I am in a book club with are opposed to this, most of which attended the January 20th council meeting and will be attending tonight or sending in their opposition. I urge you not to put the question on the June ballot nor any ballot. Please spend your energy and Pinole taxpayer's money on more pressing matters that will ACTUALLY make a difference in the lives of the people who live here. Sincerely, Jodie Ingalls Pinole resident.*

Ann Moriarty, concluded continued reading into the record written comments/emails as follows:

Janet Wilks, Council - I am urging you all to vote against placing the mayor question on the ballot. \$56,000 to just ask the question. Take a look at social media. One - a single voice in favor - and that person lives in Hercules! Several thousand hits on posts on this topic. Your constituents are watching. Stop the unending parade of increasing the cost of living in Pinole. Have you noticed that 'affordability' is the national outcry? Have you noticed that the fight against the consolidation of executive power is at the heart of every protest on the streets of our country? Pay heed to the voice of the people you represent. Janet Wilks.

Unidentified, I would like to voice my strong opposition to the City Council's move to establish an Elected Mayor for the City of Pinole, which allows for a concentration on of power in one individual. I have seen the negative impact that one individual council member, during their turn as mayor, can have on the operations of the city and the city staff. With our current system, such a negative impact is not able to grow roots, and no single individual can make a power grab, as the mayoral title shifts each year. With a rotating mayor, we benefit from a diverse representation bringing fresh ideas and perspectives each year. The added expense of putting this to a vote in a special election is spending money we should be putting toward city priorities.

Melanie Norton, I vote no on Agenda item 10a. Melanie Norton Resident of Pinole

Nancy Andrina, *To whom it may concern, Please VOTE NO on 10 a, no need for a direct Mayor Election. Thank you. Nancy Andrina.*

Noreen Buller, *Dear City Council please mark my objection to the idea of changing how we elect a mayor. Keep mayor rotation as it is! thank you, Noreen Buller- Realtor, Security Pacific Real Estate Brokerage.*

Paula Jarvis, *I would like to express my opposition to the proposal that we, the citizens of Pinole, begin the process to have an Elected Mayor system for Pinole. Please enter my attached comments into the public record. Thank you, Paula Jarvis citizen of Pinole.*

Pierrette Johnston, *I have been a Pinole resident for over 25 years and have found that the governing system we have has worked fine. It makes no sense to have a paid position for mayor! We are not a large city, other cities our size do not have a paid mayor, why do we need one? With the belt tightening going on in the economy, including in the city finances why would the council think this is a good idea?! Please do not move forward with this plan, I do not support it. Pierrette Johnston*

Cathy McFarland commented she had an informative meeting with the Directors of Finance and Public Works to go over a long list of questions about finances and projects. She reported the adopted budget for 2024/25 had authorized revenues totaling \$49.7 million and expenditures totaling \$96.1 million. A budget projection had assumed the net use of fund balance of \$46.3 million for all funds combined, which was not a balanced budget, but a financial disaster plan. She commented that retained fund balances at that rate were depleted and gone. She was informed the expenditures were for a five-year plan, but the adopted budget stated it was for 2024. She would like to know the truth and asked for accuracy about the figures being represented. She also detailed the original road maintenance budget for 2024/25 through many different funds, which was over \$11.7 million, although only \$1.6 million was actually spent.

The 2025/26 budget had over \$8 million and at six months, the total spent was only \$769,000, which added to over \$17 million not currently spent in the last year and a half. Although the Public Works Director stated there were limited funds currently to fix roads as planned, she could not answer questions where the money went.

Ms. McFarland added the reason the Finance Director gave during a recent City Council meeting about not wanting to put an Elected Mayor item on the November ballot, was deceptive and an unfounded excuse. The Finance Director had stated "Adding another measure would make the survey much longer, could cause survey fatigue and skew the survey results and four measures would push the limits and change the scope of work." She emphasized residents were tax fatigued and the wasted money for the self-serving June survey was appalling. She also found the consistent 3-2 majority was clearly sending red flags that the community and the City needed to pay attention to address. She suggested each and every resident needed to come together, scrutinize and question each and every action and item being presented, and preserve the City and stop the mind set taxpayers were the open financial wallets for whatever the City Council wanted.

Richard Cossel described his theory of pothole government, with potholes not repaired, because if they were, the City could not ask for more money. He also reported he received a rebate form/card in the mail and asked how the City was able to pay for rebates given his understanding the City was broke. After review, he found the source for the rebate was related to \$250,000 in Public Works weatherization, \$65,000 in professional services for strategic energy institute partnerships and Measure S 2014 funds, which were intended to be used for general purposes in Pinole, such as police, fire and maintenance of parks and streets. He suggested the City Council gets taxpayers to provide money for pothole repair which was in turn used for special projects. He questioned what other things the City Council was using taxpayer funds for that were not related to police, fire and maintenance of parks and streets. He also highlighted the following expenditures: \$40,000 for a Diversity, Equity and Inclusion (DEI) Consultant, \$25,000 for a Safety Update, \$50,000 for an Inclusionary Housing Nexus Study, \$14,000 for Pride Event, \$5,000 for Earth Day and \$3,000 for United Against Hate Week (UAHW). He found the City Council was wasting money and he urged the City Council to vote no on an Elected Mayor.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

There was no report.

1. Announcements: None

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Martinez-Rubin reported she attended the Contra Costa Mayors Conference with a representative from the State Hospital Council who provided a presentation on the State of Hospitals in California, with many issues intractable at this time given federal cuts and unknowns. She found the presentation to be disheartening given when there was a reduction in hospital and clinic services, if funded by the state, it affected the population, which had already been disproportionately represented or affected with greater health disparities. She hoped the Contra Costa Mayors would continue to raise this issue whether hospitals were public or private.

Council member Martinez-Rubin also reported she had participated in reading The Wild Robot, to the third-grade class at Stewart Elementary School; joined Pinole Police Officers to honor 2025 Officer of the Year, Andre Roberts; attended the State of the City Address which she highlighted and attended a recent WestCat Board meeting. She commented on the impacts on transportation given the increased expense of fuel and the fact taxpayers would be asked to consider an upcoming tax measure related to transportation on the November 2026 ballot. She urged taxpayers to be informed on the regional and local tax measures that were planned for the November ballot.

Council member Toms wished everyone a Happy Irish Heritage Month and Happy St. Patrick's Day. She too attended the Contra Costa Mayors Conference, with one of the highlights the hospital desert West County had experienced, which was likely to move to Central and East Counties and other parts of the State and which highlighted the dire need given the federal budget.

Council member Toms also attended the dinner honoring Andre Roberts as the City of Pinole's Officer of the Year, which event had been sponsored by the Elks Club, who also honored officers throughout the cities in West County and the Sheriff's Department. She also attended the State of the City Breakfast sponsored by the Bay Front Chamber of Commerce which included updates from the Mayors of the cities of Hercules, Pinole and Rodeo, and an update from Contra Costa County Supervisor Shanelle Scales-Preston on County budget issues.

In addition, Council member Toms attended a Bay Front Chamber of Commerce meeting with upcoming events including Bottles & Bites, a fundraiser for education at the Hercules Community Center, March 22, 2026 from 1:00 to 4:30 p.m.; Spring Mega-Mixer for Chamber of Commerce members and non-members at the Berkeley Country Club, April 21, 2026 and the Polar Plunge at the Hercules Sport Center on March 18, 2026, with more information for sponsoring any of the participants to take the plunge on social media. She also planned to attend the March 19, 2026 Association of Bay Area Governments (ABAG) Executive Committee meeting; March 20, 2026 East Bay Regional Communication System Authority (EBRCSA) meeting and the East Bay Wildfire Government Coalition meeting on March 25, 2026.

Council member Sasai reported he attended the WestCAT Board meeting and highlighted the agenda items including the extension of the Employment Agreement for the General Manager, who had been highly engaged, responsive and effective in his role, and he looked forward to continuing to work with him in the future. The WestCAT Board also reviewed and approved an increase to the WestCat Procurement Policy.

Council member Sasai also reported he was attending the National League of Cities Conference in Washington D.C. representing the City of Pinole, to stay informed on federal funding opportunities and evolving requirements as policies shifted at the national level. He found the discussions around Opioid Settlement funds very impactful and he hoped to bring best practices and information back to the community for future conversations with staff about the funding. He also planned to meet with Congressman John Garamendi and his staff to advocate for federal funding on behalf of the City of Pinole. He planned to request support for the acquisition of Rapid Deploy Crash Resistant Barricades in partnership with the City of Hercules, which would significantly enhance safety at community events, such as the Annual Car Show and any events where there were road closures so as to prevent unauthorized vehicle access into pedestrian areas. The barricades would reduce the need for extensive staffing during road closures, lower operational costs and improve event readiness and safety for the community. He thanked staff for preparing the request and prioritizing the safety of residents.

D. Council Requests for Future Agenda Items: None

E. City Manager Report / Department Staff

Interim City Manager Garrett Evans thanked the Mayor, City Council, staff and the community for the warm welcome to the City. He reported City staff was working on a myriad of capital improvement projects, development agreements, budgets and events. It was an honor working with the team and he looked forward to the next several months as the City recruited and appointed a new City Manager.

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. Nowruz

The City Council read into the record a proclamation recognizing March 20, 2026 as Nowruz, which was presented to Ushain Pakpour, who thanked the City Council for the proclamation on behalf of the Iranian community.

2. International Women's History Day and Women's History Month

The City Council read into the record a proclamation recognizing March 8, 2026 as International Women's History Day and the month of March as Women's History Month.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

B. Presentations

1. HdL Market Analytics Report

Finance Director Markisha Guillory introduced Principal Managing Director Barry Foster, HdL EconSolutions, who provided a PowerPoint presentation on Insight Market Analytics for the City of Pinole, and which included an overview of the consumer demographic profile, consumer demand & market supply assessment, VOID Retail Opportunities and community profile.

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

- VOID Retail Opportunities was again clarified, as were the big box retailers that preferred to go through the city processes easily and have cities work and welcome those retailers with site opportunities. Reported the International Council of Shopping Centers would hold an event in Monterey this month, with Mr. Foster planning to attend to represent a number of cities as part of an opportunity to match cities and locations with possible utilitarian restaurant users. (Martinez-Rubin)
- HdL worked with the City of Hercules on a program which offered up to \$50,000 in grants to help with startup costs for small businesses. (Martinez-Rubin)

- HdL also worked on a digital gift card program for small businesses throughout the State of California, which programs were important for the small business Mom and Pops and not intended for the big box retailers. Such programs may be a good fit for Pinole. (Martinez-Rubin)
- In terms of middle-sized retailers, the focus would be to find opportunities (physical locations) for those businesses in Pinole, which would take the right kind of footprint and market. Those retailers also sought an easy permitting/entitlement process. The City of Hercules' program for small businesses was identified as a successful example and that could be applied to mid-sized businesses. (Martinez-Rubin)
- The VOID Retail Opportunities used a specific software system where a location could be picked for a specific business to determine whether there was a void in Pinole and identify the nearest location of the business, and where in the Pinole marketplace there could be a good fit for the business. The data in the VOID Retail Opportunities showed significant dollars Pinole residents were spending outside of the community. As an example, while Pinole had a Big 5, the business had recently been purchased by another company, was not currently growing and involved a much smaller footprint than Dick's Sporting Goods. (Toms)
- The demographics for the City of Pinole, racial diversity and economic diversity and those trends had been part of the market analysis. HdL encouraged the City Council to read the full VOID Analysis which had more information than the PowerPoint presentation, and which would show the footprint of the business, potential for sales tax revenue, contact information for the business and what kind of location the business desired to locate. While there were duplicates in the VOID Analysis in terms of the businesses, businesses that were thought to be a good fit for Pinole were identified and there was a lot of leakage in those categories. (Sasai)
- The category of lawn garden and equipment supply store, as an example, had shown 100 percent leaving Pinole in the VOID Analysis. (Mayor Tave)
- For the category of clothing, a total of \$17.8 million had been shown leaving Pinole and for some of the categories that were 90 percent and above, they had looked at the categories and how many dollars were being spent, and how much was leaking out. (Mayor Tave)
- The Interim City Manager working with the Community Development Director would review the available spaces in Pinole, looking at the leakage and comparing that data, while also looking at the businesses looking to come into Pinole, time to market, balanced with incentive programs, particularly for the smaller businesses where prevailing wages had been a challenge. All factors would be weighed while looking at ways as to how the City could capture some of the leakage, some of which was caused by Amazon and Walmart. (Mayor Tave)
- The full report from HdL would be posted on the City website. (Mayor Tave)

- The opportunity gap and listing of retail shops by type was again clarified. The full report had taken into account online sales by category and product, which would be in the opportunity number and whatever was not being spent physically within the City of Pinole was leaking out, and included Internet online sales. (Martinez-Rubin)

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

2. Pinole Traffic Related Incidents – Police Chief Melissa Klawuhn

Interim City Manager Evans thanked Police Chief Melissa Klawuhn and her team for pulling the report together.

Police Chief Klawuhn introduced Commander Justin Rogers, who oversaw the Operations Bureau and Officer Franco Dalao, the newest Traffic Officer. A PowerPoint presentation was provided on Pinole Related Traffic Incidents, July 1 – December 31, 2025, which included an overview of traffic collisions from July to December 2025; a six month comparison of traffic collisions for the period of January–June 2025 and July–December 2025, and primary collision factors and collisions at intersections with a six month comparison for the same period; Collision Map: 6 Month Comparison for the same time period and a comparison of Driving under the Influence (DUI) offenses and citations, all for the same time period, with all vehicle collision data available on Citizen RIMS at pinole.citizenrims.com.

The following grants were also highlighted: Office of Traffic Safety (OTS) Grant - the City was awarded \$50,000 from a total request of \$266,000 in September 2025, to be used for DUI checkpoints, impaired driving training and extra enforcement patrols, DUI saturation patrols, distracted driving and pedestrian operations; and a Cannabis Tax Fund Grant through the California Highway Patrol (CHP) – the City was awarded \$99,000 of a total request of \$174,000 in June 2025, to be used for traffic motorcycle officer training for impaired driving and driving under the influence of drugs and alcohol and signage for DUI and impaired driving checkpoints.

Police Chief Klawuhn also reported that Officer Dalao had completed two grants for this year, including another OTS Grant and Cannabis Tax Fund Grant, to be used for more equipment and training. In addition, a motorcycle had been purchased with the use of Cannabis Tax Fund Grant funds which was in the process of being outfitted.

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

- The primary factor for collisions were unsafe turning movements. Whenever someone directed off the course of travel in an unsafe way, it was determined to be an unsafe turning movement and not necessarily due to an unsafe lane selection, which was a separate section that was tracked. (Toms)

- The trend in pedestrian and vehicle collisions typically occurred in shopping center parking lots due to people walking to and from the businesses and not paying attention. The Fitzgerald Drive and Appian Way intersection was a common area for pedestrian/vehicle collisions. With the passage of AB 2147 in 2022, the Freedom to Walk Act, limited enforcement capabilities for jaywalking unless it was determined to put someone in immediate hazard of a collision where enforcement could be done. This could affect the statistical information being provided. (Toms)
- Acknowledged concerns with traffic movements off of I-80 coming from the City of Hercules and getting off on the westbound off-ramp onto Pinole Valley Road. Pursuant to Section 22100 of the Vehicle Code for an Improper Lane Position, if there was a left-turn only and an arrow on the ground, it was only a left turn and if someone were to go from the right lane into the left lane, that was considered an improper turn, and the driver could be cited since that movement could cause a collision. People were urged to be aware of the roadway markings and roadway positions and know which way to go. (Martinez-Rubin)
- Red-light violations occurred mostly along Fitzgerald Drive and Appian Way, Tennent Avenue, Estates Avenue and Pinole Valley Road and near the I-80 on- and off-ramps. City cameras were located at Appian Way and Fitzgerald Drive that could be reviewed by the PPD, but there was no red-light camera/photo system in the area. (Martinez-Rubin)
- In the event someone was the victim of a hit and run accident, they were encouraged to be a good witness by keeping in mind the make, model, vehicle, license number, description of the driver and direction of travel. The PPD conducted significant follow-up for hit and run incidents or any collisions based on the information available and with internal systems able to be used to secure personal information, such as access to the Department of Motor Vehicles (DMV) registration. The PPD would exhaust all resources in the hopes of a successful outcome of finding the person at fault. (Martinez-Rubin)
- The most recent DUI checkpoint in Pinole resulted in no arrests. Statistically, DUI checkpoints did not necessarily have a very strong outcome of DUI arrests but served as a deterrent from drinking and driving and was used as an educational tool for drivers who came through the checkpoint. Oftentimes, law enforcement partnered with Mothers Against Drunk Driving (MADD) and provided written materials on MADD, information on the Cannabis Grant and other materials that could be distributed at the checkpoint about DUI and impaired driving. (Sasai)
- Two PPD officers were trained in the use of Light Detection and Ranging (LIDAR). In the new grant cycle, there had been a request for additional LIDAR and radar training and a request for funds to buy additional LIDAR units to outfit officers in each shift so they could utilize that resource while on patrol. (Sasai)
- Minor citations were clarified, with lights and registration a large share of the citations and the data also reflected parking enforcement with many citations for improperly parked vehicles or other equipment violations for parked vehicles. That information could be separated out but currently the information reflected all of the citations and those that officers had moved during traffic stops. (Sasai)

- Acknowledged concerns there was a section of the roadway near the senior and veterans housing on San Pablo Avenue that had no lane striping and with residents reaching out about close calls regarding vehicles getting close in the left and right lanes. As to the number of collisions that had occurred in that corridor, staff did not currently have that information but it could be provided via email. (Sasai)
- Acknowledged there were certain areas of the City that should have improved street markings, although the PPD was good at communicating that need with Public Works, with the knowledge it took time to get things done. In the meantime, the PPD would be proactive and maintain a visible presence. Hopefully, that would slow people down, with enforcement a deterrent and option to slow the speed of traffic until all markings were completed. (Mayor Tave)
- Clarified again the six-month data and comparisons for traffic citations as part of the PowerPoint presentation, with the data having identified all citations that had been issued for that period for moving or non-moving citations or other infraction. When enforcement stops were made by the PPD, the PPD had the discretion whether or not to issue a citation. Oftentimes, the PPD took a humanistic approach when making enforcement stops and could provide a warning, where applicable and warranted. As to how many of the citations issued were for Pinole residents or people outside of Pinole, that information could be gleaned from Stop Data from the state. (Mayor Tave)
- The PPD provided a presentation about traffic safety to the Pinole Senior Center in December 2025, and those efforts would continue. The PPD also reached out to Vista Woods about a potential presentation. Staff also noted the DMV had a Priority Reexamine Form that could be used as a resource when there was a certain factor, whether medical, a disability or old age, where the PPD, could force the driver to retake the driver's exam through the DMV based on specific factors. The DMV would administer the test to determine whether the driver was still fit to drive. That resource was available to protect older drivers. (Martinez-Rubin)
- In terms of driverless vehicles, the Police Chief recently attended a session with a safety consultant from Tesla, who spoke about automated vehicles. There was a range of automated vehicles from non- to fully-automated, with the technology ever changing, and with the CHP the representative for that development for the State, since there would be enforcement actions that local police departments and the Sheriff's Department would have to take once those vehicles were more prevalent on the roads. Depending on the level of automation, the responsibility of the driver would also shift, with laws and legislation forthcoming. (Mayor Tave)

PUBLIC COMMENTS OPENED

Rafael Menis commented that recently there had been a major power outage in the City of San Francisco with the external communication for many of the automated vehicles having broken down and with the vehicles blocking city streets. He asked if the City had any plan for what to do if that situation occurred in Pinole. He also referenced the heat map density for collisions for the January-June 2025 period for the intersection of Appian Way and San Pablo Avenue, where Appian Way turned into Pinon Avenue, which had been marked as a collision point.

While he recognized the Active Transportation Plan (ATP) had a left hand turn signal being installed as one of the proposed improvements, Mr. Menis was uncertain what timeline that improvement would occur. If someone was turning left on the green light and someone was going straight through the intersection, the person going straight had the right of way or a pedestrian had the right of way, but if someone turning right was to stay in the right lane, he asked if they could turn left and stay in the left lane, or whether they had to wait for all cars turning right to move through first and then turn left. He also asked the City Council to move forward on the ATP's implementation of having a properly signalized left hand turn intersection to ensure fewer collisions.

There was a brief conversation between Officer Dalao and Mr. Menis from the audience which was not captured for the record.

Officer Dalao explained the intersection had a left turn lane, a straight lane and a right onto San Pablo Avenue eastbound, and the opposite on Pinon Avenue had a straight lane and a left onto eastbound San Pablo Avenue. Both Pinon Avenue traffic turning left and Appian Way traffic turning left, could turn at the same time, as long as traffic was clear for the straight traffic and not impeding and safe to do so, they could turn. He added the Appian Way traffic had to stop for a red turn because for Pinon Avenue traffic to make a left turn in that area, they had to have a green light, and that would force Appian Way to have to stop to clear traffic.

Mayor Tave asked that the conversation between Officer Dalao and Mr. Menis be summarized since he wanted to ensure the questions were answered but comprehensively.

Interim City Manager Evans suggested the Public Works Director could provide more clarification offline and in more detail.

PUBLIC COMMENTS CLOSED

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 March 3, 2026.
- B. Receive the February 28, 2026 – March 13, 2026 List of Warrants in the Amount of \$1,270,786.68 and the March 13, 2026 Payroll in the Amount of \$546,837.01.
- C. Adopt a Resolution Authorizing the City Manager to Award a Contract to Energy Resources Integration, LLC for the Development of a Municipal Building Decarbonization Plan in the Amount of \$72,300 Fully Funded by California Energy Commission Grant Funds. **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**

- D. Second Read and Adoption of a Pinole Municipal Code and Three Corridors Specific Plan Amendment to Prohibit New Service Stations, Establish Regulations for Existing Legal Nonconforming Service Stations, and Establish Regulations for Alternative Fuel Stations. **Action: Adopt Ordinance on Second Reading (David Hanham, Justin Shiu)**
- E. Adopt a Resolution to Approve the Purchase of Two Blowers for the Wastewater Treatment Plan (CIP Project #SS2501). **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

PUBLIC COMMENTS OPENED

Rafael Menis provided the following comments on the Consent Calendar:

- Item 9B, Page 48 of 359 of the agenda packet, Vendor: PER03, California Public Employees' Retirement System, noted several instances where there was interest assessed due to untimely payments which he did not recall seeing on prior lists of warrants. Was curious as to why this happened and whether there were ways for the City to prevent this from happening in the future.
- Item 9D, was glad to see the City was moving forward and supported the item.
- Item 9E, commented on the semi-emergency purchase of new blowers and noted members of the public frequently issued criticism over expenditures in the \$5,000 to \$50,000 range. This expenditure would be \$237,000 and he agreed this was an appropriate item to bring forward since the City would need to have the blowers before there no replacement available; but it was worthwhile to note, there were no members of the public to comment on the significant expenditure on the Consent Calendar.

PUBLIC COMMENTS CLOSED

Interim City Manager Evans advised he would do more research on Item B and provide that to the City Council. For Item 9E, he would work with the City Council to identify a preferred threshold for the placement of items on the regular business portion of the meeting agenda as opposed to the Consent Calendar.

ACTION: Motion by Council members Sasai/Toms to approve Consent Calendar Items 9A through 9E, as shown.

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

10. PUBLIC HEARINGS: None

11. OLD BUSINESS: None

12. NEW BUSINESS

- A. Adopt a Resolution to Accept the Safety Improvements at Appian Way and Marlesta Road (CIP Project #RO1714) as Complete and Approve Filing of Notice of Completion. **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

Interim City Manager Evans introduced the item and reported the project came in approximately 16 percent below budget. He thanked staff for that result and the community for its investment through the use of Measure S funds.

Public Works Director Heba El-Guindy provided a PowerPoint presentation on the Safety Improvements at the Intersection of Appian Way and Marlesta Road (CIP Project #RO1714), which included an overview of the improvements: new traffic control signal, high visibility crosswalks across the intersection legs, Green bicycle lanes treatment on Appian Way, slurry seal of the intersection and advance warning signs; the project schedule and the construction funding.

Public Works Director El-Guindy recommended the City Council adopt a Resolution to Accept the Safety Improvements at Appian Way and Marlesta Road (CIP Project #RO1714) as Complete and Approve Filing of Notice of Completion.

Responding to questions from the City Council, Public Works Director El-Guindy clarified the following:

- Staff acknowledged a concern from a local resident on Marlesta Road that a WestCat bus traveling on Marlesta Road turning onto Appian Way had not been picked up by the sensors. While the sensors on Marlesta Road were in the position they were supposed to be, staff would follow-up and coordinate with the County. (Toms)
- Staff acknowledged a concern of instances where from Marlesta Road onto Appian Way turning right towards the Bay, there was a lengthy period before the green light signal, which could be an issue with the timing and/or the detection, and staff would follow-up. (Martinez-Rubin)
- Acknowledged appreciation for the completion of the project and for the safety improvements provided, particularly for crossing pedestrians. (Martinez-Rubin)

City Clerk Bell-Spears reported Council member Sasai had exited the meeting via his remote participation.

Mayor Tave thanked staff for the short-to-the-point presentation for a project that would ensure the intersection was safer and which he described as a celebrated win for the Public Works Department and the City of Pinole.

PUBLIC COMMENTS OPENED

Rafael Menis was pleased the City got the project done on time, well under budget, around 19 percent under the contingency and 7 percent under the non-contingency costs. He asked the Public Works Director in her experience how often had she seen projects under budget by this amount.

PUBLIC COMMENTS CLOSED

Public Works Director El-Guindy stated it did happen that projects came in under budget and it depended on the type of project. In this case, the timing of when the signal equipment was ordered versus when the actual construction had taken place had worked in the City's favor. She also commended her predecessor, the former Public Works Director Sanjay Mishra, who had also worked on the project.

ACTION: Motion by Council members Toms/Martinez-Rubin to adopt a Resolution to Accept the Safety Improvements at Appian Way and Marlesta Road (CIP Project #RO1714) as Complete and Approve Filing of Notice of Completion.

Vote:	Passed	3-0-2
	Ayes:	Tave, Martinez-Rubin, Toms
	Noes:	None
	Abstain:	None
	Absent:	Murphy, Sasai

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.*

Rafael Menis reported on the overall rates of COVID-19 and Influenza Type A in the region of Contra Costa County and in the state as a whole, with COVID-19 rates significantly declining but with a site in Alameda County that was high. Nationally, the levels were low for COVID-19 with Influenza Type A at the low level in the state and very low for the country; however, and while it may be safe to be maskless in crowded areas, those who were immunocompromised or caring for elderly individuals should continue to maintain precautions.

Mr. Menis also reported that Indivisible North Bay would be holding a rally on March 28, 2026 at the Fernandez Park gazebo from 10:00 to 11:00 a.m. with the community invited, although with space limited due to the City's permitting rules. People were asked to register in advance at mobilize.us/indivisiblenortheastbay/event/911746. Following that event, a protest was planned at the intersection of San Pablo and Tennent Avenues from 11:00 a.m. to 12:30 p.m., with the PPD notified of the event and with increased support to be provided. Interested persons may register for the event at mobilize.us/mobilize/event/902827.

14. ADJOURN to the Special City Council Meeting of March 24, 2026 in Remembrance of Amber Swartz.

At 8:46 p.m., Mayor Tave adjourned to a Special City Council Meeting on March 24, 2026 in Remembrance of Amber Swartz.

Submitted by:

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

**CITY COUNCIL MEETING
MINUTES
March 24, 2026**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Tave called the Special Meeting of the City Council to order at 6:00 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

Anthony Tave, Mayor
Devin Murphy, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Maureen Toms, Council Member
Cameron Sasai, Council Member*
*Arrived at 6:30 p.m.

B. STAFF PRESENT

Garrett Evans, Interim City Manager
Heather Bell-Spears, City Clerk
Eric Casher, City Attorney
Melissa Klawuhn, Police Chief
Markisha Guillory, Finance Director
Fiona Epps, Communications Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Spears announced the agenda had been posted on March 23, 2026 at 12:00 p.m. with all legally required written notices.

City Clerk Bell-Spears also reported for Special Meetings, the noticing requirement was 24-hours in advance of the meeting time. She added that 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. 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.

Jennifer Horn continued reading into the record written comments/emails received related to the topic of an Elected Mayor/Measure D, as follows:

Joan Goularte, The current city council gets paid, and the mayor for that year gets a stipend. That's enough! The city manager makes a good salary and that is who really runs the city. Use the \$25k and pave the sink hole at the park on PVR. Joan Goularte.

Roberta Bartlett, I am against this special election. The cost involved with this action could be better spent on a number of things this city needs: Road repair Additional police officers Traffic safety on San Pablo Avenue in front of the new senior housing. More street sweeping. Modernizing San Pablo Avenue Bring businesses to Appian 80 Shopping Center. A rotating mayor keeps ideas new and gives all council members equal time. I am against a permanent mayor position due to the cost of a maintaining salary plus benefits. Roberta Bartlett.

Susan Dunlap, I have lived in Pinole for 40 years since moving here as a teacher at Richmond High School. I have found the rotating position of mayor to work effectively for a city the size of Pinole. I urge you to vote no on this proposal to spend approximately \$25,000 on an election to see if citizens want to switch to a rotating position. I support the recent increased stipend for council members given your responsibilities but I have not seen any outreach to the citizens to explain the need for or benefit of this change. Given our current fiscal situation, I do not support spending our tax dollars on the election or if we changed to the directly-elected mayor position, the ongoing increased costs of that position. Please vote no on this proposal! Susan Dunlap.

Theresa Bailey, Please do not change the format for the mayor and expect taxpayers to pay \$25000. Please take the time to slowly drive thru the streets of Pinole to note the poor condition of our streets. The potholes are terrible. Before spending money, look at what the city needs for repairs. \$25,000 is not a lot of money for repairs but one pothole filled would help. Thank you Theresa Bailey.

Joe Sosensky, I have been reading about the Pinole City Council's proposal to put a question on the ballot to determine whether the city will have a full-time, fully paid mayor's position. Clearly, the city of Pinole has been struggling to fund our basic services already.

We have one of the higher sales tax rates in California and a new increase put into effect every few years. Our 10.25% rate is as much as three percent higher than that of other communities. The additional salary to be paid a full-time mayor- as well as likely additional compensation- could be better used to address current or future shortfalls in funding...

William Horton opposed Measure D which would drain \$55,000 from the City's budget to create a separately Elected Mayor, the current Mayoral rotation still worked well and four different Mayors in a four-year period provided a good variety of leadership. He quoted Theodore Roosevelt and pointed out all Council members were democratically elected by the voters and anytime a Council member became Mayor, they would have a couple of years working with citizens and the budget, which experience benefited everyone. Measure D would not guarantee new funds or ideas and he planned to vote no on Measure D.

Rafael Menis invited everyone to a protest on March 28, 2026 from 11:00 a.m. to 12:30 p.m. at the intersection of Tennent and San Pablo Avenues, registration required. Interested participants could also join an earlier rally at the Fernandez Park gazebo from 10:00 a.m. to 11:00 a.m. He noted due to the City's permit requirements, registration was limited and people were asked to register at mobilize.us. He was otherwise surprised to find when going through the registration process for the permit, to learn amplified sound was not permitted at the gazebo or in Fernandez Park, although in the past he had seen amplified sound allowed during numerous events at Fernandez Park.

Debbie Long commented that in the last week the ballot arguments in favor of or against Measure D, for an Elected Mayor were due. No arguments had been submitted in favor of an Elected Mayor or a rebuttal to the argument against Measure D to be placed on the November ballot. It looked like the Council majority in support of spending \$55,000 of taxpayer money to place this on the ballot could not defend their own position. This justified the position that the three Council members who voted to place the item on the ballot were fiscally irresponsible.

Ms. Long also commented that during the March 17, 2026 City Council meeting, she had asked where Council member Sasai and Mayor Pro Tem Murphy were, and while it was unclear, it appeared that Council member Sasai participated in the meeting via Zoom whereas Mayor Pro Tem Murphy was expected to join in. While asking a follow-up question, whether both Council members were out of state, she was informed yes but no other further explanation was given. In doing a follow-up, she found that both Council members were in Washington D.C. on the taxpayers' dime again. She asked why this was not listed on the meeting agenda since both Council members knew well ahead of time they would not be at the meeting, as well as it being a requirement of the Brown Act. This appeared to be a known requirement since on February 25, 2026, during the Community Services Commission meeting, that meeting agenda stated that Commissioner Avila was attending via Zoom and her location was specific with the name of the hotel and full address including the City where she was participating. She asked why this information had not been included for Council members who don't attend meetings in-person. She asked if they were trying to deliberately keep their travel a secret.

Ms. Long added if a City Council member in the State of California and pursuant to the Brown Act Zoomed in from a remote location that was not posted on the meeting agenda and did not meet specific legal exceptions, such as just cause or emergency circumstances, it generally negated their ability to participate in that meeting and prevented their votes from being counted.

Ms. Long requested that any votes taken by Council member Sasai be removed from the March 17, 2026 meeting. She could only deduce this lack of information was done to conceal that both Council members were in Washington D.C. at taxpayers' expense. She requested a response from the City Attorney either via email or at the next City Council meeting.

Peter Murray continued reading into the record written comments/emails received related to the topic of an Elected Mayor/Measure D, as follows:

Joe Sosensky, ...As cities go, Pinole is a relatively small one. I don't feel there is a need for a full-time mayor at additional expense. I believe our established structure of rotating mayors is functioning reasonably well. Now it's simply up to our elected officials to use our resources wisely and effectively spent. Thank you for your attention. Joe Sosensky Pinole resident.

Bill Miller, I think it's fine the way it is.

Diane Strong, I think it's fine the way it is!

Elena Lyman, Hello I am a Pinole resident and I support our City Council and Mayor-Pro-Tems. I do not support spending \$25,000 to put a question on the ballot. Please spend that money on our roads or our community events. Thank you very much, Elena Lyman.

Earl and Shirley Hogg, To the Pinole City Council, We oppose the paid position for the Mayor of Pinole. If our City Manager is unable to handle the finances of the City of Pinole, perhaps he needs to be replaced. Respectfully yours, Earl and Shirley Hogg.

Basem Khalil, Pinole is a small town, a municipality. Lately, the city council is engaging in non-essential issues such as parades, denying ICE from using city property

Mary Horton, former Mayor of the City of Pinole, spoke in favor of a rotational Mayor system and against Measure D, for a directly Elected Mayor. She commented that diversity, equity and inclusion was currently under fire and she found as a past Mayor who had rotated in the Mayor's chair four times, the best way to preserve diversity was through that methodology. There had been diversity on the City Council and through former Mayors, and through the rotational system that diversity was preserved and very important in Pinole. While a Council member suggested this was all about white men, she pointed out that had not been the case since 1990, when she had been a member of the City Council. She supported the rotational Mayor methodology and reiterated her opposition to Measure D.

Mayor Pro Tem Murphy asked staff to look into the amplification issue at City parks and get back to the City Council.

5. OLD BUSINESS

- A. Commercial Cannabis Workshop. **Action: Provide direction per Staff Recommendation (Eric Casher, Fiona Epps, Melissa Klawuhn, Markisha Guillory)**

Interim City Manager Garrett Evans introduced the Commercial Cannabis Workshop, with the City Attorney and other Department Heads to provide background information.

City Attorney Eric Casher provided a PowerPoint presentation and was joined by Police Chief Melissa Klawuhn, Finance Director Markisha Guillory and Communications Director Fiona Epps. An overview of Procedure and Implementation of a Commercial Cannabis Program was provided and included the background of cannabis consumption which was legal under state law and which allowed local governments to regulate or prohibit commercial cannabis businesses within their jurisdiction.

During the November 4, 2025 City Council meeting, staff was directed to prepare a presentation and report regarding the process and implementation of a Commercial Cannabis Program via ordinance. The types of cannabis businesses; regulations; economic contributions/fiscal impact; community and engagement plan and public safety impact were all highlighted.

Staff recommended the City Council provide direction regarding any or all of the following:

- Prepare a Request for Proposal (RFP) for a consultant to conduct an analysis of potential expenditures and revenues associated with establishing a cannabis program.
- Initiate the proposed outreach and communication strategy to engage the community in the preparation of a Commercial Cannabis Ordinance.
- Prepare a draft Commercial Cannabis Ordinance, including the types of allowed cannabis businesses, and the requirements to obtain a permit, to include in the ordinance.

Interim City Manager Evans reported he had reached out to a developer who had sited several cannabis dispensary/retail stores in Contra Costa County to solicit feedback about the City of Pinole, and who informed him a 5,000 square foot store generated between \$15 to \$20 million. Cities may have four to five percent gross receipts, with the cities of Berkeley, San Francisco and Richmond at about five percent and Contra Costa County about four percent. For Pinole, between \$600,000 to \$800,000 a year was anticipated from such a facility, if done well, and where public safety and all other concerns were taken into account. If directed by the City Council, a consultant would be able to double check everything.

Responding to questions from the City Council, Interim City Manager Evans, City Attorney Casher, Finance Director Guillory, Communications Director Epps, and Police Chief Klawuhn clarified the following:

- The estimated costs of attorney's fees and staff costs for drafting a Fiscal Impact Report could be provided to the City Council and indirect staff costs could be captured as well. (Toms)
- With respect to security, staff was in favor of having security on-site and noted some cities required security on-site after hours and some had moved to a camera system with a live feed directly to the Police Department, which would be beneficial to the Pinole Police Department (PPD). (Sasai)

- In terms of armed security, that could be discussed further given there would be some benefit but that should be analyzed and looked into further. (Sasai)
- Typically, the retailer would provide an operating agreement that would include a site plan and security plan and detail what was proposed by way of security. Some locations may require heightened security. The City could add as part of a City ordinance, either codified through the Pinole Municipal Code (PMC) or permitting process, minimum standards for security that would be consistent for any and all commercial retailers, and more information could be gathered with proposed recommendations for the City Council to consider. Also, the operating agreement could state at the discretion of the Police Chief, security could be increased or decreased giving the Police Chief flexibility. (Sasai)
- The City of Pittsburg, as an example, regulated cannabis business licenses by permitting one license per 25,000 in population, and the Pittsburg City Council worked to ensure there was no concentration of such businesses within one zone. (Sasai)
- The State requirements and buffer zones for cannabis dispensaries and cultivation sites would be taken into consideration with sites mapped where a potential facility could be located and staff would work with the City Council to determine acceptability. The buffer zones mandated by the State of California was 600-feet from a daycare and schools and such establishments but the City could have stricter standards. Most cities had stricter standards and data could be pulled for City Council review. (Sasai)
- The types of cannabis businesses were again clarified. There were many factors in the type of establishment permitted in a city. Oftentimes, it was due to revenue generation depending on the particular permitted use, with public safety a concern with all of the types of cannabis businesses. An economic analysis and consultant led-analysis would inform and provide data on that topic. It was noted that cultivation and processing of cannabis could have odors and some communities had not permitted those types of cannabis businesses as a result. (Sasai)
- Cultivation/distribution/delivery types of cannabis businesses would be a challenge for revenue versus retail stores, which was pretty regulated. Weedmaps, where one could learn, find and order weed, would show that deliveries were currently occurring throughout the community, and it was difficult to gage those numbers but it was easier on the retail dispensary side. Whether this effort would allow the City to generate revenue from existing deliveries, as an example, was one of the conditions the consultant should be challenged with on how cities could best capture that revenue, a critical component that could be brought back to the City Council. (Sasai)
- Interim City Manager Evans reached out to a developer who sited several cannabis dispensary/retail stores in Contra Costa County and during those discussions, there was feedback provided whether there was interest in the Pinole area for such businesses. Input was provided that cannabis businesses liked retail areas and locations near the freeway, which increased the client base. (Martinez-Rubin)

- Acknowledged a request for the consultant to include in any analysis why commercial cannabis should be considered as a potential revenue source, relative to what would be generated and the start-up costs for a business that would offer one type of activity only, such as retail only; request to provide information on the potential revenue that could be generated from storefront activity relative to everything else that had to occur to have the product in the storefront; request for a business plan to be part of any agreement if it came to that; and consider the costs of legal fees for potentially drafting an ordinance and costs across City departments in the long-term. Given the unknowns, acknowledged concern with the costs for ongoing administration and enforcement. Also acknowledged a request for additional information on the type and size of business activity they were speaking of, the number of potential dispensaries that could be potentially located in Pinole, how many industrial areas Pinole had and how much accommodation there could be for the type of business that would meet the minimum State requirements for a buffer zone for such businesses, along with a possible increase of the buffer zone if the City were to impose stricter regulations. Acknowledged the emphasis that all of this information would help the City Council make an informed decision. (Martinez-Rubin)
- Also, acknowledged a request to initiate the proposed outreach and communication strategy to engage the community in the preparation of a Commercial Cannabis Ordinance prior to engaging a consultant, given that community engagement was essential to guide any policy the City Council may consider and since the staff report indicated it was a given the City Council would consider an ordinance, rather than an assessment of whether there was a need for a Commercial Cannabis Ordinance, with the only point of argument being to generate money. Acknowledged concerns with normalizing the use of a drug and the perception there would be no harm with its use. Acknowledged a request for staff to assess the societal impacts of having a retail cultivation that was just beyond dollars, and look at real case studies and cities, possibly two to three facilities in Contra Costa County, and share with the City Council whether there were any issues with loitering or traffic, as examples, and share that data point with the City Council. Whether that would be part of an analysis a consultant would do, it was suggested there could be an ad-alternate to the RFP for specifics that could be added into the contract. (Martinez-Rubin)
- Acknowledged a request to review the commercial cannabis regulations and zoning restrictions for Solano, Napa and Marin Counties. (Mayor Pro Tem Murphy)
- A Commercial Cannabis Study would include some of the factors outlined in the PowerPoint presentation such as projected revenues and expenditures associated with establishing a Commercial Cannabis Program, licensing and application fees for the dispensaries, staffing needs, regulatory compliance costs and anticipated market activity. A more detailed analysis that included other factors could expand the scope of work. Staff confirmed the goal would be to have a licensing program for commercial cannabis that was cost recoverable. (Mayor Pro Tem Murphy)

- Whether there would be ongoing review periods or opportunities to revise the Commercial Cannabis Program after implementation, that could be done since the ordinance could always be amended through a first and second read as part of an ordinance amendment. (Mayor Pro Tem Murphy)
- Commercial cannabis licenses would be reviewed in the same way the City reviewed typical licensing through the Community Development Department and a business license application review would be included. Staff could confirm compliance with state licensing requirements as well. In terms of the potential revocation of a commercial cannabis license, the license would include requirements for compliance and there would be a renewal period and possibly periodic checks to ensure compliance. If the applicant failed to comply with any reporting requirements, that could be the basis for removal or rescission of a license and would be a policy decision and something where the City Council could provide direction. (Mayor Pro Tem Murphy)
- In terms of community engagement related to Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act, staff had not done much community engagement at this time, but that would change if the City Council were to consider leading any kind of public workshops. Information on Proposition 64 was available online. (Mayor Pro Tem Murphy)
- Whether staff was considering data from other cities, which had shown the impacts from cannabis businesses on crime rates, no specific data sets were available from the cities that had commercial cannabis businesses. That information was difficult to quantify. Speaking with Police Chiefs in cities with commercial cannabis businesses, they were unable to provide hard numbers but staff could push for more information. Staff emphasized the more proactive they were in the safety plan and working with the developers to ensure they had a solid security plan, both hard security and physical security of the location and practices, such as how businesses were securing cash and product after hours, would help deter crime. Acknowledged a request for more baseline data about how commercial cannabis businesses were impacting crime, when that crime was happening, in what businesses and what cities, which information would be helpful. (Mayor Pro Tem Murphy)
- In terms of specific locations where there was an increase in crime, that data was currently collected now whether a commercial business or residential and the Pinole Police Department (PPD) looked at Calls for Service (CFS) and worked with the resident or business to mitigate the volume of CFS as much as possible, which would carry over for this type of business as well. (Mayor Pro Tem Murphy)
- Staff recommended the City increase its camera system in the event commercial cannabis businesses were permitted. A live feed camera would come directly to the PPD and would assist in the response to a location, although there was no staff to monitor the cameras at all times. Most of the time camera systems were used after the fact to identify individuals who were responsible for a crime. (Mayor Pro Tem Murphy)

- It was the Police Chief's opinion that a commercial cannabis business be placed as far away from the freeway as possible, since if a crime occurred it allowed the PPD a better chance to apprehend suspects before reaching the freeway while recognizing from a business standpoint, it made sense for such a business to be closer to the freeway where people who may not be residents may stop in and make purchases. Staff reported the area of Fitzgerald Drive experienced a lot of shoplifting with most calls to the PPD from the businesses themselves. This had been a challenge since oftentimes those committing the crimes were not citizens of Pinole but people committing the crimes and leaving the City. Acknowledged a request that a follow-up presentation include data that proved the location of a commercial cannabis facility should not be near a freeway. Staff acknowledged not every type of commercial cannabis business, as outlined in the PowerPoint presentation, needed freeway visibility such as warehouse/distribution, which made sense to be located in a more industrial area. Staff could provide the best data possible, but there were lots of variables on this topic. (Mayor Pro Tem Murphy)
- The City received \$99,000 as part of a Cannabis Grant for this current fiscal year. Another application had been submitted in February 2026 for \$174,000 in funding. The funding the City had received allowed for the purchase of a traffic motorcycle, which would be on the street soon. Funds also provided training for PPD officers to recognize impaired drivers and outreach and education materials about driving under the influence of cannabis. Staff would follow-up on the status of funding for the grant application submitted in February 2026. (Mayor Pro Tem Murphy)
- The process for considering commercial cannabis licenses was yet to be determined. There could be an RFP process or a Request for Qualification (RFQ) for operators but again the process was yet to be determined with the City Council to weigh-in along with collaboration with the community. Clarified the operating agreements would come before the City Council for approval with the issuance of the license an administrative function. (Mayor Pro Tem Murphy)
- Confirmed much of the prior data on this topic, which had last been discussed in 2021, had to be updated. (Mayor Tave)
- If the City Council were to move forward to develop a Commercial Cannabis Ordinance, it would involve a first and second read, although staff was interested in hearing from the community and having more workshops and standalone discussions, which would take some time. If moving forward with a consultant that would also take some time resulting in a lengthy process. (Mayor Tave)
- A social equity program could be included in the RFP and could be considered and discussed. (Mayor Tave)
- If the City Council decided to move forward, a Commercial Cannabis Program could be set up. If as an example the City Council decided to issue two licenses, an RFP for operators to submit a proposal for those two licenses would be issued, to be evaluated and assessed with a recommendation brought forward to the City Council. (Mayor Pro Tem Murphy)

- An agreement would be approved by the City Council in an open meeting and weigh-in on the terms of the agreement, if needed. It would be a competitive procurement, since the City did not have anything in its current Procurement Policy for this type of procurement, but that process would be developed through this process and include identification of the standards to be set, qualifications, and then development of a procurement policy for those retailers through this exercise. (Mayor Pro Tem Murphy)

PUBLIC COMMENTS OPENED

Debbie Long stated she was not necessarily opposed to commercial cannabis but was opposed at this time. The City had too much on its plate and she commented on the time the City Council had taken to have the current discussion, staff time required to follow through and get all of this done, which cost money. The City was again coming to residents to consider several taxes and that money could be better spent towards potholes. She asked whether the grants discussed were specific to PPD needs or whether the funds could be used for consultants or cover any staff time. She suggested there were plenty of cannabis clubs to meet anyone's needs, with locations in El Sobrante and at Hilltop in Richmond. She knew people who used cannabis and was not judging anyone that did, but it was a matter of timing and now was not the time. She would also like to ensure there were enough tools included in a permit for commercial cannabis to ensure strict compliance.

