



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

**June 16, 2026
5:30 PM**

**Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR
Attend VIA ZOOM TELECONFERENCE – Details provided below**

How to Submit Public Comments:

In Person:

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

Via Zoom:

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

From a PC, Mac, iPad, iPhone or Android:

<https://us02web.zoom.us/j/89335000272>

Webinar ID: 893 3500 0272

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

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

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

Written Comments:

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

OTHER WAYS TO WATCH THE MEETING

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

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

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

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Bell-Spears at [\(510\) 724-8928](tel:5107248928) or hbelle@pinole.gov.

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

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

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

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

2. LAND ACKNOWLEDGMENT

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

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

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

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

Employee organization: AFSCME Local 1

B. PUBLIC EMPLOYEE APPOINTMENT

Gov. Code § 54957

Title: City Manager

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Juneteenth

2. Pride

B. Presentations

1. None

9. CONSENT CALENDAR

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

A. Approve the Minutes of the Regular City Council Meeting on June 2, 2026.

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

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

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

E. Approval Of Fiscal Year 2026/26 Capital Budget And Five-Year Capital Improvement Plan **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

F. Approval Of Fourth Amendment To The On-Call Consulting Services Agreement Between The City And Coastland Civil Engineering | DCCM To Add Inspection Services Associated With The Road Rehabilitation Project (Cip Project # RO2301) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

G. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between September And December 2025, Considered At An Administrative Hearing On June 4, 2026. **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**

H. Receive This Report Containing An Update On The Request For Bids For Implementation Of Phase 1 Of Fiscal Year 2026/27 Pavement Rehabilitation Project (CIP Project #

RO2301) Action: Receive Report (Heba El-Guindy)

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. Conduct First Reading of Ordinance Approving Renewal of the City of Pinole's Military Equipment Policy **Action: Conduct a public hearing, review and approve the 2025 - 2026 Pinole Police Department Annual Military Equipment Report, and waive full reading and introduce by title only an ordinance approving and re-adopting a Military Equipment Use Policy as Stated in Chapter 2.60 "Military Equipment Policy" of the Pinole City Municipal Code in compliance with AB 481. (Justin Rogers, Melissa Klawuhn)**
- B. FY 2025/26 Utility Users' Tax Review and FY 2026/27 Income Exemption Limits **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Markisha Guillory)**

11. OLD BUSINESS

- A. Approve And Authorize The Mayor To Execute The Employment Agreement For Naomi Kelly To Become The City Manager **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- B. Revised Proposed Fiscal Year (FY) 2026/27 Operating and Capital Budget **Action: Receive Report and Provide Direction (Markisha Guillory)**

12. NEW BUSINESS

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

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 Special City Council Meeting of June 23, 2026 in Remembrance of Amber Swartz.

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

Heather Bell-Spears, CMC

City Clerk
POSTED: Thursday, June 11, 2026 at 5:05 pm



Proclamation

JUNETEENTH JUNE 19, 2026

WHEREAS, “Now I’ve been free, I know what a dreadful condition slavery is. I have seen hundreds of escaped slaves, but I never saw one who was willing to go back and be a slave.” –**Harriet Tubman**; and

WHEREAS, America does not only celebrate our Independence on July 4, Juneteenth officially Juneteenth National Independence Day and also known as Jubilee Day, Emancipation Day, Freedom Day, and Black Independence Day is a Federal Holiday in the United States commemorating the emancipation of enslaved African Americans; and

WHEREAS, Juneteenth, or June 19, 1865, is considered the date when the last slaves in America were freed when General Gordon Granger rode into Galveston, Texas, and announced the end of the Civil War and the insidious institution of slavery. Thousands of enslaved people in Texas – among the last to learn of their independence – tasted hard-won freedom for the first time, almost two and one-half years after President Lincoln issued the Emancipation Proclamation; and

WHEREAS, The day was recognized as a federal holiday on June 17, 2021, when President Joe Biden signed the Juneteenth National Independence Day Act into law making it the first new federal holiday since Martin Luther King Jr. Day was adopted in 1983; and

WHEREAS, Today, Juneteenth commemorates African American freedom and emphasizes education and achievement as it is a time for reflection and rejoicing and a time for assessment, self-improvement, and planning for the future; and

WHEREAS, during this time, the nation celebrates the accomplishments, inventions, triumphs, and resiliency of African American people in this country; and

WHEREAS, Juneteenth symbolizes freedom, celebrates the abolishment of slavery, and reminds all Americans of the significant contributions of African Americans to our society; and

WHEREAS, General Granger’s announcement called for “absolute equality,” we know that such a vision was far from complete back then, as it is today. We celebrate how far we have come and take stock of how far we must go; and

WHEREAS, 2026 marks 161 Years of freedom celebrations. Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day marked with celebrations and family gatherings and is a time for assessment, self-improvement and for planning for the future.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, do hereby proclaim **June 19, 2026 as JUNETEENTH** in the City of Pinole and encourage all residents to celebrate, honor and reflect on the significant role that African Americans have played in the history of the United States and our City.

ANTHONY TAVE
Mayor of the City of Pinole



Dated: June 16, 2026



Proclamation

LGBTQ+ PRIDE MONTH JUNE 2026

WHEREAS, In June 1969, a courageous group of Americans rose up to protest the violence and marginalization they faced in what became known as the Stonewall Uprising; and

WHEREAS, Police had raided the Stonewall Inn — a gay bar located in New York City — and for the next six days they clashed with LGBTQ+ protestors, who bravely stood their ground. Their courage sparked a civil rights movement for the liberation of the LGBTQ+ community and changed our Nation forever; and

WHEREAS, by the time the Stonewall Riots ended on July 2, 1969, the gay rights movement went from being a fringe issue largely ignored by politicians and the media to front-page news worldwide; and

WHEREAS, Pride is a celebration of generations of LGBTQ+ people, who have fought bravely to live openly and authentically; and

WHEREAS, the City of Pinole feels it is important to communicate its support for inclusivity and respect in our City, and desires to recognize and celebrate June as LGBTQ+ Pride month; and

WHEREAS, the Rainbow Flag, also known as the LGBTQ+ Pride Flag or Gay Pride Flag, has been used since the 1970s and is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ+ people in society; and

WHEREAS, all human beings are born free and equal in dignity and rights and LGBTQ+ individuals have had immeasurable impact on the cultural, civic, and economic successes of our country; and

WHEREAS, the City of Pinole is committed to supporting visibility, dignity, and equality for LGBTQ+ people in our diverse community; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the City of Pinole's LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, proclaim **June 2026 as LGBTQ+ PRIDE MONTH** in the City of Pinole, and call upon the residents of Pinole to support the equal rights of all citizens.

ANTHONY TAVE
MAYOR of the City of Pinole

Dated: June 16, 2026



**CITY COUNCIL MEETING
MINUTES
June 2, 2026**

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

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

2. LAND ACKNOWLEDGEMENT

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

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

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov. Code § 87105.

A. COUNCILMEMBERS PRESENT

Anthony Tave, Mayor
Norma Martinez-Rubin, Council Member
Cameron Sasai, Council Member*
Maureen Toms, Council Member
*Remote Attendance, 2964 E Ravenswood Drive, Gilbert, AZ 85298

COUNCILMEMBERS ABSENT

Devin T. Murphy, Mayor Pro Tem

B. STAFF PRESENT

Garrett Evans, Interim City Manager
Heather Bell-Spears, City Clerk
Eric Casher, City Attorney
Stacy Shell, Human Resources Director
Charlene Davis, Human Resources Analyst
Fiona Epps, Communications Director
Heba El-Guindy, Public Works Director

Andrea Dwyer, Community Services Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell-Spears announced the agenda had been posted on May 29, 2026 at 2:30 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.

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

4. CONVENE TO A CLOSED SESSION: None

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION:
None

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.

Richard Cossel commented that roads were in disrepair, infrastructure was failing, the budget was not balanced, money had been wasted, certain City Council members treated the City as their own personal travel agency and a recent Civil Grand Jury Report found the City was mismanaged and gave the City an “F” rating. The Civil Grand Jury Report also found the City of Pinole had the worst financial rating of the 19 cities in Contra Costa County and the highest sales taxes in the County. Three Council members appeared to be colluding and voting in a block and voted to place Measure D on the June 2, 2026 ballot, since it would normally have a low turnout in the hopes it would pass. This same trio would not commit to not running for Mayor if Measure D passed. The City funded activities opening itself up to lawsuits based on viewpoint, sex and gender discrimination and now the City may potentially hire a new City Manager who was the wife of a former San Francisco Public Utilities Commission (PUC) official who had been convicted of wire and bank fraud and bribery. The potential new City Manager could be considered a co-conspirator since she would have signed \$1.3 million in fraudulent loan documents, partook in the benefits of the conspiracy and resigned her job as City Administrator for the City of San Francisco in disgrace.