As an example, Ms. Long stated it should not take three strikes you're out, but it would depend on the strike. She suggested any crime was too much crime. She also wanted more information on police calls to such facilities, such as what would the call entail, who was the victim and how was the victim affected. She reiterated one crime was too many, the timing was not right to pursue this topic but possibly next year. She emphasized the City needed to figure out what it was doing between the budget and taxes.

Cathy McFarland suggested the City Council was considering adding cannabis dispensaries to save the City from mismanagement and irresponsible spending of tax dollars. She commented a basic study for the project could cost between \$25,000 and \$50,000 or more. She asked the City Council to stop wasting money and create solutions to problems. Rather, she wanted to see the vacant lots, as identified in the City's asset list dated June 3, 2024, in which the City was paying taxes, insurance and maintenance, to be sold to gain revenue for the City.

Ms. McFarland stated she had shared in October or November 2025, a list of the top 20 dangerous cities in the state, two of which were located in Contra Costa County; the cities of Richmond and Antioch. She pointed out all 20 cities had cannabis sales. She suggested there was a correlation between drugs and crimes, and referenced two reports to support her comments, which information she had previously submitted for the record. She added the City had mentioned both of those cities in the PowerPoint presentation as examples for pushing cannabis dispensaries in Pinole in 2025.

Ms. McFarland also reported total cannabis sales for the State of California for 2024 was approximately \$4.6 billion, and in Contra Costa County \$107 million, with total alcohol sales in the State of California in 2024 at \$29.4 billion. She suggested the City wanted to encourage and profit off of those with addictions for money by allowing cannabis shops, but at the same time educate people about the use of cannabis. She found that to be an oxymoron.

Ms. McFarland suggested they were creating a problem and coming up with a solution that never fixed the problem but would be used as a revenue stream of income. She supported no cannabis dispensaries in Pinole.

Peter Murray commented this issue had been debated years ago. He questioned what happened to all of the documentation from prior discussions, expressing concern the City could spend upwards of \$60,000 for someone to tell them the same thing that was already somewhere in a drawer at City Hall. He understood the City Attorney was present for those presentations at that time and again questioned whether the City was going to rehash what had already been discussed or whether there were some new findings. He questioned whether the City may possibly permit two licenses for commercial cannabis businesses and suggested they were not needed in Pinole since there were plenty of dispensaries outside of Pinole. He also questioned whether or not serious numbers had been identified to address all of the issues that could be created if this was permitted and what would be done for those people who had problems with cannabis, or the fact it could lead to a deeper involvement in drugs. There were already issues in Oakland, San Francisco and Richmond, and those were not the communities he wanted to emulate. Pinole was a virtuous City, and should be desired as a family town not a high-end metropolitan city that accepted such issues. He suggested cannabis was not needed, it had been decided years ago it was not needed, and the City Council should learn from the people who preceded them.

Mary Horton urged the City Council to listen to the people. She was aware Council members have had conversations, supporters and special interests that had encouraged this dialogue, but she encouraged the City Council to keep the eye on the ball. She found this type of business was not needed and Pinole had a small police force. Pinole had problems in its small city with limited time and money to deal with them. Restaurants along San Pablo Avenue and more were suffering since COVID-19, and she wondered where the staff time, devotion, resources and money had gone to help struggling local restaurants/businesses. There had also been graffiti on a local building reading "fire the Mayor and fix the roads" with the response from the Mayor at that time they would "get those people who graffitied the building and hold them to account." The problems in the City were roads, ancillary crime, keeping the City safe and maintaining parks, which were the issues in front of the City Council. She suggested if going to the voters for support, there would likely be a solid and decisive no, and she begged the City Council to look at the issues in front of them and possibly table this topic for another time, again with other jurisdictions handling cannabis just fine. She urged the City Council to vote no.

Jesson de Leon stated he had called in after seeing the Special Meeting agenda item. Based on a fiscal perspective, the \$600,000 in projected revenue was generously on the high end considering the State of California and the Governor had reduced taxes for existing cannabis businesses because the cannabis industry was in decline. When considering fiscal responsibility, he urged the City Council to consider other avenues for revenue such as perhaps a gross receipts tax on existing businesses, which utilized the retailers currently in Pinole. As someone who moved to Pinole specifically for the family-oriented community, he would not want cannabis in the City, not because he wanted to deny access to those who needed it, but because there were so many other locations where cannabis could be accessed. Pinole did not have the infrastructure in place for the robust regulations that would be required to start a cannabis program.

PUBLIC COMMENTS CLOSED

Council member Toms commented there had been a proposal for an Economic Study and it was stated the item had not been budgeted. If the City Council were to modify the budget, she asked where the funds would come from, particularly since the budget was so tight.

Finance Director Guillory confirmed the budget was tight and would recommend the funds come from the Unassigned Fund Balance that could be used for one-time uses.

Council member Sasai asked about the sequencing of the action items that staff recommended the City Council provide direction. He found it made no sense to move forward with the items simultaneously since some of the data from the Commercial Cannabis Study would inform the questions asked about the information presented during the outreach to be conducted. Similarly, the feedback from residents during the outreach would determine what should be included in the ordinance to be drafted, such as the number of permits, buffer zones, impacts to public safety and the like, and which would inform next steps. He asked if the staff recommendation was to sequence the recommendations as outlined in the PowerPoint presentation.

City Attorney Casher deferred to others, but noted currently there was no recommendation for sequencing. Staff viewed the recommendations as next steps needed to move the item forward. Staff could receive direction and he acknowledged Council member Martinez-Rubin had recommended having Town Halls and webinars to help inform the consultant-driven process and noted this could be approached in a number of different ways. There was no recommendation on sequencing, but it was a recommendation to consider an RFP and the community engagement as next steps.

Council member Sasai found information from both steps could inform the process and he would wait for discussion from the rest of the City Council on sequencing. He asked about impaired driving statistics, and for cities and counties where there was a presence or concentration of cannabis dispensaries, whether an increase in impaired driving had occurred.

Police Chief Klawuhn did not have the data on what was specifically being asked but she could attempt to get that information.

Council member Sasai responded to public comment about cannabis being a gateway drug. He suggested any data or information would be helpful to understand whether that was true and whether cannabis was a gateway drug to prohibited substances. He asked whether staff had conducted any research.

City Attorney Casher suggested that would be part of a community engagement and education plan. It was important to level set and have those conversations with the community to ensure there was alignment with their understanding of the facts and available studies.

Council member Sasai looked forward to having those conversations with the community. He otherwise recommended moving forward with the first two staff recommendations, and when considering the cost of a cannabis program also consider the return in investment, which a Commercial Cannabis Study would show. While they may be over or under approximating the potential revenue, that study would be helpful. He was curious to see how other cities had put into place a Community Benefits Agreement and what it paid for.

If there were cannabis dispensaries in Pinole, Council member Sasai suggested the operators should pay for improvements in the City, such as revitalization, public art, things that could help with graffiti, Crime Prevention through Environmental Design (CPTED) and how that could be funded, possible funding of micro grants for small businesses in Pinole to possibly rehabilitate properties, surveillance and anything that could enhance public safety for all businesses in Pinole.

Council member Sasai acknowledged the former Mayors in the Council Chambers and thanked them for their comments. He also looked forward to seeing the meeting minutes and discussion about cannabis that a former City Council had conducted in previous years, and would like to listen to the people, which was why the outreach and communication strategy was so important. He looked forward to feedback from the community on their appetite for cannabis dispensaries in Pinole and other types of businesses, and moving from there if that was something the community wanted to move forward with.

Mayor Pro Tem Murphy acknowledged the public comments on some of the issues and questioned the communication and engagement plan and did not envy staff on the work necessary to educate the public today about things that had been instilled wrongfully over the past few decades. He would like to see the City move forward with the Community Engagement Plan. He suggested there were stakeholders, partners and businesses who could help with that effort. He wanted to see staff reach out to Kaiser as an opportunity for that public education, since he assumed there were resources and data that explained cannabis as a medicine. He also asked staff to reach out to Stanford Botanicals Wellness LLC, a small business in Pinole centered on herbal medicine since 2020, and which had been a participant in many City events. And, also reach out to NORML, an organization that was fundamentally built around education and research on cannabis. He wanted residents to have the space to speak up and a space for residents to have a basis of facts and approach to education that was open and clear-eyed on what commercial cannabis meant for the City along with the health impacts of cannabis. He feared a lack of education of the public and ideally with the Communication and Engagement Plan he hoped to avoid misinformation. He trusted the Communications Director and her team would ensure that would not happen.

Mayor Pro Tem Murphy commented that Proposition 64 was great internally for staff to understand what that meant for the State and they now had to reiterate what that meant for the public. The organizations he mentioned could be helpful to develop some of the research and data. While commercial cannabis could be a revenue and cost recoverable opportunity, the value of the research and data could help this issue and future City Councils. He recognized there was some content around a previous City Council in 2020, and he would like to see that information.

Mayor Pro Tem Murphy also found the Economic Study would be valuable and he thanked the Finance Director for outlining the skeleton of what that would look like. He was excited to identify the types of cannabis businesses and not center only on storefront and distribution, and would be interested in how the RFQ or RFP process could ensure a scope to help understand the types of businesses they could have in Pinole and their economic impact. It was important to understand the health impacts and an economic analysis of each business, if possible, which he understood the Economic Study would include.

Finance Director Guillory suggested those topics would be covered under a basic study, which typically looked at the various types of activities.

Mayor Pro Tem Murphy further commented that the ordinance sounded like a good idea, necessary and 21st century government, and he supported that as well. He pointed out Pinole was behind other cities on this issue but the time they took to get here was important, and he valued those who made a decision early on to restrict commercial cannabis since they allowed themselves the possibility of looking at other cities and seeing what they had done. They now had more data that could come back and he thanked staff for the openness to bringing more data back to the City Council.

Council member Martinez-Rubin noted during the March 17, 2026 City Council meeting, HdL provided a presentation on revenue generation, specifically on tax revenue generation, and the report and information provided listed a number of potential types of businesses that could be of interest to consider. They had not talked much about viability but it was based on the market as currently known. She found it interesting that commercial cannabis was not on the list nor were retail dispensaries for products and what they saw were consumer goods and purchases for sale taxes that helped the City. She understood that HdL advised on cannabis regulations and should the City go that route, she would like HdL as a potential consultant to help mesh the data that was available on tax generation since they were part of the study a consultant would have. Also, HdL could provide information on the market size and demand in Pinole, and within a certain distance from Pinole, cannabis products from other nearby cities. She would be interested in having HdL also provide something that would inform what the competitive landscape was given there were existing dispensaries in nearby cities, and accessibility was not an issue. Medicinal cannabis products were also available as they were delivered into the City of Pinole, with accessibility not an issue. She asked whether the Economic Study would provide information on market size and demand and tax revenue projections.

Finance Director Guillory confirmed the study would provide market size and demand but she was unsure it would provide tax revenue projections but could inquire.

Council member Martinez-Rubin would also like to know that information in terms of how much was actually coming into a City. She asked the Interim City Manager if the amount quoted from a developer he had spoken with was specifically about taxes, since for every dollar of purchase the City would only get a certain percentage of that on any type of product sold. She would want information about what it would take in terms of gross receipts and type of activity in order to generate the kind of revenue via taxes that would support the costs associated with implementing a business program for commercial cannabis. She would also want to see an analysis of compliance fees and security requirements, as discussed as an issue, and the impacts of the tax restrictions on business viability as well as the administration process required to keep businesses of this type in Pinole, whatever type that might be as listed in the PowerPoint presentation.

Council member Martinez-Rubin noted HdL was acquainted with such businesses throughout the State and had spoken to the complexity of taxes involved, whether they were from direct purchases on-site as well as from deliveries given current tax law, and where taxes would actually go. She agreed a lot had to be clarified before even suggesting an ordinance, because data was needed in the context of what was known to be an issue. She was not expecting quantitative data on all of the questions asked and noted the City Council would have to get to a point to decide as best as possible based on what was presented and what the public sentiment was on the different issues.

Mayor Tave stated the HdL report that had been presented to the City Council on March 17, 2026, had about \$17 million worth of clothing that was purchased outside of Pinole. This discussion was about getting more information to communicate with the public. He also highlighted a number of milestones in the State of California related to cannabis, including: Proposition 19 in 1972, the nation's first ballot to legalize cannabis failed; in 1975, the state decriminalized the possession of cannabis up to one ounce; in 1996, the Compassionate Use Act, Proposition 215 allowed doctors to issue a medical license for someone to use cannabis for medical reasons; in 2003, Senate Bill (SB) 420 allowed medical patients to form cooperatives and collectives to collectively purchase cannabis without having to pay an enormous amount; in 2010, SB 1449 reduced possession of cannabis to less than an ounce to a criminal infraction; in 2014, Proposition 47 downgraded the possession of many controlled substances from felonies to misdemeanors; in 2015, the Medical Marijuana Regulation and Safety Act (MMRSA) was passed; in 2016, Proposition 64, Adult Use of Marijuana Act passed; in 2018, legal commercial recreational sales began; in 2019, SB 94 streamlined regulations by merging medical and recreational laws under the Medical and Adult Use Cannabis Regulation and Safety Act; in 2021, the Department of Cannabis Control was established; and in 2025, the Social Equity Program Extension was established. All of this information had shown this was not new, or something that was that complex, although HdL would be hard pressed to level out since the cannabis laws were different from city to city.

Mayor Tave found the City had taken a good approach by keeping general information in this discussion, but the City deserved a deep dive into this topic since people in Pinole used cannabis/marijuana for varying reasons, and the City needed to take a look and ensure doing a comprehensive report and bring it back to citizens for comment. He also recognized there were concerns in the community on the potential number of licenses, what a cannabis business would look like, the hours of operation and the like, which concerns were acknowledged but which he found to be over policing of cannabis in the past, and now people were starting to realize there was a different perspective. He was in favor of a more comprehensive report, but he asked to lean on some of the other city partners in the area who had tried and failed some tactics, or some of the different regulations they tried to put into place as a comparison, to allow a better conversation moving forward. He welcomed any motion to provide to staff.

Council member Sasai commented that eight years ago, Measure R was on the ballot for a countywide measure to legalize cannabis dispensaries, cultivation and allow revenue from businesses, which measure passed by 71.44 percent. He asked the City Clerk if there was any way to place a quick call to the County Clerk Recorder to see if the aggregated data could be provided on how Pinole residents voted on the measure, and City Clerk Bell-Spears confirmed that could be done.

Council member Sasai added that AB 1775, passed a year or two ago, allowed for on-site consumption and sale of food and beverages at dispensaries. He asked for that to be included in the commercial cannabis analysis in the RFP as well as part of the discussion during the community outreach.

Mayor Tave commented this issue had been around for a long time, and there could be families that had been impacted by laws that were unjust before, which was why they had to find a way to weave some restorative justice into this topic so that revenue from such businesses that was going to the City somehow weaved its way back into the community.

There had also been impacts to law enforcement as well, and the Mayor would like to see how other communities had seen that revenue stream go back to their police and fire departments.

Council member Martinez-Rubin offered a motion, seconded by Council member Toms, to direct staff to design and implement a series of workshops to inform and assess the need for a Cannabis Program in the City of Pinole.

Council member Sasai asked if the motion was different from the outreach strategy staff had outlined in the staff report.

On the motion, Council member Martinez-Rubin commented that her motion and the staff recommendation probably overlapped, but the way she read what was presented as part of the staff report was that it would be prior to an ordinance. In her mind, it was an assumption an ordinance would occur. Her motion was to have a series of workshops to inform everyone and the public, to discuss even further some of the items they had discussed during this workshop. The series of workshops could have themes along the lines of the categories of the types of questions that had been raised. She found the two processes would overlap but her motion was intended to inform future direction.

Council member Sasai agreed there was not enough information to just draft an ordinance at this time. He suggested the analysis provided by a consultant could provide information given to residents who engaged in the outreach plan as well as answer any questions anyone may have. He clarified the motion, as stated, was not in total alignment with the outreach and communication strategy staff had prepared.

Council member Martinez-Rubin reiterated her intent for the motion, as stated. While her motion was a different purpose from the staff recommendation for the outreach and communication strategy, she was attempting to ask for an assessment to identify the need for an ordinance. The City Council had discussions to bring them to this point and the City Council itself, among them had generated a number of questions given the unknowns. She wanted to combine the City Council's perspectives with questions in their minds, along with whatever may be generated from the public, and they could meet at some point or not, but it was another way to obtain data that would inform the direction to take. The motion would not negate the need for a study by a consultant, specifically around the numbers piece, and whatever quantitative data there could be could complement both, which would be informative.

Mayor Tave commented he would prefer adding an ad-alt to the RFP and to have that outreach component, since presently there was not enough data and answers to questions that had been raised, which was the purpose of the workshop. He wondered if the consultant could do that work, which may make more sense, and where they would have more content to have a discussion. He sought an opportunity for the consultant to put facts in front of them to allow for a deeper conversation and asked if that might offer a better route.

Council member Martinez-Rubin noted that Mayor Pro Tem Murphy had brought up a need for a lesson in history and or the process of the different legal statutes that had occurred. The very act of having opportunities to have discussions and raise questions was educational in and of itself.

Council member Martinez-Rubin stated her motion was very general and staff could design a series of workshops based on what they had heard at this time and what had been discovered in the process of developing an RFP, and learning from the prospective consultants what they could offer. Offering an opportunity for people to have more inquiries and questions would be informative. She referenced the process the City Council had taken when updating the City seal and how they had used existing venues and opportunities or events the City already had, which were not workshops, but were periods of time spent with members of the public where information was provided, and that along with a survey which asked for input and which allowed the opportunity to raise questions or just broadly open up the question, whether there was a need for a cannabis program in Pinole and what was envisioned, would open up the opportunity for people to comment.

Council member Sasai suggested the City seal process had been beautifully done, and provided a lot of feedback from the community and as a result the City ended up with a great product, but he found that a discussion about commercial cannabis would be more complex given the impacts and the number of factors the community should consider before providing true feedback after all of the data had been presented. The analyses would provide the community with that necessary data to then make a determination whether there was an appetite for commercial cannabis.

Mayor Tave commented the City seal process had been done masterfully. He applauded the work done with the help of a consultant who had guided the conversations. Presently, they were discussing getting that consultant on-board to help with that and he agreed with the comments this was not an easy topic. He suggested having a professional working with the team to come up with a process was essential and for the City Council to try to bombard staff with questions as they had during this discussion, and looking for answers was a good thing because they were asking the questions. This was a workshop to start the discussion, get feedback and bring it together with a consultant. He understood the intent of the motion but found the language staff had included for an outreach program was sufficient.

Mayor Tave suggested possibly an Ad Hoc Committee could be considered which had worked for the City seal process.

Council member Toms suggested that could be part one since there had not been surveys or a lot of public outreach other than having this topic on two agendas. She agreed the City did not know the public's appetite for this topic before spending the money for a Fiscal Impact Study or having staff time expended to draft an ordinance, since the City had not heard from the public. Also, this topic was not on the City Council priority list.

Mayor Tave suggested the City had been discussing this topic for some time. Based on his discussions with community members, people used cannabis for medical reasons, cannabis for recreational reasons and went to dispensaries outside Pinole. He recognized the comments but emphasized the need to have answers to many questions prior to the City Council moving forward with an ordinance. The community needed answers given there was some bias, and misinformation on both sides of the dais that needed to be addressed with facts. He again heard the comments provided by Council member Martinez-Rubin, and for him those comments had been well received, but he suggested there should be that guiding hand of a consultant to have this conversation in depth to allow for real and meaningful communication with the general public as a whole.

Council member Martinez-Rubin explained they were not necessarily asking for answers from the public, but offering an opportunity to ask questions and she suggested one in a series of workshops could provide that opportunity for inquiry by the public.

Mayor Tave suggested the current workshop had provided the well-received content Commissioner Martinez-Rubin was asking for, and he question what else was needed.

Council member Martinez-Rubin suggested the use of the Senior Center and another venue that was not in a formal setting would allow the opportunity for back-and-forth discussions and open inquiries so that the City Council and staff could get some sense of the kinds of things that were questions and allowed the public to provide feedback. She again wanted to see a venue where people could come together knowing that there was a theme to the workshop that could be any one of the areas where there was a set of questions that were discussed at this workshop, and then open it up to public inquiries.

Mayor Tave stated to facilitate that conversation was why he suggested an Ad Hoc Committee.

Mayor Pro Tem Murphy asked for the motion to be restated.

City Clerk Bell-Spears advised the original motion was to direct staff to design and implement a series of workshops to inform and assess the need for a Cannabis Program in the City of Pinole.

In response to the Mayor Pro Tem, Council member Martinez-Rubin clarified her motion, as read into the record, was not intended to exclude consideration of an ordinance, she was just reiterating the motion, which she again read into the record as follows: *to direct staff to design and implement a series of workshops to inform and assess the need for a Cannabis Program in the City of Pinole.* She affirmed that the workshops would include the possibility of an ordinance, which was the reason for the questions.

On the motion, Council member Sasai asked about the number of workshops, venues, timeline and the like. He also asked that the staff costs and staff hours be approximated.

Council member Martinez-Rubin suggested that would be determined based on staff's availability and what staff considered feasible given other priority items that the City Council had established.

Council member Sasai asked staff to respond since staff put in the work to draft the outreach and communication strategy. The motion as stated was a different approach and would be in addition to the staff recommendation. He asked staff how they saw the timeline duration, staff costs and staff time and when that data would be brought back to the City Council for another round of consideration.

Interim City Manager Evans suggested an Ad Hoc Committee would be a wonderful way to pull the information together and bounce ideas off the members on what was enough time. He suggested there would be a handful of hours to pull all of this together into a legible format, and the pre-data gathering that had come up needed to be done. A workshop at the Senior Center or other venues could be done and staff could lead the discussion, with the public to provide input that would also include discussion of a possible ordinance.

The Interim City Manager added that he could provide a more concrete number working with staff on the costs involved, but that could also be something that could be discussed with an Ad Hoc Committee. He commented that if staff returned at the April 7, 2026 City Council meeting with the creation of an Ad Hoc Committee, they could then bounce ideas off in a Zoom team meeting quickly and ensure they were going down the right path, and provide feedback from the Ad Hoc Committee to the full City Council thereafter.

Council member Sasai suggested that was a great suggestion. He supported an Ad Hoc Committee given the engagement needed with the public, stakeholders, including industry and labor. He recommended moving forward with an Ad Hoc Committee that was a good first step as opposed to a series of workshops given there were many things to iron out first.

ACTION: Motion by Council members Martinez-Rubin/Toms to direct staff to design and implement a series of workshops to inform and assess the need for a Cannabis Program in the City of Pinole.

Vote:	Failed	2-3
	Ayes:	Martinez-Rubin, Toms
	Noes:	Tave, Murphy, Sasai
	Abstain:	None
	Absent:	None

Council member Sasai offered a motion, seconded by Mayor Tave to establish an Ad Hoc Committee to discuss the topic of Commercial Cannabis Programs.

On the motion, Mayor Pro Tem Murphy asked the Finance Director whether legalized cannabis was considered a consumer good, to which Finance Director Guillory advised she was not aware of that and would have to do some research.

Interim City Manager Evans commented it was an excise tax more than what would be seen on a Bradley Burns.

Mayor Pro Tem Murphy commented it had been referenced during the meeting that HdL provided a presentation at the March 17, 2026 City Council meeting about consumer goods. He hypothesized that commercial cannabis or any cannabis legalized would be considered a consumer good, since it was taxable and legal. He asked for clarification. He also asked if HdL was paid to provide the report or whether the report was provided for free.

Finance Director Guillory confirmed HdL had been paid for the report provided to the City Council and which was an update to a report prepared in 2019 as part of the Market Analytics Report. She added there was a separate arm of HdL that conducted studies on cannabis, and that would not have been automatically included in the report presented. She further clarified the report had been geared to the City of Pinole specifically and what the City had now in terms of its tax base, and where some of the gaps were. Since the City of Pinole did not currently have commercial cannabis businesses, it had not been included in the report.

Mayor Pro Tem Murphy wanted to ensure that while commercial cannabis was not currently in Pinole, it was considered a consumer good in the State of California, pursuant to Proposition 64.

Mayor Pro Tem Murphy emphasized the importance of that information being provided given the amount of misinformation in the Council Chambers. He would like to see the Ad Hoc Committee discuss the consumer good idea.

Council member Sasai could include that in the motion and could also further amend his motion that the Ad Hoc Committee discuss the advancement of a possible Commercial Cannabis Program and ordinance to include everything discussed at this meeting, the outreach and communication strategy and a targeted outreach to stakeholders.

Mayor Pro Tem Murphy further commented he would not support an Ad Hoc Committee for this item. He suggested the City Council should follow the staff recommendations to prepare an RFP for a consultant to conduct an analysis of potential expenditures and revenues associated with establishing a cannabis program and initiate the proposed outreach and communication strategy to engage the community in the preparation of a commercial cannabis ordinance. As to the staff recommendation to prepare a draft Commercial Cannabis Ordinance, including the types of allowed cannabis businesses and the requirements to obtain a permit to include in the ordinance, he would like to see staff provide examples from some of the cities referenced or the expanded list of cities and counties he had requested from Solano, Napa and Marin Counties. While okay with an Ad Hoc Committee, it would deter from the actual work that needed to be done, and move those items forward, as staff had recommended, and subject to the feedback provided by the City Council. He also saw the value of having a consultant move the conversations forward in a structured way beyond what they had today.

Council member Martinez-Rubin asked whether the Ad Hoc Committee would also consider the need to assess whether a Cannabis Program was needed in Pinole.

Council member Sasai suggested the Ad Hoc Committee should discuss the outreach process to determine whether or not the people of Pinole had an appetite for this type of program and it was not the Ad Hoc Committee making the decision. He reiterated the outreach and communication strategy included in the staff report was work already done and he saw no other amendments were needed.

Council member Martinez-Rubin clarified it would be the purpose of the outreach and education, and she suggested there be an element of assessment to determine the need for a Cannabis Program, which was not foreign to the discussion but a necessity to include input. If the Ad Hoc Committee recommended there be opportunities for public input on the need for a Cannabis Program that would complement much of what was being discussed.

Council member Sasai found this discussion to be circular in nature. He suggested the City just needed to hear from the people of Pinole, whether or not they wanted to move forward with commercial cannabis and noted in his interactions with residents he found support.

Mayor Tave suggested the Ad Hoc Committee was well defined and there was enough information to vote on the motion. He suggested if a Council member had concern, that member should work with the Interim City Manager to have more input with the Ad Hoc Committee, without violating the Brown Act, which would be a good platform to get more information vetted out. He hoped the Ad Hoc Committee would return with recommendations moving forward.

Council member Sasai suggested what Council member Martinez-Rubin was asking would prolong the process that had already been laid out by staff. If appointed to the Ad Hoc Committee, he would advocate that the life of the Ad Hoc Committee not be an extended one to two-year process but allow a couple of workshops to get people on board.

Mayor Tave understood if the motion passed an Ad Hoc Committee could be formed at the next City Council meeting, which was when they could well define the outcomes from the Ad Hoc Committee. He suggested an Ad Hoc Committee would help digest the information and come back with recommendations to the City Council, which was the best process to allow a decision to be reached.

City Clerk Bell-Spears clarified the motion with Council member Sasai, to establish an Ad Hoc Committee of the City Council to discuss issues related to Commercial Cannabis Programs and discuss the consumer goods question as well as discuss advancement of a possible Commercial Cannabis Program and ordinance to include everything discussed at this meeting, the outreach and communication strategy and a targeted outreach to stakeholders.

Council member Sasai wanted it clear in the motion that the primary reason for the Ad Hoc Committee was to move forward with an initial outreach plan for informal workshops, and that information be taken back to the City Council at the end of the duration of the Ad Hoc Committee.

In response to the Mayor, City Clerk Bell-Spears advised the creation of an Ad Hoc Committee would be agendized under Council Appointments.

City Attorney Casher responded to Mayor Tave's question as to how much time would be involved to draft an ordinance if the results were overwhelming in favor of an ordinance that he would look at other agencies in the area to find another city that had a comparable program that Pinole was trying to establish. He noted there were a lot of examples out there.

Mayor Pro Tem Murphy asked that the motion be amended and that the Ad Hoc Committee have a closure within 60-days.

Council member Sasai accepted the recommendation for a closure of 60-days for the Ad Hoc Committee.

Council member Martinez-Rubin expressed concern with that limited amount of time given they were in the budget period where staff would be occupied with that process and it could be a burden to staff.

Interim City Manager Evans acknowledged staff would be busy with the budget but could work with the Ad Hoc Committee and try to hit the deliverables as much as possible. Should staff reach a point where additional time was needed, they could come back to the full City Council with an interim report of the progress to date and request additional time, if needed.

ACTION: Motion by Council members Sasai/Mayor Tave to establish an Ad Hoc Committee to: discuss the topic of Commercial Cannabis Programs; discuss the advancement of a possible Commercial Cannabis Program and ordinance to include everything discussed at this meeting, the outreach and communication strategy and a targeted outreach to

stakeholders; with the primary reason for the Ad Hoc Committee to move forward with an initial outreach plan for informal workshops and that information be taken back to the City Council at the end of the duration of the Ad Hoc Committee, and with the Ad Hoc Committee to have a closure of 60-days, which could be extended, if needed, to be discussed by the City Council.

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

Mayor Pro Tem Murphy offered a motion, seconded by Council member Sasai to direct staff to prepare a Request for Proposal (RFP) for a consultant to conduct an analysis of potential expenditures and revenues associated with the establishment of a Cannabis Program.

On the motion, Council member Sasai asked that the timeline for the RFP be brought back to the City Council.

Interim City Manager Evans explained it would take 30-days to write the RFP, possibly 45-days for responses, another 30- to 45-days to review responses and prepare an item for the City Council, which could be another 30-days. He added, when asked, that the Ad Hoc Committee would run regardless of the process decided.

Council member Martinez-Rubin asked whether it was understood that a number of the questions that were asked about what would be included in data/information to be received from the consultant would be included in the RFP.

Interim City Manager Evans stated that would be the intent over the next 30-days.

ACTION: Motion by Mayor Pro Tem Murphy/Council member Sasai to direct staff to prepare a Request for Proposal (RFP) for a consultant to conduct an analysis of potential expenditures and revenues associated with the establishment of a Cannabis Program.

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

6. NEW BUSINESS

- A. Voter Survey Results. **Action: Receive a Report and Provide Direction (Markisha Guillory)**

Finance Director Guillory introduced Joshua Emeneger, Principal Researcher, Probolsky Research, who provided an extensive PowerPoint presentation on the City of Pinole, Voter Survey Executive Results Presentation, dated March 2026.

The presentation provided the voter survey results for various tax measures and highlighted the survey methodology. Based on the responses to questions in the survey, the following conclusions were identified:

- Facebook was determined to be the top social app and website used regularly by voters.
- 99 percent rate of respondents found the quality of life in Pinole as good or fair.
- 71 percent of respondents were satisfied with the job the City was doing in providing services to residents.
- 79 percent of the respondents were satisfied with fire and paramedic emergency response service and response times.
- 78 percent of respondents were satisfied with police services.
- 57 percent of respondents were unsatisfied with the Public Works.
- 44 percent of respondents agreed that the City managed taxpayer money responsibly.
- 49 percent of respondents agreed that the City operated transparently.
- 94 percent of respondents agreed that it's smarter to invest in needed infrastructure improvements now rather than paying high repair costs later.
- 77 percent of respondents thought there was a need for additional funds to maintain the level of City services and facilities.

A breakdown of the percentages of respondents' responses to a number of questions on the survey related to providing effective public safety and maintaining streets and sidewalks as the most important services, and providing effective public safety as the service with the highest satisfaction was identified, with the largest gap between the importance and satisfaction maintaining streets and sidewalks at 48 percent.

A breakdown was also provided on responses to questions about the various tax measures (with each question followed by a series of follow-up questions and message effectiveness, which were also highlighted and outlined in the PowerPoint presentation), as follows:

Question: To repair and improve Pinole's aging streets and roads; fix potholes; repair, construct, and improve sidewalks and pedestrian safety improvements; upgrade storm drains to reduce flooding; and complete other essential infrastructure improvements; shall the City of Pinole issue bonds in an amount not to exceed twenty million dollars with bonds repaid from property taxes levied at legal rates, requiring independent citizen oversight, annual audits, and all funds spent locally and not for salaries or pensions; until ended by voters, requiring two-thirds approval?

The measure had majority support.

Question: *To repair and improve Pinole's aging streets and roads; fix potholes; repair, construct, and improve sidewalks and pedestrian safety improvements; upgrade storm drains to reduce flooding; and complete other essential infrastructure improvements; shall the City of Pinole issue bonds in an amount not to exceed twenty million dollars, with bonds repaid from property taxes levied at legal rates, requiring independent citizen oversight, annual audits, and all funds spent locally and not for salaries or pensions; until ended by voters, requiring two-thirds approval?*

The measure retained majority support.

Question: *Shall City of Pinole establish a transactions and use (sales) tax by 0.25% to fund Pinole Police Department services such as patrol response, training, equipment, and dispatch, with all revenue kept local, independent citizens' oversight and annual audits, generating approximately one million three hundred thousand dollars per year, until ended by voters, requiring two-thirds approval?*

The measure had plurality opposition by a small margin.

Question: *Shall City of Pinole establish a \$250 per-parcel annual special tax, to fund Pinole Police Department services such as patrol/response, training, equipment, dispatch, with all revenue kept local, independent citizens' oversight and annual audits, generating approximately one million five hundred thousand dollars per year, until ended by voters, requiring two-thirds approval?*

The measure had majority opposition.

Question: *Shall City of Pinole establish a transactions and use (sales) tax by 0.25% to fund Pinole Police Department services such as patrol response, training, equipment, and dispatch, with all revenue kept local, independent citizens' oversight and annual audits, generating approximately one million three hundred thousand dollars per year, until ended by voters, requiring two-thirds approval?*

The measure gained plurality support by a small margin.

Question: *Shall City of Pinole establish a \$250 per-parcel annual special tax, to fund Pinole Police Department services such as patrol/response, training, equipment, dispatch, with all revenue kept local, independent citizens' oversight and annual audits, generating approximately one million five hundred thousand dollars per year, until ended by voters, requiring two-thirds approval?*

The measure retained majority opposition.

It was also highlighted that 53 percent of respondents would for sure vote for a Pinole Infrastructure Bond Tax Measure, in response to the Question: *There may be an additional tax measure placed on the November ballot by Contra Costa County. If approved by voters, the additional 0.625% Transactions and Use (sales) Tax would generate approximately \$150 million to support general operations of the County for a period of five years. Out of the following potential tax measures on the November ballot, which would you for sure vote for? Select all that apply.*

Mr. Emeneger concluded the public safety tax measure was a no-go; it did not start or end up with majority support as the infrastructure tax measure, which was a challenge, particularly since a two-thirds vote would be required; the infrastructure tax measure had the highest gap between important and satisfaction and had shown that if they were to choose a tax measure, the infrastructure tax measure was the way to go.

If the City Council were to consider the route of the two-thirds dedicated special tax, it was possible but it would take quite a bit of investment in outreach. It was also possible to consider a General Tax, and at the same time have an advisory vote which would require 50+1, and have an advisory vote letting voters know this was for infrastructure, streets, repair of potholes, and fixing sidewalks. If both passed, voters could be informed it was more obtainable with the 50+1, and the advisory vote letting them reassure voters this was where the funds would go, even though it would go to the General Fund, and was the most likely pathway for success if they wanted to pass one of the measures.

Mr. Emeneger also highlighted the likely voter demographics, respondent demographics by gender, age group, ethnicity, education, household income and home type; demographics by party preference, vote propensity, survey mode, and survey language. He reiterated based on the polling results, there was a somewhat clear resolution that of the three potential tax measures, both the public safety measures whether a sales tax or a bond or a parcel tax, would have trouble passing and would not likely get the two-thirds vote required. The infrastructure tax measure may reach a two-thirds vote, but the most likely obtainable method would be to consider a General Sales Tax Measure with an advisory vote, to reassure voters that was where the money would go.

Responding to questions from the City Council, Mr. Emeneger clarified the following:

- While a two-thirds vote for an infrastructure bond was doable it would require a lot of outreach and education. Again, recommended consideration of a General Sales Tax Measure with an advisory vote. (Martinez-Rubin)
- Clarified Slide 2 of the PowerPoint presentation that had shown what websites were regularly used by voters and which was based on the responses from the respondents, with Facebook.com and You Tube the top two websites used regularly. The data was based on a question in the poll and not based on data from an outside source. (Mayor Pro Tem Murphy)
- Clarified again the outcomes to questions about the various tax measures, as shown in the PowerPoint presentation, and clarified the introduction used to the messaging when asking the questions about the various tax measures. (Mayor Pro Tem Murphy)
- Clarified the Question: *Shall City of Pinole establish a \$250 per-parcel annual special tax, to fund Pinole Police Department services such as patrol/response, training, equipment, dispatch, with all revenue kept local, independent citizens' oversight and annual audits, generating approximately one million five hundred thousand dollars per year, until ended by voters, requiring two-thirds approval?*, with the consultant having worked with City staff to figure out what type of amounts could be used to test as part of the question. (Mayor Pro Tem Murphy)

- The \$250 dollar amount, had been run by City staff and the City Attorney for all ballot language. It was also clarified that while some of the numbers had been numeric and some written out in the questions about each tax measure, that had not been intentional but when speaking of total amounts, it was commonplace to write the figure out, which was why the consultant followed legal advice to do that. When considering an amount per parcel, it was common to show the amount in a numerical form. The consultant had followed Best Practices when it came to recreating the ballot languages. (Mayor Pro Tem Murphy)
- Reiterated there would be more support for a General Tax but which had not been tested and they had focused on the infrastructure tax measure, and for that measure the consultant was of the opinion with 50 +1 that had a very good chance of passing. (Toms)
- As to whether a taxable bond could be considered a General Tax, the consultant would have to return with clarification but anything that would go into the General Fund would be just the 50+1, and when speaking of that, any type of tax measure that could just get to that 50+1 and out of the special election, out of the dedicated funding and out of the two-thirds requirement would make it more electorally attainable. (Toms)
- Reiterated 44 percent of respondents agreed the City managed taxpayer money responsibly and 38 percent disagreed, with 18.5 percent unsure. Of those surveyed, a percentage were unsure, particularly as they asked normative questions such as whether money was being spent responsibly and where they tended to see more unsure responses. It was also observed that when it came to questions about managing taxpayer money responsibly and transparent questions, over time the unsure category rose. Over the past couple of years, the disagree category had also risen and this was a national phenomenon seen everywhere given the national narrative affecting local politics. Given what was happening at the national level, responses to such questions had been more negative. What was seen was also in line with other communities in the state, but again the national narrative had affected perceptions at the local level. (Mayor Tave)

PUBLIC COMMENTS OPENED

Rafael Menis reported he found online information about a case before the Supreme Court of the State of California, City of San Jose v. the Howard Jarvis Taxpayers Association, which had been decided on December 18, 2025. That case stated cities could incur pension bond debt without a two-thirds vote to pay for already incurred obligations, such as unfunded pension liabilities, even though it would ordinarily trigger the two-thirds majority vote requirement for debt in excess of the City's revenue in a given year, as shown in the California Constitution Article 16, subsection 18, subdivision a. The Supreme Court said for their holding that there was an obligation to address retirement plans and it was legal for cities to do that without a two-thirds vote, but he was unsure whether that would necessarily apply to road infrastructure since it was a fact specific to pensions and unfunded liabilities around pensions where there was already a legal debt obligation around that, but he wanted to bring it to the City Attorney and staff's attention.

Mr. Menis added he had provided written comments about the financial path the City was on. He commented that in 2024, the City had four financial scenarios to consider: some revenue measures, some revenue measures and some cuts, a bunch of cuts, or one revenue measure, a sales tax and some significant cuts starting in 2030. Pursuant to Page 15 of 230 of the agenda packet, the City was on the path for Budget Scenario 4, which meant if the City did not do additional tax measures like those they were discussing whether bonds, additional sales taxes or other measures, the City would be facing \$10 million a year and increasing cuts starting in 2030 and moving on from there, and people needed to be aware of that.

Mary Horton noted the public was not to have any drinks in the Council Chambers, and given some Council members had drinks/water at the dais, that restriction should be equalized and possibly updated. She commented she heard constant comments about the City's infrastructure, roads, potholes, lighting along Pinole Valley Road which was unsafe and liability for the City which needed to be considered. Also, salaries, pensions, increased salaries, and travel expenses, were all factored into when people were asked if they would consider more taxes. Perception was reality, people wanted to know how trips to Washington D.C. helped Pinole, its infrastructure and the PPD, and she asked that the City Council keep that in mind when considering this issue.

Debbie Long was unsure how to address all of the information which was a lot to take in in one evening. She would never support another General Sales Tax Measure from anyone in the City, since it had never been used for what it had been promised. The PPD was told that Measure I would help the PPD and they were still looking at a contract since the City could not satisfy the needs of the PPD, even with Measure I. If considering another shell game and trying to get another General Bond passed, she would not support that either. If considering a specific bond, that would be valid since it could only be used for the purpose for which it was specified. If the City Council were to consider any tax bond, it needed to specify whether it would include an annual increase, which was happening with a lot of the tax revenues that had a five percent or Cost-of-Living (COLA) increase added every year. She understood the City of El Cerrito had one and by the time it was over people would pay a couple thousand a year. If the City Council were to consider a specific bond, it needed to be specific within how it would be read. She did not believe in the past the City Council had proven there was any dedicated funding when there was a General Sales Tax measure, since it was dumped into the General Reserves and would be used for travel expenses, or for what had been paid out to Council members. And, when discussing the need to inform people, she found that no one participating in the survey had been informed about the mismanagement of money and the City Council just passed another one tonight, mismanaging a marijuana bill when there were so many other things for staff to work on. She stated there was talk about hard money but never talk about the cost to staff and therein lay the problem, the City Council was not listening to the people.

Cathy McFarland commented the survey for the three potential ballot measures included the main concerns residents had as a top priority for years, although the City used those items to get added funds and never really delivered. The current population of Pinole was approximately 18,000 persons with 12,000 voters per the City Clerk, and 400 people were randomly polled. Given that, 96.65 percent of the voting residents were not represented and the survey only represented 3.35 percent of the voters in Pinole. In reality, the sample-sized survey as well as prior and upcoming surveys were a waste of time and taxpayers' money. She questioned the request to consider a \$20 million bond given how the City Council had managed prior monies with infrastructure.

Ms. McFarland stated the original road maintenance budget for 2024/25 through the many different funds was \$11.7 million but only \$1.6 million was actually spent. The budget for 2025/26 was \$8.3 million and at six months the total actually spent was \$1.1 million and at a recent meeting with the Directors of Finance and Public Works, no one had answered questions as to where the slated money for roads had gone. Pinole voters voted for an increase in sales taxes in 2024, which passed, and the PPD and emergency response teams had been without a contract for almost a year, yet the City had a revenue income coming in from 2024/25 totaling \$612,000 and for 2025/26 for the first six months was \$982,000. Now, there was a desire for another increase and she highlighted all of the impacts to residents from the increases in sales taxes and property taxes. She commented the City received an eight percent increase up to 40 percent for the five years. She suggested the City had overtaxed fatigued residents.

Jennifer Horn found the poll had shown that residents were pretty happy with a good quality of life, satisfied with the job the City was doing providing services, the PPD, fire and paramedics but no one mentioned the need to change the City's governing structure, which three members of the City Council voted for at a cost to taxpayers of \$57,000. There was no question on the poll for that or a box to check, but an Other category where that concern could have been expressed. Only 4.8 percent had checked that box as compared to public safety, which respondents at 68 percent noted compared to the streets that were mentioned by 65 percent of respondents, parks mentioned by 48 percent of respondents, and managing City finances rated 38 percent or fifth among all issues that voters were concerned about. This concern was elsewhere in the poll, with a majority of respondents having agreed with a hypothetical person who suggested the City should figure out how to balance the budget without new taxes, and a majority also stated they would vote no on a sales tax measure if they knew the City received other funds from other sources.

In addition, Ms. Horn stated the gap between the importance and satisfaction on this issue of managing finances underscored the concern with how the City managed its finances. She found the poll had shown that the citizens of Pinole wanted this City Council to manage taxpayer money responsibly and in a manner consistent with the real concerns that the people had, police, fire, parks, streets and the like, and perhaps those who voted to spend \$57,000 to put Measure D on the ballot, a measure citizens were not clamoring for and a measure even its proponents now would not support in writing, would remember those concerns in the future.

William Horton commented on the trouble he sensed on the November ballot. He commented a \$250 parcel tax as shown on Pages 27 and 42 of the PowerPoint presentation, was far below a two-thirds vote, and the City Council would be well advised to see that citizens did not want a parcel tax. A sales tax of a quarter percent as shown on Pages 26 and 41 of the PowerPoint presentation were below the two-thirds approval needed and would be an uphill battle. A \$20 million bond issue per Pages 15 and 24 of the PowerPoint presentation, spoke to the story of this complicated document, and again it was below the two-thirds approval needed and they may get it or not, which was a gamble with all of the other taxes on the November ballot. He added an advisory measure may pass, but a tax measure on the same ballot may fail, which had happened around 30 years ago when citizens passed an advisory measure but did not pass the tax to pay for it. He urged caution on what the City sought and stated it may get some surprises with the votes.

PUBLIC COMMENTS CLOSED

Mayor Tave asked what would happen if the electorate passed an advisory measure but not the funding.

City Attorney Casher commented he would have to look into that and had not considered that scenario.

Mayor Pro Tem Murphy commented when he worked on ballot measures in the past with that scenario, the City could be set to work on an issue but people may not want to invest, although the data spoke to clear support for repairing roads which everyone was aligned with. He asked whether the 400 respondents represented a statistically significant sample size.

Mr. Emeneger explained that was standard and he offered a comparison and noted for other cities with larger votes, they would survey 300 people, which was perfectly acceptable for polling. The fact they polled 400 people for a city the size of Pinole was very, very thorough and statistically significant.

Mayor Pro Tem Murphy referenced the question asked about the infrastructure bond, and asked about the timeline if that were to pass.

Mr. Emeneger explained they had added the language *until ended by voters* to the second to last clause in the question, which read: *To repair and improve Pinole's aging streets and roads; fix potholes; repair, construct, and improve sidewalks and pedestrian safety improvements; upgrade storm drains to reduce flooding; and complete other essential infrastructure improvements; shall the City of Pinole issue bonds in an amount not to exceed twenty million dollars with bonds repaid from property taxes levied at legal rates, requiring independent citizen oversight, annual audits, and all funds spent locally and not for salaries or pensions; until ended by voters, requiring two-thirds approval?* In the past, they may have an A and B test, where there was a sunset clause, and one that says until ended by voters to see if there was any difference. In this case, they added the language *until ended by voters*, which explained the timeline for the measure.

Mayor Pro Tem Murphy asked what direction was being asked of the City Council for this item.

Interim City Manager Evans would like the City Council to accept the report and staff would return with other types of activities, as previously mentioned. This was a component from the April 2024 Strategic Planning Financial Report, in particular, Scenario 1, which looked at strong revenue strategies; a parcel tax was Strategy 3, a Sales and Use Tax, which was approved by the Community was Strategy 2.

Mayor Pro Tem Murphy understood the City Council would file and receive the report. He commented the City Council adopted the Long-Term Financial Plan (LTFP) in 2022. It included the idea of a cannabis tax measure, and he asked about the next steps once this report was filed.

Interim City Manager Evans explained that action would tie into the Special Meeting scheduled for March 31, 2026 when the City Council would receive a budget update, and allow a better understanding of the projections over the next five to ten years similar to what had been included in the report from April 2024. The challenge was that certain expenditures were outpacing revenues and the City needed to come up with strategies to address that.

Mayor Tave commented on the idea to issue a bond to help with pension obligations and asked if that was something that could be done.

Finance Director Guillory clarified the City had the 2006 Pension Obligation Bonds through 2036.

In response to Mayor Tave as to whether or not there could be two bonds, Interim City Manager Evans suggested speaking to a financial advisor, and he referred to NHA to lay out the pros and cons of layering two bonds at once and the capacity within the General Fund.

Mayor Pro Tem Murphy understood the City had until August to place a ballot measure on the ballot, was informed by City Clerk Bell-Spears it was typically the first week of August and staff would count back from there in terms of bringing it to the City Council.

ACTION: Motion by Council members Sasai/Toms to Receive the Report on the Voter Survey Results.

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

7. **ADJOURNMENT** to the Special City Council Meeting of March 31, 2026 in Remembrance of Amber Swartz.

At 9:48 p.m., Mayor Tave adjourned to a Special City Council Meeting on March 31, 2026 in Remembrance of Amber Swartz.

Submitted by:

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

WARRANT LISTING

By Vendor Name



City of Pinole, CA

Payment Dates 3/14/2026 - 4/3/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3082 - AAA WORKSPACE					
2486422-0	109501	03/20/2026	500-641-42201	OFFICE SUPPLIES WPCP	188.77
2486422-1	109551	03/27/2026	500-641-42201	OFFICE SUPPLIES WPCP	101.38
Vendor 3082 - AAA WORKSPACE Total:					290.15
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
3180066	109502	03/20/2026	100-116-42101	FEBRUARY 2026 CONSULTING FEES	2,083.33
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.33
Vendor: 3197 - AMERIGAS PROPANE LP					
03302026	109592	04/03/2026	100-000-31510	REFUND OVERPAYMENT BL23-08192	390.00
Vendor 3197 - AMERIGAS PROPANE LP Total:					390.00
Vendor: ATT01 - AT&T					
000024919739	109552	03/27/2026	525-118-43101	MIS PHONE	1,529.09
000024923351	109552	03/27/2026	525-118-43101	PW PHONE	261.46
000024923352	109552	03/27/2026	525-118-43101	ADMINISTRATION PHONE	90.96
000024923353	109552	03/27/2026	525-118-43101	RECREATION PHONE	866.36
000024923354	109552	03/27/2026	525-118-43101	CDD PHONE	26.15
000024984077	109552	03/27/2026	525-118-43101	POLICE PHONE	630.24
Vendor ATT01 - AT&T Total:					3,404.26
Vendor: BAY01 - BAY AREA AIR QUALITY					
T202517	109553	03/27/2026	500-641-44304	ANNUAL PERMIT RENEWAL 04012026-04012027 WPCP	28,625.00
Vendor BAY01 - BAY AREA AIR QUALITY Total:					28,625.00
Vendor: 2291 - BAYSIDE APARTMENTS					
03302026	109593	04/03/2026	212-462-34215	REFUND OVERPAYMENT RTL26-0037	145.00
Vendor 2291 - BAYSIDE APARTMENTS Total:					145.00
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
18491	109554	03/27/2026	100-110-41007	BASIC LIFE AD&D	1.94
18491	109554	03/27/2026	100-110-41007	BASIC LIFE AD&D	5.85
18491	109554	03/27/2026	100-111-41007	BASIC LIFE AD&D	7.91
18491	109554	03/27/2026	100-111-41007	BASIC LIFE AD&D	23.91
18491	109554	03/27/2026	100-112-41007	BASIC LIFE AD&D	51.81
18491	109554	03/27/2026	100-112-41007	BASIC LIFE AD&D	17.14
18491	109554	03/27/2026	100-112-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	100-113-41007	BASIC LIFE AD&D	5.14
18491	109554	03/27/2026	100-113-41007	BASIC LIFE AD&D	15.54
18491	109554	03/27/2026	100-115-41007	BASIC LIFE AD&D	25.62
18491	109554	03/27/2026	100-115-41007	BASIC LIFE AD&D	77.43
18491	109554	03/27/2026	100-115-41008	BASIC LIFE AD&D	71.10
18491	109554	03/27/2026	100-116-41007	BASIC LIFE AD&D	59.86
18491	109554	03/27/2026	100-116-41007	BASIC LIFE AD&D	19.80
18491	109554	03/27/2026	100-116-41007	BASIC LIFE AD&D	359.83
18491	109554	03/27/2026	100-221-41007	BASIC LIFE AD&D	119.06
18491	109554	03/27/2026	100-221-41007	BASIC LIFE AD&D	68.30
18491	109554	03/27/2026	100-222-41007	BASIC LIFE AD&D	22.60
18491	109554	03/27/2026	100-222-41008	BASIC LIFE AD&D	118.18
18491	109554	03/27/2026	100-223-41007	BASIC LIFE AD&D	138.99
18491	109554	03/27/2026	100-223-41007	BASIC LIFE AD&D	45.99
18491	109554	03/27/2026	100-223-41007	BASIC LIFE AD&D	33.37
18491	109554	03/27/2026	100-341-41007	BASIC LIFE AD&D	100.84
18491	109554	03/27/2026	100-341-41007	BASIC LIFE AD&D	118.50

WARRANT LISTING

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
18491	109554	03/27/2026	100-342-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	100-343-41007	BASIC LIFE AD&D	33.50
18491	109554	03/27/2026	100-343-41007	BASIC LIFE AD&D	101.23
18491	109554	03/27/2026	100-343-41008	BASIC LIFE AD&D	164.70
18491	109554	03/27/2026	100-465-41007	BASIC LIFE AD&D	4.68
18491	109554	03/27/2026	100-465-41007	BASIC LIFE AD&D	14.13
18491	109554	03/27/2026	100-465-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	105-221-41007	BASIC LIFE AD&D	17.71
18491	109554	03/27/2026	105-221-41007	BASIC LIFE AD&D	5.86
18491	109554	03/27/2026	107-221-41007	BASIC LIFE AD&D	24.58
18491	109554	03/27/2026	107-221-41007	BASIC LIFE AD&D	74.28
18491	109554	03/27/2026	107-342-41007	BASIC LIFE AD&D	5.45
18491	109554	03/27/2026	107-342-41007	BASIC LIFE AD&D	16.47
18491	109554	03/27/2026	209-551-41007	BASIC LIFE AD&D	55.49
18491	109554	03/27/2026	209-551-41007	BASIC LIFE AD&D	18.36
18491	109554	03/27/2026	209-551-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	209-552-41007	BASIC LIFE AD&D	17.15
18491	109554	03/27/2026	209-552-41007	BASIC LIFE AD&D	5.68
18491	109554	03/27/2026	209-552-41008	BASIC LIFE AD&D	40.53
18491	109554	03/27/2026	209-553-41007	BASIC LIFE AD&D	12.40
18491	109554	03/27/2026	209-553-41007	BASIC LIFE AD&D	4.10
18491	109554	03/27/2026	209-553-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	209-554-41007	BASIC LIFE AD&D	10.71
18491	109554	03/27/2026	209-554-41007	BASIC LIFE AD&D	3.54
18491	109554	03/27/2026	209-554-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	212-461-41007	BASIC LIFE AD&D	18.12
18491	109554	03/27/2026	212-461-41007	BASIC LIFE AD&D	54.77
18491	109554	03/27/2026	212-462-41007	BASIC LIFE AD&D	23.03
18491	109554	03/27/2026	212-462-41007	BASIC LIFE AD&D	69.62
18491	109554	03/27/2026	212-462-41008	BASIC LIFE AD&D	71.10
18491	109554	03/27/2026	500-641-41007	BASIC LIFE AD&D	59.53
18491	109554	03/27/2026	500-641-41007	BASIC LIFE AD&D	179.92
18491	109554	03/27/2026	500-641-41008	BASIC LIFE AD&D	213.30
18491	109554	03/27/2026	500-642-41007	BASIC LIFE AD&D	28.49
18491	109554	03/27/2026	500-642-41007	BASIC LIFE AD&D	9.43
18491	109554	03/27/2026	500-642-41008	BASIC LIFE AD&D	47.40
18491	109554	03/27/2026	505-119-41007	BASIC LIFE AD&D	29.60
18491	109554	03/27/2026	505-119-41007	BASIC LIFE AD&D	9.80
18491	109554	03/27/2026	505-119-41008	BASIC LIFE AD&D	47.40
18491	109554	03/27/2026	525-118-41007	BASIC LIFE AD&D	31.06
18491	109554	03/27/2026	525-118-41007	BASIC LIFE AD&D	10.27
18491	109554	03/27/2026	525-118-41008	BASIC LIFE AD&D	23.70
18491	109554	03/27/2026	998-20107	BASIC LIFE AD&D	13.00
18491	109554	03/27/2026	998-20107	BASIC LIFE AD&D	4.20
18491	109554	03/27/2026	998-20107	BASIC LIFE AD&D	178.50
18491	109554	03/27/2026	998-20118	BASIC LIFE AD&D	433.50
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					3,837.20
Vendor: 3191 - BETTY COUZENS					
03192026	109555	03/27/2026	100-000-31510	REFUND OVERPAYMENT BL R23-05993	168.00
Vendor 3191 - BETTY COUZENS Total:					168.00
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7193275	109503	03/20/2026	209-552-42108	FOOD PROGRAM PSC	1,189.39
7193276	109503	03/20/2026	209-552-43804	FOOD PROGRAM PSC	931.43
7193277	109503	03/20/2026	209-552-43804	FOOD PROGRAM PSC	177.88
7197763	109556	03/27/2026	209-552-43804	FOOD PROGRAM PSC	1,888.56
7197764	109556	03/27/2026	209-552-43804	FOOD PROGRAM PSC	247.18
7199876	109556	03/27/2026	209-552-43804	FOOD PROGRAM PSC	-61.77
7200650	109556	03/27/2026	209-552-43804	FOOD PROGRAM PSC	45.27
7206928	109594	04/03/2026	209-552-43804	FOOD PROGRAM PSC	1,112.69

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7206929	109594	04/03/2026	209-552-43804	FOOD PROGRAM PSC	175.74
7206930	109594	04/03/2026	209-552-42108	FOOD PROGRAM PSC	566.58
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					6,272.95
Vendor: 2268 - CATTRON NORTH AMERICA, INC.					
50IV25019352	109595	04/03/2026	500-642-42101	SUBSCRIPTION PINOLE LIFT STAT 120125-113026	500.25
Vendor 2268 - CATTRON NORTH AMERICA, INC. Total:					500.25
Vendor: CDW01 - CDW GOVERNMENT INC.					
AI2XQ7S	109504	03/20/2026	100-221-47104	PANASONIC PREMIUM KEYBOARD PD	685.21
AI3SN6J	109504	03/20/2026	500-641-42201	LVO T24 MONITOR	186.91
AI3SN7W	109504	03/20/2026	525-118-47106	LVO T14 LAPTOP REC AND PCTV	3,425.75
AI3TN7G	109504	03/20/2026	525-118-47106	LVO LAPTOPS PD SVCS ADMINISTRATION WPCP	4,784.85
AI3XG4D	109504	03/20/2026	525-118-47106	LVO LAPTOPS	2,160.90
AI5GR2F	109557	03/27/2026	525-118-42510	ADO ACROBAT STD	3,423.00
ZR01166972	109596	04/03/2026	525-118-42510	PHOTOSHOP ACROBAT PRO	6,927.88
ZR01166973	109596	04/03/2026	525-118-42510	SUBSCRIPTION NGE	478.72
ZR01166974	109596	04/03/2026	525-118-42510	NGE VISIO SUBSCRIPTION	15.04
ZR01166975	109596	04/03/2026	525-118-42510	NGE INTUNE SUBSCRIPTION	20.52
Vendor CDW01 - CDW GOVERNMENT INC. Total:					22,108.78
Vendor: CIT08 - CITY MECHANICAL, INC					
122292	109597	04/03/2026	209-557-42108	PLBG SERVICE SWIM CENTER	2,490.00
123275	109558	03/27/2026	100-343-42108	HVAC SERVICE CORP YARD	1,294.44
123276	109558	03/27/2026	100-343-42108	HVAC SERVICE CY	1,818.60
Vendor CIT08 - CITY MECHANICAL, INC Total:					5,603.04
Vendor: CIT12 - CITY OF CONCORD					
03232026	109559	03/27/2026	100-111-42301	DINNER TICKET FOR MAYOR'S CONFERENCE EVANS	80.00
Vendor CIT12 - CITY OF CONCORD Total:					80.00
Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES					
10612	109560	03/27/2026	209-552-42107	CLEAN CREASE TRAPS PSC	175.00
Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:					175.00
Vendor: COM20 - COMCAST					
0050719-03032026	109505	03/20/2026	100-222-43105	CABLE PD	18.24
0210511-03162026	109598	04/03/2026	100-222-43105	CABLE PD 03212026-04202026	251.01
0419492-03022026	109505	03/20/2026	525-118-43106	SWIM CENTER INTERNET	239.67
0433782-03192026	109598	04/03/2026	505-119-43105	CABLE AT PCTV	0.69
264244824	109506	03/20/2026	525-118-43106	PD INTERNET	1,054.32
Vendor COM20 - COMCAST Total:					1,563.93
Vendor: COM23 - COMMUNICATION SERVICE CO.					
421586P	109561	03/27/2026	209-552-42108	SERVICE CALL ALARM PULL RESET AND CLEAR PSC	230.00
Vendor COM23 - COMMUNICATION SERVICE CO. Total:					230.00
Vendor: 2626 - CONSOR NORTH AMERICA, INC.					
N202830CA.00-65	109507	03/20/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	7,187.62
N202830CA.00-67	109507	03/20/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	7,454.59
Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:					14,642.21
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
FY2526-APR	109599	04/03/2026	100-231-42101	FIRE PROTECTION SERVICES APRIL 2026	195,321.60
FY2526-APR	109599	04/03/2026	105-231-42101	FIRE PROTECTION SERVICES APRIL 2026	153,005.98

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FY2526-APR	109599	04/03/2026	106-231-42101	FIRE PROTECTION SERVICES APRIL 2026	152,604.09
Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:					500,931.67
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
709141	109562	03/27/2026	200-342-42101	TRAFFIC SIGNAL MAINTENANCE OCTOBER 2025	44,680.43
709141	109562	03/27/2026	310-347-42101	TRAFFIC SIGNAL MAINTENANCE OCTOBER 2025	437.06
709141	109562	03/27/2026	310-348-42101	TRAFFIC SIGNAL MAINTENANCE OCTOBER 2025	218.53
709302	109562	03/27/2026	200-342-42101	TRAFFIC SIGNAL MAINTENANCE FEBRUARY 2026	14,002.38
709302	109562	03/27/2026	310-347-42101	TRAFFIC SIGNAL MAINTENANCE FEBRUARY 2026	1,092.65
709302	109562	03/27/2026	310-348-42101	TRAFFIC SIGNAL MAINTENANCE FEBRUARY 2026	437.06
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					60,868.11
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0322592	109563	03/27/2026	209-552-44304	PSC KITCHEN PERMIT	2,790.00
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					2,790.00
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82294319	109508	03/20/2026	525-118-42510	REALQUEST SOFTWARE CITYWIDE	770.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					770.41
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
31404	109509	03/20/2026	100-221-42107	TIRE PACKAGE KUMHO SOLUS PD	594.42
31523	109509	03/20/2026	100-221-42107	PREMIER BRAKE PACKAGE PD	1,034.50
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					1,628.92
Vendor: 2381 - DAVID HANHAM					
03162026	109510	03/20/2026	212-461-42302	MEALS REIMBURSEMENT MILEAGE	464.80
03162026	109510	03/20/2026	212-461-42303	MEALS REIMBURSEMENT MILEAGE	52.00
Vendor 2381 - DAVID HANHAM Total:					516.80
Vendor: DEP22 - DEPARTMENT OF INDUSTRIAL RELATIONS					
S 2252838 OA	109564	03/27/2026	100-343-42108	CONVEYANCE 112754	675.00
S 2252963 OA	109564	03/27/2026	505-119-42108	CONVEYANCE 141505	675.00
Vendor DEP22 - DEPARTMENT OF INDUSTRIAL RELATIONS Total:					1,350.00
Vendor: 3196 - DEPENDABLE ROOFING INC					
03262026	109600	04/03/2026	100-000-31510	OVERPAYMENT BL 23-07362	245.00
Vendor 3196 - DEPENDABLE ROOFING INC Total:					245.00
Vendor: 3004 - DIANA GALINDO					
03082026	109511	03/20/2026	100-221-42302	MILEAGE REIMBURSEMENT FOR POLICE ACADEMY	392.00
032202026	109601	04/03/2026	100-221-42302	MILEAGE REIMBUR FOR ACADEMY	392.00
Vendor 3004 - DIANA GALINDO Total:					784.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
87120474	109512	03/20/2026	100-10601	GASOLINE UNL CY	1,685.89
87131481	109565	03/27/2026	100-10601	GASOLINE UNL CY	3,401.67
87146005	109565	03/27/2026	100-10601	GASOLINE UNL	2,884.91
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					7,972.47
Vendor: 2682 - EAN SERVICES, LLC					
90178944611	109566	03/27/2026	100-221-42514	RENTAL CAR PD	202.44
Vendor 2682 - EAN SERVICES, LLC Total:					202.44

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: EBM01 - EBMUD					
464595-03032026	109513	03/20/2026	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	43.89
464595-03032026	109513	03/20/2026	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	43.89
464596-03032026	109513	03/20/2026	107-345-43102	2310 Park St--Fernandez Park Baseball Field	2,008.90
465190-03032026	109513	03/20/2026	201-343-43102	813 Fernandez Ave--Irrigation Use Only	107.40
465395-03022028	109513	03/20/2026	107-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	236.74
465422-03032026	109513	03/20/2026	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	3,176.14
465553-03032026	109513	03/20/2026	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	81.88
465569-03032026	109513	03/20/2026	100-343-43102	601 Tennent Ave--Memorial Hall	107.44
465922-03032026	109513	03/20/2026	100-343-43102	636 Tennent Ave--Irrigation Use Only	224.10
465923-03032026	109513	03/20/2026	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	766.86
465924-03032026	109513	03/20/2026	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	1,535.51
465924-03032026	109513	03/20/2026	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	341.23
465924-03032026	109513	03/20/2026	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	1,535.52
466363-03032026	109513	03/20/2026	107-345-43102	1818 Canyon Dr--Irrigation Use Only	53.70
466641-03032026	109513	03/20/2026	100-343-43102	880 San Pablo Ave--Irrigation Use Only	277.84
524589-03032026	109513	03/20/2026	107-345-43102	592 Marlesta Rd--Irrigation Use Only	152.28
529821-03032026	109513	03/20/2026	209-552-43102	2500 Charles St--Senior Center	908.88
529852-03032026	109513	03/20/2026	209-552-43102	2500 Charles St--Senior Center	1,348.92
532187-03202026	109602	04/03/2026	100-343-43102	2601 Charles St--Irrigation Use Only	53.70
539199-03202026	109602	04/03/2026	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	504.28
540499-03032026	109513	03/20/2026	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	53.70
541397-03042026	109513	03/20/2026	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	53.70
544461-03032026	109513	03/20/2026	100-110-43102	2131 Pear St--Offices--City Hall	4.25
544461-03032026	109513	03/20/2026	100-111-43102	2131 Pear St--Offices--City Hall	10.19
544461-03032026	109513	03/20/2026	100-112-43102	2131 Pear St--Offices--City Hall	9.34
544461-03032026	109513	03/20/2026	100-115-43102	2131 Pear St--Offices--City Hall	27.69
544461-03032026	109513	03/20/2026	100-116-43102	2131 Pear St--Offices--City Hall	9.34
544461-03032026	109513	03/20/2026	100-117-43102	2131 Pear St--Offices--City Hall	74.74
544461-03032026	109513	03/20/2026	100-343-43102	2131 Pear St--Offices--City Hall	133.18
544461-03032026	109513	03/20/2026	200-342-43102	2131 Pear St--Offices--City Hall	23.78
544461-03032026	109513	03/20/2026	212-461-43102	2131 Pear St--Offices--City Hall	9.00
544461-03032026	109513	03/20/2026	212-462-43102	2131 Pear St--Offices--City Hall	23.95
544461-03032026	109513	03/20/2026	285-464-43102	2131 Pear St--Offices--City Hall	7.13
544461-03032026	109513	03/20/2026	505-119-43102	2131 Pear St--Offices--City Hall	7.13
544461-03032026	109513	03/20/2026	100-110-43102	2131 Pear St--Offices--City Hall	9.59
545474-03032026	109513	03/20/2026	100-111-43102	2131 Pear St--Offices--City Hall	23.01
545474-03032026	109513	03/20/2026	100-112-43102	2131 Pear St--Offices--City Hall	21.09
545474-03032026	109513	03/20/2026	100-115-43102	2131 Pear St--Offices--City Hall	62.50
545474-03032026	109513	03/20/2026	100-116-43102	2131 Pear St--Offices--City Hall	21.09
545474-03032026	109513	03/20/2026	100-117-43102	2131 Pear St--Offices--City Hall	168.71
545474-03032026	109513	03/20/2026	100-343-43102	2131 Pear St--Offices--City Hall	300.61
545474-03032026	109513	03/20/2026	200-342-43102	2131 Pear St--Offices--City Hall	53.68

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545474-03032026	109513	03/20/2026	212-461-43102	2131 Pear St--Offices--City Hall	20.32
545474-03032026	109513	03/20/2026	212-462-43102	2131 Pear St--Offices--City Hall	54.06
545474-03032026	109513	03/20/2026	285-464-43102	2131 Pear St--Offices--City Hall	16.10
545474-03032026	109513	03/20/2026	505-119-43102	2131 Pear St--Offices--City Hall	16.10
554167-03042026	109513	03/20/2026	107-345-43102	1600 Primrose Lane--Irrigation Use Only	81.88
554625-03032026	109513	03/20/2026	100-343-43102	601 Tennent Ave--Memorial Hall	340.84
565167-03032026	109513	03/20/2026	201-343-43102	2100 San Pablo Ave--Offices--Faria House	53.70
565169-03032026	109513	03/20/2026	201-343-43102	2100 San Pablo Ave--Offices--Faria House	90.88
570108-03022026	109513	03/20/2026	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	1,536.18
610134-03032029	109513	03/20/2026	201-343-43102	2100 SAN PABLO AVE-IRRIGATION USE ONLY	53.70
Vendor EBM01 - EBMUD Total:					16,880.26
Vendor: 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES					
140879	109603	04/03/2026	500-641-44305	LAB SUPPLIES WPCP	1,496.93
Vendor 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES Total:					1,496.93
Vendor: ERI03 - ERICK WILSON					
02172026	109515	03/20/2026	505-119-42302	REIMBURSEMENT MEALS AND MILEAGE	98.45
02172026	109515	03/20/2026	505-119-42303	REIMBURSEMENT MEALS AND MILEAGE	80.00
Vendor ERI03 - ERICK WILSON Total:					178.45
Vendor: 3174 - EVAN BROOKS ASSOCIATES, INC.					
26003-1	109516	03/20/2026	100-341-40101	GRAN WRITING SUPPORT PW	3,225.00
Vendor 3174 - EVAN BROOKS ASSOCIATES, INC. Total:					3,225.00
Vendor: 2853 - EVERON, LLC					
160618433	109567	03/27/2026	209-552-42108	PSC ALARM SERVICE 040226-050126	166.16
Vendor 2853 - EVERON, LLC Total:					166.16
Vendor: 2948 - FEDERAL REALTY OP LP					
1148553	109568	03/27/2026	201-343-42513	MARCH RENT VISTA CROSSING	100.00
Vendor 2948 - FEDERAL REALTY OP LP Total:					100.00
Vendor: FIS01 - FISHER SCIENTIFIC					
7117915	109517	03/20/2026	500-641-44303	ACETATE BUFF PH WPCP	272.56
Vendor FIS01 - FISHER SCIENTIFIC Total:					272.56
Vendor: 2269 - FRANCO DALAO					
03162026	109569	03/27/2026	100-221-42302	MILEAGE AND MEAL REIMBU DRUG RECOGNITION TRAINING	60.20
03162026	109569	03/27/2026	100-221-42303	MILEAGE AND MEAL REIMBU DRUG RECOGNITION TRAINING	115.00
03162026-1	109569	03/27/2026	100-221-42302	MILEAGE AND MEALS REIMB DRUG RECOGNITION 032026	48.16
03162026-1	109569	03/27/2026	100-221-42303	MILEAGE AND MEALS REIMB DRUG RECOGNITION 032026	92.00
03162026-2	109569	03/27/2026	100-221-42302	MILEAGE AND MEALS REIMB DRUG RECOG CERTIFICATION	46.20
03162026-2	109569	03/27/2026	100-221-42303	MILEAGE AND MEALS REIMB DRUG RECOG CERTIFICATION	69.00
Vendor 2269 - FRANCO DALAO Total:					430.56
Vendor: GRA13 - GRAFIX SHOPPE					
169716	109518	03/20/2026	100-221-42107	RELLECTIVE VEHICLE GRAPHIC PD	1,781.65
Vendor GRA13 - GRAFIX SHOPPE Total:					1,781.65

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Vendor: GRA03 - GRAINGER					
9831350120	109519	03/20/2026	100-345-44306	SUPPLIES FOR PV RESTROOMS	162.95
Vendor GRA03 - GRAINGER Total:					162.95
Vendor: 1112 - GRAY-BOWEN-SCOTT					
23030	109520	03/20/2026	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	7,345.75
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					7,345.75
Vendor: HAC01 - HACH COMPANY					
14910228	109604	04/03/2026	500-641-44303	BUFFER SOLUTION WPCP	155.33
Vendor HAC01 - HACH COMPANY Total:					155.33
Vendor: HIL03 - HILLTOP FORD					
FOCS429919	109605	04/03/2026	100-343-42107	LUBE AND OIL FILTER	263.50
FOCS429965	109605	04/03/2026	100-343-42107	OIL CHANGE NEW ENGINE AND CABIN AIR FILTERS	1,066.49
Vendor HIL03 - HILLTOP FORD Total:					1,329.99
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN060880	109606	04/03/2026	100-115-42101	AUDIT SERVICES SALES TAX Q3/2025	1,613.69
SIN061087	109606	04/03/2026	105-115-42101	AUDIT SERVICES Q3/2025	70.60
SIN061123	109606	04/03/2026	106-115-42101	CONTRACT SERVICES TRANSAC TAX JAN-MARCH2026	370.60
SIN061272	109606	04/03/2026	107-115-42101	CONTRACT SERV TRANS TAX JAN-MARCH 2026	900.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,954.89
Vendor: HOR05 - HORIZON					
1R358639	109521	03/20/2026	100-231-42108	PARTS TO FIX BROKEN HOSE BIB	38.23
Vendor HOR05 - HORIZON Total:					38.23
Vendor: IED02 - IEDA, INC.					
25241	109522	03/20/2026	100-116-42101	LABOR RELATIONS FEES MARCH 2026	2,740.42
Vendor IED02 - IEDA, INC. Total:					2,740.42
Vendor: ICC04 - INTERNATIONAL CODE COUNCIL, INC					
Q15.000038159	109523	03/20/2026	212-462-42101	GOVERNMENTAL MEMBER	170.00
Vendor ICC04 - INTERNATIONAL CODE COUNCIL, INC Total:					170.00
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
178008	109524	03/20/2026	207-344-42107	TRUCK FLAT REPAIR	326.04
Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:					326.04
Vendor: 2068 - JAMIE LAKE					
03192026	109570	03/27/2026	100-000-31510	REFUND OVERPAYMENT BL23-05207	155.00
Vendor 2068 - JAMIE LAKE Total:					155.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
33729	109607	04/03/2026	209-554-42108	JANITORIAL SERVICES APRIL 2026 PYC	497.63
33730	109607	04/03/2026	209-552-42108	JANITORIAL SERVICES APRIL 2026 PSC	460.48
33731	109607	04/03/2026	209-552-42108	JANITORIAL SERVICES APRIL 2026 PSC KITCHEN	442.56
33732	109607	04/03/2026	209-553-42108	JANITORIAL SERVECE APRIL 2026 TINY TOTS	531.51
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,932.18
Vendor: 1415 - JASON DEAN					
03302026	109608	04/03/2026	100-221-42303	MEAL REIMBURSEMENT CSAR TRAINING	243.00
Vendor 1415 - JASON DEAN Total:					243.00

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2364 - JEFFREY TEEL					
03242026	109609	04/03/2026	100-221-42303	MEAL REIMBURSEMENT ICI TRAINING	115.00
03242026-1	109609	04/03/2026	100-221-42303	MEAL REIMBURSEMENT ICI TRAINING 0302-03062026	115.00
Vendor 2364 - JEFFREY TEEL Total:					230.00
Vendor: 3019 - JOBELEPHANT.COM INC.					
4487620	109525	03/20/2026	100-116-42504	ADVERTISING ASSOCIATE CIVIL ENGINEER	1,918.00
4488857	109525	03/20/2026	100-116-42504	ADVERTISING CAPITAL IMPROVEMENT PROGRAM MGR	974.00
4491878	109525	03/20/2026	100-116-42504	ADVERTISING ASSOCIATE CIVIL ENGINEER	399.00
4491879	109525	03/20/2026	100-116-42504	CAPITAL IMPROVEMENT PROGRAM MANAGER AD	399.00
Vendor 3019 - JOBELEPHANT.COM INC. Total:					3,690.00
Vendor: 2977 - JOSE A. VARGAS					
03112026	109571	03/27/2026	209-554-38112	SECURITY SERVICES PYC 03282026	200.00
03262026	109610	04/03/2026	209-552-38112	SECURITY SERVICES RENTAL PSC 04112026	900.00
03302026-1	109610	04/03/2026	209-552-38112	SECURITY SERVICES PSC RENTAL 04252026	675.00
Vendor 2977 - JOSE A. VARGAS Total:					1,775.00
Vendor: 3193 - KATHERINE QUIROS					
03192026	109572	03/27/2026	209-20308	EVENT CANCELLATION DEPOSIT REFUNDED	845.00
Vendor 3193 - KATHERINE QUIROS Total:					845.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000034842	109573	03/27/2026	500-641-44302	SLUDGE REMOVAL WPCP	5,291.35
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,291.35
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
13540	109526	03/20/2026	500-641-44303	ZETAG BAGS WPCP	6,620.16
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					6,620.16
Vendor: BRE09 - KYLE BRECKENRIDGE					
02102026	109574	03/27/2026	100-221-42302	MILEAGE AND MEALS REIMB SLI TRAINING SESSION 4	789.11
02102026	109574	03/27/2026	100-221-42303	MILEAGE AND MEALS REIMB SLI TRAINING SESSION 4	279.00
03102026	109574	03/27/2026	100-221-42302	MILEAGE AND MEALS REIMB SLI TRAINING SESSION 5	792.25
03102026	109574	03/27/2026	100-221-42303	MILEAGE AND MEALS REIMB SLI TRAINING SESSION 5	279.00
Vendor BRE09 - KYLE BRECKENRIDGE Total:					2,139.36
Vendor: 3084 - LEADSONLINE, LLC					
424304	109611	04/03/2026	100-222-42101	CELLHAWK SUBSCRIPTION INVESTIGATOR 060126-05312027	5,760.00
Vendor 3084 - LEADSONLINE, LLC Total:					5,760.00
Vendor: 2635 - LINDA SEGUNDO					
03192026	109575	03/27/2026	100-222-42302	MILEAGE REIMB TRAINING PROPERTY AND EVIDENCE	182.56
Vendor 2635 - LINDA SEGUNDO Total:					182.56
Vendor: CUR03 - LN CURTIS & SONS					
INV1045050	109527	03/20/2026	100-221-42514	UNIFORM A. HASTINGS	486.07
INV1046751	109576	03/27/2026	100-221-42514	UNIFORM FOR MOTORCYCLE DALAO	393.30
Vendor CUR03 - LN CURTIS & SONS Total:					879.37

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3188 - MAGELLAN CONSTRUCTION					
03122026	109528	03/20/2026	100-000-31510	OVERPAYMENT OF BL FEES BUS26-0069	87.00
Vendor 3188 - MAGELLAN CONSTRUCTION Total:					87.00
Vendor: MAN01 - MANNA FOODS, INC.					
1053216	109577	03/27/2026	209-552-43804	FOOD PROGRAM PSC	68.77
Vendor MAN01 - MANNA FOODS, INC. Total:					68.77
Vendor: MET06 - METTLER-TOLEDO, INC.					
655490530	109529	03/20/2026	500-641-44305	FULL PREVENTIVE MAINTENANCE WPCP	502.04
Vendor MET06 - METTLER-TOLEDO, INC. Total:					502.04
Vendor: 3192 - MOTIF STUDIO					
03192026	109578	03/27/2026	100-000-31510	REFUND OVERPAYMETN BUS26-0077	42.00
Vendor 3192 - MOTIF STUDIO Total:					42.00
Vendor: 3078 - NETFILE, INC.					
10824	109530	03/20/2026	100-112-42101	ANNUAL SUBSCRIPTION CITY CLERK	7,050.00
Vendor 3078 - NETFILE, INC. Total:					7,050.00
Vendor: OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC					
CL 25/26	109612	04/03/2026	100-223-42106	CLETS FY25/26 ANNUAL FEE SOFTWARE AND HARDWARE MAI	2,043.94
Vendor OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC Total:					2,043.94
Vendor: 3059 - OMG NATIONAL					
Y1560509	109531	03/20/2026	100-222-42514	PRINTING STICKERS PENS WRISTBANDS KEYCHAINS MISC	2,935.28
Vendor 3059 - OMG NATIONAL Total:					2,935.28
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402270854	109579	03/27/2026	100-343-42108	MAITENANCE APRIL 2026 CH ELEVATOR	138.29
100402270880	109579	03/27/2026	100-222-42108	MAINTENANCE APRIL 2026 PUBLIC SAFETY BLDG ELEVATOR	138.01
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					276.30
Vendor: PGE01 - PG&E					
0081-03192026	109613	04/03/2026	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	123.33
02096-03192026	109613	04/03/2026	200-342-43103	S/E CORNER SAN PABLO AVE & TENNETT TRAFFIC SIGNAL	142.57
0217-03182026	109613	04/03/2026	107-345-43103	TENNETT & PARK ST CLUB HOUSE	21.28
0466-02172026	109532	03/20/2026	209-554-43103	635 TENNETT AVE YOUTH CTR/CATV	187.92
0466-02172026	109532	03/20/2026	505-119-43103	635 TENNETT AVE YOUTH CTR/CATV	281.89
0466-03182026	109613	04/03/2026	209-554-43103	635 TENNETT AVE YOUTH CTR/CATV	175.59
0466-03182026	109613	04/03/2026	505-119-43103	635 TENNETT AVE YOUTH CTR/CATV	263.38
0498-03122026	109580	03/27/2026	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,264.32
0813-03182026	109613	04/03/2026	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	90.20
0883-003132026	109580	03/27/2026	100-222-43103	800 TENNETT AVE PUBLI C SAFETY FACILITY	2,542.19
0883-003132026	109580	03/27/2026	100-223-43103	800 TENNETT AVE PUBLI C SAFETY FACILITY	508.44
0883-003132026	109580	03/27/2026	100-231-43103	800 TENNETT AVE PUBLI C SAFETY FACILITY	2,033.76