Mr. Cossel read into the record the trial jury verdict for Harlan Kelly Jr., dated July 14, 2023, who was found guilty on all charges and the statement made by the judge about the defendant. He found there was a pattern for some City of Pinole officials who were not concerned about the will of the people and welfare of the City, and rather were putting their own ideological driven projects above the basic needs of citizens. He hoped to see better in the future.

Debbie Long was not surprised the Mayor Pro Tem was absent for this meeting. She commented that since the last City Council meeting, the Civil Grand Jury had issued a report about the City’s financial viability and which detailed why the City had been rated “F,” the lowest in the County.

Ms. Long would have expected that would have been an item on the meeting agenda, for no other reason than to schedule Town Hall meetings where the public was not limited to three minutes, and which would allow a real discussion in order to promote transparency. Instead, the City Council was going to proceed with the 2026/27 budget, which only allowed three minutes to discuss the entire document. She suggested the City Council should be embarrassed by the Civil Grand Jury rating and have the humility to say they had screwed up rather than continue with business as usual. She requested the Civil Grand Jury Report be brought back on a future meeting agenda in order to establish dates for at least two Town Hall meetings to discuss and fully vet the conclusions of the report.

As the City Council moved onto agenda Item 11A, Ms. Long asked that the City Council keep in mind the budget cuts intended to be made were not in the public nor staff's best interests. Any cuts to staff should be done at the highest levels, not at the expense of the rank and file.

Irma Ruport thanked Mayor Tave, Mayor Pro Tem Murphy and Council member Sasai for giving taxpayers the opportunity to vote on Measure D. Whether the measure passed or not, was not the reason to hold back and prevent citizens from being a part of the voice and the vote, which was what democracy was about. Referring to the cost of the ballot measure, she referenced some Council member's special interests, such as the costs for a potential Faria Museum, as an example. She also referenced the 2025/26 Civil Grand Jury Report, which she read last week and which report included six recommendations. She suggested the City had not been doing well over the past year. There had been lousy City Managers, one left for the City of Vallejo and she understood recently left that position, and the most recent City Manager only stayed for a year and looked for a job in four different states, and this information was available on Google and YouTube. She questioned why the City was making these mistakes and suggested starting over and cleaning house.

Ms. Ruport stated she was a 50-year resident and she had received a lot of flak from Council members over the years, suggesting she should leave town if she didn't like it, and one even told her he hated her. As a resident of Pinole, she had a right to be here, the right to vote and no one had the right to scare her away. She emphasized it was time to come together. She had also been a member of the union, was a Chief Steward, and had experience in government and had experienced job loss. She noted the City had been through the ringer before and almost went through bankruptcy. She was well aware of the City's history as a long-time resident and she had spoken to the former City Manager about needing a budget, but they never had time.

Allison Carrillo also referenced the conclusions of the Civil Grand Jury Report and highlighted the purpose of the Civil Grand Jury, which investigated local government and operations when a city struggled to manage its own affairs. She found the conclusions not surprising in that underlying information had long been publicly available. She looked forward to reading the formal responses from both the City Council and City staff to the report which found the City faced serious structural budget challenges that had built up over years of relying on one-time funding and reserve withdrawals, roadway deterioration and deferred infrastructure. Acknowledging those challenges was not a reason for despair, but a call for action. She otherwise disagreed with the findings of the Civil Grand Jury in that Measure I was a General Fund tax maintaining the City's fiscal responsibility across a broad range of needs. It was not a special revenue tax. Filling a pothole was not treatment, but a reactive safety measure and necessary, although not a solution, with full resurfacing and rehabilitation required at a far greater cost than people anticipated.

Ms. Carrillo stated she had voted for Measure I since she found the City was dangerously relying on reserves to pay for structural deficits. She recognized that significant pavement rehabilitation would remain out of reach but getting the City's house in order must start now. She had raised similar concerns in 2024, at the time sewer rates had been discussed, and her position had not changed. Raising fees to among the highest in the Bay Area must be matched by a genuine commitment for results, through fiscal discipline, strategic planning and clearing the bottleneck preventing staff from building and delivering real capital programs; rather than have staff time consumed by special City Council projects and deferring core work the City desperately needed at the cost to residents. Political infighting and prioritization of special interests needed to end. City staff were capable and deserved the direction and space to do their job and deliver the infrastructure residents depended on. She highlighted the responsibilities of the City Council and City staff, and suggested Pinole was worth fighting for, the community was resilient and believed in their future, but needed leadership with long-term well-being over short-term politics.

Peter Herman also referenced the Civil Grand Jury Report and commented the financial state of the City being the last in all of Contra Costa County, with the highest sales taxes, roads that could not be repaired and the potential for bankruptcy, could not be a recent problem. He did not hold the three Council members blameless, but could not believe the tenured Council members did not see this coming. He asked where the warning was for the conclusions in the Civil Grand Jury Report, where the leadership was to address this in a thoughtful and thorough manner, and whether a comprehensive plan could be offered to forestall something like this. He questioned how this was a surprise to those who were engaged citizens since it was part of the public record, but the public did not understand all of the financial details, which was what the City Council was for. As a retired homeowner and citizen relying on the City for the preservation of his property value and well-being, he found the situation to be outrageous. He was very angry with every single member of leadership for the City of Pinole.

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 Toms reported she attended an all-day class, training exercise and introduction to land use planning for wildfires in the State of California, which was highlighted in depth. She also attended the East Bay Wildfire Coalition of Governments meeting, with the Coalition working as a region in the East Bay to address the massive amounts of fuel in the East Bay Hills, with the discussion of how the Board of Forestry was considering drafting rules for Zone Zero, for non-combustible items next to homes. There had also been a discussion about public information that needed to be communicated to homeowners in the area related to reducing their risk for fire, and the Coalition also discussed opening up CAL FIRE Grants.

Council member Toms reported she had also spoken with the Interim City Manager and the Public Works Director about projects in the City of Pinole that could be considered to reduce wildfire risk in the Pinole Valley.

Council member Martinez-Rubin reported she responded to invitations to represent the City of Pinole or support activities in partnership with the Bay Front Chamber of Commerce or local schools including a ribbon cutting ceremony at Togo's at 1471 Fitzgerald Drive, Suite 105; 75th anniversary of Collins Elementary School; webinar sponsored and conducted by the League of California Cities as part of Senate Bill (SB) 827, which required new Councilmembers and other electeds to participate in a very basic and fundamental overview of municipal finances and financial management; and the West Contra Costa Unified School District (WCCUSD) first annual celebration of graduates of Latino/Latinx students throughout the WCCUSD at the Richmond Auditorium.

Council member Sasai reported he attended a meeting of the West Contra Costa Transportation Commission (WCCTC), with a presentation on budget allocations for projects and had voted on a \$7.1 million budget allocation towards a regional project in West County, which included \$700,000 in a budget allocation for a project in the City of Pinole to improve a section of Tennent Avenue to facilitate safer movements for bicyclists and pedestrians. He thanked the Public Works Director and City staff for making the project possible.

Council member Sasai also wished everyone a restful and deserved Memorial Day, having come from a family of veterans who served the country. He reported his Great-Grandfather, Tadashi Takeuchi served in the early 20th Century and had been posthumously awarded the Purple Heart, Combat Infantry Badge and Bronze Star, after dying in combat on October 30, 1944. He recognized the sacrifices all veterans made, particularly those who paid the ultimate price.

Mayor Tave also reported there had been a ribbon cutting ceremony for Travis Credit Union in late-May and he welcomed the business to the City of Pinole.

D. Council Requests for Future Agenda Items

Council member Martinez-Rubin requested a presentation from Republic Services to review and emphasize the importance of sorting recyclables, with residents having received information a few months ago that sorting would be closely monitored as of July 1, 2026, to comply with Senate Bill (SB) 1383. She asked for a presentation to be made during the month of July.

ACTION: Motion by Council members Martinez-Rubin/Sasai for a presentation from Republic Services to review and emphasize the importance of sorting recyclables, in compliance with SB 1383, during a City Council meeting in July.