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0887-03042026	109532	03/20/2026	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	160.02
0923-03182026	109613	04/03/2026	100-110-43103	2131 PEAR ST	133.83
0923-03182026	109613	04/03/2026	100-111-43103	2131 PEAR ST	176.09
0923-03182026	109613	04/03/2026	100-112-43103	2131 PEAR ST	193.70
0923-03182026	109613	04/03/2026	100-115-43103	2131 PEAR ST	482.48
0923-03182026	109613	04/03/2026	100-116-43103	2131 PEAR ST	140.87
0923-03182026	109613	04/03/2026	100-117-43103	2131 PEAR ST	1,567.18
0923-03182026	109613	04/03/2026	100-343-43103	2131 PEAR ST	2,919.53
0923-03182026	109613	04/03/2026	200-342-43103	2131 PEAR ST	510.65
0923-03182026	109613	04/03/2026	212-461-43103	2131 PEAR ST	211.30
0923-03182026	109613	04/03/2026	212-462-43103	2131 PEAR ST	531.78
0923-03182026	109613	04/03/2026	285-464-43103	2131 PEAR ST	176.09
1093-03032026	109532	03/20/2026	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	1,622.56
1121-03192026	109613	04/03/2026	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	120.81
1156-02112026	109532	03/20/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	38.55
1156-02112026	109532	03/20/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	57.82
1156-03132026	109613	04/03/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	32.19
1156-03132026	109613	04/03/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	48.29
1233-03192026	109613	04/03/2026	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	132.27
1462-02112026	109532	03/20/2026	209-552-43103	2500 CHARLES ST SENIOR CENTER	1,037.70
1462-03132026	109613	04/03/2026	209-552-43103	2500 CHARLES ST SENIOR CENTER	619.54
1798-02262026	109532	03/20/2026	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	261.51
1801-02082026	109532	03/20/2026	209-553-43103	2454 SIMAS AVE REC CTR & POOL	373.17
1801-03112026	109580	03/27/2026	209-553-43103	2454 SIMAS AVE REC CTR & POOL	259.13
2182-03042026	109532	03/20/2026	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	116.28
2506-03182026	109613	04/03/2026	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	21.33
2615-03192026	109613	04/03/2026	107-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	2.21
2620-03192026	109613	04/03/2026	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	151.12
2793-03192026	109613	04/03/2026	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	124.68
3029-03132026	109580	03/27/2026	107-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	121.27
3311-03192026	109613	04/03/2026	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	176.16
3537-03182026	109613	04/03/2026	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	41.58
3834-03082026	109580	03/27/2026	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	283.03
3850-02172026	109532	03/20/2026	107-345-43103	601 TENNENT AVE CARETAKER'S SHED	128.90
3850-03182026	109613	04/03/2026	107-345-43103	601 TENNENT AVE CARETAKER'S SHED	109.57
3879-02262026	109532	03/20/2026	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	439.50
3914-03182026	109613	04/03/2026	107-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	1,142.54

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4065-03182026	109613	04/03/2026	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	94.97
4157-03122026	109580	03/27/2026	100-222-43103	809 CITY HALL	10.95
4193-03192026	109613	04/03/2026	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	86.47
4256-02262026	109532	03/20/2026	500-641-43103	11 TENNANT AVE	167,580.23
4368-03182026	109613	04/03/2026	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	228.32
4612-03182026	109613	04/03/2026	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	39.12
5127-03192026	109613	04/03/2026	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	234.37
5137-02122026	109532	03/20/2026	209-557-43103	2450 SIMAS AVE SWIM CTR	7,248.30
5137-03192026	109613	04/03/2026	209-557-43103	2450 SIMAS AVE SWIM CTR	672.27
5374-03192026	109613	04/03/2026	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	156.10
5387-03192026	109613	04/03/2026	107-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	66.40
6043-03122026	109580	03/27/2026	100-231-43103	3790 PINOLE VALLEY RD	29.11
6521-02262026	109532	03/20/2026	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	165.77
6897-02262026	109532	03/20/2026	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	94.00
6969-013182026	109613	04/03/2026	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	162.04
7114-03192026	109613	04/03/2026	200-342-43103	2429 SAN PABLO AVE	172.48
7186-02112026	109532	03/20/2026	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	244.20
7186-03132026	109613	04/03/2026	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	122.98
7509-03182026	109613	04/03/2026	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	89.77
7547-02262026	109532	03/20/2026	100-222-43103	880 Tennent Ave-Public Safety Facility	4,814.53
7547-02262026	109532	03/20/2026	100-223-43103	880 Tennent Ave-Public Safety Facility	962.91
7547-02262026	109532	03/20/2026	100-231-43103	880 Tennent Ave-Public Safety Facility	3,851.63
7964-03182026	109613	04/03/2026	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	7.06
8086-03192026	109613	04/03/2026	200-342-43103	N/S BORDER CITY OF PINOLE	126.61
8517-03122026	109580	03/27/2026	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	9.87
8687-03192026	109613	04/03/2026	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	158.06
8716-03132026	109580	03/27/2026	500-641-43103	SEWAGE PLNT-FT OF TENNENT	4,906.19
9824-03192026	109613	04/03/2026	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	157.94
9900-03172026	109613	04/03/2026	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	218.18
9929-02252026	109532	03/20/2026	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	119.06
9961-02262026	109532	03/20/2026	209-552-43103	2500 CHARLES ST-SENIOR CENTER	8,499.41
9985-03182026	109613	04/03/2026	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	140.38
Vendor PGE01 - PG&E Total:					223,769.78
Vendor: PIT06 - PITNEY BOWES					
03182026	109581	03/27/2026	525-118-42203	POSTAGE REFILL 0262026	1,877.88
Vendor PIT06 - PITNEY BOWES Total:					1,877.88

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1013 - PRECISION CONCRETE CUTTING					
56273	109582	03/27/2026	215-342-47204	SIDEWALK OFFSET REPAIR	<u>1,650.00</u>
Vendor 1013 - PRECISION CONCRETE CUTTING Total:					1,650.00
Vendor: 1009 - PRECISION IT CONSULTING					
15906	109534	03/20/2026	525-118-42101	SECURITY SERVICES MFA RMM PSA ACCESS	2,875.00
Vendor 1009 - PRECISION IT CONSULTING Total:					2,875.00
Vendor: 3190 - PROBOLSKY RESEARCH LLC					
26-215	109583	03/27/2026	100-115-42101	VOTER POLL SURVEY	<u>33,100.00</u>
Vendor 3190 - PROBOLSKY RESEARCH LLC Total:					33,100.00
Vendor: 3195 - RAPID FIX INC					
03262026	109616	04/03/2026	100-000-31510	REFUND OVERPAYMENT BL BUS26-0103	140.00
Vendor 3195 - RAPID FIX INC Total:					140.00
Vendor: 2783 - READYFRESH					
06C6708041107	109535	03/20/2026	100-222-42201	WATR FOR PD	720.65
06C6709787258	109535	03/20/2026	500-641-42201	WATER FOR WPCP	<u>132.26</u>
Vendor 2783 - READYFRESH Total:					852.91
Vendor: 2817 - REDWOOD PUBLIC LAW, LLP					
19512	109536	03/20/2026	100-20011	CITY ATTORNEY SERVICES	24,015.59
19513	109536	03/20/2026	100-20011	CITY COUNCIL MEETINGS	2,848.00
19514	109536	03/20/2026	100-20011	FARIA HOUSE DISPOSITION	9,402.50
19515	109536	03/20/2026	100-20011	FIRE	177.50
19516	109536	03/20/2026	100-20011	GENRAL SERVICES CODE ENFORCEMENT	839.00
19517	109536	03/20/2026	100-20011	GENERAL SERVICES COMMUNITY DEVELOPEMENT	5,027.50
19518	109536	03/20/2026	100-20011	GENERAL SERIVES FINANCE	2,203.50
19519	109536	03/20/2026	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	7,623.34
19520	109536	03/20/2026	100-20011	GENERAL SERVICES PUBLIC WORKS	3,978.52
19521	109536	03/20/2026	100-20011	PCB LITIGATION	178.00
19522	109536	03/20/2026	100-20011	PINOLE SHORES II	1,103.50
19523	109536	03/20/2026	100-20011	PUBLIC REOCRDS ACT	441.50
19524	109536	03/20/2026	100-20011	RISK MANAGEMENT	6,209.50
19525	109536	03/20/2026	100-20011	SUCCESSOR AGENCY	<u>1,880.50</u>
Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:					65,928.45
Vendor: RIC19 - RICHMOND ELKS LODGE #1251					
03162026	109537	03/20/2026	100-110-42301	2026 WEST COUNTY LAW ENFORCEMENT DINNER	40.00
Vendor RIC19 - RICHMOND ELKS LODGE #1251 Total:					40.00
Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
266999	109584	03/27/2026	200-342-42514	WATER BASE WHITE CA SPEC PAINT	515.83
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					515.83
Vendor: ROS08 - RSG, INC.					
15159	109538	03/20/2026	285-464-42101	HOUSING CONSULTING SERVICES FY25-26	375.00
15160	109538	03/20/2026	285-464-42101	HOUSING POLICY AND IN-LIEU FEE STUDY	137.50
Vendor ROS08 - RSG, INC. Total:					512.50
Vendor: 3176 - SALS BURY INDUSTRIES, INC.					
6153294	109617	04/03/2026	106-343-47201	METAL LOCKERS FOR CORP YARD STAFF	7,039.45
Vendor 3176 - SALS BURY INDUSTRIES, INC. Total:					7,039.45

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: SAN36 - SAN DIEGO POLICE EQUIP CO					
667825	109585	03/27/2026	100-221-42514	9MM GR TMJ	2,423.30
Vendor SAN36 - SAN DIEGO POLICE EQUIP CO Total:					2,423.30
Vendor: 1714 - SHERRI D. LEWIS					
CC017PINOLE-FY2025/26	109539	03/20/2026	100-112-42101	PREPARE MINUTES FOR CC MTG 03032026	1,012.50
CC018PINOLE-FY2025/26	109618	04/03/2026	100-112-42101	PREPARE MINUTES FOR CC MTG 03172026	525.00
Vendor 1714 - SHERRI D. LEWIS Total:					1,537.50
Vendor: 2657 - SHRED CITY, LLC					
23977022326	109619	04/03/2026	100-112-42101	DOCUMENT DESTURCITON SERVICE FEB. 2026	125.00
23977032326	109619	04/03/2026	100-112-42101	DOCUMENT DESTRUCTIO SERVICE MARCH 2026	125.00
23979032326	109619	04/03/2026	100-221-42101	DOCUMENT DESTRUCTION SERVICE	200.00
Vendor 2657 - SHRED CITY, LLC Total:					450.00
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
11996	109540	03/20/2026	212-461-42101	PLAN REVIEW SERVICES JANUARY 2026	5,683.28
12114	109540	03/20/2026	212-461-42101	PLAN REVIEW SERVICES FEB. 2026	165.75
Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:					5,849.03
Vendor: 2260 - SKL SOLUTIONS, INC.					
03302026	109620	04/03/2026	500-642-42101	REISSUE AP CHECK 106415 UNCLAIMED	12,420.00
Vendor 2260 - SKL SOLUTIONS, INC. Total:					12,420.00
Vendor: SON08 - SONSRAY MACHINERY, LLC.					
SWO075912-1	109541	03/20/2026	100-345-42107	SERVICE PARTS AND LABOR	2,190.73
SWO079440-2	109541	03/20/2026	100-345-42107	LABOR AND TRAVEL TIME	315.96
Vendor SON08 - SONSRAY MACHINERY, LLC. Total:					2,506.69
Vendor: STA42 - STAPLES BUSINESS CREDIT					
FEBRUARY 2026	109542	03/20/2026	100-110-42201	OFFICE SUPPLIES CITYWIDE	97.38
FEBRUARY 2026	109542	03/20/2026	100-110-42201	OFFICE SUPPLIES CITYWIDE	6.31
FEBRUARY 2026	109542	03/20/2026	100-111-42201	OFFICE SUPPLIES CITYWIDE	248.79
FEBRUARY 2026	109542	03/20/2026	100-111-42201	OFFICE SUPPLIES CITYWIDE	69.89
FEBRUARY 2026	109542	03/20/2026	100-111-42201	OFFICE SUPPLIES CITYWIDE	108.22
FEBRUARY 2026	109542	03/20/2026	100-115-42201	OFFICE SUPPLIES CITYWIDE	72.13
FEBRUARY 2026	109542	03/20/2026	100-222-42201	OFFICE SUPPLIES CITYWIDE	234.81
FEBRUARY 2026	109542	03/20/2026	100-222-42201	OFFICE SUPPLIES CITYWIDE	82.32
FEBRUARY 2026	109542	03/20/2026	209-551-42515	OFFICE SUPPLIES CITYWIDE	51.87
FEBRUARY 2026	109542	03/20/2026	209-553-42514	OFFICE SUPPLIES CITYWIDE	29.67
FEBRUARY 2026	109542	03/20/2026	209-554-42201	OFFICE SUPPLIES CITYWIDE	46.85
FEBRUARY 2026	109542	03/20/2026	212-461-42201	OFFICE SUPPLIES CITYWIDE	100.21
FEBRUARY 2026	109542	03/20/2026	212-462-42201	OFFICE SUPPLIES CITYWIDE	100.21
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					1,248.66
Vendor: STE20 - STERICYCLE, INC.					
8013544258	109543	03/20/2026	100-221-42101	DISPOSE OF MEDICAL WASTE PD	73.09
Vendor STE20 - STERICYCLE, INC. Total:					73.09
Vendor: 3189 - TEICHERT UTILITIES					
03162026	109544	03/20/2026	100-000-31510	OVERPAYMENT BL FEES BUS26-0078	34.00
Vendor 3189 - TEICHERT UTILITIES Total:					34.00
Vendor: 3194 - TERESA CARRILLO					
03192026	109586	03/27/2026	209-20308	REFUND OF SECURITY DEPOSTI RENTAL ON 03142026	563.00
Vendor 3194 - TERESA CARRILLO Total:					563.00

WARRANT LISTING

Payment Dates: 3/14/2026 - 4/3/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2969 - TERMINIX COMMERCIAL					
469577715	109587	03/27/2026	100-343-42108	PEST CONTROL WPCP	138.00
469580158	109587	03/27/2026	100-231-42108	PEST CONROL FIRE STAT 74	124.00
Vendor 2969 - TERMINIX COMMERCIAL Total:					262.00
Vendor: RAD10 - THE RADAR SHOP, INC.					
RS-13675	109621	04/03/2026	205-227-42107	LASER TECHNOLOGY SERVICE	278.00
Vendor RAD10 - THE RADAR SHOP, INC. Total:					278.00
Vendor: 3187 - TROY OVIATT					
03052026	109545	03/20/2026	100-221-42301	REIMBURSEMENT AIR FARE AND HOTEL DEPT. TRAIN	598.81
03052026	109545	03/20/2026	100-221-42302	REIMBURSEMENT AIR FARE AND HOTEL DEPT. TRAIN	1,114.97
Vendor 3187 - TROY OVIATT Total:					1,713.78
Vendor: USP02 - UNITED STATES POSTAL SVC					
684838185	109588	03/27/2026	209-552-43809	POSTAGE FOR APRIL NEWSLETTER PSC	201.38
Vendor USP02 - UNITED STATES POSTAL SVC Total:					201.38
Vendor: UNI38 - UNIVAR USA INC					
53758511	109622	04/03/2026	500-641-44303	SOD BISULFITE BULK WPCP	7,821.08
Vendor UNI38 - UNIVAR USA INC Total:					7,821.08
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
24192	109589	03/27/2026	100-343-42108	JANITORIAL SUPPLIES CY	640.81
24279	109623	04/03/2026	209-554-42108	JANITORIAL SUPPLIES PYC	74.77
544365	109547	03/20/2026	100-343-42108	JANITORIAL SERVICES FEB. 2026 CH	1,354.00
544366	109548	03/20/2026	100-222-42108	JANITORIAL SERVICES FEB. 2026 PD SAFETY BLDG	2,768.00
544367	109546	03/20/2026	209-557-42108	JANITORIAL SERVICES FEB. 2026 SWIM CENTER	436.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					5,273.58
Vendor: VER02 - VERIZON WIRELESS					
6138623667	109590	03/27/2026	525-118-43101	CITYWIDE CELLPHONES	5,243.09
Vendor VER02 - VERIZON WIRELESS Total:					5,243.09
Vendor: 2828 - VESTIS					
860105970-02282026	109549	03/20/2026	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	269.36
860105970-02282026	109549	03/20/2026	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	1,371.30
860105970-02282026	109549	03/20/2026	500-642-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	808.09
Vendor 2828 - VESTIS Total:					2,448.75
Vendor: WEC01 - WECO INDUSTRIES LLC					
0057063-IN	109550	03/20/2026	500-642-42514	CAMERA REPAIRS SEWER TRUCK	330.00
Vendor WEC01 - WECO INDUSTRIES LLC Total:					330.00
Vendor: 3160 - WILLIAMS SCOTSMAN, INC.					
9025784681	109591	03/27/2026	100-343-42514	OPEN BAY TRAILER CY	1,304.53
9025800492	109591	03/27/2026	100-343-42514	OPEN BAY TRAILER CY	1,304.53
Vendor 3160 - WILLIAMS SCOTSMAN, INC. Total:					2,609.06
Grand Total:					1,142,270.19

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	400,080.38
105 - Measure S -2006	153,100.15
106 - MEASURE S-2014	160,014.14
107 - Measure I	5,146.45
200 - Gas Tax Fund	63,320.96
201 - Restricted Real Estate Maintenance Fund	866.28
205 - Traffic Safety Fund	278.00
207 - NPDES Storm Water Fund	326.04
209 - Recreation Fund	39,833.12
212 - Building & Planning	7,968.30
215 - Measure C and J Fund	1,671.33
285 - Housing Land Held for Resale	711.82
310 - Lighting & Landscape Districts	3,886.48
325 - City Street Improvements	21,987.96
500 - Sewer Enterprise Fund	244,023.82
505 - Cable Access TV	1,659.44
525 - Information Systems	36,766.32
998 - Payroll Clearing	629.20
Grand Total:	1,142,270.19

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	1,261.00
100-10601	Gas Tanks/Corp Yard	7,972.47
100-110-41007	Emp Benefits/Life-ADD	7.79
100-110-42201	Office Expense	103.69
100-110-42301	Travel & Training/Conf-R...	40.00
100-110-43102	Utilities/Water	13.84
100-110-43103	Utilities/Electricity & Po...	133.83
100-111-41007	Emp Benefits/Life-ADD	31.82
100-111-42201	Office Expense	426.90
100-111-42301	Travel & Training/Conf-R...	80.00
100-111-43102	Utilities/Water	33.20
100-111-43103	Utilities/Electricity & Po...	176.09
100-112-41007	Emp Benefits/Life-ADD	68.95
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-42101	Prof Svcs/Professional Se..	8,837.50
100-112-43102	Utilities/Water	30.43
100-112-43103	Utilities/Electricity & Po...	193.70
100-113-41007	Emp Benefits/Life-ADD	20.68
100-115-41007	Emp Benefits/Life-ADD	103.05
100-115-41008	Emp Benefits/Long Term...	71.10
100-115-42101	Prof Svcs/Professional Se..	34,713.69
100-115-42201	Office Expense	72.13
100-115-43102	Utilities/Water	90.19
100-115-43103	Utilities/Electricity & Po...	482.48
100-116-41007	Emp Benefits/Life-ADD	79.66
100-116-42101	Prof Svcs/Professional Se..	4,823.75
100-116-42504	Admin Exp/Recruitment ...	3,690.00
100-116-43102	Utilities/Water	30.43
100-116-43103	Utilities/Electricity & Po...	140.87
100-117-43102	Utilities/Water	243.45
100-117-43103	Utilities/Electricity & Po...	1,567.18
100-20011	Accounts Payable/Miscel...	65,928.45
100-221-41007	Emp Benefits/Life-ADD	478.89
100-221-42101	Prof Svcs/Professional Se..	273.09
100-221-42107	Prof Svcs/Equipment Ma...	3,410.57

Account Summary

Account Number	Account Name	Payment Amount
100-221-42301	Travel & Training/Conf-R...	598.81
100-221-42302	Travel & Training/Milea...	3,634.89
100-221-42303	Travel & Training/Meal A...	1,307.00
100-221-42514	Admin Exp/Special Depa...	3,505.11
100-221-47104	FF&E/Vehicles	685.21
100-222-41007	Emp Benefits/Life-ADD	90.90
100-222-41008	Emp Benefits/Long Term...	118.18
100-222-42101	Prof Svcs/Professional Se..	5,760.00
100-222-42108	Prof Svcs/Building-Struc...	2,906.01
100-222-42201	Office Expense	1,037.78
100-222-42302	Travel & Training/Milea...	182.56
100-222-42514	Admin Exp/Special Depa...	2,935.28
100-222-43102	Utilities/Water	1,535.51
100-222-43103	Utilities/Electricity & Po...	7,367.67
100-222-43105	Utilities/Cable	269.25
100-223-41007	Emp Benefits/Life-ADD	184.98
100-223-42106	Prof Svcs/Software Main...	2,043.94
100-223-43102	Utilities/Water	341.23
100-223-43103	Utilities/Electricity & Po...	1,471.35
100-231-42101	Prof Svcs/Professional Se..	195,321.60
100-231-42108	Prof Svcs/Building-Struc...	162.23
100-231-43102	Utilities/Water	2,302.38
100-231-43103	Utilities/Electricity & Po...	7,461.85
100-341-40101	Salary & Wages/Full Time	3,225.00
100-341-41007	Emp Benefits/Life-ADD	134.21
100-341-41008	Emp Benefits/Long Term...	118.50
100-342-41008	Emp Benefits/Long Term...	23.70
100-342-44410	Safety Clothing	269.36
100-343-41007	Emp Benefits/Life-ADD	134.73
100-343-41008	Emp Benefits/Long Term...	164.70
100-343-42107	Prof Svcs/Equipment Ma...	1,329.99
100-343-42108	Prof Svcs/Building-Struc...	6,059.14
100-343-42514	Admin Exp/Special Depa...	2,609.06
100-343-43102	Utilities/Water	1,626.99
100-343-43103	Utilities/Electricity & Po...	3,423.26
100-343-44410	Safety Clothing	1,371.30
100-345-42107	Prof Svcs/Equipment Ma...	2,506.69
100-345-44306	Other Materials Supp/M...	162.95
100-465-41007	Emp Benefits/Life-ADD	18.81
100-465-41008	Emp Benefits/Long Term...	23.70
105-115-42101	Prof Svcs/Professional Se..	70.60
105-221-41007	Emp Benefits/Life-ADD	23.57
105-231-42101	Prof Svcs/Professional Se..	153,005.98
106-115-42101	Prof Svcs/Professional Se..	370.60
106-231-42101	Prof Svcs/Professional Se..	152,604.09
106-343-47201	Improvements/Building	7,039.45
107-115-42101	Prof Svcs/Professional Se..	900.00
107-221-41007	Emp Benefits/Life-ADD	98.86
107-342-41007	Emp Benefits/Life-ADD	21.92
107-345-43102	Utilities/Water	2,533.50
107-345-43103	Utilities/Electricity & Po...	1,592.17
200-342-42101	Prof Svcs/Professional Se..	58,682.81
200-342-42514	Admin Exp/Special Depa...	515.83
200-342-43102	Utilities/Water	77.46
200-342-43103	Utilities/Electricity & Po...	4,044.86
201-343-42513	Admin Exp/Rent	100.00
201-343-43102	Utilities/Water	305.68
201-343-43103	Utilities/Electricity & Po...	460.60

Account Summary


Account Number	Account Name	Payment Amount
205-227-42107	Prof Svcs/Equipment Ma...	278.00
207-344-42107	Prof Svcs/Equipment Ma...	326.04
209-20308	Deposits Payable/Recrea...	1,408.00
209-551-41007	Emp Benefits/Life-ADD	73.85
209-551-41008	Emp Benefits/Long Term...	23.70
209-551-42515	Admin Exp/Special Events	51.87
209-552-38112	Rental Income/Facility R...	1,575.00
209-552-41007	Emp Benefits/Life-ADD	22.83
209-552-41008	Emp Benefits/Long Term...	40.53
209-552-42107	Prof Svcs/Equipment Ma...	175.00
209-552-42108	Prof Svcs/Building-Struc...	3,055.17
209-552-43102	Utilities/Water	2,257.80
209-552-43103	Utilities/Electricity & Po...	10,156.65
209-552-43804	Program Cost/Food Prog...	4,585.75
209-552-43809	Program Cost/Newsletter	201.38
209-552-44304	Other Materials Supp/Pe...	2,790.00
209-553-41007	Emp Benefits/Life-ADD	16.50
209-553-41008	Emp Benefits/Long Term...	23.70
209-553-42108	Prof Svcs/Building-Struc...	531.51
209-553-42514	Admin Exp/Special Depa...	29.67
209-553-43103	Utilities/Electricity & Po...	632.30
209-554-38112	Rental Income/Facility R...	200.00
209-554-41007	Emp Benefits/Life-ADD	14.25
209-554-41008	Emp Benefits/Long Term...	23.70
209-554-42108	Prof Svcs/Building-Struc...	572.40
209-554-42201	Office Expense	46.85
209-554-43102	Utilities/Water	43.89
209-554-43103	Utilities/Electricity & Po...	434.25
209-557-42108	Prof Svcs/Building-Struc...	2,926.00
209-557-43103	Utilities/Electricity & Po...	7,920.57
212-461-41007	Emp Benefits/Life-ADD	72.89
212-461-42101	Prof Svcs/Professional Se..	5,849.03
212-461-42201	Office Expense	100.21
212-461-42302	Travel & Training/Milea...	464.80
212-461-42303	Travel & Training/Meal A..	52.00
212-461-43102	Utilities/Water	29.32
212-461-43103	Utilities/Electricity & Po...	211.30
212-462-34215	Fees/Inspection Fee	145.00
212-462-41007	Emp Benefits/Life-ADD	92.65
212-462-41008	Emp Benefits/Long Term...	71.10
212-462-42101	Prof Svcs/Professional Se..	170.00
212-462-42201	Office Expense	100.21
212-462-43102	Utilities/Water	78.01
212-462-43103	Utilities/Electricity & Po...	531.78
215-341-43103	Utilities/Electricity & Po...	21.33
215-342-47204	Improvements/Sidewalks	1,650.00
285-464-42101	Prof Svcs/Professional Se..	512.50
285-464-43102	Utilities/Water	23.23
285-464-43103	Utilities/Electricity & Po...	176.09
310-347-42101	Prof Svcs/Professional Se..	1,529.71
310-347-43102	Utilities/Water	1,536.18
310-347-43103	Utilities/Electricity & Po...	157.94
310-348-42101	Prof Svcs/Professional Se..	655.59
310-348-43103	Utilities/Electricity & Po...	7.06
325-342-47205	Improvements/Streets	21,987.96
500-641-41007	Emp Benefits/Life-ADD	239.45
500-641-41008	Emp Benefits/Long Term...	213.30
500-641-42201	Office Expense	609.32

Account Summary

Account Number	Account Name	Payment Amount
500-641-43102	Utilities/Water	3,176.14
500-641-43103	Utilities/Electricity & Po...	172,486.42
500-641-44302	Other Materials Supp/Sl...	5,291.35
500-641-44303	Other Materials Supp/C...	14,869.13
500-641-44304	Other Materials Supp/Pe...	28,625.00
500-641-44305	Other Materials Supp/La...	1,998.97
500-642-41007	Emp Benefits/Life-ADD	37.92
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42101	Prof Svcs/Professional Se..	12,920.25
500-642-42514	Admin Exp/Special Depa...	330.00
500-642-43102	Utilities/Water	504.28
500-642-43103	Utilities/Electricity & Po...	1,866.80
500-642-44410	Safety Clothing	808.09
505-119-41007	Emp Benefits/Life-ADD	39.40
505-119-41008	Emp Benefits/Long Term...	47.40
505-119-42108	Prof Svcs/Building-Struc...	675.00
505-119-42302	Travel & Training/Milea...	98.45
505-119-42303	Travel & Training/Meal A...	80.00
505-119-43102	Utilities/Water	67.12
505-119-43103	Utilities/Electricity & Po...	651.38
505-119-43105	Utilities/Cable	0.69
525-118-41007	Emp Benefits/Life-ADD	41.33
525-118-41008	Emp Benefits/Long Term...	23.70
525-118-42101	Prof Svcs/Professional Se..	2,875.00
525-118-42203	Office Exp/Shipping & M...	1,877.88
525-118-42510	Admin Exp/Software Pur...	11,635.57
525-118-43101	Utilities/Telephone	8,647.35
525-118-43106	Utilities/Internet	1,293.99
525-118-47106	FF&E/Computer Equipm...	10,371.50
998-20107	Sal & Ben Payable/Life In...	195.70
998-20118	Sal & Ben Payable / LTD ...	433.50
	Grand Total:	1,142,270.19

Project Account Summary

Project Account Key	Payment Amount
None	1,127,199.78
10022147104ET2301	685.21
10634347201FA1703	7,039.45
32534247205RO1710	7,345.75
	Grand Total:
	1,142,270.19

APPROVED BY:  _____
 DATE: 4/1/2026



CITY COUNCIL REPORT

9.C.

DATE: APRIL 7, 2026

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: ADOPT A RESOLUTION AUTHORIZING ACCEPTANCE OF \$299,495 FROM THE CALTRANS CLEAN CALIFORNIA LOCAL GRANT PROGRAM AND DESIGNATING THE CITY MANAGER AS THE CITY'S AUTHORIZED SIGNATORY FOR GRANT AGREEMENT EXECUTION

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (**Attachment A**) that authorizes acceptance of \$299,495 from Caltrans Clean California Local Grant Program (**Attachment B**- scope and schedule **Attachment C**-grant budget **Attachment D**-project area) and designating the City Manager as the authorized signatory for the grant agreement execution (**Attachment E**-Restricted Grant Agreement)

BACKGROUND

The establishment of Creekside Park, an envisioned green space with amenities for public enjoyment, responds to community calls for cleaner and more welcoming public spaces. The project area lies within the Pinole Valley corridor adjacent to Pinole Valley High School, a neglected section of property which has accumulated litter over time. A pro-bono concept design spearheaded by Friends of Pinole Creek Watershed (**Attachment F**) provides the vision for transforming the space and outlines necessary components to form the park such as creek restoration, trail pavement, art sculptures, trellis, wayfinding signs, picnic tables, and more. For a couple of years, staff has been pursuing grant funding in a piecemeal approach since it is atypical for one grant program to cannot every component of the park given its comprehensive nature. Staff was notified of the Community Cleanup and Employment Pathway (CCEP) Grant Program, an initiative of the Clean California Program, administered by the California Department of Transportation (Caltrans). The program's seeks to integrate cleanup, workforce development, and community engagement to create cleaner, safer, and more equitable public spaces throughout California. Staff identified Creekside Park as a strong contender in alignment with the objectives of the program and the City.

REVIEW AND ANALYSIS

The City initially applied for the maximum grant amount of \$200,000. Caltrans offered the City a 50% increase for a maximum \$300,000 award and so the describe scope was enhanced accordingly. The City's proposal was bolstered by being one of the first 30 communities to receive a Clean California Community designation in the same month the grant solicitation was

released. The proposal was also strengthened by the City's demonstration of in-kind contributions such as pro-bono Friends of Pinole Creek watershed volunteer hours, City facility rentals, City communications/engagement, pro-bono concept design by BASE and more totaling a contribution of ~\$250,000. A portion of the project area is privately owned and is in process of being donated to the City. All work will be performed along the trails in the described project area and not in the creek itself. The awarded grant scope is detailed below. The deadline to complete the scope is April 2027.

- Removing and hauling debris
- Removing invasive plants
- Planting native vegetation
- Developing trail and wayfinding signage
- Implementing erosion control
- Implementing community input and education
- Procuring and installing
 - Information board
 - Art/sculptures
 - Monument signs
 - Picnic tables
 - Benches
 - Tri-stream receptacles

Partners committed to this project include Friends of Pinole Creek Watershed, Pinole Valley High School Earth Team, CiviCorps, the Pinole Creek Unhoused Stewards cohort of Safe Organized Spaces Richmond (SOS Richmond), and Nations of Lisjan Tribe. The grant award will provide paid opportunities and career growth through three workforce tiers: transitional jobs for unhoused residents with SOS Richmond, youth internships with Earth Team, and green-sector training with CiviCorps for young adults seeking long-term careers. Additionally the transformed green space will provide benefit to Pinole residents and visitors some of whom come from underserved and historically excluded communities. Establishment of the park aligns with the following goals in the City's Climate Action and Adaptation Plan:

- **SLR-1g** Partner with West Contra Costa Unified School District, private schools in Pinole, East Bay Parks, East Bay Municipal Utility District, Friends of Pinole Creek Watershed, 350 Contra Costa, or similar entities to create educational opportunities for the community around the Pinole Creek Watershed. These programs would focus on educating youth in Pinole on the importance of natural shoreline ecosystems, their role in climate resilience, biodiversity, and local, native species. The programs would also include information on how people can actively get involved in adapting to climate change in their homes and neighborhoods and provide hands-on volunteer opportunities for the community to participate.
- **CS-1:** Increase carbon sequestration and prepare the urban forest for climate change, extreme heat, drought, and wildfire by adopting policies developed through the Community Urban Forest Plan
- **EH-1:** Reduce the impacts of extreme heat in Pinole by planting vegetation and trees to reduce urban temperatures and the urban heat island effect
- **TR-1:** Create a safe and connected active transportation network linked to Pinole Creek to increase active transportation mode share to 5.5% by 2030 and 11.5% by 2045.

- **TR-1f:** Partner with schools, youth sports leagues, the Pinole Police Department, and community groups such as Friends of Pinole Creek Watershed, 511 Contra Costa, Pinole Valley Earth Team, Pinole Rotary, Pinole Community Services Commission and local Tribes to teach students and families bicycle and pedestrian safety and educate them on the safe route availability and the health and environmental benefits of walking and bicycling, as well as the history of the Pinole Creek ecosystem and surrounding natural lands.

FISCAL IMPACT

Acceptance of this grant has a positive fiscal impact as it will provide \$299,495 in needed funding to respond to community calls for cleaner and more welcoming public spaces and advancement of our Climate Action and Adaptation Plan's environmental and equity goals.

ATTACHMENTS

- A. Resolution
- B. Revised proposal
- C. 10-24-25 Budget-marked up
- D. Creekside Park Clean CA Revised Map
- E. City of Pinole Creekside Park Phase 1 R1
- F. Pro-bono design Pinole Creekside Park

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
AUTHORIZING RECEIPT OF \$299,495 FROM THE CALTRANS CLEAN
CALIFORNIA LOCAL GRANT PROGRAM AND DESIGNATING THE CITY
MANAGER TO ENTER INTO, EXECUTE AND DELIVER A RESTRICTED GRANT
AGREEMENT AND ASSOCIATED DOCUMENTS FOR RECEIPT OF FUNDS**

WHEREAS, in August 2024 the City of Pinole adopted its inaugural Climate Action and Adaptation Plan (CAAP) to achieve carbon neutrality by 2045 in alignment with AB 1279; and

WHEREAS, Creekside Park is an envisioned green space with amenities for public enjoyment and responds to community calls for cleaner and more welcoming spaces; and

WHEREAS, Staff was notified of the Community Cleanup and Employment Pathway Grant Program, an initiative of the Clean California Program administered by Caltrans; and

WHEREAS Creekside Park and Climate Action and Adaptation Plan aligns with the grant program's objectives of cleanup, workforce development, and community engagement to cleaner, safer, and more equitable public spaces throughout California; and

WHEREAS on September 16, 2025, City Council accepted a resolution accepting the Clean California Designation and directing the City Manager to accept funding from Caltrans; and

WHEREAS, the City's adopted Grants Management Policy and Procedures requires the City Council to authorize the acceptance of all grants.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole resolves as follows:

SECTION 1: The City of Pinole does hereby accept the CalTrans Clean California Program award in the amount of \$299,495 for the Creekside Park scope and

SECTION 2: The City Manager is authorized and directed to enter into, execute, and deliver a standard agreement for receipt of funding in the amount of \$299,495 and any and all other documents required or deemed necessary or appropriate to evidence and secure the grant, the City's obligations related thereto, and all amendments thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 7th day of April, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of April, 2026.

Heather Bell, CMC
City Clerk

**Clean CA Program
Community Cleanup and Employment Pathway (CCEP) Grant Proposal**

I. PROJECT DESCRIPTION

CALTRANS DISTRICT	PROJECT TITLE	AGENCY NAME	AGENCY CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
4	Creekside Park Phase 1: Creek Cleanup, Restoration & Community Employment in Pinole	City of Pinole	Kapil Amin	510-372-0989	kamin@pinole.gov

1.2 PROJECT DESCRIPTION

The City of Pinole, in partnership with [Friends of Pinole Creek Watershed \(FOPCW\)](#), [Pinole Valley High School Earth Team](#), [CiviCorps](#), the Pinole Creek Unhoused Stewards cohort of [Safe Organized Spaces Richmond \(SOS Richmond\)](#), and [Nations of Lisjan Tribe](#) proposes the Creekside Park Phase 1 Project to restore a neglected section of public property adjacent to Pinole Creek and create equitable employment and education opportunities for local residents. The project area lies within the Pinole Valley corridor adjacent to Pinole Valley High School and is envisioned as the first phase of a larger community park and greenway system (see Figure 1 for the Concept Design for Creekside Park). The proposed project area also provides a safe route for students of Pinole Valley High School, who come from a variety of census tracts in Pinole, San Pablo and Richmond.

Phase 1 will focus on cleaning and rehabilitating the trail corridor, installation of waddles for erosion control, removing litter, improving native habitat, and installing durable public amenities that invite community use. Activities include:

- Trash, debris and invasive plant removal by the Pinole Creek Unhoused Stewards, providing transitional employment and environmental stewardship experience for unhoused individuals.
- Additional Invasive plant removal and native/pollinator pathway vegetation restoration conducted by FOPCW, CiviCorps, and Earth Team youth interns.
- Installation of public improvements—tri-stream receptacles, benches, picnic tables, information board, community-vetted art/sculpture pieces, monument signs developed with Tribal consultation and educational interpretive signage including “Don’t Trash Pinole Creek” signs, and tri-stream recycling/organics receptacles—comprising approximately 100 percent of the larger park plan for these amenities.
- Public education and outreach through pro bono public-service announcements by Academy of Art University students and community engagement by City and nonprofit partners.

The project fulfills Clean California objectives by removing litter, reducing blight, improving access to safe and attractive public space, and expanding job access for underserved residents. It also supports long-term maintenance and civic pride through volunteer participation and environmental education.

1.3 PURPOSE AND NEED

Pinole Creek runs through the city's central valley, connecting residential neighborhoods, schools, and commercial areas. Decades of litter accumulation, invasive vegetation, and sporadic maintenance have degraded water quality, limited public access, and contributed to safety concerns. The corridor also borders areas of elevated pollution exposure and economic hardship, as shown by CalEnviroScreen 4.0 and Title I school data.

The project responds to community calls for cleaner, safer, and more welcoming public spaces. Residents and students have expressed concern about visible trash, lack of amenities, and unsafe nighttime conditions along the creek. In addition, unhoused individuals have established encampments near the waterway, highlighting the intersection of environmental and social challenges.

Creekside Park Phase 1 addresses these needs by combining environmental restoration with inclusive workforce development. Paid work opportunities through the Pinole Creek Unhoused Stewards, CiviCorps, and Earth Team will reduce barriers to employment while directly improving local environmental health. The project builds civic pride, restores ecological function, and advances regional goals for equity, sustainability, and beautification consistent with the City's Climate Action and Adaptation Plan and Green Infrastructure Plan. In-kind contributions such as a pro-bono design, committed volunteer hours, soil amendments and more guaranteed success when paired with the requested funding.

1.4 MAP (Attachment A)

See Attachment A

1.5 COST – Suggested Amount: \$50,000 to \$200,000

Instructions: Provide a detailed cost estimate for each activity below and submit with Attachment E.

Activity	Estimated Cost	Would applicant accept partial funding for this activity?
Planning / Outreach	\$ 7,744.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Employment (based on historic number of litter crews/staff)	\$ 104,288.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Cleanup (based on historic quantities of litter collection)	\$165,000.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Matching Funds – In-Kind Contribution	248,772.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administration	\$22,162.56	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TOTAL	\$299,194.56	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1.6 SCHEDULE

Note: Project implementation should be completed by April 1, 2027 and final reports/close-out completed by October 31, 2027.

Milestone	Start Date	End Date
Planning & Community Engagement Begins	May 2026	July 2026
Hiring/Training Program Launch	July 2026	August 2026
Cleanup and Restoration Activities Begin	August 2026	March 2027
Project Completion (By April 1, 2027)	March 1, 2027	April 1, 2027
Project Close-out (By October 31, 2027)	April 2027	October 31, 2027

1.7 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks

- No
 Yes

Known right-of-way concerns or risks

- No
 Yes

A portion of the site is privately owned and the owner has offered to donate the trail portion along the creek to the City of Pinole. The donation process is towards the end and legal documents are being prepared for the transfer. The transfer should be completed by end of March 2026. See revised Map A in Attachment A.

2 EVALUATION CRITERIA ALIGNMENT

2.1 EVALUATION CRITERIA ALIGNMENT

Litter Abatement: The project removes debris from the trail along Pinole Creek, improving water quality and preventing downstream pollution. Cleanup work performed by the Pinole Creek Unhoused Stewards, FOPCW, and youth volunteers will transform a blighted corridor into a clean, natural public space and model ongoing stewardship.

Job Creation and Employment Pathways: Clean California's employment objective is fully realized through three workforce tiers: (1) transitional jobs for unhoused residents via the Unhoused Stewards program; (2) paid youth internships with Earth Team that teach environmental science and civic responsibility; and (3) green-sector training with CiviCorps for young adults seeking long-term careers. These coordinated programs build technical and soft skills while addressing social and economic inequities. Check out [this recent article](#) spotlighting how Pinole unhoused residents are becoming protectors of their environment.

Community Engagement and Partnership: Friends of Pinole Creek Watershed leads outreach and volunteer coordination; Earth Team conducts school-based engagement and monitoring; Academy of Art University students produce bilingual public-service announcements; and the City of Pinole provides project management and public communications. Engagement emphasizes inclusion of residents, students, businesses, and unhoused neighbors in every phase of implementation.

Sustainability: The project establishes a strong foundation for the larger Creekside Park master plan and long-term maintenance by the City and FOPCW. Native, pollinator pathway vegetation will reduce mowing and chemical and irrigation use while boosting local ecology, and tri-stream receptacles support waste diversion goals. Community partners will continue annual cleanups and educational events beyond the grant term, ensuring that Clean California investments produce lasting outcomes. The City can be entrusted as a staunch advocate for a clean and sustainable community demonstrated by adopting a Climate Action and

Adaptation Plan, banning single-use plastic ban, hosting Dumpster Day events and community clean-ups, and being one of the first 30 cities to receive a Clean California Community designation by the Governor's Office.

3 COMMUNITY ENGAGEMENT

3.1 COMMUNITY ENGAGEMENT INFLUENCE

Community input has been central to shaping Creekside Park Phase 1. Since 2022, the City and FOPCW have hosted neighborhood cleanups, student workshops, and design charrettes to gather ideas for safe access, habitat restoration, and recreation amenities. Students from Pinole Valley High School and members of the Earth Team identified the need for, seating, waste receptacles and signage to discourage dumping and increase usability. Nearby residents and local businesses supported a phased approach that would demonstrate visible improvements while larger park funding is pursued.

During implementation, the City will continue engagement through multilingual outreach, volunteer planting days, and regular progress updates on social media and community television. Educational PSAs produced by Academy of Art University students will highlight participant stories and encourage broader involvement. Quarterly meetings with partners—City departments, FOPCW, CiviCorps, Earth Team, the Unhoused Stewards and Nations of Lisjan—will evaluate progress, share data, and adjust activities based on community feedback.

This inclusive, iterative engagement model ensures that Creekside Park reflects community priorities, builds local stewardship capacity, and strengthens relationships among residents, students, unhoused participants, and city staff. The result will be a park corridor that embodies shared responsibility and long-term pride in Pinole's public spaces.

4 UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS

Is the project located in an underserved or historically excluded community?

- Yes
- No
- partially located in an underserved community

What was the basis for determining if any part of project is located in or benefits an historically excluded community: (only check a box if in or partially in an historically excluded community)

- a. Median Household Income
- b. CalEnviroScreen 4.0
- c. Free or Reduced-Price School Meals
- d. Healthy Places Index
- e. Native American Tribal Lands
- f. Other: SB 535 Disadvantaged Community

4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

The Creekside Park Phase 1 Project directly benefits underserved residents in Pinole and neighboring high-burden communities by improving environmental health, expanding workforce access, and fostering shared civic stewardship. The project site, in Census Tract 6013360101, ranks in the 45th percentile statewide for cumulative pollution burden but experiences elevated exposure to traffic (89th), impaired waters (87th), and diesel particulate matter (65th) (OEHHA CalEnviroScreen 4.0, 2024; see Maps B and B-1–B-3).

Median household income in the tract is \$114,242—about 90 percent of the Contra Costa County median of \$127,221 (U.S. Census Bureau, ACS 2019–2023, Table B19013; see Table 1). Nearby tracts within the Pinole Valley High School attendance boundary range from 60 to 96 percent of the county median, confirming that the corridor serves a mixed-income population including many moderate-income households (see Maps C and F).

Although the tract's overall CalEnviroScreen score is moderate, it borders SB 535-designated disadvantaged communities in Richmond and San Pablo that feed Pinole Valley High (see Map E). Combined with elevated creek-corridor pollution (see Map B), this shows that the project area functions as a transitional zone between

higher-burden and middle-income neighborhoods, offering equitable environmental and public-space benefits across boundaries.

Pinole Valley High School, immediately adjacent to the project, is a Title I campus where about 61 percent of students qualify for free or reduced-price meals (WCCUSD SARC 2023–24; see Table 2). The school draws from tracts 6013360101, 6013359102, 6013364002, 60133645003, 6013392200, and 6013360103—many below the county median and within the 25th–75th percentile for pollution burden (see Maps C and F-H).

Job Access. The project creates equitable job and training opportunities for residents facing barriers to traditional employment. The Pinole Creek Unhoused Stewards program will employ and train individuals experiencing homelessness to remove debris and restore the trail along the creek, providing paid transitional work and environmental literacy. Youth from Earth Team and young adults from CivicCorps will gain hands-on restoration experience and mentorship in sustainability careers, forming a workforce pathway to long-term green-sector employment.

Cleaner and Safer Public Spaces. The project transforms a neglected creek corridor into a safe, accessible park. Trash removal, invasive-plant management, and native vegetation will improve water quality and habitat, , picnic amenities, seating, trash receptacles, wayfinding signage, and "Don't Trash Pinole Creek" signage enhance safety and deter dumping. These upgrades reduce blight and support public health for students, families, and unhoused residents who use the corridor daily.

Civic Pride and Stewardship. Community groups—including Friends of Pinole Creek Watershed, Earth Team, and Pinole Valley High volunteers—will lead restoration events and long-term maintenance. Educational public-service announcements by Academy of Art University students will highlight progress and encourage participation.

Through these integrated efforts, Creekside Park Phase 1 will create cleaner, safer, and more inclusive public spaces, expand equitable workforce access, and strengthen community stewardship—advancing Clean California's vision of equity, sustainability, and shared prosperity.

5 LETTER OF SUPPORT

5.1 LETTER OF SUPPORT

Instructions: Attach signed letters from Caltrans district (where proposal is located) endorsing the project.

6 ADDITIONAL ATTACHMENTS

6.1 SUPPLEMENTAL MATERIALS

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate
 - Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)
 - Briefly explain the purpose of each cost to demonstrate alignment with project goals.

Prepared by:



Lily Whalen
Community Development Director
City of Pinole

1/14/26

Date

District Clean CA Grant Coordinator

Date

Approved by:

Clean California Program Director

Date

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
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 - Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)
 - Briefly explain the purpose of each cost to demonstrate alignment with project goals.

Line-Item Budget

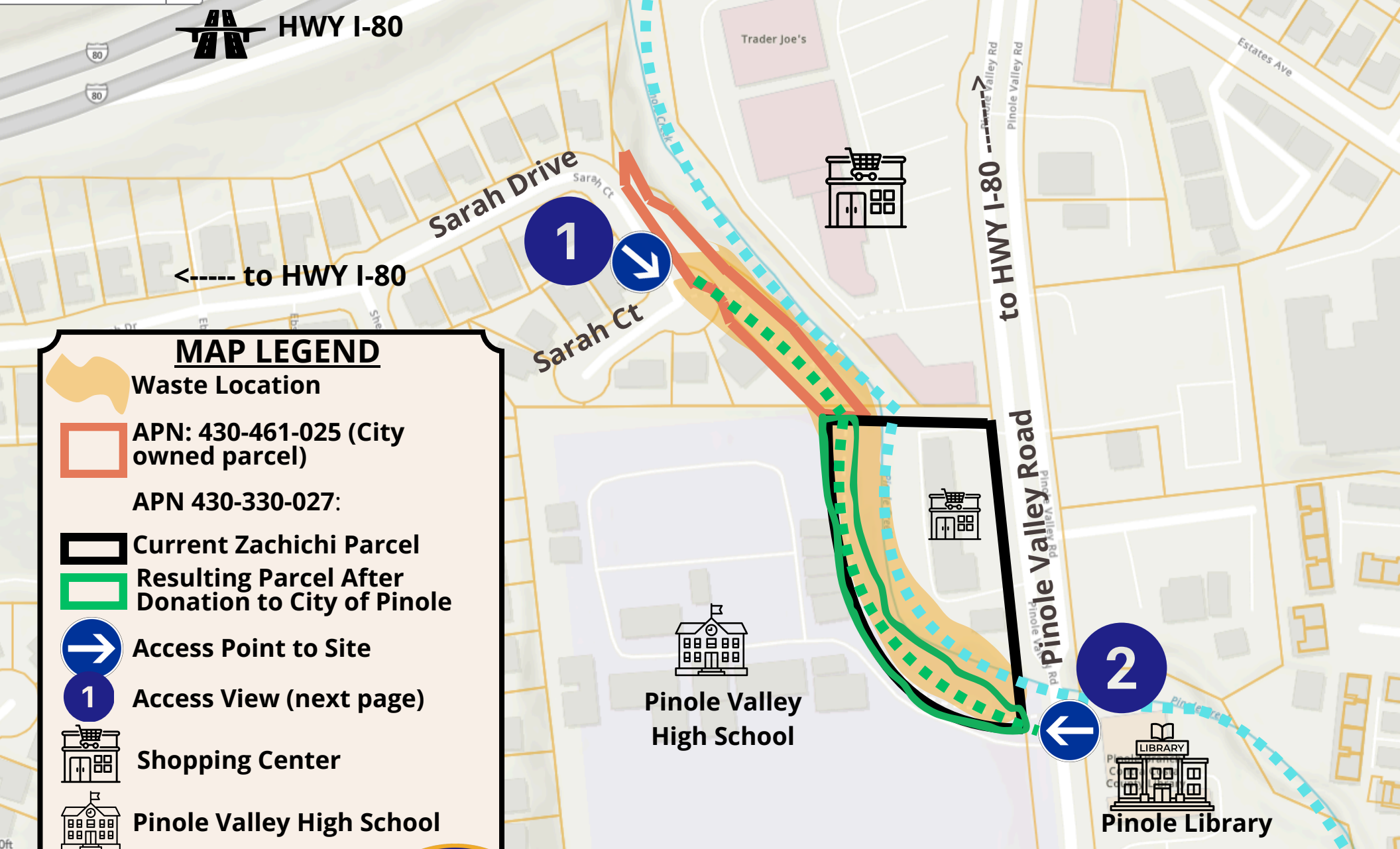
Category	Partner/Group	Description	Cost per hr/unit	Qty / Hrs	Total Cost	Estimate Pro Bono
A. Cleanup and Abatement						
Abatement	SOS Richmond Pinole Creek Unhoused Stewards	Creek debris removal and hauling with light equipment.	\$48	500	\$24,000.00	
Abatement	Earth Team Supervisor	Creek debris removal and hauling with light equipment.	\$32	32	\$1,024.00	
Abatement	Earth Team	Creek debris removal and hauling with light equipment.	\$17	320	\$5,440.00	
Abatement	FOPCW	In-kind pro bono work		500	\$0.00	\$ 20,000.00
Restoration	Earth Team Supervisor	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation).	\$32	32	\$1,024.00	
Restoration	Earth Team Students	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation).	\$17	320	\$5,440.00	

Restoration	SOS Richmond Pinole Creek Unhoused Stewards	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation).	\$48	500	\$24,000.00	
Restoration	Nations of Lisjan	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation).	\$200	40	\$8,000.00	
Restoration	FOPCW	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation). In-kind pro bono work	\$0	500	\$0.00	\$ 20,000.00
Restoration	CiviCorps	Invasive removal and treatment, waddle installation support, handwork (native vegetation planting or mulch installation).	\$48	500	\$24,000.00	
Disposal Fees		Landfill tipping and recycling	—	—	\$7,000.00	
A. Total Abatement and Restoration					\$99,928.00	\$ 40,000.00













Trail and Wayfinding Signage		"Don't Trash Pinole Creek" or similar signs with posts and concrete.	\$250	12	\$3,000.00	
Information Board plus display materials		Interpretive sign along Creekside Park that educate the public about its natural and cultural history	\$5,000	1	\$5,000.00	
Art/Scuptures (two locations)		Trailside art to increase public awareness of the history and cultural importance of the creek to the Native Community	\$10,000	2	\$20,000.00	
Monument Sign (two locations)		consultation with Nations of Lisjan will inform the final design of the monument signs	\$10,000	2	\$20,000.00	
Picnic Tables			\$3,500	3	\$10,500.00	
Benches			\$3,500	6	\$21,000.00	
Tri-Stream Receptacles		Pads, post install, labeling for trash/recycling/organics, including shipping	\$5,000	4	\$20,000.00	
Tools, Safety Gear, Etc		Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities and planting			\$12,000.00	
Erosion Control		Waddles			\$10,000.00	

Planting		Ground Covers, Perennials, grasses, wildflower seed (natives)			\$30,000.00	
Soil Amendment/ Mulch (in CY)		Soil amendment, organic mulch - in kind	\$50	130	\$ 6,500.00	\$ 5,000.00
B. Total Materials and Supplies					\$158,000.00	\$ 5,000.00
Installation (prevention)	CivicCorps	Install signs and receptacles, assist with concrete	\$47	130	\$6,110.00	
Installation (prevention)	Public Works	Lead making concrete bases for receptacles; installation of waddles, etc	\$75	70	\$5,250.00	
C. Total Install Prevention					\$11,360.00	
Education	City of Pinole	Facility rentals for meetings and engagement	\$516	4	\$2,064.00	\$ 4,128.00
Education	City of Pinole	Facility rentals for meetings and engagement	In-Kind	8		\$ 4,128.00
Education	City of Pinole	Communication Engagement	In-Kind			\$ 3,280.00
Education	City of Pinole	Communication Engagement	\$82	40	\$3,280.00	
Education	FOPCW		In-Kind	150	\$0.00	\$ 6,000.00
Education	Earth Team		In-Kind	20	\$0.00	\$ 340.00
Education	SF Academy of Art	Public Service Annoucements	In-Kind	400	\$0.00	\$ 6,800.00

D. Total Planning & Education					\$5,344.00	\$ 20,548.00
Conceptual Plans and Budgeting	BASE		In-kind		\$0.00	\$ 16,000.00
Consultation	Nations of Lisjon		\$200	12	\$2,400.00	
E. Total Consultation and Planning					\$2,400.00	\$ 16,000.00
Subtotal A+B+C+D					\$277,032.00	\$ 81,548.00
C. Administration (8% of total)		Project management, reporting, coordination, compliance.	—	—	\$22,162.56	
TOTAL PROJECT COST					\$299,194.56	\$ 248,772.00



MAP LEGEND

-  Waste Location
-  APN: 430-461-025 (City owned parcel)
- APN 430-330-027:**
-  Current Zachichi Parcel
-  Resulting Parcel After Donation to City of Pinole
-  Access Point to Site
-  1 Access View (next page)
-  Shopping Center
-  Pinole Valley High School
-  Pinole Library
-  Pinole Creek
-  Creekside Trail
-  Hwy I-80



**Creekside Site - Revised 1/14/25
Sarah Ct-Pinole Valley Road**

CLEAN CA COMMUNITY CLEAN UP AND EMPLOYMENT PATHWAY GRANT PROGRAM



Clean California Local Grant Program (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF PINOLE**, hereinafter referred to as **AGENCY**, will commence on **April 15, 2026, or upon approval by CALTRANS, whichever occurs later**. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 30, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
 - a. **Reduce Waste and Beautify Public Spaces:** The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
 - b. **Improve Public Health and Community Placemaking:** The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
 - c. **Promote Equity for Underserved Communities:** The program places a strong emphasis on advancing equity for underserved communities.
 - d. **Support Sustainable Practices:** The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
 - e. **Engage Local Communities:** The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
 - f. **Prohibit Displacement of Persons Experiencing Homelessness:** The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

- g. **Transparent and Efficient Grant Allocation:** The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.
5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **City of Pinole Creekside Park Phase 1: Creek Cleanup, Restoration & Community Employment**, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	\$299,495.00
	Local Match/In-Kind	\$248,772.00
	Total Project Costs	\$548,267.00

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Kapil Amin (510) 372-0989.
- b. **CALTRANS'** District Partnership Liaison is Ida Tu (510) 496-9069. "District Partnership Liaison" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Pinole

Attention: Kapil Amin, Sustainability Project Manager
 Phone Number: (510) 372-0989
 Email: kamin@pinole.gov
 Address: 2131 Pear Street, Pinole, CA 94564

California Department of Transportation, District Partnership Liaison

District 4 Clean California
 Attention: Ida Tu, Clean CA Grant Manager
 Phone Number: (510) 496-9069
 Email: Ida.Kwong@dot.ca.gov
 Address: 111 Grand Avenue, Oakland, CA 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **April 15, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **July 30, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **November 30, 2027**. Work incurred after **July 30, 2027**, will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 30, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 30, 2027** (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Partnership Liaison**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$299,495.00**.
- b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect.

In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**
 - g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.
 - h. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
 - i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
 - j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
 - k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **July 30, 2027**, to make final allowable payments to Project contractors or vendors, and November 30, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
 - l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 30, 2027**.
15. Quarterly Progress Reporting
- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be

developed.

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the

Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the

California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(h)(4), above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to

carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any

individuals.

- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the “Before” and “After” Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project
- a. Educational programming:
 - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
 - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
 - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach

campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork:**

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s)

for any commercial purpose.

30. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the “Before” and “After” Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of “Before” or “After” Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner’s name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner’s name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter “**AGENCY’s Contractor/Subcontractor/Subrecipient**”) providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY’s Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY’s Contractor/Subcontractor/Subrecipient** becomes aware of any such possible

infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste

recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 30, 2027.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.
- c. Payments shall be forfeit if invoices are submitted after **November 30, 2027**.

35. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

38. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in

effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

- I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME

City of Pinole

By:

Printed Name:

Garrett Evans

Title:

Interim City Manager

Date:

**CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM**

By:

Printed Name:

Ida Tu

Title:

Clean CA Grant Manager

Date:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM**

By:

Printed Name:

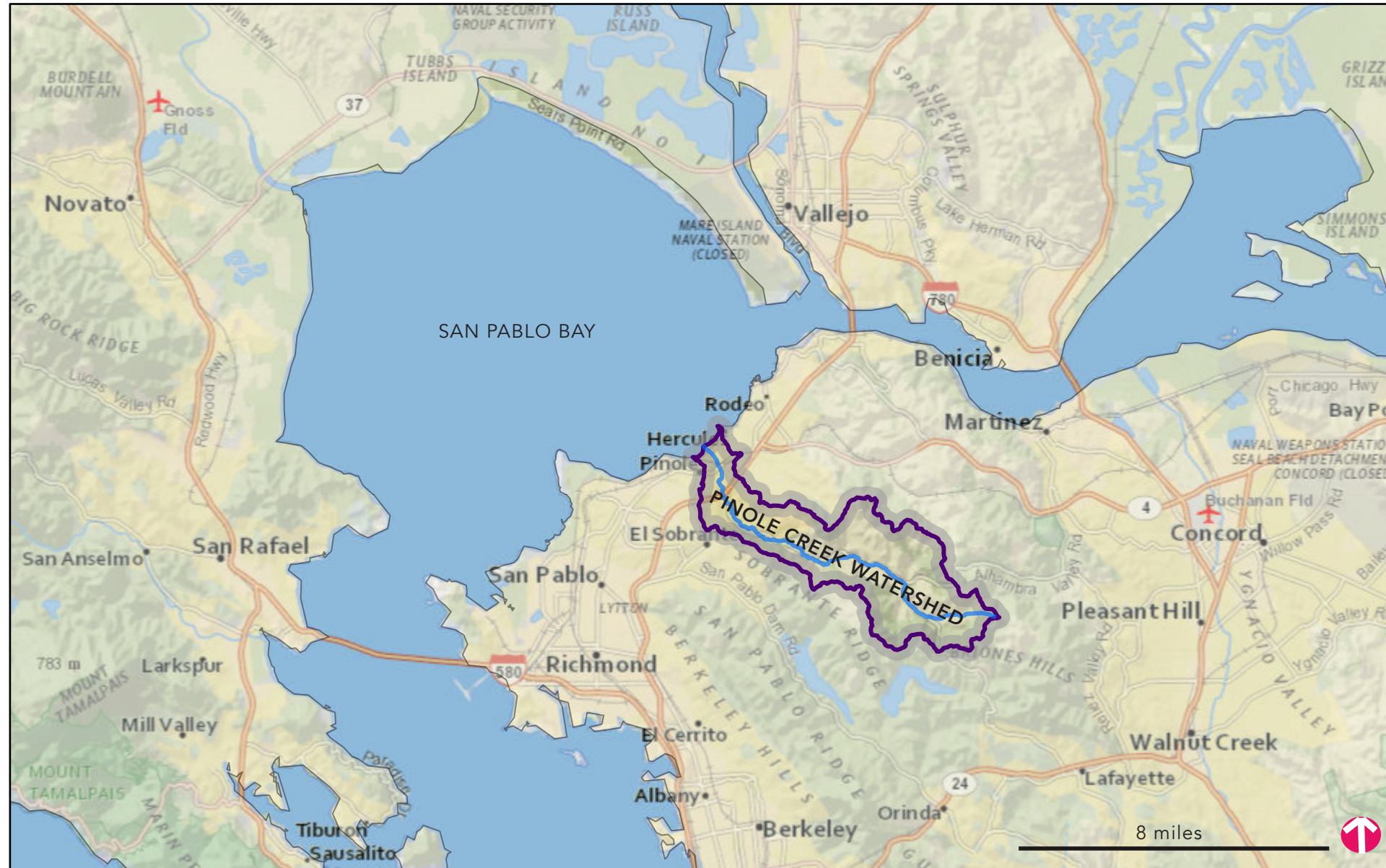
Walter Yu

Title:

Clean California Program Director

Date:

PINOLE CREEK WATERSHED

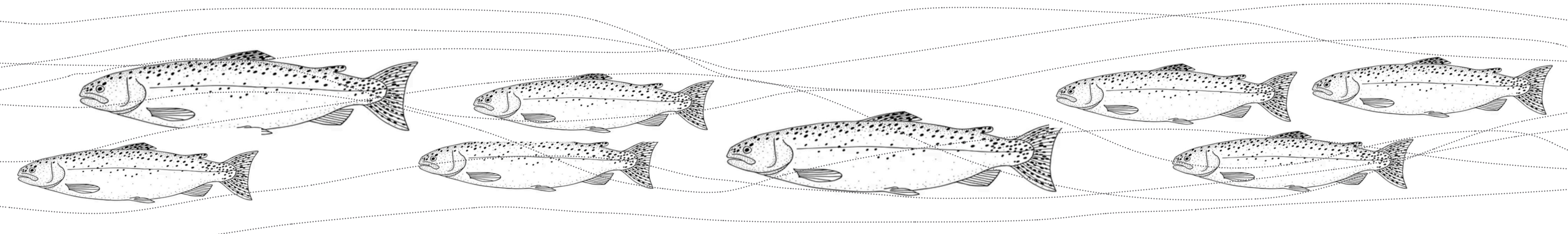


The Pinole Creek Watershed is an unique watershed whose waters flow through the East Bay hills and the town of Pinole before entering the San Pablo Bay. Historically, the creek was home to native anadromous steelhead trout that nested in the upper watershed. The upper watershed remains relatively undeveloped and with the completion of several major projects, steelhead are returning. However, as Pinole has grown, so have threats to Pinole Creek's environmental health*.

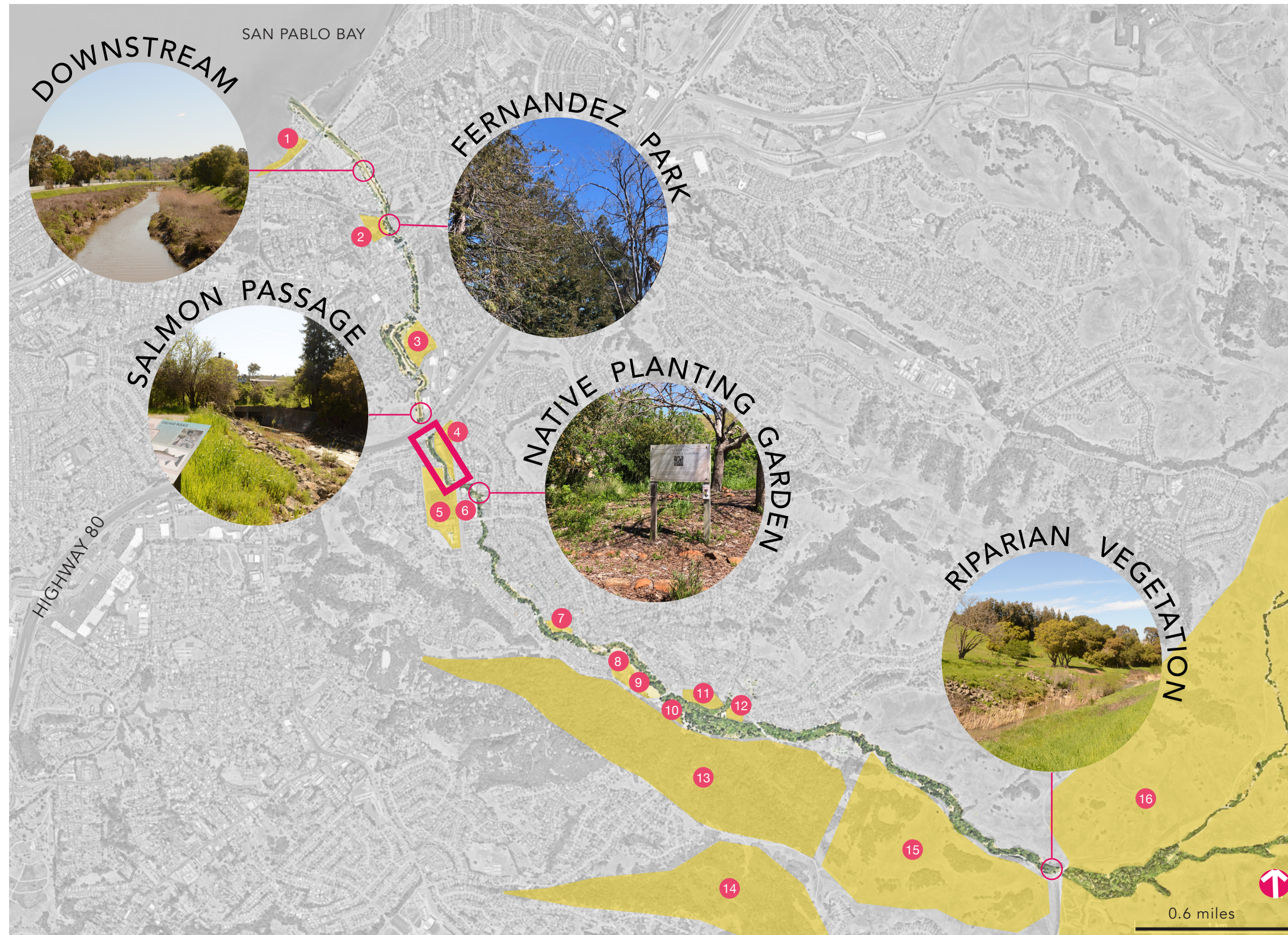
As Pinole Creek flows down to San Pablo Bay, it picks up a disheartening amount of trash due to littering and illegal dumping of household trash and larger items such as furniture and vehicle tires*.

The Creek offers opportunities to increase social and ecological connectivity along its entire length, inviting the people of Pinole to celebrate the water, the riparian vegetation and the rainbow trouts!

**Text from Friends of Pinole Creek Watershed website*







PINOLE CREEK | EXISTING CONDITIONS + OPPORTUNITIES FOR SOCIAL AND ECOLOGICAL CONNECTIVITY



OPPORTUNITIES FOR SOCIAL AND ECOLOGICAL CONNECTIVITY

- 1 BAYFRONT PARK
- 2 FERNANDEZ PARK
- 3 COLLINS ELEMENTARY SCHOOL
- 4 MALL
- 5 PINOLE VALLEY HIGH SCHOOL
- 6 PINOLE LIBRARY
- 7 PINOLE SWIMMING POOL
- 8 SAVAGE AVENUE PARK
- 9 ELLERHORST ELEMENTARY SCHOOL
- 10 PINOLE DOG PARK
- 11 PINOLE VALLEY PARK
- 12 PINOLE SKATE PARK
- 13 PINOLE VALLEY PARK TRAILS
- 14 SOBRANTE RIDGE REGIONAL PARK
- 15 SOBRANTE RIDGE REGIONAL PRESERVE
- 16 BAY AREA RIDGE TRAILHEAD

-  OPPORTUNITIES FOR CONNECTIVITY
-  RIPARIAN VEGETATION
-  PINOLE TOWN
-  SCOPE OF WORK

PINOLE CREEK | COMMUNITY INPUT AND PROGRAM PREFERENCES

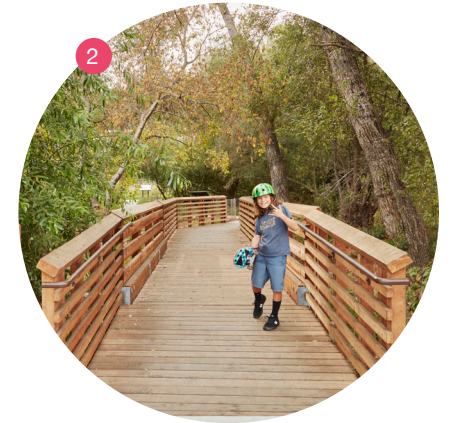


PINOLE CREEKSIDE PARK CONCEPT PLAN



KEY AND PRIORITIES

- 1 HIGHLIGHTED ENTRANCE: OVERHEAD WOODEN TRELLIS PLANTED WITH VINES OR SCULPTURE
- 2 WOODEN BRIDGE
- 3 PICNIC AREA
- 4 HABITAT RESTORATION
- 5 PARK TREAD TRAIL
- 6 FENCE WITH ART
- 7 ART EXPRESSION OF CREEK AND SALMON
- 8 SIGNAGE
- 9 TRASH BINS
- 10 LIGHTING ALONG THE TRAIL



PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 1



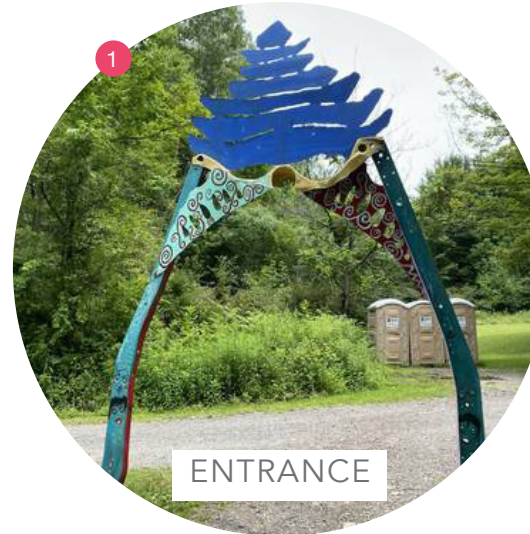
LEGEND



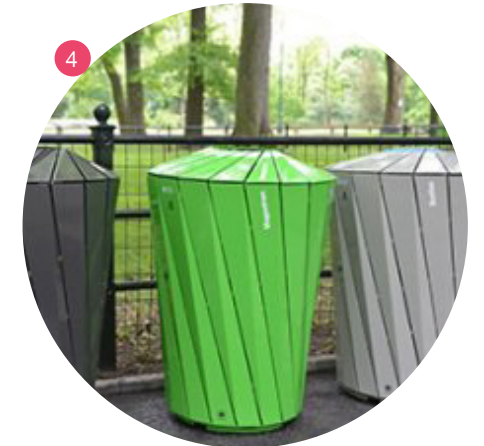
LOG/STUMP/
BOULDER EDGE



PICNIC TABLE



ENTRANCE



TRASH BINS



ART



SIGNAGE



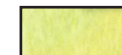
LIGHTING



PARK TREAD



(E) RIPARIAN VEGETATION



MEADOW

PINOLE CREEKSIDE PARK CONCEPT PLAN - PATH

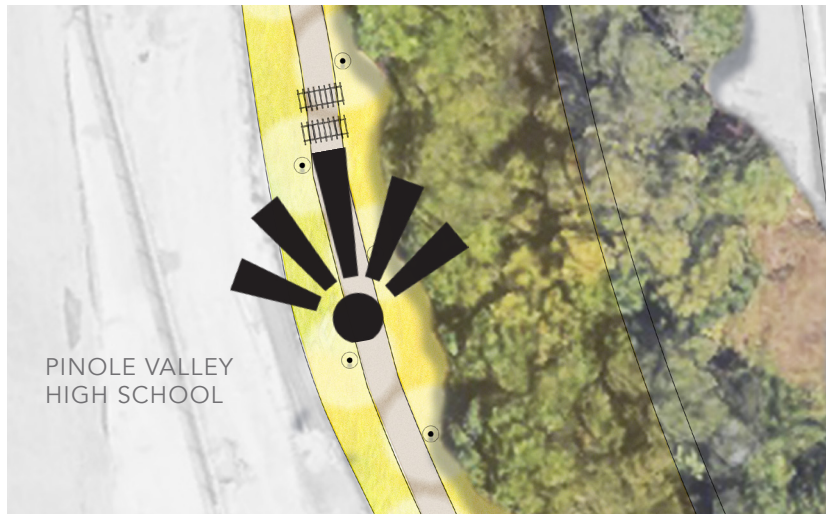


LEGEND



-  PARK TREAD
-  (E) RIPARIAN VEGETATION
-  MEADOW

PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 1



LOCATION

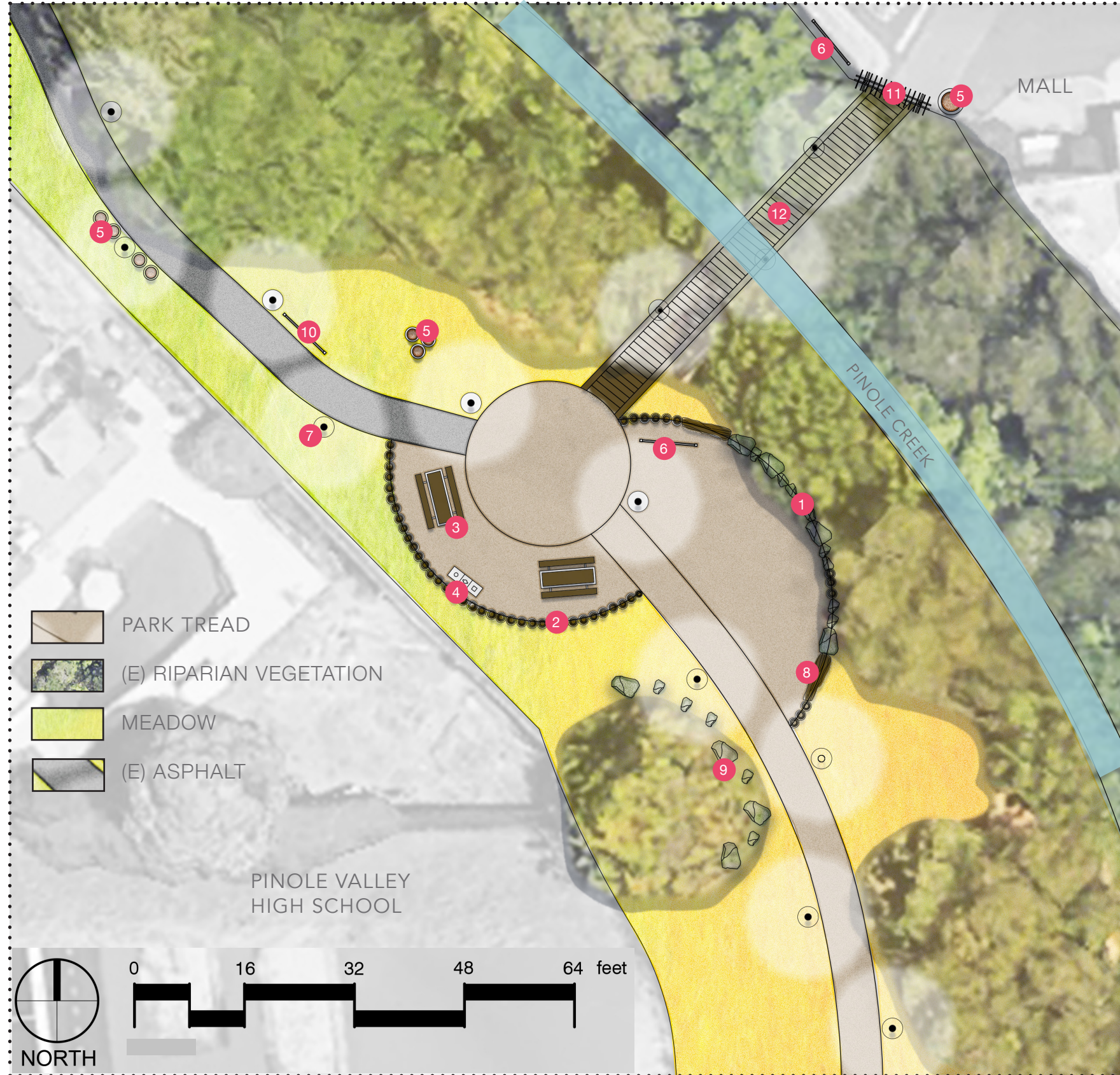


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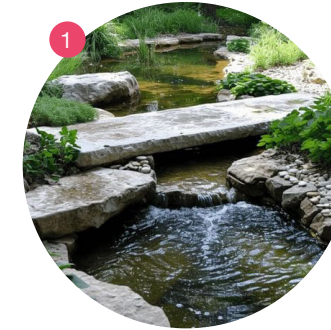


PROPOSED INTERVENTIONS

PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 2



LEGEND



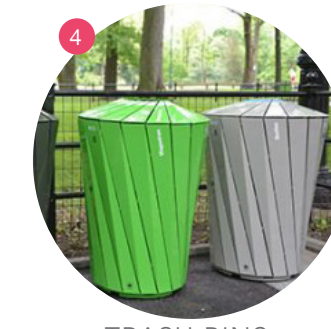
WATER FRONT



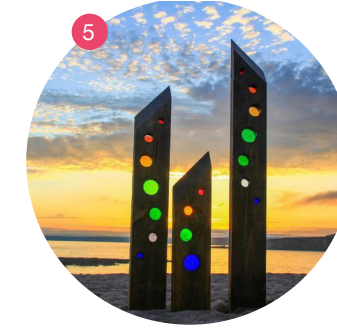
STUMP EDGING



PICNIC TABLE



TRASH BINS



ART



SIGNAGE



LIGHTING



WATER LOG



BOULDERS



COMMUNITY BOARD

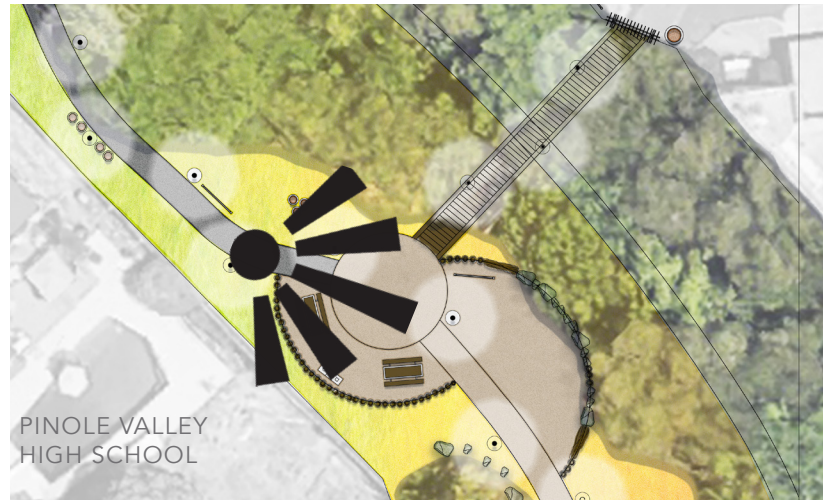


ENTRANCE



WOODEN BRIDGE

PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 2



LOCATION

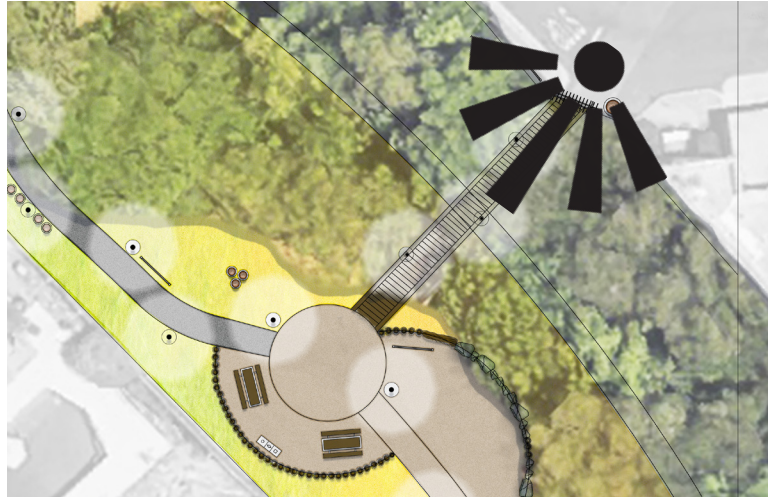


EXISTING



PROPOSED INTERVENTIONS

PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 2



LOCATION

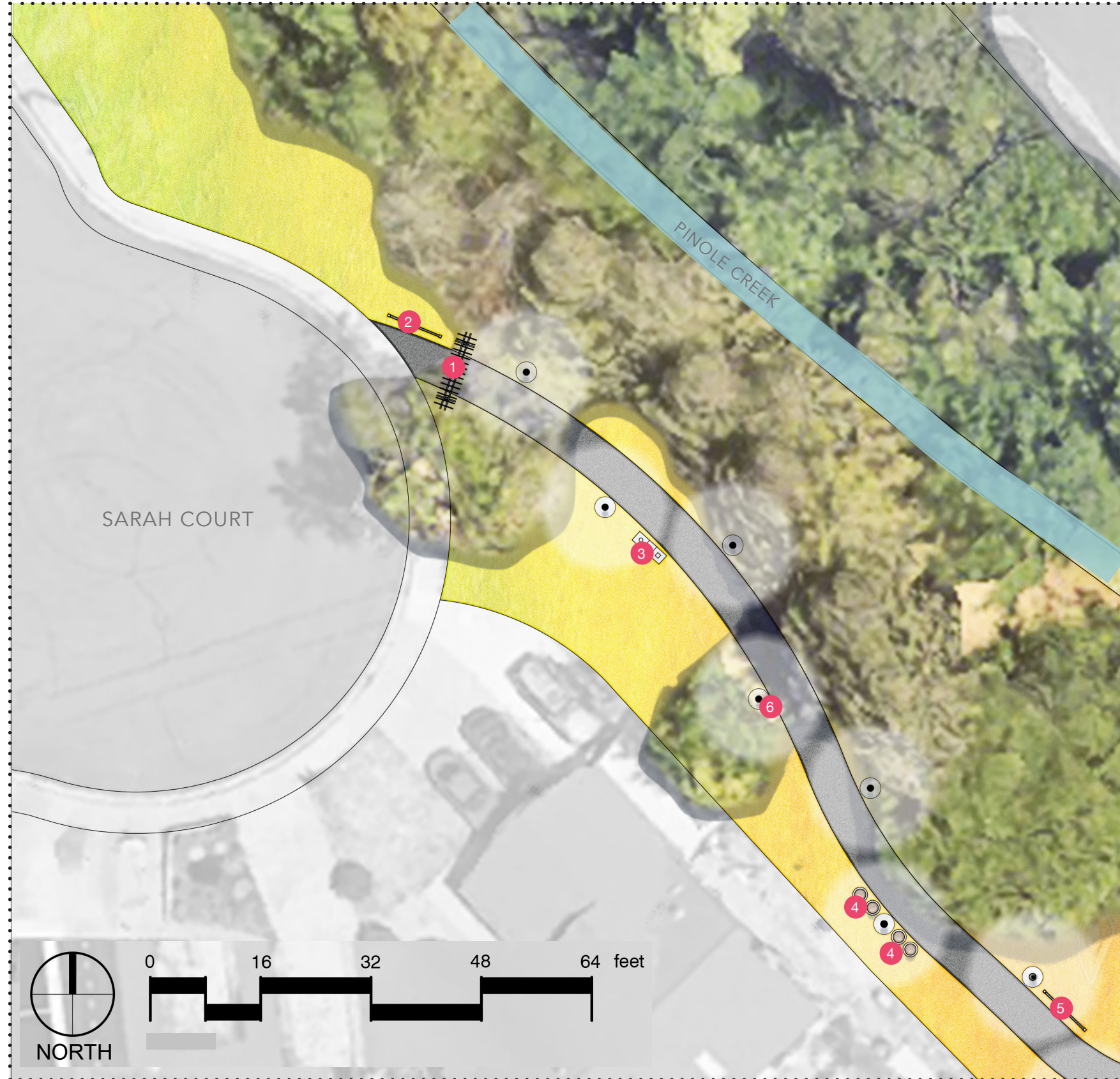


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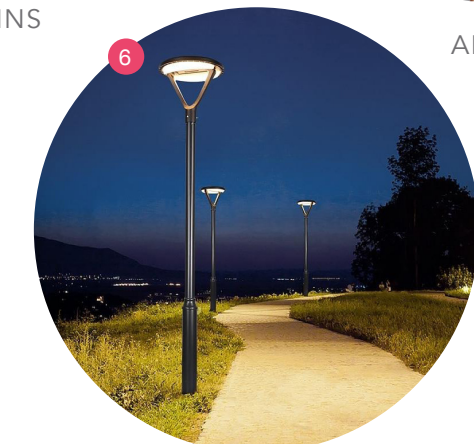
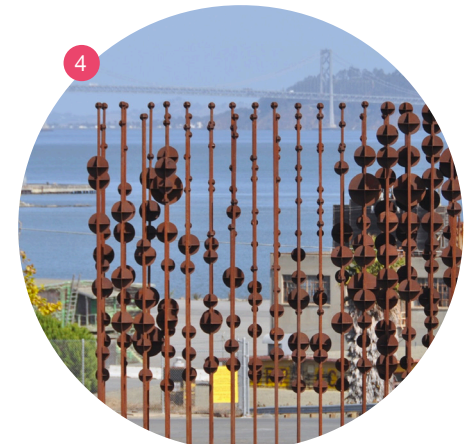
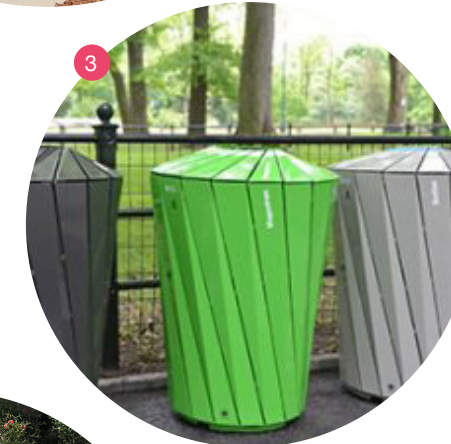
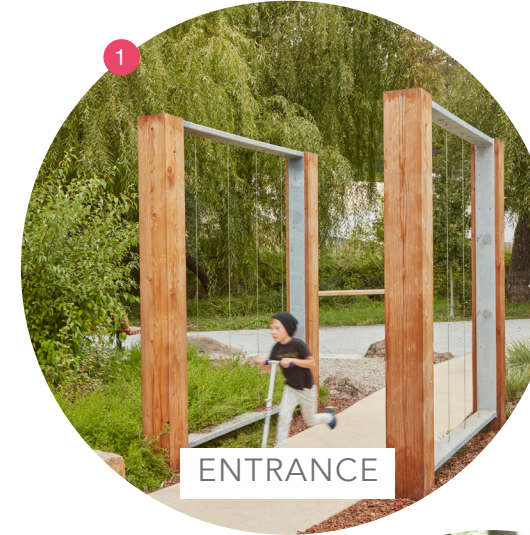


PROPOSED INTERVENTIONS

PINOLE CREEKSIDE PARK CONCEPT PLAN - ENTRANCE 3



LEGEND



-  (E) ASPHALT
-  (E) RIPARIAN VEGETATION
-  MEADOW



CITY COUNCIL REPORT

9.D.