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

ACTION: Motion by Council members Martinez-Rubin/Toms for staff to prepare a proclamation to be presented to Collins Elementary School, in recognition of its 75th Anniversary.

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

ACTION: Motion by Mayor Tave/Council member Martinez-Rubin to agendize a presentation of the Civil Grand Jury Report and findings.

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

PUBLIC COMMENTS OPENED

Irma Rupert referenced the Civil Grand Jury Report and asked that it be posted on the City website as soon as possible for public review. She referenced Page 17 of the report, which read: *Consider developing methods to engage Pinole residents regarding options to address ongoing fiscal challenges*, which was due by December 31, 2026. She stated she had repeatedly requested a fiscal budget and status report, and although past City Managers informed her the budget was balanced, the City had now received an “F” rating from the Civil Grand Jury. She agreed with the need that the Civil Grand Jury Report be agendized.

PUBLIC COMMENTS CLOSED

E. City Manager Report / Department Staff

Interim City Manager Garrett Evans also referenced Civil Grand Jury Report No. 2604, Pinole’s Financial Future, which was a 20-page report which detailed the fiscal challenges before the City of Pinole, from previous operating deficits, one-time fund transfers, rising pension and retiree health costs, to unfunded capital improvement projects including roads and City facilities. The City Council and the community would see presentations during this meeting for the Fiscal Year (FY) 2026/27 budget and Capital Improvement Plan (CIP), with significant adjustments and reductions in both from what had been entertained in March 2026. He commended the City Council for being consistent with him since he came on board in March 2026, to see how to balance the budget for FY 2026/27 and beyond, using the “Yellow Brick Road” method and consideration of seeing some road projects now.

A \$3 million request for bids would close on Monday, June 8, 2026 for the first phase of road improvements and staff anticipated another \$3 million request for bids in late July for an additional number of roads to be done.

Interim City Manager Evans thanked City staff for being creative and problem solving to reduce the expenditures in the upcoming fiscal budget in a meaningful manner, with staff having been collaborative to put forth a budget that was balanced, spread the pain, with the least-worst in expenditure reductions. If the City Council concurred with the staff recommendation, there would be a \$50,000 shortfall in the budget where the deficit had originally been \$4.2 million. This meeting offered an excellent opportunity to address many of the items in the Civil Grand Jury Report before they were due and present them in an open forum. The response to the Civil Grand Jury Report was due by August 14, 2026.

Mayor Tave also expressed his appreciation to City staff for the effort to cover the deficit gap.

F. City Attorney Report: None

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations: None

B. Presentations: None

9. CONSENT CALENDAR

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

A. Approve the Minutes of the Regular City Council Meeting on May 19, 2026.

B. Receive the May 16, 2026 – May 29, 2026 List of Warrants in the Amount of \$941,280.34 and the May 22, 2026 Payroll in the Amount of \$583,557.21.

C. Adopt a Resolution Approving a Memorandum of Understanding Between the City of Pinole and the Pinole Police Employees' Association (PPEA) for the Period of July 1, 2025 – June 30, 2026. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**

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

PUBLIC COMMENTS OPENED

Debbie Long referenced Item 9D, and commented much had already been said about the potential hire of Naomi Kelly as the new City Manager, and the background of her husband, Harlan Kelly, Jr. If someone did not know, they could Google their names, which would give one great pause and concern that this City Council was bringing in Ms. Kelly as the next City Manager at an elevated salary not seen in the City before, all at a time when the City was fiscally insolvent.

Ms. Long heard comments that Ms. Kelly should be given the chance since oftentimes women were judged harsher than men, but she did not believe this was the case. She suggested Ms. Kelly should not be judged less harshly simply because she was a woman. She was concerned the City was hiring someone as a leader, with a questionable financial background and who may bring drama to the City. Because of that background, she did not see Ms. Kelly would be qualified to take on the City's looming financial deficit and instill confidence and respect in her leadership. She also questioned how the City's consultant, Joe Gorton, could bring forward a candidate with Ms. Kelly's background given her departure as a City of San Francisco Administrator. She asked why it was necessary to increase the new City Manager's contract \$50,000, close to an additional \$100,000 with benefits, from what the City paid previous City Managers, again at a time when the City was decreasing the budgets of the rank and file. She was sure not one City Council member would have the guts or the tenacity to change their votes. She was not only angry, but extremely angry and mystified by the City Council's utter stupidity and suggested they be proud as they continued to run the City into the ground.

Cathy McFarland read into the record, a portion of written comments submitted on June 1, 2026, as follows: *The Council's choice for a new City Manager is Naomi Kelly. This choice just shows and confirms the sordid, self-servicing and egotistical ways of our Mayor and the two male council members who have been on their continued journey to slowly destroy our city. Naomi Kelly was San Francisco's City Administrator until she resigned in 1-12-2021. Her husband is Harlan Kelly who was San Francisco's Public Utilities General Manager and who was convicted of 6 counts of federal fraud and conspiracy crimes – wire fraud, bank fraud and bribes from construction contractors. The KELLY FAMILY took a trip to Hong Kong and China in 2016 which was paid for by Walter Wong a construction contractor. According to multiple sources it was stated that during the time of the raid on their home there was "suspected cocaine" on the premises. Naomi Kelly resigned saying she wanted the city to "function without distraction." Is this a situation we need to read in between the lines that she may have been given an ultimatum by the city to resign or was it really her personal choice? The City of Pinole wants to pay her a base annual salary of \$305,000.00 which is \$79,00.00 more a year (equals an additional \$6,580.00 a month) than our previous City Manager was paid in 2024. What is she going to be the council's back door plan for when measure D for an elected mayor fails? NO TO THIS CITY MANAGER APPOINTMENT. Tonight you are not voting behind closed doors. The city and the residents will see exactly how each one of you votes! We will see who is representing and protecting our city and who is using and abusing it for their self-serving agendas.*

Bill Bright., also referenced Item 9D, and commented he had reviewed the average salary of City Managers nationwide and according to Zip Recruiter the average salary was \$115,000. The City of San Jose paid its City Manager \$135,000 with the highest recorded salary \$261,000. He was uncertain how the City could pay the proposed salary for Naomi Kelly with the City having just been given an "F" rating from the Civil Grand Jury. He questioned how the City could continue down this road and he asked that the City Council reconsider this hire.

Sheila Grist, suggested the prior speakers said about all she wanted to say. She read into the record a quote from Martin Luther King Jr. about his children that they would one day live in a nation where they would not be judged by the color of their skin, but by the content of their character.

Allison Carrillo, welcomed the new City Manager and commented she was stepping into a City with real challenges, as documented in the Civil Grand Jury Report, which report was not a critique, but a road map identifying where the City was and points to where it needed to be. The new City Manager was stepping into an organization that had been worn down by staff turnover, exhausted by years of navigating disparate interests, political, personal and organizational and which instability had a cost which they were hearing in the challenges of the City to maintain staff and hire new staff, including salaries that must be paid to bring people in. Those challenges had shown up in deferred maintenance, infrastructure, strained services and a community which had grown skeptical of promises. Pinole had cycled through too many City Managers and Directors of Public Works in too few years, and every transition reset momentum, fractured institutional knowledge and signaled to staff and the community alike that stability was not something the City could hold on to, which must change. She hoped it would start with the new City Manager.

The City needed a City Manager and City Council who were committed to the long game, a genuine partnership built on aligned priorities, mutual accountability and respect and the discipline to put the long-term health of the City above short-term politics. She hoped the new City Manager would use the Civil Grand Jury Report, study the staff and coordinate with the City Council and build a plan and stay to see it through, with Pinole counting on her to meet the moment, the mandate, and where they needed her to be.

Irma Ruport speaking to Item 9C, congratulated the Pinole Police Department (PPD) for the approval of the contract. She emphasized public safety officers deserved better than the contract that was given with such late notice and having been the last to be approved. She respected Police Officers, she had family in law enforcement, and she recognized law enforcement was underpaid. She hoped the City Council would do better the next time.

As to Item 9D, Ms. Ruport asked the City Council to continue the item. She reported she had a Human Resources background and suggested the City had failed with the two former City Managers, with one having left the City for the City of Vallejo and who left that community recently, and the most recent City Manager who was a job hopper had left for something else. She again asked that Item 9D be continued and reported the guidelines for the recruitment of a City Manager were available on the City website.