DATE: APRIL 7, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
SUBJECT: ADOPT A RESOLUTION APPROVING SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEE ASSOCIATION TO ESTABLISH A FILLING OF VACANT SHIFTS PROGRAM

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a Side Letter Agreement to amend the Pinole Police Employees Association (PPEA) Memorandum of Understanding (MOU) to establish a filling of vacant shifts program.

BACKGROUND

In April 2025, the Police Department Command Staff met with PPEA representatives to discuss the process for mandating employees to fill vacant shifts. The PPEA MOU and the Pinole Police Department Policy Manual do not specify this process, and there was a desire to establish a fair and consistent method for the assignment of mandatory overtime.

After discussions, the City drafted a side letter to formalize the proposed process, however PPEA decided to incorporate the mandated overtime process as a proposal into current labor negotiations for a successor MOU between the City and PPEA.

On January 23, 2026, PPEA representatives informed the City's labor negotiations team of their intent to withdraw the proposal from bargaining to resolve the matter quickly by way of a side letter agreement.

REVIEW AND ANALYSIS

The Police Department Command Staff met with PPEA representatives in February 2026 to discuss the side letter and related procedures. The proposed side letter includes the following items in summary:

- Vacant shifts will initially be filled on a voluntary basis. If a shift is not voluntarily filled, employees will be required to work all or part of the shift, with seniority-based inverse selection on a rotational basis.
- Once an employee is mandated to work a minimum of four hours, their name will be placed at the bottom of the force list.
- Employees are permitted one exemption from mandatory overtime each calendar year. The exemption cannot be used on July 4, December 25, or December 31.

- Employees mandated to work on July 4, December 25, or December 31 with less than 24 hours' notice will be paid double their regular rate.
- Employees mandated to fill a shift must not work more than 16 consecutive hours and must be allowed an 8-hour rest period between shifts.
- Employees will not be mandated to work overtime during their scheduled vacation. During the annual vacation sign-up, employees must include travel days to be excluded from mandated overtime. Accruals will be deducted only for employees' regularly scheduled days off.
- There are rules for filling vacant supervisory shifts by Officers in Charge.

FISCAL IMPACT

None

ATTACHMENTS

- A. Resolution
- B. Filling of Shifts and OIC SLA

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDINGS (MOU) BETWEEN THE CITY OF PINOLE AND THE PINOLE POLICE EMPLOYEE ASSOCIATION (PPEA) TO ESTABLISH A FILLING OF VACANT SHIFTS PROGRAM

WHEREAS, the PPEA represents the law enforcement employees of the City; and

WHEREAS, in April 2025, the Police Department Command Staff met with PPEA representatives to discuss the process for mandating employees to fill vacant shifts; and

WHEREAS, the City drafted a side letter to formalize the proposed process, however PPEA decided to incorporate the mandated overtime process as a proposal into current labor negotiations for a successor MOU between the City and PPEA; and

WHEREAS, in accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of PPEA began negotiations in May 2025 and continue to meet and confer in good faith in an effort to reach agreement on terms for a successor MOU; and

WHEREAS, on January 23, 2026, PPEA representatives informed the City’s labor negotiations team of their intent to withdrawal the proposal from bargaining to resolve the matter quickly by way of a side letter agreement.; and

WHEREAS, in February 2026, the Police Department Command Staff met with PPEA representatives to develop a side letter agreement detailing a program to fill vacant shifts; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the side letter agreement to establish a filling of vacant shifts program and authorizes the City Manager to execute and implement the side letter agreement with PPEA, attached hereto as Exhibit A, and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of April 2026 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 7th day of April 2026.

Heather Bell-Spears, CMC
City Clerk

February 27, 2026

Rescind and Replace Pinole Police Employees' Association's June 12, 2025 Counter to:

City of Pinole's April 30, 2025 Proposed Side Letter of Agreement-New Article Titled Filling of Shifts

The City of Pinole is proposing the Parties execute a side letter of agreement amending the current Memorandum of Understanding ("MOU") due to a concern that there is no memorialized procedure for filling vacant shifts resulting from un-scheduled and scheduled absences.

The Department's intent with the following proposed MOU language amendment is to have the ability to fill vacancies and shifts in an orderly and equitable way, first through a voluntary selection process, and then if there are no volunteers through mandatory assignment.

The Department will be responsible for monitoring and tracking dates when sworn staff are required to fill a vacancy to ensure the duty is rotated equitably based on inverse seniority (i.e., lowest seniority first).

The City proposes adding the following Article to the current and successor MOU:

ARTICLE (TBD) FILLING OF SHIFTS

The filling of open shifts will be first filled on a voluntary basis. If a shift cannot be voluntarily filled, employee(s) will be ordered to work the open shift in whole or in part with preference to seniority by inverse selection on a rotational basis.

Mandated Overtime

Once an employee has been mandated to hold over, is called back or directed to report in for a shift of four (4) hours or greater, the employee's name will be placed at the bottom of the rotational list.

Employees will have one (1) rejection per calendar year where they can be skipped in the rotational list without cause. The employees' one allotted rejection cannot be used on Independence Day (July 4th), Christmas (December 25th) and New Year's Eve (December 31st). Employees mandated to work with less than 24 hours' notice on the aforementioned holidays shall be paid double their regular rate of pay for all hours worked.

If an employee is mandated to work a shift or portion of a shift prior to or after their regularly scheduled workday, the mandated shift cannot force the employee to work more than 16 consecutive hours without an 8-hour rest period between shifts. If the mandated shift would result in more than 16 consecutive hours of work, the employee shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. Any employees skipped in rotation will be next to be called for the filling of a subsequent shift not filled on a voluntary basis.

Employees that have preapproved vacations shall not be mandated to work overtime on their regularly scheduled days off prior to or after their approved vacation dates. During vacation sign-up, employees must include any travel days that fall on their regularly scheduled days off prior to or after their approved vacation dates to be a protected period. As the additional protected period falls on the employee's regularly scheduled days off, no accruals will be deducted from the employee's leave banks.

Employees that have a qualifying protected leave event, or qualifying event as outlined in the California Paid Sick Leave law shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. The employee shall not lose any accrued leave hours for using these leaves in lieu of working overtime.

February 27, 2026

Rescind and Replace Pinole Police Employees' Association's June 12, 2025 Counter to:

City of Pinole's April 30, 2025 Proposed Side Letter of Agreement-New Article Titled Filling of Shifts

Overtime Requiring OIC Duties

When overtime requires the performance of Officer-in-Charge duties, only employees who are authorized and qualified to serve as OIC shall be eligible; however, overtime selection shall remain based on officer seniority unless operational necessity requires otherwise.

Voluntary OIC Designation by Team

When an officer assigned to a specific team or unit voluntarily signs up and is approved to serve as the Officer-in-Charge (OIC) for that team during the absence of the assigned Sergeant, that officer shall be considered the preferred OIC for that team when OIC coverage is required.

OIC Preference Within Assigned Team

When multiple qualified officers are available to serve as OIC for a specific team, preference shall be given to the officer who is assigned to that team and has previously signed up and been designated as the team's OIC, provided operational needs are met.

No Guarantee of Assignment

Nothing in this section shall be construed as a guarantee of OIC assignment, overtime, or supervisory responsibility. Final assignment authority remains with management based on operational necessity.

Sergeant Precedence

When a Sergeant is available, the Sergeant shall always have precedence over any Officer-in-Charge for supervisory responsibility of a team, unit, or operation.

Authority to Assume Supervision

Sergeants retain the authority to assume supervisory control or replace an OIC assignment at any time when supervisory coverage is required or operational needs dictate.


Nothing in this article conflicts with rights or responsibilities concerning the requirements of first responders and disaster service workers pursuant to the California Emergency Services Act.

CITY OF PINOLE:


PINOLE POLICE EMPLOYEES' ASSOCIATION:

Garrett Evans
Interim City Manager

Melissa Klawuhn
Chief of Police



Stacy McPherson
PPEA Labor Consultant



Amy Sorensen
PPEA President



CITY COUNCIL REPORT

9.E.

DATE: APRIL 7, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
SUBJECT: ADOPT A RESOLUTION APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEE ASSOCIATION TO AMEND HEALTH PLAN PREMIUM CONTRIBUTIONS

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a Side Letter Agreement between the City of Pinole and PPEA related to Article 6.1 – Medical Insurance Program.

BACKGROUND

The City's personnel procedures and requirements, which apply to all competitive service City employees, are codified in the City's Personnel Rules (Personnel Rules), which the City Council approves and adopts. The Personnel Rules cover issues such as equal opportunity; recruitment and selection; discipline; and workplace policies.

The wages, hours, and terms and conditions of employment for represented employees are negotiated with the designated labor units and the agreements between the parties are outlined in MOUs, which complement the Personnel Rules. The State of California Meyers-Milias-Brown Act (MMBA) governs labor relations between municipalities and their represented employee unions, including the negotiation of MOUs. The City Council is responsible for approving wages, including employee benefits, hours, and terms and conditions of employment for all employees.

Each recognized employee bargaining unit negotiates with the City to provide their members with a customized package of competitive employee benefits outlined in their respective MOU. Among the benefits offered to select employee groups is the CalPERS medical insurance program.

The current MOU between the City and PPEA expired on June 30, 2025. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of PPEA continue to meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

REVIEW AND ANALYSIS

Under the current PPEA MOU, effective January 1, 2025, the City's contribution toward employee medical insurance is based on the 2024 CalPERS Kaiser rates for single, two-party,

and family coverage.

Because a successor MOU has not yet been finalized, the City's contribution remained at the 2024 rate levels when the January 1, 2026 CalPERS Kaiser rate increases took effect. As a result, PPEA members experienced higher out-of-pocket contributions compared to members of other bargaining units that reached successor agreements with updated contribution terms prior to the expiration of their MOUs.

On February 4, 2026, the City's negotiation team provided a draft side letter agreement regarding health premium cost sharing that would maintain the existing model used for all bargaining units, including the PPEA. The historical and universal model for determining the City's contribution amount towards monthly medical contributions for all employees is up to the Kaiser monthly premium amount of the prior Plan Year at the appropriate level of eligibility (single, single plus one, or family).

On March 10, 2026, the PPEA representatives notified the City in writing that it had agreed in concept to the draft side letter but countered with non-substantive edits. The attached side letter agreement will prospectively increase the City's contribution towards PPEA members' monthly health premium based on coverage eligibility to the following amounts as soon as administratively possible:

2025 Kaiser Rates

One Party Coverage: \$1,112.90

Two Party Coverage: \$2,225.80

Family Coverage: \$2,893.54

FISCAL IMPACT

The historical model was used for determining FY 2025/2026 adopted budget so no additional budget appropriation is required.

ATTACHMENTS

- A. Resolution
- B. PPEA SLA Health Premium Contributions

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF PINOLE AND THE PINOLE POLICE EMPLOYEE ASSOCIATION (PPEA) TO AMEND HEALTH PLAN PREMIUM CONTRIBUTIONS

WHEREAS, the PPEA represents the law enforcement employees of the City; and

WHEREAS, the current MOU between the City and PPEA expired on June 30, 2025; and

WHEREAS, in accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of PPEA continue to meet and confer in good faith in an effort to reach agreement on terms for a successor MOU; and

WHEREAS, under the current PPEA MOU, effective January 1, 2025, the City's contribution toward employee medical insurance is based on the 2024 CalPERS Kaiser rates for single, two-party, and family coverage; and

WHEREAS, because a successor MOU has not yet been finalized, the City's contribution remained at the 2024 rate levels when the January 1, 2026 CalPERS Kaiser rate increases took effect; and

WHEREAS, on February 4, 2026, the City's negotiation team presented a proposed side letter agreement regarding health premium cost sharing that would align the PPEA member contributions with other bargaining groups who had already reached agreement on terms for successor MOUs; and

WHEREAS, on March 10, 2026, the PPEA representatives accepted the proposed side letter agreement to amend the current MOU in increase the City's contribution towards PPEA members' monthly health premium based on coverage eligibility; and

WHEREAS, this modification will take effect as soon as administratively possible after Council adoption and subject to CalPERS requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the side letter agreement to amend health plan premium contributions and authorizes the City Manager to execute and implement the side letter agreement with PPEA, attached hereto as Exhibit A, and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of April 2026 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 7th day of April 2026.

Heather Bell-Spears, CMC
City Clerk

THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES ASSOCIATION

SIDE LETTER OF AGREEMENT
MEDICAL CONTRIBUTIONS

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Pinole (hereinafter referred to as the “City”) and the Pinole Police Employees Association (hereinafter referred to as the “Association”).

II. Background

The Parties are the signatories to a 2023-2025 Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain City employees that expired on June 30, 2025. The Parties are currently in negotiations for a successor MOU. On June 5, 2025, the City offered to continue the current medical contribution model, subject to CalPERS requirements. The terms set forth below outline the Parties understanding regarding this benefit. The Parties agree as follows:

III. Agreement of the Parties

The City currently provides for the CalPERS medical insurance program. As soon as administratively possible after Council adoption and subject to CalPERS requirements, for full-time regular employees, the City shall contribute toward the employee’s health premium based on employees’ coverage eligibility the 2025 CalPERS Kaiser rates for one-party, two-party and family coverage as follows:

2025 Kaiser Rates

One Party Coverage: \$1,112.90

Two Party Coverage: \$2,225.80

Family Coverage: \$2,893.54

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

IV. General Provisions

- A. This Side Letter will take effect upon adoption by the City Council of the City of Pinole and the terms herein subject to the Parties’ agreement as memorialized above.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

Agreed to this _____ day of _____, 2026.

CITY OF PINOLE

Garrett Evans, Interim City Manager

Date

Stacy Shell, Human Resources Director

Date

PINOLE POLICE EMPLOYEES ASSOCIATION

Amy Sorensen, President

Date

Stacy McPherson, Labor Representative

Date



CITY COUNCIL REPORT

9.F.

DATE: APRIL 7, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: STORMWATER UTILITY AREA ASSESSMENT FOR FISCAL YEAR 2026-2027

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) approving a rate of \$35.00 per Equivalent Runoff Unit (ERU) for Fiscal Year (FY) 2026-2027 and authorizing the Contra Costa County Flood Control and Water Conservation District (District) to adopt the FY 2025-2026 Stormwater Utility Area Fee for the City of Pinole.

BACKGROUND

The Federal Water Pollution Control Act (Clean Water Act), and its implementing regulations, requires that certain industrial facilities, construction sites, and municipal separate storm sewer system (MS4) obtain coverage for their stormwater discharges under a National Pollutant Discharge Elimination System (NPDES) permit. In California, the federal NPDES stormwater permit program is administered and enforced by the State Water Resources Control Board through the nine (9) Regional Water Quality Control Boards (Water Boards).

The Water Board for the San Francisco Bay Region (hereinafter San Francisco Regional Water Quality Control Board, SFRWQCB) is charged with making critical water quality decisions, including setting standards, issuing waste discharge requirements and NPDES permits, determining compliance and enforcing requirements for nine counties (Alameda, Contra Costa, San Francisco, Santa Clara, San Mateo, Marin, Sonoma, Napa, and Solano).

The NPDES permits are issued approximately every five years and include applicable provisions of the state Porter-Cologne Act, which is the principal legislation for controlling stormwater pollutants in California.

On November 15, 2015, the SFRWQCB reissued its Municipal Regional Stormwater NPDES permit (MRP) to 76 municipalities to regulate discharge of stormwater runoff from the municipal separate storm sewer systems draining into the San Francisco Bay. The reissued MRP, referred to as MRP 2.0, took effect on January 1, 2016, and expired on December 31, 2020. MRP 2.0 was administratively extended until the issuance of the next permit, MRP 3.0. The SFRWQCB adopted the Final Order for the third issuance of the MRP, or MRP 3.0, on May 11, 2022 (Order No. R2-2022-0018).

The City of Pinole, eighteen other cities/towns, the unincorporated Contra Costa County and the District joined together as member agencies to form the Contra Costa Clean Water Program (CCCWP) and work collectively as Contra Costa permittees under the NPDES permit

issued by the SFRWQCB. The CCCWP assists its member agencies with implementation of stormwater quality activities and completion of the MRP mandates for new development guidelines, monitoring, program training, and public education. The CCCWP Program Manager directs staff and acts under the direction of the Management Committee which is made up of one representative from each member agency.

The permit mandates included in the MRP are costly for the City of Pinole and other co-permittees. To implement the mandates in an economical manner, municipalities share resources and implement some activities regionally. The Bay Area Stormwater Management Agencies Association (BASMAA) is a consortium of nine San Francisco Bay Area municipal stormwater programs, including CCCWP, focused on regional challenges and opportunities to improve the quality of stormwater through the development of programs that would be more cost-effective if implemented on a regional level. Regional activities include development of new programs, studies and water quality monitoring for pollutants, public education, and reporting required by the MRP.

At the local level, staff focuses on local development design and plan checking, inspection of construction sites and commercial and industrial facilities, street sweeping, maintenance of trash capture devices, and other forms of maintenance activities to reduce stormwater pollution in order to meet the MRP mandates. A comprehensive review of the City's activities and annual accomplishments related to MRP compliance are detailed in a report prepared annually and submitted to the SFRWQCB.

In 1992, AB 2768 was passed which allowed a municipality to request formation of a Stormwater Utility Area (SUA) and an assessment to pay for MRP implementation costs. The CCCWP Management Committee recommended the formation of stormwater utilities as the most cost-effective method for meeting the permit mandates. Sixteen city councils, including the Pinole City Council, and the County Board of Supervisors adopted resolutions requesting that the District form a SUA for their territories.

The District Board of Supervisors provided public notice to all affected property owners before the establishment of the SUA's on June 22, 1993, creating 17 Stormwater Utility Areas. This 1993 Board action also set the first-year assessment rates for each SUA, as well as maximum rates. Assessments were collected for Fiscal Year 1993–1994 through 2000–2001. On May 9, 2000, the District separated the City of Oakley from SUA 17 and established it SUA 18. The District does not collect assessments for the cities of Richmond and Brentwood since these two cities collect their NPDES levy as a sewer fee.

It should be noted that the District has legal authority to form SUAs within the City of Pinole's boundaries and levy stormwater utility assessments to fund NPDES Program activities for, and on behalf of the City of Pinole. The District also estimates the number of ERUs in Pinole's SUAs, the number of parcels to be assessed, and the estimated remaining revenue for the current fiscal year. Annually, the City determines the cost to be assigned to a single ERU for the forthcoming fiscal year and through a City Council approved resolution, request the District to adopt SUA levies based on said amount. The District is charged with preparation of necessary reports, resolutions, ordinances, and public notices to complete the public hearing process for adoption of the proposed assessments for the next fiscal year.

Within each jurisdiction, the amount of assessment each property receives is based on the

amount of drainage it produces. The benchmark unit, or ERU, is a single-family residential parcel from 5,000 sq ft to 20,000 sq ft in size. Approximately 2/3 of all of Pinole's single-family residential parcels fall into this category. Multi-family units and single-family residential parcels that are less than 5000 sq ft in size have a smaller assessment, while commercial properties and residential properties greater than 20,000 sq ft in size have a larger assessment.

Since FY 2001-2002, the assessment in the City of Pinole has been \$35.00 per year per ERU. Under the current County Ordinance, the highest assessment that can be imposed in the City of Pinole is \$35.00 per ERU.

REVIEW AND ANALYSIS

Staff recommends maintaining assessments at their current level of \$35.00 per ERU.

Maintaining the current level of funding is vital to maintain current activities and meet MRP compliance.

It is expected that requirements of the MRP 3.0 will cause the City to expend additional funds locally to meet permit mandates. Mandates of MRP 3.0 require local government compliance without a dedicated funding source. However, the potential cost and fines associated with non-compliance are significant.

FISCAL IMPACT

The District maintains a separate fund for each SUA. All administrative costs incurred by the District in operating the SUAs, including maintenance of the assessment database, preparation of reports and documents, adjusting assessment and reviewing data on disbursements to Pinole and expenditure by Pinole, are borne by the fund.

The District maintains accounting records for Program Activities expenditures which are MRP related activities delineated in the CCCWP Agreement, funded by member agencies and governed by the CCCWP Management Committee. The District charges for Program Activity costs, calculates the proration of Program Activity costs, and debits SUA Fund of member agencies of said costs incurred.

Annually, but not later than January 31, May 31, and September 10, the District instructs the County Auditor-Controller to disburse revenue from the fund to the individual member agencies including the City of Pinole. The amount to be disbursed each time shall be the fund balance less the following deduction: \$3,000 or two percent (2%) of the estimated total assessment, whichever is greater.

The SUA assessment is estimated to generate approximately \$305,831 based on \$35 per year per ERU for FY 2026-2027. Approximately \$6,116.62 (2% of estimated SUA) will be held by the District. In addition, the District's cost for calculating the Program Activity costs and the SUA is approximately \$584 while the County's cost for collecting the SUA with the property tax bill is approximately \$5,596. The City's estimated share of participation in the CCCWP for FY 2026-2027 is \$52,224.71.

Therefore, the SUA assessment will generate an estimated \$241,309.67 to fund local MRP compliance activities that otherwise would have been funded by the General Fund.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2026-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE RATE
OF \$35.00 PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2026-2027 AND
AUTHORIZING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT TO ADOPT THE FISCAL YEAR 2026-2027
STORMWATER UTILITY AREA FEE FOR THE CITY OF PINOLE**

WHEREAS, the Federal Water Pollution Control Act (Clean Water Act) requires that stormwater discharges in urbanized areas be regulated by a National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, in California, the federal NPDES stormwater permit program is administered and enforced by the State Water Resources Control Board through the nine (9) Regional Water Quality Control Boards (Water Boards); and

WHEREAS, the San Francisco Regional Water Quality Control Board (SFRWQCB) is charged with making critical water quality decisions, including setting standards, issuing waste discharge requirements and NPDES permits, determining compliance and enforcing requirements for nine counties including Contra Costa; and

WHEREAS, the Contra Costa Clean Water Program (CCCWP) is comprised of nineteen (19) cities, including the City of Pinole, along with the unincorporated Contra Costa County and Contra Costa Flood Control and Water Conservation District (District) and work collectively as “Contra Costa Permittees” under a joint Municipal Regional Stormwater Permit (MRP) issued by the SFRWQCB; and

WHEREAS, in 1993, the City of Pinole authorized the District to establish a stormwater pollution management utility district to fund NPDES permit activities; and

WHEREAS, the District established Stormwater Utility Areas under Contra Costa County’s Stormwater Utility Assessment (SUA) Drainage Ordinance No. 93-47; and

WHEREAS, the SUA agreement between the City of Pinole and the District requires the City to determine the annual SUA rate in its Stormwater Utility Area; and

WHEREAS, the SUA rate is based on the Equivalent Runoff Unit (ERU); and

WHEREAS, it is the intent of the City of Pinole to utilize funds received from its SUA for complying with the NPDES permit conditions (MRP 2.0 and MRP 3.0), preventing stormwater pollution and performing drainage system maintenance activities.

NOW, THEREFORE BE IT RESOLVED THAT, the City Council of the City of Pinole hereby approves the rate of \$35.00 per Equivalent Runoff Unit (ERU) for Fiscal Year 2023-2027 and authorizes the Contra Costa County Flood Control and Water

Conservation District (District) to adopt the Fiscal Year 2026-2027 Stormwater Utility Area (SUA) fee for the City of Pinole.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of April 2026 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of April 2026.

Heather Bell-Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.G.

DATE: APRIL 7, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: ADOPT A RESOLUTION APPROVING CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE (RAC) JOINT POWERS AUTHORITY PARTICIPATION; APPROVAL OF JOINT POWERS AGREEMENT; AUTHORIZING THE JOINT POWERS AUTHORITY (JPA) TO ESTABLISH ONE OR MORE COMMUNITY FACILITIES DISTRICTS; AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT

RECOMMENDATION

Staff recommends that the City Council:

1. Approve participation in the Contra Costa County Regional Alternative Compliance (RAC) Joint Powers Authority (JPA), adopt the attached Resolution (Attachment A) to approve the proposed Joint Powers Agreement (Attachment B), and authorize the Interim City Manager to execute the Joint Powers Agreement.
2. Direct staff to take such actions as necessary to participate in the RAC System, including preparation of an ordinance to revise the City's stormwater ordinance to incorporate participation in the RAC System as an approved alternative compliance for meeting applicable stormwater treatment requirements.
3. Authorize staff to collaborate with the RAC JPA Administrator to support RAC System implementation.
4. Authorize the JPA to establish one or more Community Facilities Districts (CFD), accept applications from property owners, annex properties to the CFD, and levy special taxes to finance ongoing maintenance costs for Off-Site GSI Projects; and approve a joint community facilities agreement.

BACKGROUND

The Contra Costa Clean Water Program (CCCWP) was established in 1991 by Contra Costa municipalities in anticipation of municipal stormwater permitting requirements under the federal Clean Water Act and California water quality laws, with encouragement from regional water regulators. CCCWP is a collaborative program composed of 19 Contra Costa cities and towns, the unincorporated areas of Contra Costa County, and the Flood Control and Water Conservation District, whose main objective is to jointly implement National Pollutant Discharge Elimination System (NPDES) stormwater permit requirements. Some permit provisions are more cost-effective to implement on a regional basis, such as water quality monitoring, public education, and special studies.

The Municipal Regional Stormwater Permit (MRP) imposes several obligations on local governments. Under Provision C.3.d, regulated new development and redevelopment projects must incorporate on-site Low Impact Development (LID) or Green Stormwater Infrastructure (GSI) to treat stormwater before it reaches local waterways. Many sites, particularly small infill properties, parcels with steep slopes, or locations with underground utility conflicts face serious constraints that make on-site treatment difficult or infeasible (refer to Attachment C, CCC RAC System Overview, pp. 3–4).

In addition, under MRP Provision C.3.j, municipalities must retrofit a quantifiable amount of existing impervious surface with GSI over the permit term. This requirement can be costly and resource-intensive when implemented through numerous small, distributed projects (refer to Attachment C, CCC RAC System Overview, p. 3). Moreover, cities must comply with pollutant load reduction targets under the PCBs TMDL (Provision C.12.c), which require locating stormwater treatment facilities in areas with historically high pollutant loads.

To address these challenges, Contra Costa County (CCC), the Cities of San Pablo and Walnut Creek, and the County Flood Control District partnered with the U.S. Environmental Protection Agency (EPA) to pilot the Regional Alternative Compliance (RAC) System (refer to Attachment D, Fact Sheet, p. 1). Existing rules and guidance authorizing alternative compliance pathways legally support the RAC System. The San Francisco Bay Regional Water Quality Control Board (San Francisco Bay Water Board) reviewed and approved the RAC System under MRP Provision C.3.e, the section explicitly devoted to alternative compliance (refer to Attachment C, CCC RAC System Overview, p. 8).

The CCC RAC System is an innovative, regionally supported approach to fulfilling state-mandated stormwater treatment obligations. Developed through a partnership between CCCWP, the EPA, and the San Francisco Bay Water Board, the RAC System provides an off-site, alternate compliance mechanism for the GSI that would normally be required on-site. The RAC System allows both public agencies and private developers to purchase “compliance units” generated by certified Off-Site GSI projects constructed elsewhere in the county. These units represent an equivalent amount of stormwater treatment required for regulatory compliance.

The RAC System addresses long-standing challenges including constrained development sites, high costs of distributed GSI projects, and the need to target legacy pollutant areas. Participation in the RAC System is enabled through a new Joint Powers Authority (JPA), which provides administrative support, financial mechanisms, and the governance structure necessary to manage Off-Site GSI projects and maintain ongoing compliance. The JPA is responsible for administering Off-Site GSI certification, compliance unit accounting, project verification, long-term maintenance funding mechanisms, and annual reporting to the Water Board (refer to Attachment 4, Draft JPA Term Sheet, Sections 6 & 11).

Importantly, the JPA would enable the participating agencies to levy a special tax under the Mello-Roos Community Facilities Act of 1982, as amended (Mello-Roos Act) on private properties that voluntarily choose to participate in the RAC System (Participating Properties) to fund maintenance of the Off-Site GSI projects. Pursuant to the Mello-Roos Act, in order for the JPA to form a Community Facilities District (CFD) that may include Participating Properties in the City (either at the time of CFD formation or by annexation to the CFD) and levy special taxes to finance maintenance of Off-Site GSI projects, the JPA and the City must enter into a

joint community facilities agreement or joint exercise of powers agreement.

Staff introduced the RAC JPA to the City Council on December 2, 2025, followed by a detailed presentation by the Contra Costa Clean Water Program.

REVIEW AND ANALYSIS

How the RAC System Works:

The RAC System creates a countywide marketplace in which Off-Site GSI projects - facilities intentionally constructed to treat stormwater from areas beyond their immediate footprint - generate standardized “compliance units.” These units are quantified based on the drainage area treated, pollutant removal performance, rainfall zone, and land use characteristics (Attachment C - CCC RAC System Overview, pp. 33–38).

Once certified by the local jurisdiction where they are located, Off-Site GSI projects can make their compliance units available for purchase. Public agencies or private developers who cannot feasibly meet on-site stormwater retention requirements may instead purchase sufficient units to meet their MRP obligations (Attachment D - Fact Sheet, p. 1). The purchaser also pays for maintenance of the Off-Site GSI projects to ensure the long-term performance of the Off-Site GSI project.

Why a JPA is Needed:

The Joint Powers Agreement (Attachment B) establishes a governance structure for administering the RAC System. The JPA is authorized to manage the financial, administrative, and regulatory responsibilities that accompany the program, including forming a Community Facilities District (CFD) under the Mello-Roos Act to levy special taxes on private properties that voluntarily choose to participate in the RAC System (Participating Properties) to fund maintenance of the Off-Site GSI projects.

Pursuant to the Mello-Roos Act, in order for the JPA to form a CFD that may include Participating Properties in the City (either at the time of CFD formation or by annexation to the CFD) and levy special taxes to finance maintenance of Off-Site GSI projects, the JPA and the City must enter into a joint community facilities agreement or joint exercise of powers agreement. (Attachment - JPA Recitals; Sections 6 & 8). The JPA can efficiently levy the special tax under the Mello-Roos Act without the need for each individual participant to establish a new CFD within their jurisdiction. Because public agencies are not subject to CFD special taxes, the JPA would collect a separate fee from public agencies that purchase compliance credits through the RAC System.

The CFD provides a stable, predictable revenue stream to maintain Off-Site GSI facilities, which is essential to ensuring the continued functionality of systems relied upon for compliance. Public agencies that purchase compliance units pay directly to the JPA rather than through property tax mechanisms, which simplifies public-sector participation.

Benefits of RAC Participation to the City of Pinole:

The RAC System offers several benefits that are particularly important for agencies seeking

flexible, affordable ways to meet stormwater regulations.

1. It provides a solution for constrained project sites where onsite GSI is impractical. Rather than granting variances or requiring redesigns, staff can direct applicants to a consistent, regionally approved alternative compliance mechanism.
2. It supports more cost-effective stormwater treatment. Large regional GSI facilities can achieve economies of scale, reducing both upfront construction and ongoing maintenance costs per acreage treated compared to multiple small installations dispersed across the City (Attachment D - Fact Sheet, p. 2).
3. RAC participation aligns with regional water quality goals. Off-Site GSI facilities can be strategically located in areas with high legacy pollutant loads, helping the City make measurable progress toward PCBs and other TMDL targets.
4. RAC participation reduces local administrative burden. The RAC Tracking Tool - maintained by the JPA - stores compliance unit records, tracks buyer/seller transactions, ensures proper verification and maintenance documentation, and houses all regulatory reporting materials (Attachment C - CCC RAC System Overview, p. 40). Without participation in the JPA, these administrative tasks would fall solely on local staff.

Consistent with City Policy and Regional Regulations:

Participation in the RAC JPA is consistent with the City's obligation to comply with state and federal water quality regulations. Furthermore, the program supports regional GSI planning efforts and broad sustainability policies that encourage multi-benefit infrastructure projects, pollutant reduction, and improvements in water quality.

RAC participation can benefit development projects within Pinole, as well as the City's capital improvement projects. The City can leverage Off-Site GSI to cost-effectively achieve its GSI retrofit targets by the June 30, 2027, deadline (C.3.j Retrofit Targets) and future MRP 4 permit requirements. Participating in the RAC System can also help the City meet the collective goal of achieving PCBs TMDL (C.12.c Requirements) set for the San Francisco Bay Area since Pinole does not have old industrial areas for moderate PCB loads.

Joint Community Facilities Agreement:

Pursuant to the Mello-Roos Act, in order for the JPA to form a CFD that may include Participating Properties in the City (either at the time of CFD formation or by annexation to the CFD) and levy special taxes to finance maintenance of Off-Site GSI projects, the JPA and the City must enter into a joint community facilities agreement or joint exercise of powers agreement.

The attached Resolution provides that the JPA Agreement, together with the Resolution constitutes a joint community facilities agreement. The Resolution authorizes the JPA to undertake and conduct proceedings under the Mello Roos Act to form the CFD with boundaries that include Participating Properties within the City's jurisdiction, to annex Participating Properties within the City's jurisdiction to the CFD, and to levy a special tax on such Participating Properties; provided that the owners of the Participating Properties at the time of formation of the CFD or annexation to the CFD, as applicable, execute a ballot or

unanimous approval in favor of the levy of the special tax in accordance with the Mello-Roos Act.

FISCAL IMPACT

Participation in the RAC JPA will require the City to contribute to the JPA's annual operating cost, which, under the JPA Agreement, is shared equally among all member agencies unless modified by agreement (Attachment B - JPA Agreement, Section 17). The amount of this cost will be presented separately upon confirmation of the final annual budget from the JPA Board.

The amount is expected to be nominal because the cost of administering the CFD - the primary function of the JPA - will be paid for out of special taxes collected by the CFD.

Participation may also generate revenue for the City when staff carry out responsibilities such as Off-Site GSI verification or buyer approvals, as jurisdictions receive payment for performing these duties (Attachment C - CCC RAC System Overview, pp. 13–14, 27). There is no fiscal obligation for Off-Site GSI maintenance associated with private development projects, because CFD special taxes cover these costs. Public agency buyers fund Operations and Maintenance directly through agreements with the JPA (Attachment D - Fact Sheet, p. 1; System Overview, pp. 16, 22).

At this time, staff anticipates that JPA membership costs can be absorbed within the City's existing stormwater program budget. If adjustments or supplemental appropriations become necessary, staff will return to the City Council with recommendations.

ATTACHMENTS

- A. Resolution
- B. RAC JPA Joint Powers Agreement
- C. CCC RAC System Overview
- D. CCC RAC System Fact Sheet

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE JOINT POWERS AGREEMENT BETWEEN PARTICIPATING CITIES, CONTRA COSTA COUNTY, AND THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO CONSTITUTE THE CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE JOINT POWERS AUTHORITY AND IMPLEMENT THE CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE SYSTEM; AUTHORIZING THE JOINT POWERS AUTHORITY TO ESTABLISH ONE OR MORE COMMUNITY FACILITIES DISTRICTS, ACCEPT APPLICATIONS FROM PROPERTY OWNERS, ANNEX PROPERTIES TO THE COMMUNITY FACILITIES DISTRICT, AND LEVY SPECIAL TAXES TO FINANCE ON-GOING MAINTENANCE COSTS FOR OFF-SITE GSI PROJECTS CONSTRUCTED PURSUANT TO THE REGIONAL ALTERNATIVE COMPLIANCE SYSTEM WITHIN OR OUTSIDE THE TERRITORY OF THE CITY OF PINOLE; AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT

WHEREAS, the City of Pinole is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and is authorized to enter into an agreement to exercise powers common to the member public agencies; and

WHEREAS, the City of Pinole desires to participate in the Contra Costa County Regional Alternative Compliance (“RAC”) System, which is a program designed to offer a flexible, cost-effective, and scientifically defensible compliance option for the Municipal Regional Stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit issued by the San Francisco Bay Regional Water Quality Control Board, Permit No. CAS612008; and

WHEREAS, the proposed Joint Powers Authority (“JPA”) is being formed to (i) establish a Community Facilities District (“CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (“Mello-Roos Act”) in order to finance ongoing maintenance costs for “Off-Site GSI Projects” constructed pursuant to the RAC System, and (ii) take other actions in furtherance of the RAC System; and

WHEREAS, a joint exercise of powers agreement between participating cities, Contra Costa County, and the Contra Costa Flood Control and Water Conservation District has been prepared to establish the proposed JPA that will implement the RAC System; and

WHEREAS, the proposed agreement will take effect on the earlier of July 1, 2026, provided that two proposed member agencies have executed the agreement by such date, or when all proposed member agencies have executed the agreement; and

WHEREAS, with respect to the CFD:

(1) the JPA may establish the CFD to finance the maintenance of Off-Site GSI Projects pursuant to Section 53313.5(f) of the Mello-Roos Act, which authorizes community facilities districts to finance the acquisition, improvement, rehabilitation, or maintenance of any real or other tangible property, whether privately or publicly owned, for flood and storm protection services, including, but not limited to, storm drainage and treatment systems; and

(2) the City of Pinole desires to allow the owners (“Participating Owners”) of property being developed within its jurisdiction (“Participating Properties”) to participate in the CFD in order to finance ongoing maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System, whether those Off-Site GSI Projects are located within the boundaries of the City of Pinole or not, and to allow the JPA to conduct proceedings to form the CFD, annex Participating Properties to the CFD and levy special taxes on such Participating Properties; and

(3) both the JPA and the City of Pinole are “local agencies” under the Mello-Roos Act; and

(4) the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement or joint exercise of powers agreement to exercise any power authorized by the Mello-Roos Act; and

(5) the City of Pinole desires to enter into such an agreement with the JPA to authorize the JPA to form the CFD and annex to the CFD Participating Properties located within the territorial limits of the City of Pinole for the purpose of financing the maintenance of Off-Site GSI Projects, whether those Off-Site GSI Projects are located within the boundaries of the City of Pinole or not; and

(6) the City of Pinole will not be responsible for the conduct of any proceedings to form the CFD, annex Participating Properties to the CFD, levy or collect special taxes, or any required remedial action in the case of delinquencies in such special tax payments.

NOW, THEREFORE BE IT RESOLVED THAT, the City Council of the City of Pinole hereby determine, find and resolve as follows:

Section 1: The City of Pinole hereby approves the “Joint Powers Agreement Between Participating Cities, Contra Costa County, and the Contra Costa Flood Control and Water Conservation District for Implementation of the Contra Costa County Regional Alternative Compliance System,” attached hereto as Exhibit “A” to this Resolution.

Section 2: Prior to the effective date of the Agreement, the City of Pinole hereby authorizes minor and technical revisions to the Agreement approved in Section 1 that do not change the overall intent of the Agreement or increase liability or cost exposure.

Section 3: The City Council authorizes the Interim City Manager to execute the Agreement.

Section 4: Direct staff to take such actions as necessary to participate in the RAC System, including preparation of an ordinance to revise the City’s stormwater ordinance to incorporate participation in the RAC System as an approved alternative compliance for meeting applicable stormwater treatment requirements.

Section 5: Authorize staff to collaborate with the RAC JPA Administrator to support RAC System implementation.

Section 6: The Agreement, together with the terms and provisions of this Resolution, shall constitute a separate joint community facilities agreement between the City of Pinole and the JPA under the Mello-Roos Act for the CFD. The City hereby authorizes the JPA to form one or more community facilities districts to accomplish the purposes of this Resolution, and each such community facilities district shall constitute a CFD as that term is used in this Resolution.

The adoption by the JPA of a resolution of intention to form the CFD under the Mello-Roos Act to finance on-going maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System shall constitute acceptance by the JPA of the terms of this Resolution with respect to such CFD.

This Resolution shall constitute full approval under Section 8.2 of the Agreement for the JPA to undertake and conduct proceedings under the Mello Roos Act to form the CFD with boundaries that include Participating Properties within the City of Pinole’s jurisdiction, to annex Participating Properties within the City of Pinole’s jurisdiction to the CFD, and to levy a special tax on such Participating Properties; provided that the Participating Owners, who shall be the legal owners of such property at the time of formation of the CFD or annexation to the CFD, as applicable, execute a ballot or unanimous approval in favor of the levy of the special tax in accordance with the Mello-Roos Act.

The City of Pinole City Council hereby determines that the Agreement, together with the terms and provisions of this Resolution, are beneficial to the residents/customers of the City of Pinole and of the future residents of the area within the CFD.

The City of Pinole City Council hereby determines that all of the Off-Site GSI Projects constructed pursuant to the RAC System that will be maintained by Participating Properties within the City of Pinole’s jurisdiction are necessary to meet increased demands placed upon the City of Pinole as a result of development occurring or expected to occur within the City of Pinole.

The City of Pinole City Council hereby consents to the formation of, and annexation of Participating Properties to, the CFD in accordance with this Resolution, and consents to the assumption of jurisdiction by the JPA for the proceedings respecting the CFD with the understanding that the JPA will hereafter take each and every step required for or suitable for consummation of the proceedings to form the CFD or annex Participating Properties to the CFD, and the levy, collection and enforcement of the special tax, all at no cost to the City of Pinole and without binding or obligating the City of Pinole’s general fund or taxing authority.

The City of Pinole City Council hereby authorizes and directs appropriate officials and staff of the City of Pinole to execute and deliver such certificates, agreements and documents, and to take all such other lawful actions, as are reasonably required by the JPA in accordance with the formation of the CFD, the annexation of Participating Properties to the CFD, the levy of special taxes and the financing of on-going maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of April 2026 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 7th day of April 2026.

Heather Bell-Spears, CMC
City Clerk

JOINT POWERS AGREEMENT
**Between Participating Cities, Contra Costa County, and the Contra Costa Flood Control
and Water Conservation District to Establish the Contra Costa County Regional
Alternative Compliance Joint Powers Authority for
Implementation of the Contra Costa County Regional Alternative Compliance System**

This Joint Powers Agreement (“Agreement”) dated July 1, 2026, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among [INSERT FINAL LIST OF PARTICIPATING AGENCIES] (collectively, “Member Agencies” and each, individually, a “Member Agency”). The term “Member Agencies” shall also include a public agency added to this Agreement in accordance with Section 14.

RECITALS

A. The joint powers authority (“JPA”) formed pursuant to this Agreement to administer the Contra Costa County Regional Alternative Compliance (“RAC”) System is authorized to (i) establish a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (“Mello-Roos Act”) in order to finance on-going maintenance costs for “Off-Site GSI Projects” constructed pursuant to the RAC System, and (ii) take other actions in furtherance of the RAC System.

B. The RAC System is a program designed to offer a flexible, cost-effective, and scientifically defensible compliance option for the Municipal Regional Permit’s development provisions requiring post-construction stormwater treatment. The Municipal Regional Permit is a Municipal Regional Stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit issued by the San Francisco Bay Regional Water Quality Control Board, Permit No. CAS612008.

C. The RAC System allows the owners of regulated developments and certain public agencies (buyers) to purchase “compliance units” in green stormwater infrastructure (GSI) treatment facilities or “Off-Site GSI Projects” constructed elsewhere within the County.

D. The developers of the Off-Site GSI Projects, which may be public agencies or private entities, generate the “compliance units” that can be exchanged through the RAC System and purchased by the buyers (owners of the regulated developments and public agencies that cannot treat stormwater on their own sites). Private buyers will contribute to the cost of operating and maintaining the Off-Site GSI Projects by annexing their development sites into the proposed community facilities district formed by the JPA. Public agencies that are buyers will pay fees directly to the JPA as an alternative funding mechanism because such public agencies cannot be levied a special tax under the proposed community facilities district.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

1. DEFINITIONS

Capitalized terms used in the Agreement shall have the meanings specified below, unless the context requires otherwise.

1.1 “Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*).

1.2 “Agreement” means this Joint Powers Agreement.

1.3 “Board” means the Board of Directors for the Joint Powers Authority.

1.4 “Effective Date” means the date on which this Agreement shall become effective and the JPA shall exist as a separate public agency, as further described in Section 5.

1.5 “JPA” means the Contra Costa County Regional Alternative Compliance Joint Powers Authority.

1.6 “Off-Site GSI Project” means a green stormwater infrastructure project eligible to exchange compliance credits under the RAC System.

1.7 “RAC System” means the Contra Costa County Regional Alternative Compliance System.

2. NAME OF THE JPA

The JPA shall be known as the Contra Costa County Regional Alternative Compliance Joint Powers Authority.

3. PURPOSE

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Member Agency and any other powers granted to the JPA under applicable law, including the Act and the Mello-Roos Act. The JPA shall administer the RAC System.

4. ESTABLISHMENT OF THE JPA

4.1 Separate Legal Entity. The JPA, as a joint powers authority, is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.

4.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the Effective Date of this Agreement, the JPA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State and the State Controller containing the information required by California Government Code Section 6503.5.

4.3 Filing of Notices with County and LAFCO. Within seventy (70) days after the Effective Date of this Agreement, the JPA shall cause a statement of the information concerning the JPA, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, the Contra Costa County Clerk, and the Contra Costa County Local Agency Formation Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

5. TERM

The Agreement shall become effective upon the earlier date of July 1, 2026, provided that two Member Agencies have executed the Agreement by such date, or when all Member Agencies have executed the Agreement (“Effective Date”). The Agreement will remain effective until the JPA is dissolved through procedures outlined in Section 18 of this Agreement.

6. POWERS AND OBLIGATIONS OF THE JPA

6.1 General Powers. The JPA shall have the power in its own name to exercise any and all common powers of its Member Agencies and such additional powers accorded to it by law reasonably related to the purposes of the JPA, including, but not limited to, the powers to:

- a. Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements within the boundaries of the Member Agencies deemed necessary by the Board to implement the RAC System;
- b. Acquire, hold, manage, maintain, or dispose of any other property within the boundaries of the Member Agencies by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, eminent domain or sale to support the RAC System;
- c. Seek, receive, and administer funding from any available public, non-profit, foundation or private source, including grants or loans under any available Federal, State and local programs to support the RAC System;
- d. Make and enter into other contracts;
- e. Form and implement one or more community facilities districts pursuant to the Mello-Roos Act;
- f. Incur all authorized debts, liabilities, and obligations, subject to the limitations herein to accomplish the stated purposes and objectives of the JPA;

g. Receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations or governmental entities;

h. Sue and be sued in its own name;

i. Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the JPA;

j. Adopt rules, regulations, policies, bylaws and procedures governing the operation of the JPA;

k. Invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;

l. Carry out and enforce all the provisions of this Agreement; and

m. Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended.

6.2 Specific Powers and Obligations. The JPA shall have the power in its own name to exercise the following specific powers and obligations to:

a. Conduct an audit of the records and accounts of the JPA annually by an independent certified public accountant and ensure that copies of such audit report shall be filed with the State Controller and the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the JPA;

b. Use any statutory power available to it necessary or desirable to finance the exercise of any power of the JPA; and

c. Defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits or other actions.

7. BOARD OF DIRECTORS

7.1 JPA Governing Board. The JPA shall be governed by a Board of Directors. Each director shall have a single vote on matters coming before the Board.

7.2 Board Members and Alternates. Within thirty (30) days after the Effective Date of this Agreement, each Member Agency shall designate and appoint one its officers, officials, or employees to serve as its representative on the Board. Within thirty (30) days after a new Member Agency becomes a party to this Agreement, the Member Agency shall designate and appoint one of its officers, officials, or employees to serve as its representative on the Board. Each Member Agency may appoint an alternate representative who is authorized to serve on the

Board only in the absence of the Member Agency's primary representative, with the same authority as the primary representative. All primary representatives and alternates shall serve until they are replaced by the appointing Member Agency, or until the withdrawal of the Member Agency from this Agreement, or until such time as they are no longer an officer, official, or employee of the Member Agency. Board members and their alternates shall serve without compensation, but they shall be entitled to reimbursement of expenses they actually incur in connection with their service on the Board, provided such expense is authorized in advance by the Board.

7.3 Qualifications. Each Member Agency shall determine the officers, officials, or employees that will serve as the Member Agency's primary representative, and their alternate, on the Board of Directors.

7.4 Board Officers. The Board shall annually select one of its members to serve as Chair and another member to serve as Vice Chair.

a. If the Chair is unable to continue serving on the Board, then the Vice-Chair shall become Chair. The Board shall then select a new Vice Chair from among the remaining members of the Board.

b. If the Vice Chair is unable to continue serving on the Board, the Board shall select a new Vice Chair from among the remaining members of the Board.

c. The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with applicable law and this Agreement.

d. The Vice-Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with applicable law and this Agreement when the Chair is absent.

7.5 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. The Board may also retain such consultants or independent contractors as may be deemed necessary.

7.6 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the JPA shall be so designated and empowered by the Board. Each such officer or person may be required to file an official bond with the JPA in an amount established by the Board.

7.7 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board.

7.8 Meetings. The Board shall hold publicly noticed meetings in accordance with a schedule established by the Board. The Board shall meet no less than once per year. Meetings shall be conducted and noticed in accordance with the provisions of the Ralph M. Brown Act.

7.9 Voting. All voting powers of the JPA shall reside in the Board.

7.10 Quorum; Votes for Board Actions. A majority of the members of the Board, or their alternates, shall constitute a quorum for the transaction of business, except that less than a quorum of the Board may adjourn a meeting for lack of quorum. Except as provided in Section 14 or where a larger affirmative vote is required by law, any action of the Board shall require an affirmative vote of a majority of the Directors present at a meeting, provided that a quorum of the Board is present.

7.11 Approval of Annual Budget. The JPA's fiscal year shall begin July 1 of each calendar year, and it shall end on June 30 of the next calendar year; provided, however, that the JPA's first fiscal year shall begin the date this Agreement becomes effective, and it shall end on the June 30 occurring thereafter. In each fiscal year after the first fiscal year, prior to April 1 of each year, the Manager shall prepare and present a proposed budget for the following fiscal year to the Board for its review and consideration; and prior to July 1 of each year, the Board shall consider approving the final budget for the following fiscal year.

7.12 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the JPA.

7.13 Conflicts of Interest.

a. California Political Reform Act. Board members shall be considered "public officials" within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act.

b. Levine Act. Board members are "officials" within the meaning of California Government Code Section 84308 (the "Levine Act") and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

8. POWERS AND DUTIES OF GOVERNING BOARD

8.1 Powers and Duties. In addition to exercising the powers and obligations of the JPA set forth in Section 6, or as otherwise provided by law, the JPA Board of Directors shall have the following powers:

a. Perform the activities described in Section 8.2 with respect to the community facilities district described therein;

b. Perform activities necessary and convenient to assist Member Agencies comply with the Municipal Regional Permit and to implement the RAC System, including filing required documentation with the San Francisco Regional Water Quality Control Board;

c. Review and recommend an annual budget to the Member Agencies, which shall include the proposed contribution from each Member Agency;

d. Make and enter into contracts or sub-contracts, and authorize by resolution officers or agents to execute such contracts;

- e. Incur debt, liabilities and obligations on behalf of the JPA as authorized by law;
- f. Invest JPA funds pursuant to an investment policy of the JPA adopted by the Board of Directors;
- g. Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;
- h. Coordinate JPA activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;
- i. Appoint a Legal Advisor for the JPA;
- j. Appoint, suspend and or terminate the Manager or enter into and terminate agreements for Management Services;
- k. Appoint a Secretary;
- l. Adopt, and amend from time to time, bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the JPA consistent with this Agreement; and
- m. Adopt, and amend from time to time, a conflict of interest code.

8.2 Community Facilities District. The Board of Directors will consider forming one or more community facilities districts (each, a “CFD”) in accordance with the Mello-Roos Act to finance maintenance of Off-Site GSI Projects. If a CFD is formed by the Board, the following will apply:

- a. The CFD will levy special taxes on development sites owned by private buyers to finance maintenance of Off-Site GSI Projects. Off-Site GSI Projects may be publicly-owned or privately-owned. The JPA is authorized and empowered to enter into agreements with owners of Off-Site GSI Projects to provide for CFD funding of maintenance.
- b. The CFD will initially be formed to include (i) original CFD boundaries that consist of a single property within the jurisdiction of one of the Member Agencies, and (ii) a future annexation area that includes the remaining territory of the initial Member Agencies. As a result of such agencies executing this Agreement, no further approval shall be required from such Member Agencies for the Board of Directors to include such Member Agencies’ territory in the original CFD boundaries or the CFD’s future annexation area or to annex properties in such Member Agencies’ territory to a CFD.
- c. As additional public agencies join the CFD, the Board of Directors will consider adding such agencies’ territory to the CFD’s future annexation area. As a result of such agencies executing this Agreement, no further approval shall be required from such agencies for the Board of Directors to add such agencies’ territory to the CFD’s future annexation area or to annex properties in such Member Agencies’ territory to a CFD.

d. Each Member Agency shall approve this Agreement by adopting a resolution in the form determined by the JPA. The terms and provisions of such resolution along with this Agreement shall constitute a joint exercise of powers agreement as defined in Section 53316.2 of the Mello-Roos Act between the JPA and a Member Agency.

e. The Board of Directors will be responsible for considering the levy of special taxes to fund maintenance of Off-Site GSI Projects and administering the CFD. The Board of Directors may engage necessary consultants to assist with the formation and administration of a CFD.

f. The Board of Directors shall be responsible for preparing and approving all reports and notices required by the Mello-Roos Act. The Board of Directors may delegate to the Manager, or contract with another person or entity, the preparation of reports and notices required by the Mello-Roos Act, provided that the Board of Directors retains discretion to approve the reports and notices prior to submission, circulation, or publication.

9. OPERATIONS AND FACILITIES

9.1 Principal Office. The principal physical office of the JPA shall be established by Board resolution at one of the Member Agencies' offices or at another suitable location within a Member Agency's jurisdiction.

9.2 Assumption of Responsibilities by the JPA. As soon as practicable after the Effective Date of this Agreement, a notice of an organizational meeting of the Board shall be published. During the first meeting, the Board shall designate a Manager, or engage a contractor to perform Management Services, who shall have the authority described in Section 11 and as otherwise delegated by the Board.

9.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. The JPA shall establish procedures by which it may receive the transfer of records, accounts, funds or property from Member Agencies or other entities.

10. NO EMPLOYEES

10.1 The JPA shall not hire employees or retain consultants that could otherwise be classified as common law employees.

11. MANAGER OF THE JPA

11.1 Powers and Duties. The Manager contracted by the Agency may be a staff person of one of the Member Agencies, a consultant, an independent contractor, or an employee of another entity who can perform the responsibilities and duties described in this section JPA, as determined by the Board in its sole discretion. The Manager shall have the following powers, responsibilities and duties:

a. Plan, coordinate and supervise the operation of the JPA on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively;

- b. Make recommendations to the Board regarding the operations of the JPA and, if formed, the CFD;
- c. Supervise and manage JPA contractors;
- d. Establish administrative policies and procedures for the JPA consistent with and in order to implement directives from the Board;
- e. Prepare the annual budget for submission to the Board;
- f. Support compliance activities for the Member Agencies' compliance with the Municipal Regional Permit through the RAC System; and
- g. Such other powers and authority delegated by the Board.

12. TREASURER AND AUDITOR

12.1 The Board shall appoint one of its officers to be the Auditor of the JPA. The Auditor shall draw warrants or check-warrants against funds of the JPA held by the Treasurer when the demands are approved by the Board of Directors or other person designated for that purpose and delegated that authority. The Board may transfer the responsibilities of Auditor to any person or entity authorized by Government Code Sections 6505.5 or 6505.6.

12.2 The Treasurer of the JPA shall be a certified public accountant. The Treasurer shall receive, have custody of, and disburse all monies of the JPA. The Board may transfer the responsibilities of Treasurer to any person or entity authorized by Government Code Sections 6505.5 or 6505.6.

13. INSURANCE AND LIABILITY

13.1 Insurance Coverage. The JPA shall be responsible for obtaining insurance coverage for its activities, as the Board deems appropriate.

13.2 Limitation on Liability. No debt, liability, or obligation of the JPA shall constitute a debt, liability, or obligation of any Member Agency. Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.

14. ADDITION OF MEMBER AGENCIES

The addition of any other agency as a Member Agency to the JPA shall require the approval of three-quarters of the entire Board. Upon approval by the Board, the new Member Agency shall execute a copy of this Agreement and return it to the JPA to be appended to the official version of this Agreement. Recognizing the effort of the original Member Agencies to establish the JPA, the Board may require a financial contribution to become a member of the JPA.

15. MAINTENANCE AND OPERATION COSTS: COST ALLOCATION

15.1 Records and Accounts. The JPA shall cause to be kept accurate and correct books of account, showing capital costs (if any), and maintenance and operation costs of the JPA. The aforementioned described books and records shall be open to inspection at all times during normal business hours by Member Agencies. The Treasurer shall cause all financial records of the JPA to be audited by an independent public accountant or certified public accountant at least once a fiscal year and a copy of the audit to be delivered promptly to each Member Agency.

15.2 Allocation of Operating Expenses. Unless changed by mutual agreement of the Member Agencies, the operating costs and expenses in the budget shall be shared equally by the Member Agencies. Notwithstanding the foregoing, any remaining operating costs and expenses associated with the operation and maintenance of the Off-Site GSI Projects and the administration of the CFD, which are not fully paid for by special taxes collected by the CFD, shall be apportioned to the Member Agencies based upon the maximum special taxes levied in each Member Agency's jurisdiction.

16. WITHDRAWAL OF A MEMBER AGENCY FROM THE JOINT POWERS AUTHORITY

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the Manager and Chair no later than 5:00 p.m. of the December 31st immediately preceding the commencement of the following fiscal year (July 1 - June 30). The Member Agency's withdrawal shall be effective at 11:59 p.m. on June 30th of the fiscal year in which the notice of intention was received. Withdrawal shall not relieve the Member Agency from any financial commitments associated with projects or programs that the withdrawing Member agreed to participate in prior to the effective date of the withdrawal. The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain parties to the Agreement.

Withdrawal by a Member Agency shall not have any effect on the obligation to pay special taxes of any property in the jurisdiction of such Member Agency that has annexed into a CFD.

17. DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

No Member Agency, by withdrawing, shall, except as may be agreed to by the Board, be entitled to payment or return of funds paid or property donated, if any, by the withdrawing Member Agency to the JPA or to any distribution of its assets.

18. TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS

This Agreement may be terminated and the JPA dissolved upon the consent of all Member Agencies then party to the JPA. Upon termination of this Agreement and dissolution of the JPA, JPA funds shall first be used to pay expenses, debts, liabilities and obligations of the JPA; and any remaining JPA funds shall be distributed to the Member Agencies in proportion to contributions made by the Member Agencies. The Board shall reasonably value any remaining property in accordance with generally accepted accounting principles. This JPA shall not dissolve as long as there are properties within the boundaries of a CFD that are obligated to pay

special taxes to maintain Off-Site GSI Projects unless the authority for governance of the CFD has been transferred by the JPA to another jurisdiction in accordance with the Mello-Roos Act.

19. CAPITAL ASSETS

Capital assets of Member Agencies may be transferred to the JPA according to the disposition rules of the Member Agencies.

20. CONTRIBUTIONS AND ADVANCES

Pursuant to Government Code Section 6504, the Member Agencies may in their discretion make financial contributions, loans or advances to the JPA for the purposes of the JPA set forth in this Agreement. The repayment of such contribution, loans or advances will be on the written terms agreed to by the Member Agency making the contribution, loan or advance and the JPA.

21. LIMITATIONS ON POWERS

As required by Government Code Section 6509, the power of the JPA is subject to the restrictions upon the manner of exercising power possessed by the City of San Pablo.

22. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the governing bodies of all Member Agencies, provided, however, that no such amendment shall be entered into if the amendment would conflict with the provisions of any bonds (as defined in Government Code section 6585(c)), indenture, trust agreement, contract or other agreement securing or relating to any outstanding bonds of the JPA issued pursuant to state or federal laws.

23. NOTICE

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the JPA, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

24. SEVERABILITY

If a provision of the Agreement is found to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected.

25. SUCCESSORS

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

26. ASSIGNMENT AND DELEGATION

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies.

27. COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts.

28. DISPUTE RESOLUTION.

The Member Agencies and the JPA shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt in good faith to reach a resolution with the assistance of a mutually acceptable mediator. In the event that mediation does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Member Agency and the JPA may pursue any remedies provided by law.

29. INTEGRATION

This Agreement represents the full and entire Agreement among the Members.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Joint Powers Authority set forth above.

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

[PARTY]

By: _____

Name: _____

Title: _____

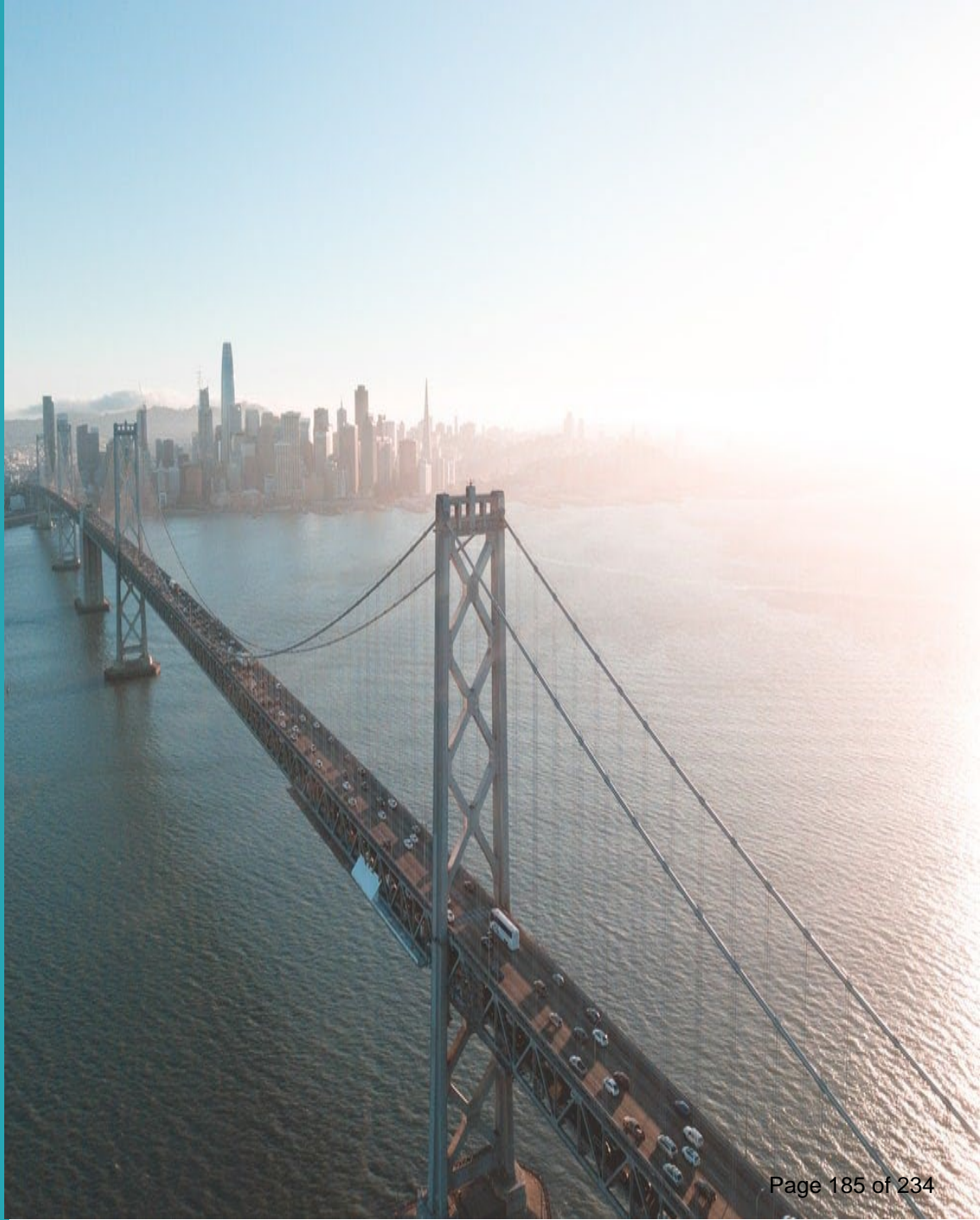
Date: _____

Party: _____



Contra Costa County Regional Alternative Compliance System Overview

Introduction



What Are the Challenges with the Existing System?



- The Municipal Regional Stormwater Permit (MRP) Provision C.3 requires low impact development (LID)/green stormwater infrastructure (GSI) to be implemented:
 - On new development and redevelopment projects
 - To retrofit a proportion of permittee impervious surfaces (C.3.j)

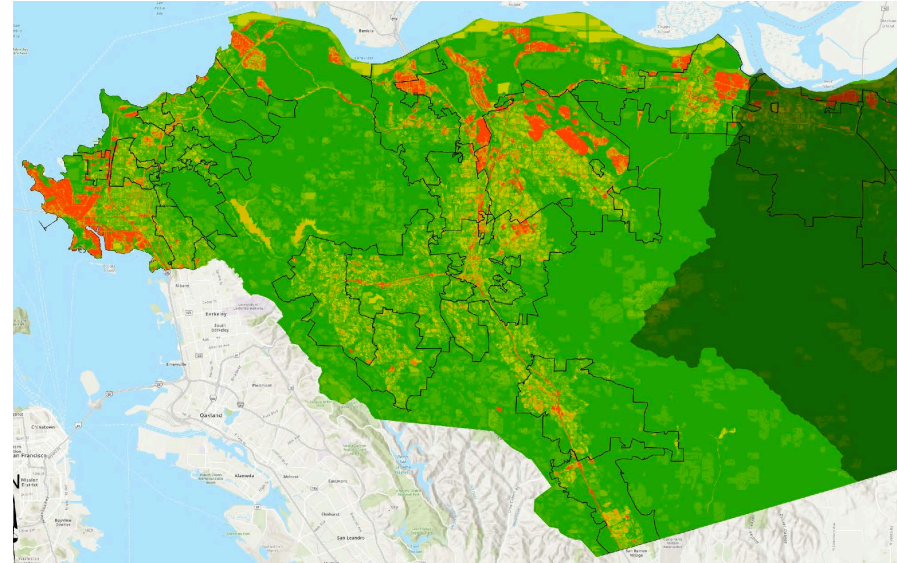


What Are the Challenges with the Existing System?



Challenges:

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



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, Phase II permittees, etc.)
- The RAC System allows for investment in regional GSI projects that:
 - Are cheaper to implement and maintain per acre treated
 - Can be located to target legacy pollution in the County
 - Could provide additional multiple benefits

AND

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

RAC System Development Process



What is the Legal Basis for Alternative Compliance?



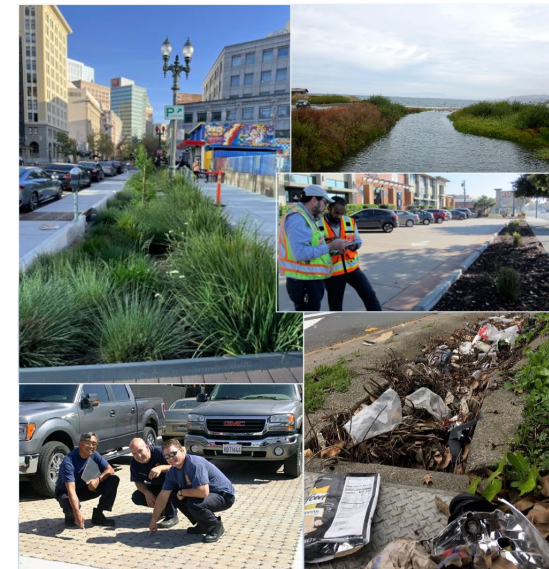
- Alternative compliance systems are legally enabled through existing rules, guidance, and plans
- Contra Costa County (CCC) RAC System was developed in input from:
 - CCC Permittees
 - Advisory Committee made from nine SF Bay Area Counties + Caltrans + Port of Oakland
 - Water Quality Control Board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



- The Water Board has approved the Contra Costa County RAC System under the current MRP Provision C.3.e “alternative compliance”
- RAC System reporting will be delivered to Water Board at a specified frequency each permit term

California Regional Water Quality Control Board
San Francisco Bay Region
Municipal Regional Stormwater NPDES Permit

Order No. R2-2022-0018
NPDES Permit No. CAS612008
May 11, 2022

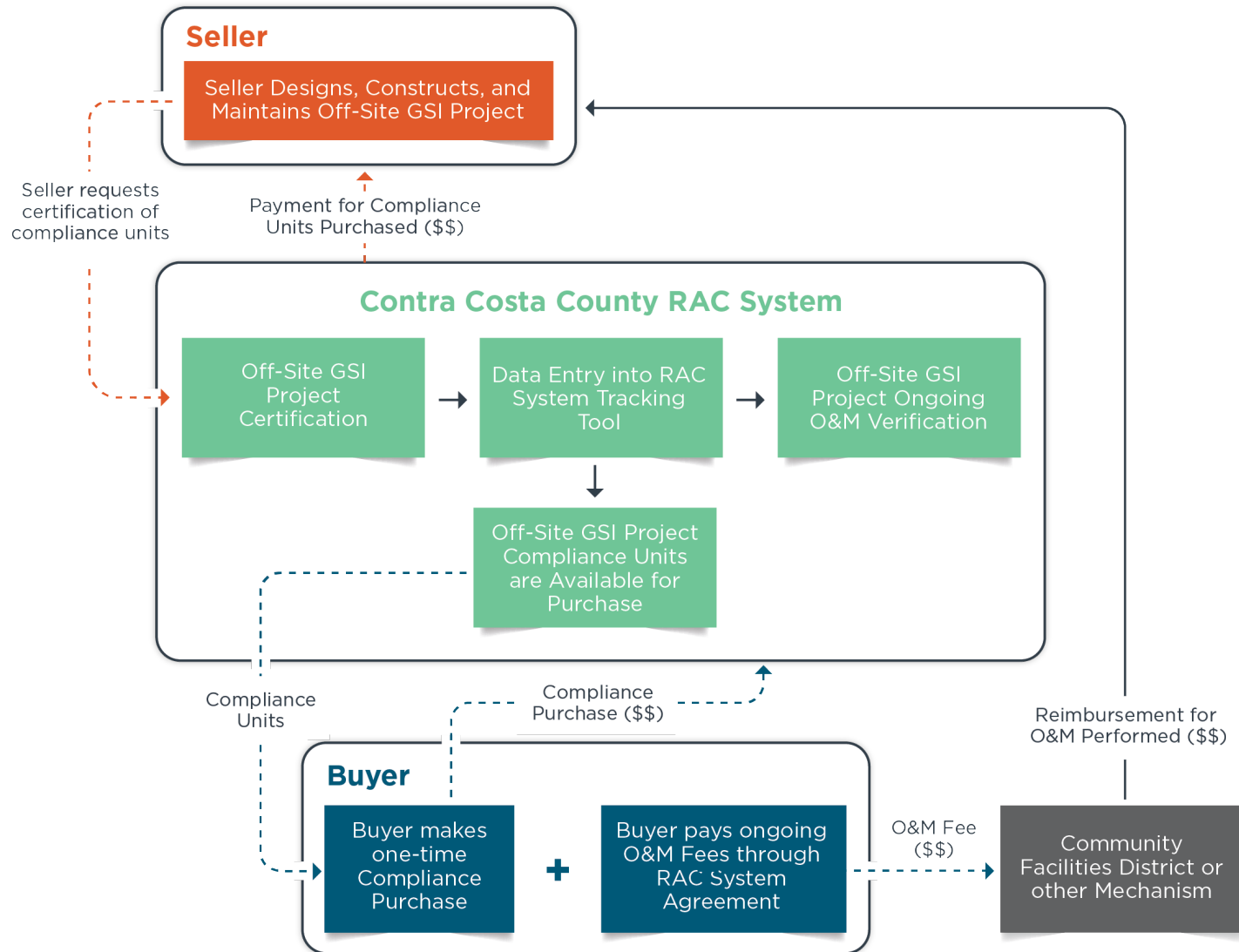


RAC System Implementation Process

System Overview and
Participant Roles



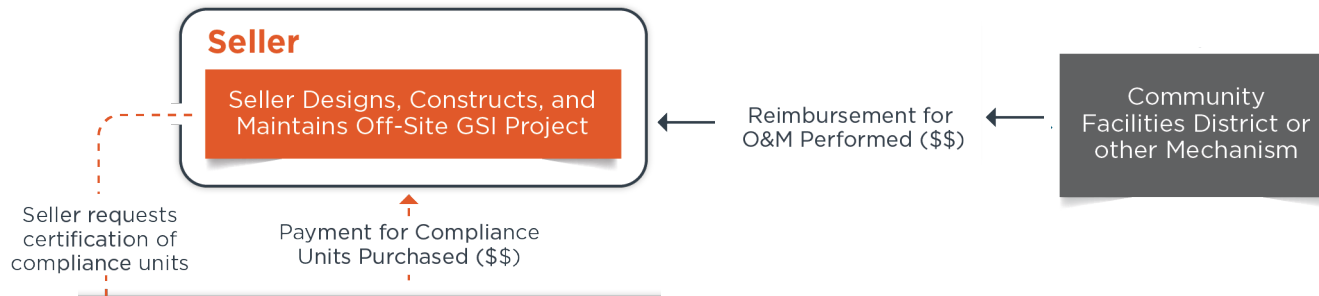
Contra Costa County RAC System



RAC System Participants - Sellers



- Design, construct, and maintain Off-Site GSI projects
- Request certification of compliance units by the RAC System
- Receive payment once compliance units are sold
- Receive reimbursement for O&M performed
- May include:
 - MRP Permittees
 - Contractors/Developers
 - Community Based Public-Private Partnerships (CBP3)



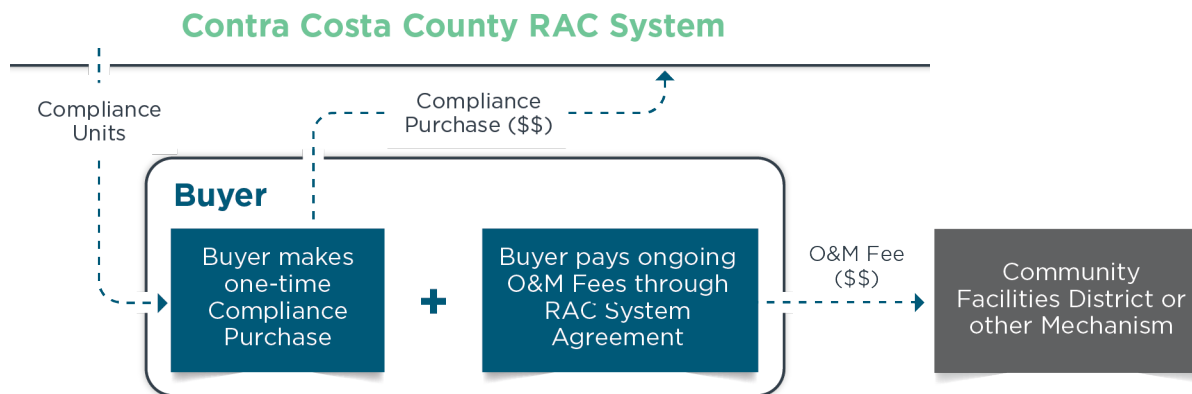
Contra Costa County RAC System



RAC System Participants - Buyers



- Purchase compliance units for their compliance purposes
- Pay an ongoing O&M Fee
- May include:
 - Developers
 - MRP Permittees
 - Other parties subject to NPDES Permits (Caltrans, Phase II permittees, etc.)



RAC System Participants – Jurisdictions/Permittees (Facilitator)

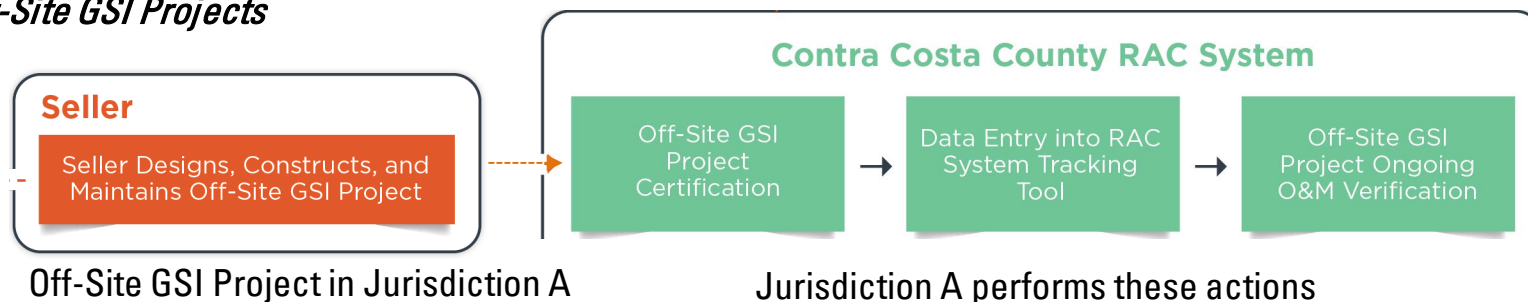


- ❖ Approve use of RAC System (i.e., City Council resolution)
- ❖ Update Stormwater Ordinance to include RAC system

For Off-Site Projects in their boundary:

- Assist with Off-Site GSI Project Certification
- Enter data into RAC System Tracking Tool
- Perform On-Going GSI Project Verification
- Receive payment for these duties

Off-Site GSI Projects

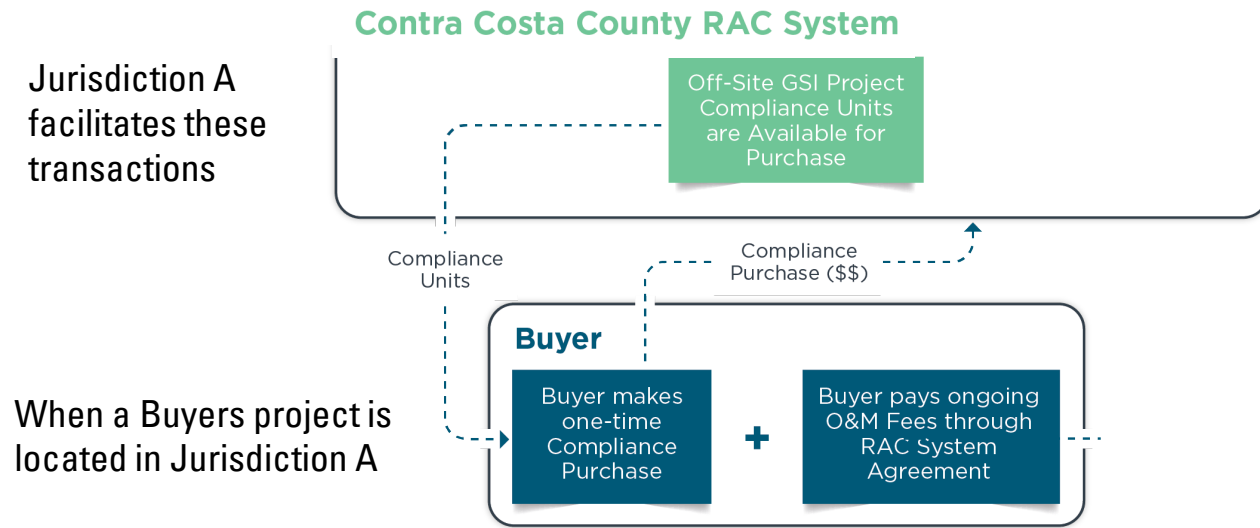


RAC System Participants – Jurisdictions/Permittees (Facilitator)



For Buyers:

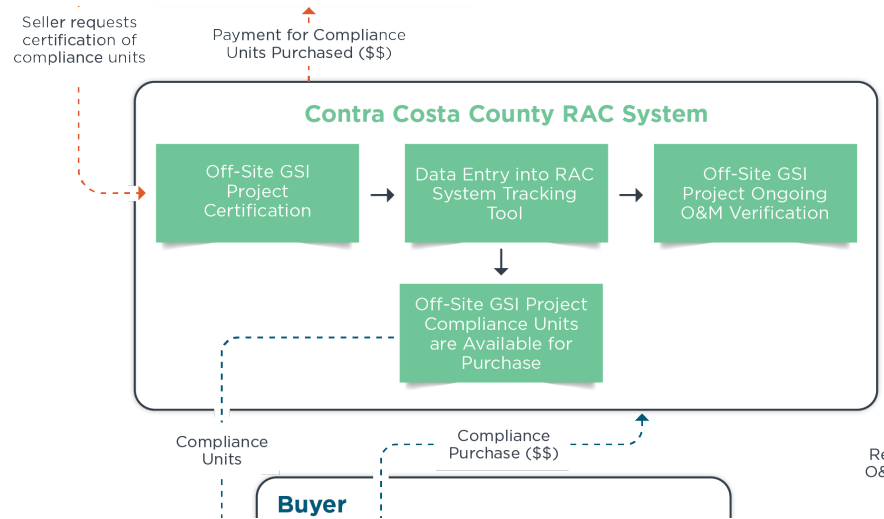
- Approve use of RAC System by Buyer
- Help identify Compliance Units available for private Buyers
- Facilitate Compliance Purchase, Agreements, and Ongoing O&M Fee for these private Buyers
- Receive payment for these RAC System duties



RAC System Participants - Administrator



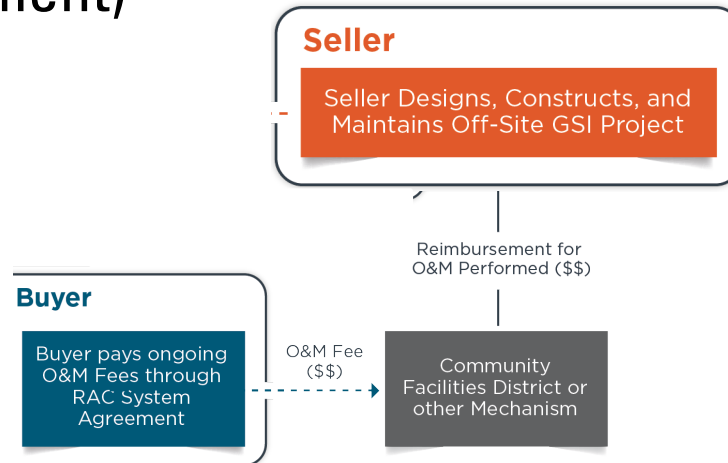
- Provides oversight for RAC System actions/transactions
- Oversight of the RAC System fund
- Manages Tracking Tool
- Manages annual reporting to Water Board
- Performs adaptive management of RAC System
- Receives administrative payments to cover these duties



RAC System Participants – Community Facilities District*

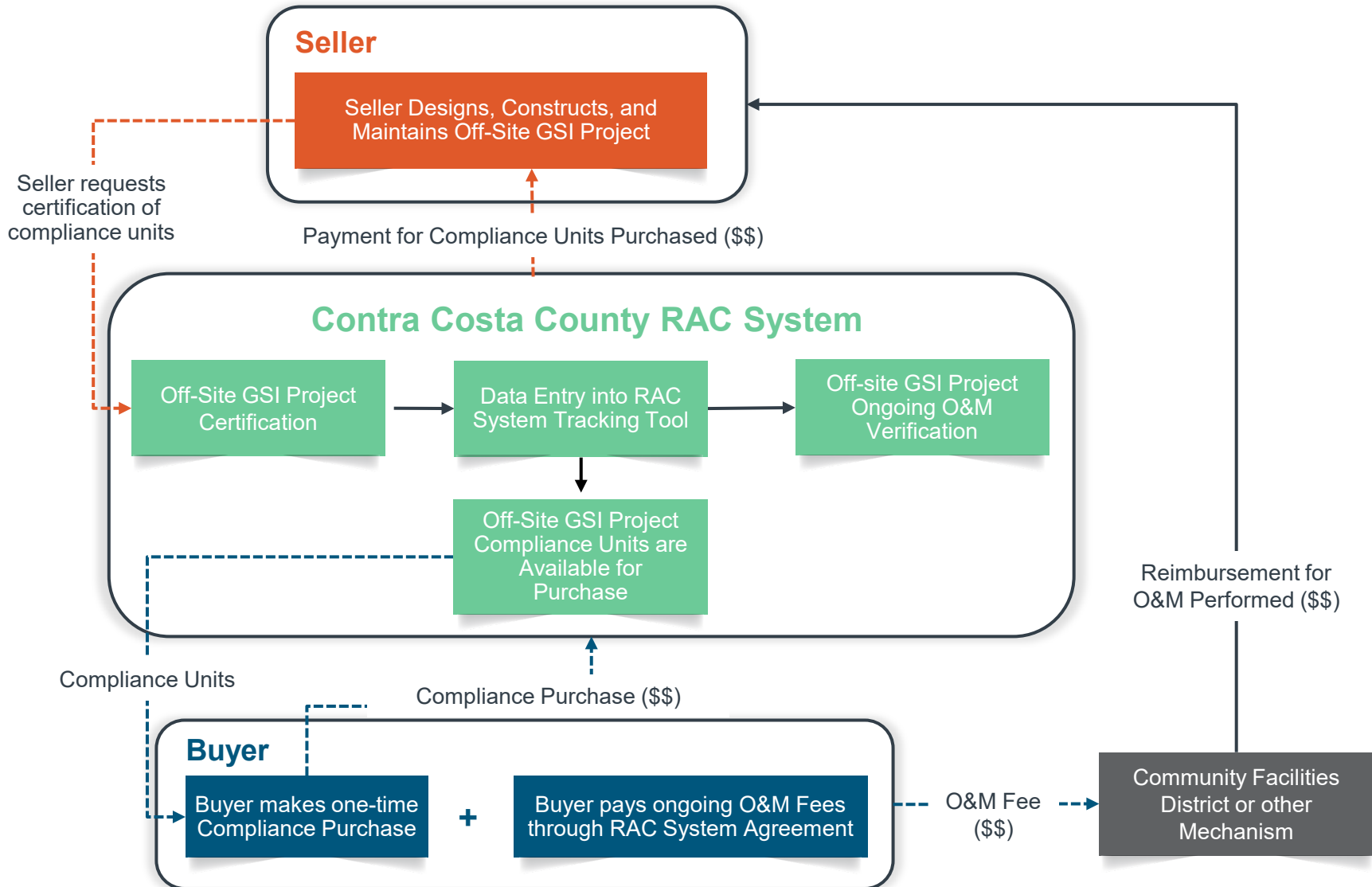


- Collects ongoing O&M Fees from Buyers
- Manages O&M Fund
- Disburses payments for O&M performed on Off-Site GSI Projects
- CFD may not apply to permittee when acting as Buyers (would use agreement)



* Or Equivalent Mechanism

Public Agency to Developer Exchange



RAC System Implementation Process

Compliance Units Costs



- Buyer purchases Equivalent Acres Greened compliance units proportional to their compliance needs

Purchase_{compliance}

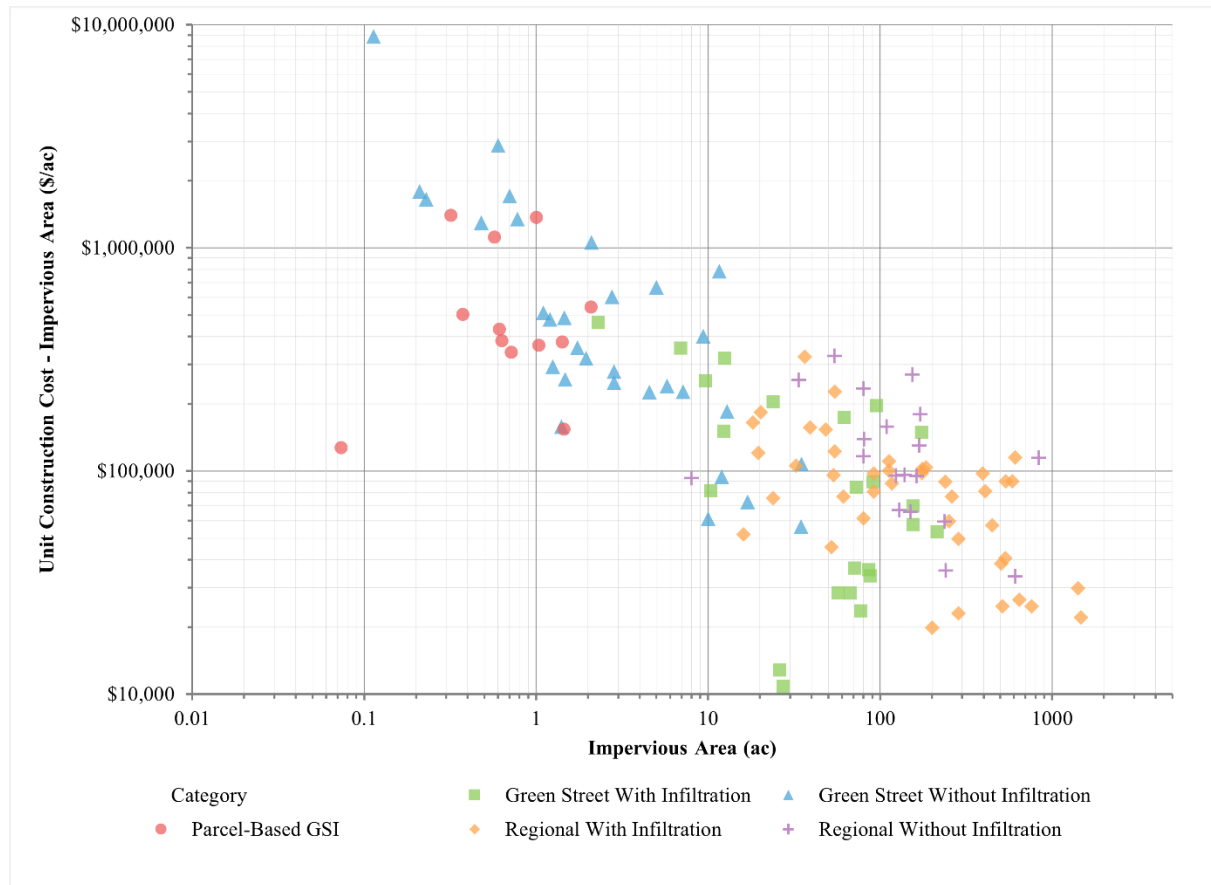
$$= (Equivalent\ Acres\ Greened \times NEB\ Ratio) \times Cost_{EAG} + Payment_{Administrative}$$

- The compliance purchase amount is determined by:
 - The cost per equivalent acre greened for the units purchased
 - An administrative payment

Equivalent Acres Greened Cost Basis: Capital Cost



- How much do we expect compliance units to cost?