Ms. Ruport added she had applied for a job with the City of Pinole at one time, years ago, and had a lie detector test, clearance check and security. She asked whether the Human Resources Department followed those methods. The City had retained a recruiter for the City Manager position and she questioned whether Ms. Kelly was the best candidate. She again asked that the item be continued, the City Council go back and start over and if the City had to use an existing Director temporarily as City Manager that should be done.

Peter Murray stated he had been a member of the Interview Board for the City Manager, which also included Ms. Ruport, and he agreed with her 100 percent. He was not happy with the interview process in that he had prepared questions for the interview and was told he could not use his questions and had to use a strict sheet of questions leading to concerns he was being scripted. He reiterated his concerns with the process that had been followed for the recruitment of the new City Manager, particularly since the Interview Board had been told Ms. Kelly had been thoroughly vetted; but if that were true, he wondered how the City Council had made its decision.

Mr. Murray suggested the community deserved an answer and agreed the City Council hold off making a decision for Item 9D.

Rafael Menis speaking to Item 9C, understood the Memorandum of Understanding (MOU) to be approved with the Pinole Police Employees' Association (PPEA) would cover through the end of June 2026, with a new MOU to be negotiated. He asked whether the City had a plan to negotiate the next MOU in a more rapid fashion. He also understood the total cost of revisions for the MOU was \$214,000, of which \$202,600 was from the General Fund per Page 51 of 268 of the agenda packet. He asked if that would be tracked as a budget adjustment to the current year's budget or carried forward as a cost to be added on to the budget to be discussed for FY 2026/27.

PUBLIC COMMENTS CLOSED

Council member Toms spoke to Item 9C and understood the three percent increase for the PPEA had been budgeted for the current fiscal year budget, which was confirmed by the Interim City Manager.

Council member Martinez-Rubin referenced Item 9D and recalled part of the recruiter's tasks included making a presentation prior to a new City Manager being on board. She asked if that could be done at the next City Council meeting to allow the public to understand and review the process. There had been a lengthy process from the beginning which the consulting firm provided, with opportunities for members of the public to speak to the recruitment process in a number of instances, but she recognized not everyone may have participated. Between now and the next meeting, she would like the recruiter invited back to provide a presentation for Item 9D.

Interim City Manager Evans was uncertain of the full contract language for the City Manager recruiting consultant, but if that was the direction of the City Council that could be done.

Council member Martinez-Rubin offered a motion, seconded by Council member Toms to defer Item 9D to the June 16, 2026 City Council meeting, and at the same meeting request the consultant, Mr. Gorton, review the City Manager recruitment process that included the opportunities for input from members of the public.

Mayor Tave asked what the presentation would look like.

Council member Martinez-Rubin suggested that was to be determined, but among the points made by the consultant, and to ensure there was an understanding and a reception if a new City Manager, regardless of who it was, the consultant had offered some type of activity that would wrap up the recruitment process. She recognized the contract with the consultant would have to be revisited.

City Attorney Eric Casher did not recall that, although the consultant may have offered that beyond the scope of the contract. He confirmed with the Human Resources Director that such a presentation was not within the scope of the contract for the consultant and an additional cost could be involved.

Council member Martinez-Rubin understood the importance for the public to understand that everything incurred a cost since it was the consulting firm's time.

Council member Martinez-Rubin again asked that the possibility be explored and that staff come back with a response. She repeated her motion, seconded by Council member Toms to defer Item 9D to the next meeting of the City Council.

ACTION: Motion by Council members Martinez-Rubin/Toms to defer Consent Calendar Item 9D, to the June 16, 2026 City Council meeting.

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

ACTION: Motion by Council member Toms/Mayor Tave to approve Consent Calendar Items 9A, 9B and 9C, as shown.

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

10. PUBLIC HEARINGS

- A.** Assembly Bill 2561/Government Code Section 3502.3 (Vacancies, Recruitment and Retention Efforts) Compliance. **Action: Conduct Public Hearing (Stacy Shell, Charlene Davis)**

Human Resources Analyst Charlene Davis provided a PowerPoint presentation for Assembly Bill (AB) 2561, Status of Vacancies and Recruitment and Retention Efforts in Calendar Year 2025, which included an overview of AB 2561; workforce overview; vacancy information and recruitment and retention efforts.

Responding to questions from the City Council, Human Resources Director Stacy Shell and Human Resources Analyst Davis clarified the following:

- Confirmed AB 2561 was a new requirement with the first presentation provided to the City Council in 2025. (Toms)
- The vacancy rate this time last year was 13.65 percent. (Sasai)
- Vacancies involved three police officers, one dispatcher, Community Safety Specialist, Associate Civil Engineer, Building Inspector, Capital Improvement Program Manager, Community Services Officer and City Manager. (Sasai)
- The vacancy rate for bargaining group AFSCME Local 512 was 14.29 percent, and included two vacant positions in the Public Works Department and one vacancy in the Community Development Department. (Sasai)

- Some of the positions that were hard to fill were in the 12 months or more period of the recruitment process and had been positions that were certified. As an example, the Associate Civil Engineer required a professional engineering certificate and it had been a challenge to find qualified applicants. Recruitment for this position had been open for a year or more. Recruitment for the Building Inspector was also a challenge given the City's small size and had been a 12-month recruitment process so far. Efforts were made to recruit for a Capital Improvement Program Manager position and given challenges the environmental component was removed with a focus on the capital improvement piece. That recruitment effort had been ongoing just over a year. Law enforcement positions were a continuous recruitment effort and open until filled. Staff could follow up with more information, if needed. (Martinez-Rubin)
- Acknowledged West County neighboring cities and throughout the greater Bay Area had experienced similar challenges recruiting for some of the positions, such as the Associate Civil Engineer, Building Inspector and Capital Improvement Program Manager positions. Staff also reported while conditional offers had been extended to individuals in the Associate Civil Engineer and Building Inspector positions, there had been challenges related to certification requirements and since the City was competing with other agencies, candidates had a choice to either join Pinole or consider another agency. Some candidates had shared with staff why they chose not to come to Pinole and consider another agency, but not all. Given the positions were also available throughout the county and the state, qualified candidates had a choice. (Martinez-Rubin).

PUBLIC HEARING OPENED

Irma Ruport asked what a 9/80 work schedule and hybrid remote option meant. She suggested the hybrid option should no longer be available since the pandemic was over, and employees should be brought back to the office. She appreciated the work of City staff, but the City needed better service. She asked why Pinole Community Television (PCTV) was under the Community Services Department on the chart and suggested it should be under the City Manager's Office. She referenced the vacancy information that had shown six positions currently open, and suggested all positions should be frozen with the exception of the PPD since the public would not buy-in.

Ms. Ruport commented that in 2025, the then City Manager created the position of Communications Director under the City Manager's Office, and the then Assistant to the City Manager got the job at a higher salary not including benefits. She asked whether the position was properly vetted and open to others to apply, and if not, that should be reviewed.

Interim City Manager Evans clarified the 9/80 work schedule was nine days over the course of a 10-day work period condensing the 80 hours into that schedule. The hybrid remote option was an enticement to try and either retain or attract employees with some cities considering bonuses for certain positions, while recognizing the intent for employees to be in the office with certain positions eligible for the hybrid option. Freezing positions was something that would be worked out with the City Council, as appropriate, through the budget cycle and as part of addressing other issues identified in the Civil Grand Jury Report.

Ms. Ruport made other comments from the audience that were not captured by the microphone.

Rafael Menis understood the challenges the City had in recruiting for some positions, as previously detailed, and with AFSCME Local 512 currently at a 14.29 percent vacancy rate, with three vacant positions. If the positions were frozen, he asked about the impact on the City's ability to implement the Capital Improvement Plan (CIP) and the desire by the City Council and the community as a whole, for the goal of increased roadway development. As to the modified hybrid/remote employment, he suggested if an employee had one or two days in a 14-day cycle, allowing a remote option would be a good way to attract employees and would help the planet and commute costs. He understood some Pinole staff commuted from outside of Pinole and remote opportunities would have climate gains and would not have any additional costs, as other incentives could. Referencing the retention statistics, he commented in the unfortunate event an employee passed away, how would that be categorized, as a voluntary separation, a retirement or some other category.

Interim City Manager Evans reiterated in terms of employee freezing, staff would work with the City Council since certain positions were needed to accomplish the goals of the City Council.

Allison Carrillo a resident of Pinole and a CIP Manager for another city, commented she made it a rule she would not work for the City she lived in. When choosing a position she applied for she looked at salary, benefits, financial reports, watched city meetings to see how well people worked together, watched the community to see how people interacted, liked to see strategic goals, people who were working together trying to build trust together in all ways, looked at the budget she had for the department and the Council priorities versus those staff recommended, all of which had been addressed in the Civil Grand Jury Report. She commented that people who were engineers, CIP Managers and Directors kept on eye out and paid attention to the cities around them, and the behavior of a city, city manager, city council members and residents in general, which went a long way in making a welcome environment for new staff coming in to share their expertise and ability to lead and communicate.

Debbie Long asked whether the Human Resources Department groomed employees to have the opportunity to advance from within, rather than going out for new Department Heads. She did not want to see missed opportunities for existing employees. She suggested there be a specific policy so no one was overlooked. She also asked whether the City had an existing Assistant City Manager, whether the City had a written policy for recruiting Department Heads, since they were not covered by unions, and whether the City had an ethics clause in any contracts. If not, it should, and if it did, she wanted to know what it was. She also asked that all answers to the public's questions be submitted publicly and possibly brought back on the next Consent Calendar for everyone to see.

Interim City Manager Evans explained cities actively tried to groom internally with a base knowledge they want to grow and develop and those opportunities were always afforded and given special consideration to employees. Also, staff could prepare a memorandum that could be posted online or addressed during the City Manager's Report portion of the meeting agenda with answers to questions. He also clarified the City Manager had the discretion to hire through the Pinole Municipal Code (PMC).

Human Resources Director Shell clarified the City did not currently have an Assistant City Manager.

For recruiting Department Heads, Ms. Shell stated the City generally followed personnel rules for a majority of vacancies, but they were unrepresented positions and technically excluded from the competitive process. There was the ability to make appointments outside of a competitive selection process; although during her tenure with the City of Pinole, a majority of the Department Heads had been selected through a competitive process. She added the City did have an ethics clause that could be made available.

In response to the Mayor, City Attorney Casher clarified the public hearing process with public comment received, with the public hearing opened but which should be closed before the City Council had a discussion and vote.

Council member Martinez-Rubin moved the item, seconded by Council member Toms. She looked forward to a report from staff in response to the questions from the public.

PUBLIC HEARING CLOSED

ACTION: Motion by Council members Martinez-Rubin/Toms to adopt a resolution approving the adoption of the Vacancies and Recruitment and Retention Public Hearing Requirement in Compliance with Assembly Bill 2561.

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

- B.** Adopt a Resolution Ordering and Receiving the Engineer’s Report Containing the Annual Assessments for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2026/27 and Ordering a July 21st Public Hearing to Approve and Levy the Assessments. **Action: Conduct Public Hearing and Adopt a Resolution per Staff Recommendation (Heba El-Guindy)**

Public Works Director Heba El-Guindy provided a PowerPoint presentation for Pinole Valley Road Landscape and Lighting Assessment District (LLAD) – Assessments for Fiscal Year (FY) 2026/27, which included an overview of the background; Zone A: North of I-80; Zone B: South of I-80 and the assessment summary for FY 2026/27.

The City Council was asked to conduct a public hearing concerning the Pinole Valley Road Landscape and Lighting Assessment District and consider any and all objections; order preparation of the Annual Assessment Report; receive the Assessment Report; and set a Public Hearing on July 21, 2026, for the City Council’s approval of Fiscal Year 2026/27 assessments per the Assessment Report and the levy of assessments.

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

- The Assessment Summary for FY 2026/27 was again clarified. As part of a presentation on the same item in September 2025, staff had identified some concerns about calculations and the need to revamp the assessment; but there was insufficient time to conduct the appropriate community consultation process and reset the analysis based on the facilities within the Assessment District, which was something staff planned for this fiscal year. It was important to approve the assessment rates before August 10, 2026 to pass the information to the county, to levy the assessments with the property taxes, although staff planned in future months to retain a consultant and allow multiple opportunities for the community to participate in the process of redeveloping the structure of the assessment. (Martinez-Rubin)

PUBLIC HEARING OPENED

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

PUBLIC HEARING CLOSED

ACTION: Motion by Council members Toms/Martinez-Rubin to adopt a resolution Ordering and Receiving the Engineer’s Report Containing the Annual Assessments for the Pinole Valley Road Landscape and Lighting Assessment District, for Fiscal Year 2026/27 and Ordering a July 21st Public Hearing to Approve and Levy the Assessments.

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

11. OLD BUSINESS

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

Interim City Manager Evans thanked the City Council and the Finance Subcommittee for their leadership and guidance to see this item get very close to a balanced budget within the anticipated adoption two weeks from now. He also thanked management staff for the very hard and difficult recommendations to reach a more balanced budget than in years past, which came down to must haves, should haves and nice to have. Must haves included public safety, roads, accessible sidewalks and emergency preparedness. Should haves and nice to haves blended together at times, such as landscaped parks, senior programs, events, employee training, consultant studies and the like.

Interim City Manager Evans advised there were items staff recommended be shifted from subsidy mode to living within their budgets, from the storm drain category, and PCTV. It was not an elimination of either, but a living within their means. In the case of storm drains at approximately \$240,000 a year and for PCTV \$200,000 a year.

Even after the cuts being recommended, Interim City Manager Evans stated there remained looming changes with ongoing California Public Employees' Retirement System (CalPERS) costs and retiree medical costs, which would not go away, and would only continue to grow. It was an ongoing challenge for everyone. Finalizing the annexation discussions with the Contra Costa County Fire Protection District (CCCFPD) would also have a huge budgetary impact for the benefit of Pinole.

Interim City Manager Evans provided a PowerPoint presentation for the Revised Proposed Fiscal Year (FY) 2026/27 Operating and Capital Budget, which included the General Fund Revised Proposed Budget; General Fund Revised Proposed Budget – Potential Balancing Measures; Estimated Reserve Balances and six percent budget reductions for all City Departments, including the City Council, City Clerk, City Manager, City Attorney, Finance, Human Resources, Police, and Public Works. He highlighted the Recreation Fund, Building and Planning Fund, Community Development – Planning Division, Community Development – Code Enforcement and Economic Development, Information Systems Fund, Information Systems, PCTV Fund, Long-Term Financial Forecast (LTFF) (Yellow Brick Road) – Revised Draft, Sewer Enterprise Fund and Revised Budget – All Funds.

As to the next steps, staff would receive recommendations from the City Council for incorporation into the next version of the Final Proposed Budget with the Final Proposed FY 2026/27 Operating and Capital Budget and the Five-Year CIP to be presented to the City Council for adoption on June 16, 2026.

Interim City Manager Evans recommended the City Council review the Revised Proposed Fiscal Year (FY) 2026/27 Operating and Capital Budget and provide direction to staff for changes to incorporate into the next draft of the document, the Final Proposed version.

Responding to questions from the City Council, Interim City Manager Evans, Community Services Director Andrea Dwyer and Communications Director Epps clarified the following:

- The budget had been optimized to a six percent reduction and from a \$4.2 million deficit to a \$50,000 deficit, with that optimization coming from sacrifices from City staff, with the priority to keep services as high as possible, without a reduction in staffing and in the hopes of having a balanced budget as of July 1. (Mayor Tave)
- Whether the budget had taken into account potential carryovers depended on where some projects were in the process and sometimes where the Finance Director may carry it over; although generally, they would try to stop and start over the reallocation as appropriate, but there could be certain projects that were close to completion that they may want to carryover. As an example, the travel budget for the three Council members at the dais and for the current fiscal year may not have been, and likely would not be exhausted for the fiscal year, and could be carried over. (Toms)
- For the Public Works Department and the six percent reduction scenario, the reductions in maintenance, as outlined, were clarified with staff having looked at five-year spending patterns, with certain funds within Departments carried over year after year, but maybe not spent all the time. (Martinez-Rubin)