Equivalent Acres Greened Cost Basis: Capital Cost



- How much do we expect Equivalent Acres Greened compliance units to cost? Based on a cost study, not including administrative fees, for non-infiltrating facilities:
 - Regional Off-Site GSI Projects - estimated **\$120,000** per compliance unit
 - Regional Off-Site GSI Projects (for drainage area less than 100 acres): **\$235,000** per compliance unit
 - Green Street/LID Off-Site GSI Projects - estimated **\$460,000 - \$500,000+** per compliance unit
- A cost study will determine the administrative fees
 - These are expected to be \$2,000 - \$6,000 per project and may vary by jurisdiction. These are preliminary estimates that need to be verified.

Equivalent Acres Greened Cost Basis: Ongoing O&M Fee



- The Rate & Method Apportionment (RMA) would determine the ongoing O&M fee amount.
 - Based on the estimated O&M cost for the units purchased
 - O&M costs would be collected via property taxes process for private properties
 - O&M costs would be collected by agreement for permittees

Next Steps for Implementation



Contra Costa County RAC System Roll-Out



Phase 1: Initial pilot exchange within Contra Costa County
2024

Phase 2: 3-year initial roll-out across Contra Costa County
2026 - 2029

Phase 3+: Fully operational
2029/2030+



RAC System Implementation Process

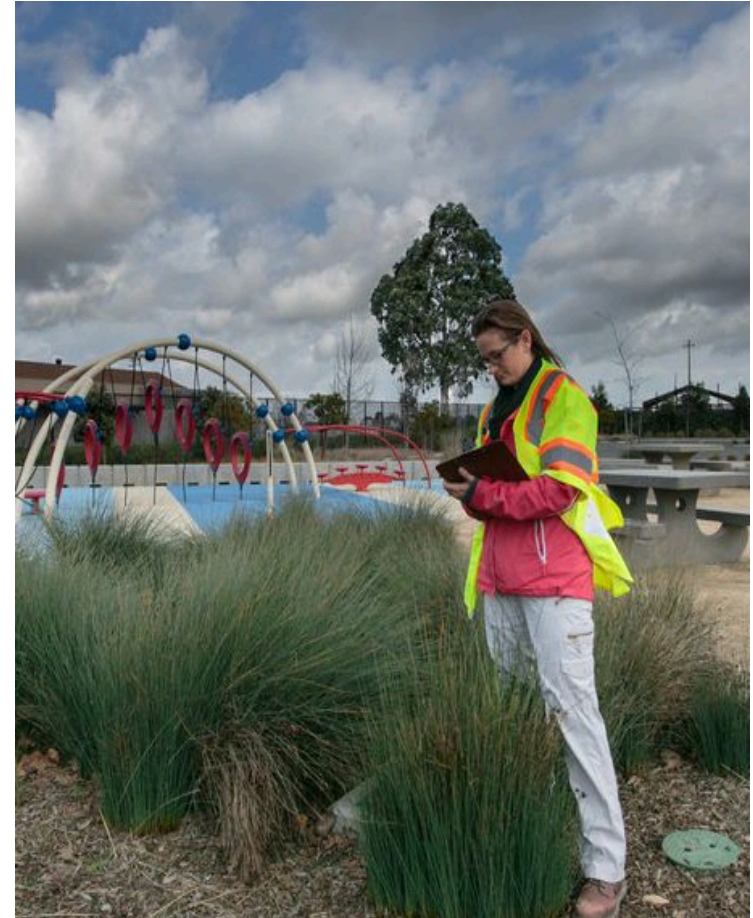
Off-Site GSI Project
Verification &
Buyer Approval



- Off-Site GSI Project design and installation must be “certified” through inspection by local jurisdiction using current certification practices
- Off-Site GSI Projects generate compliance units based on the area treated by the Off-Site GSI Project
 - Must be “GSI” per the MRP (infiltration, capture and use, or bioretention)
 - Must meet MRP Provision C.3.d (i.e., 80% capture)



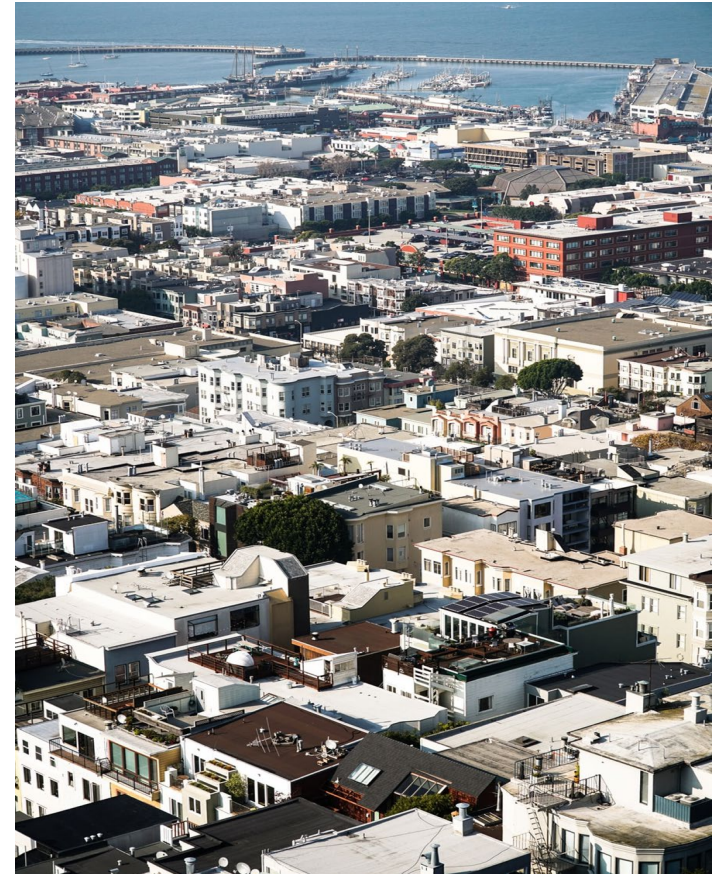
- Off-Site GSI Project must undergo ongoing recurring verification to confirm it is performing as expected over time
 - Local jurisdiction would perform verification using current verification practices
 - Local jurisdiction would receive payment for these actions



Buyer Project Approval



- Developers/C.3 Regulated Projects that want to purchase compliance units will need to get approval from the relevant jurisdiction
 - This will be done through the development approval process
- Developers can use the system to address compliance for small portions of a C.3 regulated project



RAC System Implementation Process

Ongoing O&M



- A RAC JPA will adopt a CFD
 - Resolution of Intention
 - Public Hearing Process
- Election: Each property that will use the RAC System for compliance will be required to “elect” to be part of the CFD
- Special tax is levied by ordinance adoption by the relevant legislative body

- Roles and responsibilities for O&M
 - Off-Site facilities will be required to maintain their facility in accordance with the Site's O&M Agreement
 - Off-Site facilities will be inspected to verify O&M compliance
- Funding
 - Once a facility is confirmed to meet their O&M requirement the Off-Site facility will submit O&M certification to RAC System
 - The O&M payment will be issued to the Off-Site facility

RAC System Implementation Process

Compliance Unit
Calculation

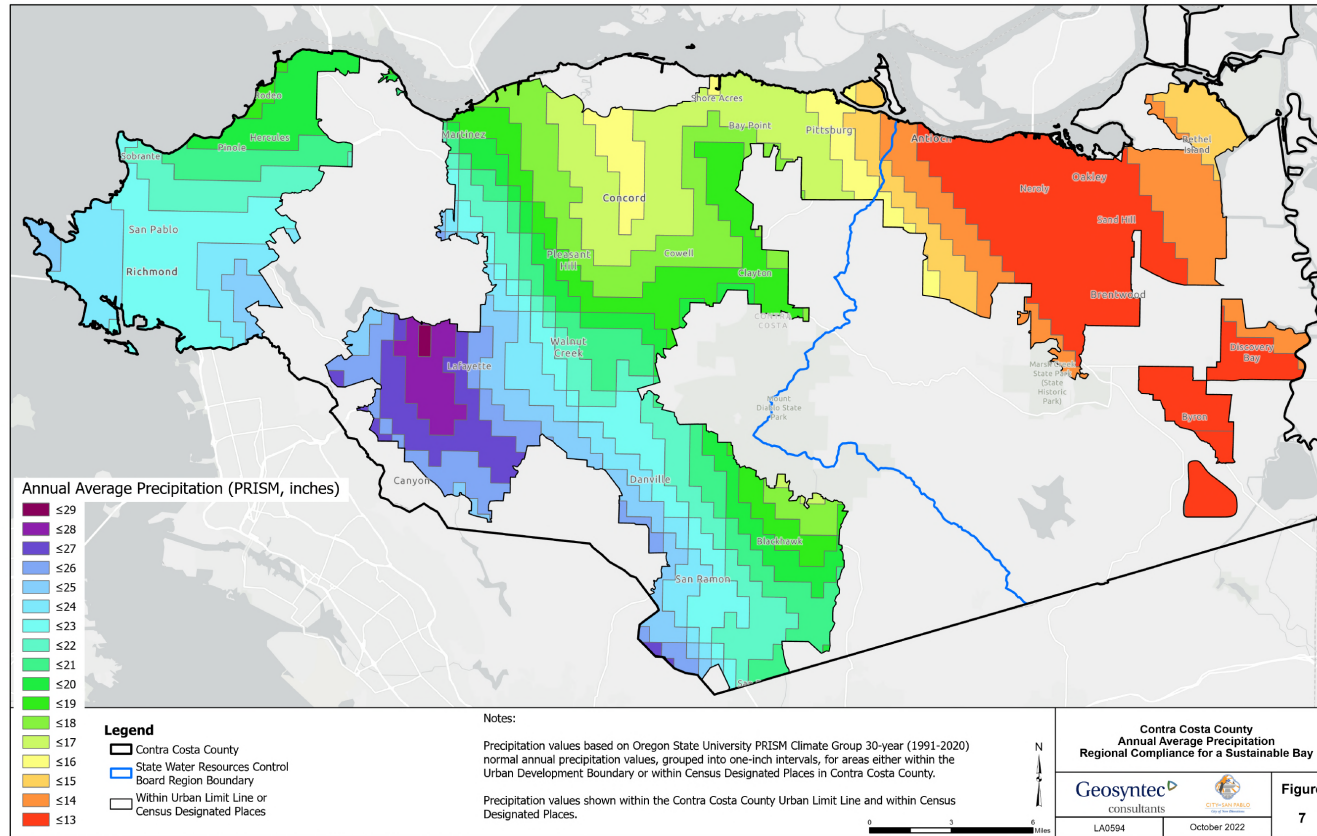


- “Equivalent Acres Greened” compliance units
 - Calculated based on pollutant generating **area**
 - 100% impervious + 10% pervious area
 - Rainfall zone and land use associated with each unit
- For MRP C.3 Regulated Projects:
 - To meet “equivalency” and “Net Environmental Benefit” requirements of Provision C.3.e., there are three additional factors used to calculate total “Equivalent Acres Greened”
 1. Rainfall Ratio
 2. Pollutant Ratio
 3. Net Environmental Benefit (NEB) Ratio
 - These factors not required for permittee C.3.j retrofit compliance units

Compliance Unit Generation: Rainfall Zone



- Used PRISM data to map the County's Rainfall Zones
- Maps and tables were developed to represent the Rainfall Zones and calculate Rainfall Ratios



Compliance Unit Generation: Rainfall Zone



Exchange Ratio Matrix		Equivalent Acres Greened Annual Average Rainfall Zone ¹ (inches)																				
		≤13	≤14	≤15	≤16	≤17	≤18	≤19	≤20	≤21	≤22	≤23	≤24	≤25	≤26	≤27	≤28	≤29	≤30	≤31	≤32	≤33
Regulated Project Annual Average Rainfall Zone (inches)	≤13	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤14	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤15	1.2	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤16	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤17	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤18	1.4	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤19	1.5	1.4	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤20	1.5	1.4	1.3	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤21	1.6	1.5	1.4	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤22	1.7	1.6	1.5	1.4	1.3	1.2	1.2	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤23	1.8	1.6	1.5	1.4	1.4	1.3	1.2	1.2	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤24	1.8	1.7	1.6	1.5	1.4	1.3	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤25	1.9	1.8	1.7	1.6	1.5	1.4	1.3	1.3	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤26	2.0	1.9	1.7	1.6	1.5	1.4	1.4	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤27	2.1	1.9	1.8	1.7	1.6	1.5	1.4	1.4	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤28	2.2	2.0	1.9	1.8	1.6	1.6	1.5	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	≤29	2.2	2.1	1.9	1.8	1.7	1.6	1.5	1.5	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0	1.0
	≤30	2.3	2.1	2.0	1.9	1.8	1.7	1.6	1.5	1.4	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	1.0	1.0
	≤31	2.4	2.2	2.1	1.9	1.8	1.7	1.6	1.6	1.5	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.1	1.0	1.0	1.0	1.0
	≤32	2.5	2.3	2.1	2.0	1.9	1.8	1.7	1.6	1.5	1.5	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.1	1.0	1.0	1.0
≤33	2.5	2.4	2.2	2.1	1.9	1.8	1.7	1.7	1.6	1.5	1.4	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.1	1.0	1.0	



Compliance Unit Generation: Land Use Area



- Extensive analysis completed to develop ratios to represent the difference in urban pollutant loading between land uses

Exchange Ratio Matrix		Off-Site Project Land Use Category			
		Residential, Commercial, or Institutional ¹	Transportation ²	New Industrial	Old Industrial and Source Areas
Regulated Project Land Use Category	Residential, Commercial, or Institutional ¹	1.0	1.0	1.0	1.0 ³
	Transportation ²	1.3	1.0	1.0	1.0 ³
	Industrial	1.8	1.4	1.0	1.0 ³

¹ Includes adjacent collector and local roadways.

² Transportation includes interstate highways, freeways, multilane highways, and principal arterials.

³ Net environmental benefit discount applied to purchase, see RAC System Summary Report, section 4.3.

Compliance Unit Generation: Net Environmental Benefit



- The CCC RAC System has defined the standard Regulated Project NEB as a ratio of **1.1:1** (i.e., requiring purchase of 10% additional Equivalent Acres Greened)

Project Type	Compliance Unit Land Use	NEB Ratio
C.3.d Regulated Project	Residential, Commercial, Institutional or Transportation	Standard - 1.1:1
C.3.d Regulated Project	Old Industrial	Discounted - 1:1
C.3.j Retrofit Requirement	<i>N/A</i>	<i>NEB not required</i>

- Detailed calculations on the compliance unit are provided in the System Summary Report
- Equivalent Acres Greened generated for Off-site GSI Projects and required purchase amount for Regulated Projects will be calculated through the RAC System Tracking Tool

RAC System Tracking Tool



Overview of Tracking Tool



- Tracks compliance units generated and certified
- Tracks seller and buyer information
- Tracks exchanges, including number of compliance units purchased and total purchase amount
- Includes a ledger to track the compliance units sold and available for sale for each Off-Site GSI project
- Tracks O&M performed and reimbursements for O&M
- Tracks ongoing verification of compliance units
- Acts as a repository for documentation for all of the above



CONTRA COSTA
CLEAN WATER
PROGRAM



Thank You!



KIESER & ASSOCIATES
ENVIRONMENTAL SCIENCE & ENGINEERING



Geosyntec

CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE SYSTEM PUBLIC FACT SHEET



PROJECT BACKGROUND

The Cities of San Pablo, and Walnut Creek, and unincorporated Contra Costa County have partnered with USEPA through a San Francisco Bay Water Quality Improvement Fund grant to develop and pilot a Regional Alternative Compliance (RAC) System within Contra Costa County (the “Contra Costa County RAC System”). Entities in Contra Costa County must comply with the substantial post-construction stormwater treatment (i.e., Provision C.3) requirements of the San Francisco Bay Region Municipal Regional Stormwater Permit (MRP). Alternative Compliance Systems have been used in other areas of the United States to help municipalities, developers, and industry meet rigorous stormwater compliance requirements. The Water Board and legal reviewers were involved in developing the Contra Costa County RAC System.

WHAT IS THE CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE (RAC) SYSTEM?

The Contra Costa County RAC System is a program designed to provide a flexible, cost-effective, and scientifically defensible MRP C.3 compliance option to implement required post-construction stormwater treatment off-site.

HOW DOES THE CONTRA COSTA COUNTY RAC SYSTEM WORK?

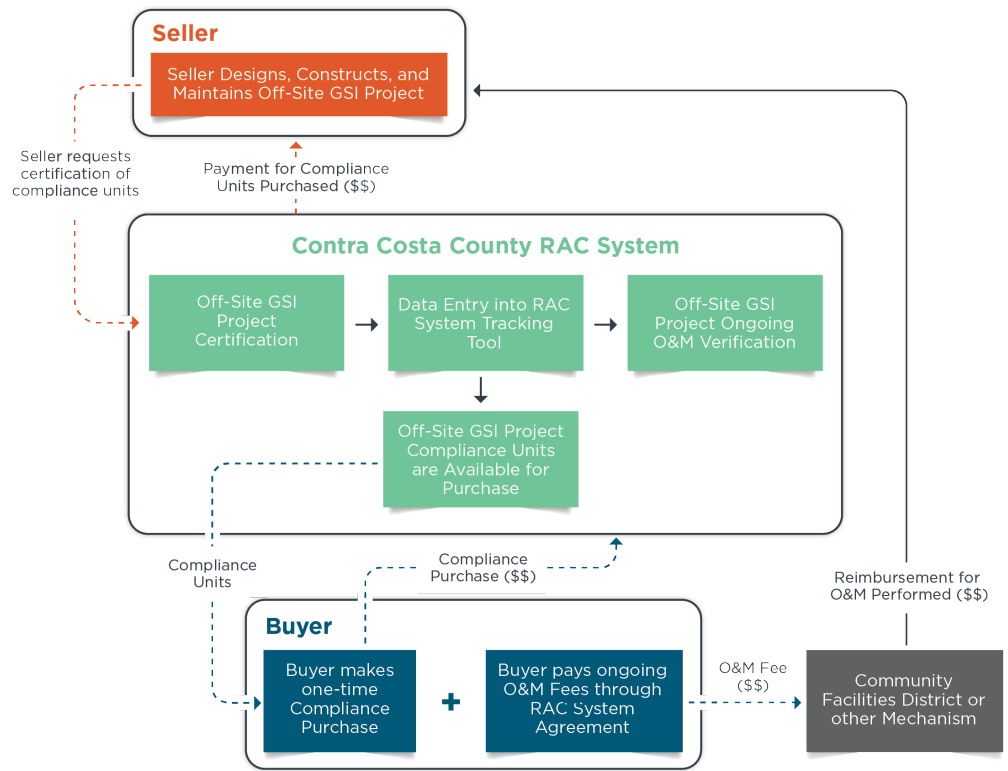
The Contra Costa County RAC System allows green stormwater infrastructure (GSI) treatment facilities or “Off-Site GSI Projects” to be constructed within the County to generate “compliance units” that can be exchanged through the System. Compliance units can be sold to an interested party (i.e., a developer or municipality) in need of off-site stormwater treatment for MRP compliance.

WHAT DOES IT MEAN TO BE A “SELLER”?

A seller would design and construct the Off-Site GSI Projects that generate Contra Costa County RAC System compliance units. Off-Site GSI Projects require certification through the Contra Costa County RAC System before compliance units can be sold.

WHAT DOES IT MEAN TO BE A “BUYER”?

A buyer would pay for Contra Costa County RAC System compliance units to satisfy their project’s stormwater compliance needs by completing a “compliance purchase”. Buyers would pay an additional annual fee to cover the ongoing operations and maintenance (O&M) of the Off-Site GSI Projects that generate compliance units.



CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE SYSTEM PUBLIC FACT SHEET



More Details on Off-Site GSI Projects:

Off-Site GSI Projects must be non-regulated, that is, not required as part of any development project or “Regulated Project” as defined by the MRP.

The compliance units generated by an Off-Site GSI Project are calculated based on the acres and land use that it treats.

Off-Site GSI Projects require ongoing verification, consistent with processes used for existing GSI facilities, and are eligible to receive annual operation and maintenance payments so they are properly maintained.

The Contra Costa County RAC System provides equivalency calculations, template agreements, and an online RAC System Tracking Tool to help interested parties determine their treatment requirements and complete transactions through the buying and selling of compliance units.

WHY IS THIS IMPORTANT? WHAT IS THE BENEFIT OF A RAC SYSTEM?

The Contra Costa County RAC System provides an opportunity for the strategic development, siting, and funding of larger regional stormwater treatment facilities (regional Off-Site GSI Projects) in areas with greater legacy pollutant concerns. Regional stormwater treatment facilities are sited and designed to treat large drainage areas ranging from tens to hundreds of acres. The Contra Costa County RAC System is also expected to achieve cost savings for participants as larger stormwater treatment facilities typically have reduced capital and O&M costs per treated acre.

WHO MIGHT BE INTERESTED IN PARTICIPATING?



Developers - Some development and redevelopment sites may have constraints (size, steep grades, etc.) that make it difficult to build on-site stormwater treatment. When a project has difficulty building MRP-required stormwater treatment on-site, it can use the Contra Costa County RAC System to comply with the MRP.



Municipalities - Municipalities may purchase compliance units to comply with MRP Provision C.3.j impervious surface retrofit requirements. Additionally, municipalities with Regulated Projects such as large road reconstruction projects could use the Contra Costa County RAC System to comply with the MRP. Municipalities may also act as “sellers” through the Contra Costa County RAC System.



Non-profits - Non-profits or other environmental organizations may be interested in building GSI facilities that can be partially funded by selling compliance units through the Contra Costa County RAC System.



Contractors - Developers or contractors may be interested in building Off-Site GSI Projects to generate compliance units that can be sold through the Contra Costa County RAC System.

NEXT STEPS

In 2023 and 2024, the first Contra Costa County RAC System exchange will be conducted as a pilot, and System administration processes will be further developed. The Contra Costa County RAC System is anticipated to be operational for additional exchanges by the end of 2024.

For more information, please visit the Contra Costa County RAC System Project Website:
www.sanpabloca.gov/2685/Regional-Alternative-Compliance



CITY COUNCIL REPORT

12.A.

DATE: APRIL 7, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: RECEIVE UPDATE ON CAPITAL PROJECTS, INSPECTION AND PERMITTING, AND MAINTENANCE OPERATIONS

RECOMMENDATION

Receive update on capital projects progress, conducted inspections and issued permits, and performed maintenance operations.

BACKGROUND

An update on key capital projects and maintenance activities was provided to the City Council on November 18, 2025, for the months of July, August, September and October of 2025. This update covers capital projects, permits review, and maintenance operations for the months of November and December of 2025, as well as January and February of 2026.

REVIEW AND ANALYSIS

Capital Projects:

Progress on key capital projects includes the following:

- The City of Pinole FY 2024/25 Sidewalk Rehabilitation Program (Project No. RO2402), was completed on November 14th, including improvements to curb ramps and pavement conditions in the Downtown area on San Pablo Avenue and Fernandez Avenue. Work was carried out by Spektren Engineering, Inc. as the lowest responsive and responsible bidder. This is in addition to overseeing construction of several new curb ramps on Appian Way and Canyon Drive implemented by the Appian Village Residential Development project. The FY 2025/26 Accessibility Improvements Project (Project No. RO2501) is being combined with the FY 2025/26 Pavement Rehabilitation Project (Project No. RO2301) to fund implementation of at least 26 new curb ramps at deficient locations on Pinole Valley Road, Marlesta Road, Shea Drive, and Hoke Drive.
- Roof Replacement of the Police Department Building, being pursued under the Citywide Roof Repairs CIP Project (FA1702). A request for bids was initiated on August 28, 2025. Following a comprehensive selection process, Agreement with the lowest qualified bidder, Diablo Roofing, Inc., was approved by the City Council on December 2nd, 2025. Construction work has been underway and is planned for completion in the

third week of April 2026, weather permit. PW is currently planning the next roof repair/replacement project for damaged roof sections at the Youth Center and Pinole Valley Park.

- Youth Center Building HVAC System replacement. This work was carried out on an urgent basis due to the failed heating and air conditioning in a number of offices on the first floor of the building (dedicated to the use of the Community Services Department), and the difficulty controlling temperature and high level of humidity impacting PCTV and equipment on the second floor. Due to the limited funding, only three of the seven HVAC units were replaced by City Mechanical (the on-call maintenance contractor) to address the failed components. An agreement in a total amount of \$72,795 was prepared and executed, and work was completed in December 2025.
- Upgrade of the City Pools (Project No. FA2502). This is an ongoing project that aims to gradually upgrade the various equipment, furniture, shed structure, etc. Most recently, plumbing improvements including replacement of the showers and corroded discharge pipes were completed. In addition, the filters and two pumps were also replaced in January and February of 2026. Using the remaining budgeted funds for FY 2025/26, the installation of a mini-split HVAC unit is currently being pursued along possible upgrade to the shed.
- Under the Pinole Valley Park (Project No. PA1901) and Improvements to City Parks (Project No. PA2501), funds were used to replace damaged sections of the fields and minor upgrades to the irrigation system. In addition, PW carried out two separate bid processes for the addition of prefabricated restrooms along with construction of associated foundation and utility connections (water, sewer and electricity). Agreement has been established, and prefabricated ADA compliant dual restrooms building was ordered in January of 2026. The order was placed through the lowest responsive bidder, CXT Inc., for a total amount of \$116,405. Construction of the building foundation, and utility connections (water, sewer, electricity) are being performed under a separate bid process and agreement. Given the lead time for receiving the prefabricated structure, all work is planned for completion by mid-June 2026.
- Improvements to the Dog Park, under CIP - Improvements to City Parks (Project No. PA2501). The PW Maintenance Operations team completed removal of tree, branches and stump of safety concern. The team also painted the restrooms, replaced a rotted wall, cleaned and treated the roof for moth, and had the gutters replaced. In addition, the team painted the waste receptacle, doggy bags post, and the flyers board. Planning is underway to add dog play areas and upgrade the landscaping following a community meeting to be led by the Community Services Department.

- Pinon Trunk Sewer Capacity Phase 2 Project (Project No. SS2401), on June 25, 2024, the City Council awarded the construction contract to K.J. Woods Construction, Inc. The Notice to Proceed was issued on October 14, 2024, and replacement of the sewer pipes extended over several months in 2025 and completed in December. Public Works also completed follow-up road repairs in February 2026, at the intersection of Pinon Avenue at Hutchinson Court, as well as on Zoe Court and Ramey Court. A specialized pavement contractor was brought in to perform the pavement repairs following compact testing at the intersection of Pinon Avenue/Hutchinson Court. Due to multiple breakages of the water line along Orleans Drive, PW coordinated with the EBMUD team. EBMUD agreed to add replacement of the water line along Orleans Drive to the west of Tennent Avenue to their workplan, for design during calendar year 2026 and construction in 2027. This is in addition to replacement of the water line along Zoe Court also scheduled for construction in 2027.
- Roble Avenue Storm Drain Improvement Project (SW2001): The Roble Avenue Drain Improvement Project is expected to exceed the retrofit requirements of the Municipal Regional Storm Water of 1.16 acres and establish road improvements including the provision of a sidewalk. A contract for the environmental review and design of the Project was approved by the City Council on June 3rd, 2025. Work has been progressing since with regular coordination with the consultants' team, and project's stakeholders. It should be noted that one of the alternatives includes the provision of a bioretention area to assist in meeting the stormwater requirements overseen by the Water Board. Findings of the environmental review and concept design will be brought for the City Council's review and consideration in September of 2026.
- Active Transportation Plan (CIP Project No. RO2106). On March 7, 2023, the City Council awarded a contract to GHD, Inc. to develop the City's Active Transportation Plan (ATP) with the objectives to identify deficiencies and improvements that would increase walking, cycling, and connectivity to public transit. GHD produced a draft ATP report which was presented to the Traffic and Pedestrian Safety Committee (TAPS) on January 8, 2025. Input from the TAPS, City staff and the community were incorporated into the ATP. Due to the significant revisions and additions needed, an amendment to the GHD contract was approved by the City Council on June 17, 2025, that increased the budget by a not-to-exceed amount of \$30,000 to be paid at the satisfactory completion of the plan. The finalized ATP report will be presented to the City Council for consideration and approval on April 21, 2026.
- Storm Drain Master Plan (Project No. IN1703). On August 15, 2023, the City Council awarded a contract to West Yost Associates (West Yost) to develop the City's Storm Drain Master Plan. This Project is intended to identify, analyze and prioritize the capital improvement needs of the City's storm water management system to reduce flood risks, enhance public safety and protect City assets. Findings and recommendations

developed during preparation of the Storm Drain Master Plan will be used by staff to develop or update CIP projects, and the final Plan will be presented to City Council. Staff have been in regular coordination with the Consultant's team. Based on the site inspections and modeling needs, the Consultant proposed an increase in scope and budget that were approved by the City Council on December 2nd, 2025. The expanded modeling work is near completion using revised land use data and future projections. The Plan is scheduled for completion and the City Council consideration in October 2026.

- Reporting to the Water Board on stormwater requirements (the City is currently at 80% of the compliance target). Significant efforts are currently underway with the assistance of the Geosyntec team to revise the stormwater map, identify additional locations for effective installation of trash capture devices, and perform inspections and report on the existing devices. PW also narrowed down the search for the purchase of durable and reasonably priced units that are currently being reviewed with EnviroPOD. The aforementioned work will be completed by mid-May 2026. It should also be noted that PW is in coordination with Caltrans staff in pursuing grant funds for installation of trash capture devices along I-80 to benefit both jurisdictions, and to expand the planned bioretention area at the westerly end of the San Pablo Avenue Bridge (SR 123) overcrossing BNSF tracks. With the ongoing work, it is expected that the City will meet and exceed the mandated target with credits that can be shared through the RAC JPA.
- Tennent Avenue/Bay Trail Gap Closure Rail Crossing (Project No. RO1902). This project is being completed this fiscal year rather than next year as originally planned in the CIP in order to avoid jeopardizing the awarded One Bay Area Grant (OBAG) funds. The Project will close a gap in the Bay Trail, linking the communities of Hercules, Pinole, and unincorporated Contra Costa County. The trail begins at Bayfront Park at the terminus of Tennent Avenue and extends across the Union Pacific Railroad (UPRR) tracks then travels along Railroad Avenue to connect with the existing Bay Trail and the Pinole Creek Trail. Responsibility for improvements is divided between the City of Pinole and UPRR. The City will construct hardscape elements including the concrete sidewalk, asphalt pavement, striping, signing, and fencing. UPRR will install grade crossing panels, traffic control devices, wiring, and associated appurtenances. With the assistance of CSWST2 consultants, PW is currently finalizing the project design and coordinating with UPRR on two encroachment agreements expected to be completed in May 2026, to proceed with the project construction. In February and March 2026, PW also submitted grant applications under the Federal-State Partnership for Intercity Passenger Rail Program and the Subregional Transportation Mitigation Program to close a funding gap and ensure construction of all project elements as well as additional safety enhancements in the area.
- PW has been in collaboration with the County's Department of Conservation and Development on the San Pablo Avenue Bicycle and Pedestrian Improvements Study

(mainly funded by a grant with a County match of \$75,000 and a City match of \$25,000). The Study corridor extends over a 3.1-mile road segment that travels through Pinole and County unincorporated areas. The County and City teamed together by forming the Study's scope of work, the RFP was posted in November 2025, review process of all received proposals was completed, and the project team is currently finalizing the scope and budget with the selected firm. It should be noted that this large-scale Study will rely on an Advisory Committee of elected officials and community members. Once available, information on the Advisory Committee will be shared with the City Council to seek participation.

- Delores Court Stormwater Pipe Replacement. This Project was performed under the CIP Stormwater Upgrade & Trash Capture Project (Project No. SW2501). A Request for Bids (RFB) was initiated on November 6th, 2025, to replace the stormwater pipe that runs from Delores Court through the public easement within the front and backyards of residence # 2341 Delores Court (about 90 linear feet). Bids were due by December 4th. The bid process resulted in selection of Michael Paul Company, Inc. as the lowest responsive bidder. In coordination with the abutting residents, the construction work was completed in March 2026. It should be noted that damaged stone and wood fences were either repaired or replaced, and the site was fully cleaned including minor landscape work.
- San Pablo Avenue Bridge Replacement (Project No. RO1710). Identified by Caltrans as "Deficient", with age and condition of the bridge assessment concluding the need for replacement. In February 2020, the City awarded a contract to a consultants' team to conduct the Preliminary Engineering (PE) and advance the project. Work on the project was resumed this year, and the environmental review is scheduled for completion by early June 2026 (NEPA by April 2026, and CEQA by June 2026), with the project design commencing in July 2026 (Design Services Agreement to be considered by the City Council in May 2026). This Project is receiving Highway Bridge Program (HBP), Strategic Management Planning Program (STMP), and Transportation Land-Use Connections (TLC) funds. Through coordination with Caltrans, the City received an early release of the HBP grant funds to support the PE work. In addition, staff coordinated with the West County Transportation Commission team and changes were approved by the WCCTC Board, which extended the term of the STMP grant agreement and allowed flexibility in the use of the grant funds and help minimize/eliminate the City's local match. A fourth amendment to agreement with Consor North America, Inc. was approved by the City Council on July 1, 2025, thereby increasing the consultant's compensation by a not-to-exceed amount of \$199,300 (funded by HBP grant fund) for completing the project's environmental review and approvals. In addition, a sixth amendment to agreement with Gray-Bowen-Scott was approved by the City Council on July 15, 2025, thereby increasing the consultant's compensation by a not-to-exceed amount of \$350,005 (to be funded by STMP grant fund) and extending the agreement to June 30, 2027, to provide project management support services through completion of the PE (environmental and design) phase. PW

presented a Project update to the WCCTC Board on March 27, 2026.

- Countywide Smart Signals Project (City CIP Project No. RO2303). PW has been coordinating with the project team led by WCCTC (including the County, various cities within Contra Costa, and consultants). The 100% design plans and estimates were completed in March 2026 and approved by majority of agencies to date. Pinole will receive various signals upgrades including video detection and battery back-up. The construction plan and sequencing work within the various communities is under development, with project completion planned by July 2026.
- Safety Improvements on Arterial Roadways (Project No. RO2302). This project is funded by an HSIP grant and Arterial Streets Rehabilitation fund (fund 377) to install Rectangular Rapid Flashing Beacons (RRFB) on San Pablo Avenue at Third Avenue, on San Pablo Avenue at Quinan Street, and on Pinole Valley Road at Savage Avenue. PW investigated the sites and provided comments, and the design plans are being finalized by CSWST2, to commence the RFB process in April 2026 and proceed with the Project construction in June 2026. It should be noted that PW submitted a TDA3 funding application to implement additional safety improvements on San Pablo Avenue including the addition of a HAWK signal on San Pablo Avenue at Fifth Avenue (in front of the senior housing development).

Inspections and Permits:

- Month of November 2025: 192 inspections were performed, 32 permits (2 encroachment, 18 sewer lateral including 5 video reviews, and 12 utility encroachment) were issued, and \$37,571.20 permit fees were collected.
- Month of December 2025: 175 inspections were performed, 39 permits (3 encroachment, 16 sewer laterals including 7 video reviews, 2 grading, and 18 utility encroachment) were issued, and \$65,359.15 permit fees were collected.
- Month of January 2026: 123 inspections were performed, 43 permits (2 encroachment, 1 sewer laterals including 5 video reviews, 1 grading, and 26 utility encroachment) were issued, and \$62,732.60 permit fees were collected.
- Month of February 2026: 209 inspections were performed, 44 permits (3 encroachment permits, 19 sewer laterals including 9 video reviews, and 22 utility encroachment) were issued, and \$56,424.70 permit fees were collected.

Maintenance Operations:

- Month of November 2025: Completion of 328 service requests and repairs including 40 stormwater (catch basins, storm drain, and sweeping), 5 wastewater (sewer main, sewer overflow, and video capture), 9 signs (new installation and repairs), 28 roads (potholes, traffic signals, streetlights, vegetation management, trees trimming, red curb,

graffiti removal, and pavement markings), 212 parks (vegetation management, trees trimming and stump grinding, fields maintenance, gopher control, irrigation, debris removal, restrooms, special events, hanging of banners, water fountain repairs, play structure maintenance, and graffiti removal), 1 special event, 7 illegal dumping, 8 emergency calls, 2 fleet, and 16 facilities (roofing, lights, alarms repair, gates repair, furniture assembly/repair and moving assistance, pest control, elevators repair, plumbing, drinking fountains repair, pools repair, irrigation, trees trimming, debris removal, appliances repair, HVAC repair and/or replacement, TV installation, painting, signs repair and replacement, windows repair, and doors and locks).

- Month of December 2025: Completion of 344 service requests and repairs including 28 stormwater, 5 wastewater, 3 signs, 59 roads, 198 parks, 3 special events, 15 illegal dumping, 12 emergency calls, 2 fleet, and 19 facilities.
- Month of January 2026: Completion of 361 service requests and repairs including 23 stormwater, 5 wastewater, 3 signs, 79 roads, 202 parks, 8 illegal dumping, 12 emergency calls, 2 fleet, and 27 facilities.
- Completion of 312 service requests and repairs including 14 stormwater, 1 wastewater, 2 signs, 80 roads, 189 parks, 6 illegal dumping, 5 emergency calls, 2 fleet, and 13 facilities.

It should be noted that the Maintenance Operations team, for example, has been gradually replacing missing and faded signs to meet MUTCD retroreflectivity requirements including at locations on Sarah Drive, Marlesta Road, O'Conner Drive, Foothill Avenue, Nob Hill Avenue, Von Doolan Court, Tennent Avenue, Von Doolan Court, Pinole Shores Drive, and Pinon Avenue.

Example of streetlight repairs and replacement of burnt bulbs took place within parks, the Tennis Courts and public Parking lots, as well as on segments of Foothill Avenue, Plum Street, Pinole Valley Road, Thomas Court, Holiday Court, N Rancho Road, Hill View Lane, and Danny Court.

Removal of illegal dumping included locations on Pinole Valley Road, San Pablo Avenue, Galbreth Road, Kilkenny Way, Appian Way, the Faria House, Faria Avenue, Tennent Avenue, Tara Hills Drive, Michael Drive, the Pinole Creek Trail, Alberdan Circle, Walter Avenue, and within parks including the Amber Schwartz Park and the Dog Park.

Improvements to pavement markings and red curbing were performed at various locations including on Belden Court, San Pablo Avenue, Robles Avenue, and Encina Avenue.

Improvements to pavement markings will be enhanced in warmer weather.

The team's efforts on potholing will also increase in the upcoming months weather permitting. In the meantime, potholing took place on segments of Pinole Valley Road, Pinon Avenue, Belden Court, Faria Avenue, Sarah Drive, Shawn Drive, San Pablo Avenue, Tennent Avenue, Wright Avenue, Marlin Court, Bay View Farm Road, Marlesta Road, Marionola Way, Kittery Way, Tara Hills, Kildare Way, and Lefebvre Way.

FISCAL IMPACT

There is no fiscal impact to reporting on projects and operational updates.

ATTACHMENTS

None