- In that case, there was a subconversation between the Interim City Manager and the Public Works Manager, as to what was anticipated next year given concerns with a larger number than trend, and who was of the opinion the reductions were sufficient for what would have to be maintained next year. (Martinez-Rubin)
- The General Reserve Fund was again clarified. (Martinez-Rubin)
- For Community Development – Code Enforcement and Economic Development, and for the six percent reduction scenario, clarified the Pinole Perks program still existed and there were cards as part of the program still in use. Pinole Perks had been reduced for the next year given “incomplete use as is, to match that.” (Martinez-Rubin)
- Acknowledged appreciation to all City staff on the proposed budget and the work of the Finance Subcommittee on the budget. (Sasai)
- General Fund Revised Proposed Budget – Potential Balancing Measures, and the recommendation for less 3 percent cost-of-living (COLA) wage increase, at \$490,000 had been recommended to be applied to all City employees. (Sasai)
- Recreation Fund, and the proposed reductions were again clarified. The recommendation to reduce the Senior Lunch Program of \$15,000 was clarified. The program currently ran four days a week for eligible seniors and would be pulled back to three days a week. The reductions in City-sponsored events, as outlined, were also clarified, with the cost for each event identified. Staff also made an effort to weigh attendance versus costs for events to balance areas of service. As an example, for the events shown, the Tree Lighting would be reduced from a \$10,000 to a \$5,000 event. The City-sponsored events shown offered an opportunity for reductions at six percent, but would not fully eliminate the events, but reduce the costs for the services provided for the events. The reduction in costs was for the Community Service Department. As to the Car Show, the Community Services Department was responsible for the cost of \$30,000 for the event, staffing and expenditures, with the other cost for events spread across different departments, if a line item existed. If there were reductions in savings in other City Departments, as it related to staff contributions to other City-sponsored events, acknowledged a request that be shown in the revised budget. As to the reduction for the Newsletter Guide at \$20,000 for the Recreation Fund, it was clarified it would eliminate the Activity Guide and newsletter, but other print media was provided by the Communications Department. (Sasai)
- For the Recreation Fund, clarified the notation of the Library Closure for half of the fiscal year at \$94,000 related to renovations for the Pinole Library for the HVAC system and roof. (Sasai)
- For PCTV, and the proposed reduction in part time staff at \$18,000, clarified there were approximately three part-time staff in PCTV. If the City Council were to direct staff to make the Enterprise Fund self-sufficient, they would go back and look at the scaling of the model for the Enterprise Fund. How this reduction would impact full time staff would require full time staff to adapt to a cost-neutral program and it may result in less coverage in a subcommittee or committee meetings or community events, as examples, and may result in a staff person having to use their telephones to video record a meeting. (Sasai)

- For PCTV, the reduction in professional services would impact plans to hire a consultant to come in and do an evaluation of the production control and master control in the Council Chambers to streamline and modernize the system; part-time staff would be reduced from a \$30,000 to a \$18,000 budget, which would not eliminate a part-time staff member but reduce the number of hours the part-time staff would be working for the year, which hours would vary. (Sasai)
- Recreation Fund, the reduction in the Senior Lunch Program was again clarified and while revenue was received for the program, expenditures outweighed that revenue. Clarified Fridays involved a more reduced lunch program and the volume of participation depended on the day and the month. During the summer more seniors came out and in the winter people tried to buy multiple meals since it took them through three to four days of need. (Martinez-Rubin)
- Confirmed the initial budget deficit had been significantly reduced, but again the real challenge was CalPERS retirement and retiree medical, with staff working on a draft response for the City Council to look at options to manage those costs for new hires, which was an issue affecting most cities. (Mayor Tave)
- Funds for road repair were in separate funds in accounts waiting to be spent, and would be released to get roads improved, with Requests for Proposal (RFPs) due on June 8, 2026, to be brought to the City Council for approval as quickly as possible. (Mayor Tave)
- The PPD and Public Works Department six percent reduction scenarios were again clarified. When considering the \$500,000 in vacancy savings for the PPD, staff had incorporated the salary vacancy and overtime costs as an impact and evaluated them together, which resulted in the \$500,000 in savings. A ten percent budget reduction would impact 21 percent of the overall staff. The Police Chief had made cuts where possible and strategically, but the cuts would be getting into officers or dispatch if going above a six percent reduction, which staff hoped to avoid. (Mayor Tave)
- Acknowledged concern with the proposal to reduce the Senior Lunch Program, which was an essential program for many seniors, with staff confident they would be able to find the money in other types of cuts in certain areas, but cautioned if going much beyond needing to cover more than a \$100,000 deficit, they could be looking at cuts to staff. (Mayor Tave)

PUBLIC COMMENTS OPENED

Rafael Menis provided the following comments on the budget:

- Noted the PCTV fund cuts, as shown on Slide 22 of the PowerPoint presentation as compared to the Yellow Brick Road model, had shown significantly more cuts than had been shown on Slide 22. Asked whether it was equitable to expect one Department to face such substantial cuts, as compared to other City Departments and have those cuts separated out from the review of the rest of the process since it had been included in the six percent expenditure cuts and was its own line, and a big line.

- For the cuts to the Building and Planning Fund and the removal of some of the items under the Housing Element, as shown, asked if the City removed all of the allocations for a Housing Element program whether that would cause problems with Housing Element compliance, or was the City allowed to cut a program if not fiscally viable.
- For the cuts to the City Clerk's Office, it would reduce overview for the various subcommittees, which was a separate thing from the broadcast of the various subcommittees, and if the City wanted PCTV to operate as an Enterprise Fund, it would not help it operate as an Enterprise Fund if eliminating all support staff and capabilities since PCTV would not be able to go out and receive additional revenue.

Tracy Walker asked the City Council to preserve the funding for PCTV, which for more than 40-years had been capturing the history, memories and stories of the community and documented City Council meetings, school events, youth sports, cultures and celebrations, veteran programs local businesses and moments that made the City of Pinole special. She recognized PCTV Coordinator Dave Snell and Cable Access Technician Erick Wilson who had dedicated years of service to PCTV and the City of Pinole, through their commitment, helping preserve the history and memories of the community for generations, and also recognized Communications Director Epps for her leadership, dedication and commitment to assist with PCTV and the community. She stated they were more than employees; they were family.

After the loss of her father Robert Walker, Jr. and while navigating grief, work, families, responsibilities and running a small business, Ms. Epps, Messiers Snell and Wilson and the PCTV family showed up for the Walker Family, listened and encouraged and reminded Ms. Walker that life goes on and that she mattered, which compassion could not be measured on a budget spreadsheet. PCTV was also a vital resource for seniors, veterans and individuals with disabilities and residents who relied on the broadcast to stay connected to local government and community events. A 2024 community survey had shown that 92 percent of the respondents believed it was important or vitally important to preserve the core services that PCTV provided.

Ms. Walker asked the City Council to remember the people behind the numbers, the employees, volunteers, interns and crew members who had dedicated years of service to keeping the community informed, connected and engaged, with PCTV more than a television station, it was history, community and connection to one another. She asked the City Council to preserve funding for PCTV and continue to invest in a service that had faithfully served the City of Pinole and neighboring communities for more than four decades.

PCTV Coordinator Dave Snell commented he had remained neutral and respected the problems the City was facing, but having studied the six percent reductions for PCTV, if taking nearly 70 percent of PCTV budget, he asked how that would not equate to eliminating staff. He had been working for the City of Pinole for 29 years, in the same position with PCTV, which had been established by the City Council 42-years ago, and was the first of its kind technology office, funded in part by Cable Franchise Fees. Over the years as other governments began broadcasting their meetings, which were now required, other cities started their own offices, or began Information Technology (IT) offices with staff to run their meetings, and some used Public Works personnel.

For PCTV, the expected six percent cuts were moved to roughly 69 percent citing the City subsidy and enterprise account on the second page of the June 2, 2026 staff report.

There was no explanation of how PCTV was to operate with nearly a 70 percent budget reduction. As for the enterprise account, PCTV had not been managed in an enterprise account system for decades, with the unused funds swept back into the General Fund, including funds provided by the cable company for capital equipment.

Mr. Snell commented as an enterprise, PCTV could only charge their clients a direct cost, and he asked how they were supposed to earn enough funding to offset the Pinole subsidy or the Pinole work. Matching external sources for funding meant PCTV only worked for the paying client. On Page 189 of 268 of the agenda packet, a reduction of \$480,000 was identified for PCTV and on Page 192 of 268 of the agenda packet it was noted *Total expenditures are \$640,030, after reductions totaling \$35,821*, and it made no sense leaving the two full-time staff, their families and friends unable to define what was intended by the staff report.

Mr. Snell noted most of the work must go on, as required by SB 707, open meetings: meeting and teleconference requirements, requirements of the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG). Following a 70 percent reduction, if PCTV staff was cut, he asked who would be left to meet those state and federal requirements. Further, if staff was reduced, it was clear it would be staff who were over 40 years old; but he left that to Human Resources and the City Attorney to advise on that matter. If a greater than six percent cut was considered for PCTV, he asked for a delay to allow a thorough review of what they were looking at and to figure out how operations could actually take place without simply throwing out a giant number.

Debbie Long explained her comments would be general since three minutes did not allow for detailed questions for something as important as the budget trying to recover from a \$4 million deficit, and the topic of a Civil Grand Jury Report, which again should be heard in a Town Hall meeting. She found the City had got into this position by hiring too many Department Heads, with the title of Director. Since 2020, the City had doubled that title and with the doubling of that title came substantial salary increases. From 2020 to 2024, with the elevated titles, the City had increased the salaries for its Directors 71 percent, with total compensation increased by 83 percent, not taking into account years 2025 or 2026, which she was sure would conservatively account for another 20 percent increase to that number. She asked that everyone keep in mind, that those employees were unrepresented and not part of the union, where negotiation was not needed.

Ms. Long also commented the budget had made assumptions, including the county giving the City credit for fire protection from properties served in the county and there was a line item about the CCCFPD and annexation of which she was unclear. It had also been shown there would be no COLAs, and she was uncertain whether that had been negotiated with the unions. She asked if the budget included the higher contract costs for the new City Manager and noted the budget also called for severely reducing and in effect closing PCTV, which she suggested would be a huge mistake. PCTV kept citizens informed and ensured the City's history was documented. Before any cuts were made in the rank and file, she suggested a cut or two should be made in the Director positions which may take care of the deficit.

Ms. Long emphasized that Mr. Snell had given his professional career to the City of Pinole and was now close to retirement. She questioned whether the City intended to lay him off, the only staff person to be laid off, who was close to retirement and likely over 50 years of age.

Ms. Long again asked for a Town Hall meeting, asked how much of Mr. Snell's expenses for PCTV had been attributed to other Department Heads, and how much the City Manager, Communications, Finance and Human Resources Directors had been included in those expenses, since those people rarely touched PCTV any more than the City Council. She added that years ago the City Council fired a beloved City Manager, which had resulted in a huge recall and which the current City Council should think about.

Irma Ruport commented the City had been through this road before, including the recession where half of the staff was gone and the City was going bankrupt. This scenario could be repeated in the next year and everyone needed to be serious. She had been a resident of Pinole when that reduction in staff occurred, she had worked for the federal government in the past and had experienced job reduction, and while it hurt, entities had to live within their means. She noted that 80 percent of City staff was new and came on board in the last three to four years, and the City was full at the top level. The City needed to look to the Department Heads who were overly staffed, including the City Clerk, Finance, Community Development and Human Resources Departments.

Ms. Ruport also agreed with the comments offered by Mr. Snell about PCTV. Mr. Snell was PCTV, that person who created and kept PCTV alive. She questioned why the City would transfer him to the City Manager's Office away from Recreation and then place the IT group with the City Manager at over a million dollars. They also had a Communications Director position open in the past year, with that person given a substantial raise and title, and that needed to be revisited, including revisiting some of the positions opened by prior City Managers. She reiterated the prior City Manager approved some of the positions, and while she had asked the former City Manager why she was doing it, she was told because she could. She asked the City Council to save PCTV and the Senior Center and consider the formation of a Citizen Oversight Committee that would meet once a month. She also agreed the City needed a Town Hall discussion on the budget since three minutes was not enough time to discuss the entire budget. She reiterated she was a long-time resident and this was not the first time the City had gone through a similar situation. She wanted to see the City Council do something now and get some of the staffers out who did not want to do their job.

Anthony Vossbrink thanked the previous speakers who took the time to appear before the City Council and partake in the public comments, with the most interesting comments that could be and should be heard on a regular basis, such as the need for Town Hall meetings and other open forum opportunities to provide more transparency and open communication with the public. He echoed the comments made 100 percent. He also questioned some of the numbers provided, generally speaking in the different City Departments, and rather than cut and cut and have takeaways, he would like the community asked what ideas they may have to put forth and show the public some respect by entertaining their comments and/or agenda requests, rather than the Mayor being dismissive almost on an ongoing basis.

Mr. Vossbrink referenced the proposed reduction to the Senior Lunch Program, from four to three days. He pointed out in the past the program had been offered five days a week but had later been reduced to four days, and during COVID may have been reduced further, but seniors should not be forced to give up their lunch program. He questioned how much money would really be saved by reducing the program one day, and noted over the past several months, the Senior Lunch Program had already been reduced by the Community Services Director.

There was also no mention of the fact that a staff person worked three to four days a week at the Senior Center. Mr. Vossbrink further commented the person who operated the Pinole Car Show put in a lot of his own time for the event.

Phoebe Polk expressed concern with the possible reductions to PCTV, as outlined in the PowerPoint presentation, since PCTV provided information to the public about City Council activities and other outreach. While the Interim City Manager had suggested PCTV could be replaced with some type of phone-based technology, and while that may be the case, it could be transitioned in overtime and not be part of one giant cut to the entire budget for PCTV. She found the proposed reductions to PCTV to be too much with the actual cuts totaling \$480,000, two thirds of the PCTV budget which would basically shutter PCTV. It would also clearly come from the salaries of the staff for PCTV and the City would basically be firing all PCTV staff.

Ms. Polk commented that while the Mayor stated he was doing everything possible to preserve jobs, that was not being accomplished by eliminating PCTV. She suggested \$100,000 could be saved and rather than pay \$309,000 to the new City Manager, the City could pay \$170,000 to a new City Manager and look for someone local who could do the job. There were 18,000 people in the City of Pinole, and there should be one person that could do the job of City Manager. She commented her grandmother moved to Pinole 60-years ago, recently passed away, and lived in the City for 50-years. She moved to Pinole since her grandmother told her how great the City was, the Senior Lunch Programs were where she would meet her friends and hang out in the Senior Center and be part of the senior community. Other family had come from out of town to attend the Car Show, which was a big draw for West County, and she asked whether the City had considered local dealerships to sponsor the Car Show to make the \$30,000 expense more manageable.

Peter Murray commented this matter had become personal to a lot of people. He had been through several recessions with the City of Pinole and the topic of PCTV was always on the chopping block and the first thing that came up, although the community became concerned and there was a lot of discussion in the community about transparency. He commented the one thing the City had was a public access channel, where information got out to the public. If the City Council were to pursue that path, he cautioned it to be prepared. He recognized hard decisions had to be made but stated the City always found a way.

Referencing the budget for the Pinole Library, Mr. Murray asked the City Council to ask the County Library Commission whether the costs were spread out across the board in that while everyone called it the Pinole Library it was also West County's library. He would like the City to ask the County Library Commission if the City was getting a fair break on the library. He also understood the City found \$1 million as part of the contract with the CCCFPD, but asked whether the City had spoken with the CCCFPD about what Pinole had given to the CCCFPD, and the ability to cover Carriage Hills and area out to the City of Martinez. He understood the CCCFPD got two free fire stations out of that deal, which may not have been equitably applied.

Mayor Tave declared a recess at 8:25 p.m. The City Council meeting reconvened at 8:33 p.m. with Council members Martinez-Rubin, Toms and Mayor Tave present in-person and Council member Sasai present remotely.

Kurt Pless, a pro advocate for PCTV and Mr. Snell explained he knew Mr. Snell for almost 15-years and he was excellent at what he did. He reported Ms. Long had provided the City Council with three pages of what Messieurs Snell and Wilson went through each week, and who used to do all of the tasks with the help of 13 people, but were now down to two people. Based on his knowledge, both men did a great job.

Mr. Pless explained he had volunteered for PCTV and his son used to work for Mr. Snell and later attended U.S.C. and was able to attend the university thanks to Mr. Snell and his crew. He suggested three pages of their duties did not cover the job provided by Messieurs Snell and Wilson. He thanked Mr. Snell for all he had done and he begged the City Council to keep Messieurs Snell and Wilson and PCTV. He pointed out this meeting would not take place if Messieurs Snell and Wilson were not present and nothing was being done to keep them. Mr. Snell had gone above and beyond the call of duty for the City of Pinole, with nearly 30-years of dedication, and he again commended both for their work that benefitted the City.

Mari (no last name given) supported PCTV as a resident of Pinole for about 15-years and coach for several children within the community, most recently as a commentor and announcer working with PCTV, announcing one of the Pinole Valley High School (PVHS) football programs. He supported PCTV and if it were cut stated it would be a travesty to the community. PCTV was the voice of and to the people and in a time where there was so much noise out in the community and around the world, the City needed a way to amplify the voices and keep proper programming for Pinole residents. Eliminating PCTV would silence voices and should not be done. The City Council was asked to think about this decision and keep PCTV.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin asked about the differences between the reductions for PCTV in the PowerPoint presentation and the \$480,000 total reduction that had been quoted along with the assertion from the public that PCTV would be going away, which was not what they were talking about. She asked for clarification from staff on what programs would be affected by the proposed reductions to PCTV.

Interim City Manager Evans recognized PCTV was unique as compared to other cities in the County, a positive gem in the City and the proposed cuts had not been taken lightly; however, PCTV was something listed in the Civil Grand Jury Report as the elephant in the room, and as noted on Page 13 of the Civil Grand Jury Report had been listed in Finding 3 requesting a response from the City. The reason for the two different numbers was the City was originally considering the six percent reduction, which was why the smaller numbers were shown, but when looking at how much was going into the \$480,000, it was either an A or B, and if PCTV were to act as a true Enterprise Fund, the expenditures should match the revenues or close to it, at \$480,000. It was acknowledged that changed the model quite a bit and the focus would be on City Council and Planning Commission meetings, and that would be a change to PCTV as it existed today.

Communications Director Epps clarified the impacts if \$480,000 was cut from the PCTV budget.

It would include scaling back a lot of operations and result in the inability to operate a public access center, which provided the Public, Educational, and Governmental (PEG) programming, government meetings, inclusive access to the PEG media that helped viewers stay informed, free and low-cost video production services and related training. Audio Visual (AV) equipment available to the public would not be available, station and field equipment usage would have to be evaluated, administrative budgeting and oversight for station operations to run the two cable channels would be impacted, historical archiving, video management for the City including both community and City files as far back as the 1950s would not be able to be managed and would require an alternative or discontinuation, inability to provide audio and visual support to the City of Pinole Departments with those services to go back to staff to do their own meetings for public meetings and events, workshops, mayoral conferences and Public Address (PA) system requests for certain events and ribbon cuttings, which all required specialized knowledge and training.

There would also be impacts to AV operations, hybrid meetings, staff would have to be trained to do those things at a scaled down level, and they would not have the same City Council meeting production the City had been used to over the past few years. In addition, there would be an inability to support the residents' organizations and local businesses in sharing their stories. Further, discontinuation of sponsored advertising for local businesses, event coverage, local news features, ribbon cuttings, public access programming, discontinuation of the Beat of Pinole series, sports broadcasts would also be impossible. Lastly, external contracts for services would have to be discontinued and end training and hands on media experiences for media and communications fellows in the areas of video production and journalism, and the channel programming for PCTV would change.

Council member Martinez-Rubin asked staff to clarify the ADA requirements Mr. Snell referenced for PCTV and any other requirements. While she understood things would have to be pared back or scaled down, she asked whether there were some requirements that were essential to be in place for PCTV. She asked whether the City would meet its public access broadcasting channel requirements with the budget reductions being proposed.

Interim City Manager Evans recognized PCTV was a platinum version as compared to other cities, and offered an excellent level of service. He noted other cities did what was required under \$100,000 a year. It was a balance of nice to haves and must haves. He suggested possibly an emergency meeting with the Finance Subcommittee could be considered before the June 16, 2026 City Council meeting or the City could consider working down the reductions in phases, but he referenced the challenges of the Civil Grand Jury Report where there was no good choice.

Council member Martinez-Rubin acknowledged the comments from the public that this was not the first time PCTV had faced difficulties and encountered the need to reduce services. That had become more real and acute and the City must pay attention to the Civil Grand Jury Report when considering reductions to ensure there would not be a greater gap between expenses and revenue. It was disappointing that ways to reduce some of the City subsidies had to be considered given the efforts that had been made over the years to increase visibility to City Hall and accessibility to information, which staff had produced and delivered and the community had become used to, and it would be difficult to step back.

Council member Martinez-Rubin also referenced the County Animal Services contract and asked whether there were any possibilities for modifications and whether the City was getting what it was paying for in terms of the contract.

Interim City Manager Evans commented the same questions was being asked by other cities and the contract was a common challenge for the Public Managers Association (PMA) to control those costs.

Interim City Manager Evans stated the contract had gone through multiple rounds of evaluation at the PMA level and was a very expensive and necessary endeavor. Two years ago, the PMA offered a difference in the formula of the contract, which effort was ongoing and was being considered since certain communities had a higher call volume versus others, so a per capita cost was not equitable. He did not see a new contract would be in place for this coming fiscal year and that cost was part of the Community Services Department budget.

In response to Council member Toms, Interim City Manager Evans again clarified the proposed budget cuts for PCTV, which would be for the next fiscal year and again clarified the General Fund Revised Proposed Budget – Potential Balancing Measures, with a PCTV reduction to match revenue at \$480,000.

Council member Toms referenced the service levels in other communities that broadcast their meetings and noted for many other committees where she served, they used Zoom with the Owl camera up front and broadcast through social media. She added the budget for PCTV had shown external charges at \$29,651, she assumed was for coverage of meetings in other communities, and she asked if that covered costs.

Interim City Manager Evans advised it covered the costs.

Council member Toms found that was not necessarily a loss of Pinole services but if they were to reduce the staff the revenue would go away.

Council member Sasai referenced the reduction for the Recreation Fund for the Senior Lunch Program at \$15,000 and suggested it was non-negotiable for him to make this reduction. He suggested that now was not the time to cut meal programs for seniors and older adults and for a demographic that was impacted by a lot of different cuts in services. The nation was going through an affordability crisis with cuts to Medical and food access, a direct result of House Resolution 1 (H.R.1), which would go into effect soon. He suggested that item should not be cut, for the reasons stated and it would be unconscionable to make that cut at this time.

Council member Sasai also referenced the proposed cuts to PCTV and asked why a full budget was not attached to the agenda packet and why the \$480,000 in total cuts was not elaborated in the staff report.

Interim City Manager Evans clarified the presentation was not done in time for the agenda packet, and that was his fault.

Council member Sasai recognized PCTV had been an easy target for cuts. Before he was elected to the City Council, PCTV was not just a benefit and amenity to Pinole but a necessity, and unless residents were aware of what was going on in the City, it was not doing a service to the community and reduced democracy. He understood the need for a balanced budget and the need to avoid staff cuts at all costs. He was also aware of the potential impacts if \$480,000 was reduced from the PCTV budget. He asked staff to elaborate what a \$480,000 budget reduction to PCTV meant in actual cuts to staff, particularly to full time employees.

Interim City Manager Evans commented without having the salary schedule, it would be dramatic matching what was seen in levels in other cities that did not have full time staff for this work.

Council member Sasai recognized the public wanted to know the impacts to staff, and not understanding whether or not that was a complete elimination of the full-time positions, or a dramatic reduction to part time positions, he personally was of the opinion that PCTV had been understaffed for a long time. He was familiar with PCTV staff who had experienced cuts in the past. He could not support the \$480,000 budget reduction to a level that would dramatically reduce PCTV and impact existing staff who had done a wonderful job. He was disappointed they may have to go back to the drawing board and figure this out. He was aware most cities did not have the same level of excellent production, which was one of the great parts of Pinole. During his four years on the City Council, he had never run into a constituent who wanted to cut or have fewer services from PCTV.

Interim City Manager Evans commented that if \$480,000 went back into the budget, plus the \$15,000 for the Senior Lunch Program, to balance that out cuts would have to be considered to three full-time employees somewhere.

Council member Martinez-Rubin offered an idea for the line item, Stipends for High School Students Internships, which had been a proposal from a couple of years ago. For the current year, there was an allocation of \$8,700, which was half of the cost of the Senior Lunch Program. She suggested those funds be used for the Senior Lunch Program.

Council member Toms commented that as much as it pained her to reduce the senior meals, during the three days meals were provided there was a possibility that people could get additional meals to take home. She had a side conversation with staff about other meal programs in other areas.

Mayor Tave stated that CalFresh was being reduced and due to H.R.1, there would be further reductions in available resources which would hit every community hard. The problem was usually legislation like this would not have an impact for another six months, and they were trying to curb that over time. He preferred to consider other items at this time and had some options to offer for PCTV. He supported the Senior Lunch Program going back to four days a week at \$15,000 in preparation for a food need and which had been a critical service during COVID.

Mayor Tave offered a motion, seconded by Council member Sasai to keep the Senior Lunch Program in the budget with staff to find the \$15,000 to make that happen.

ACTION: Motion by Mayor Tave/Council member Sasai to keep the Senior Lunch Program in the budget with staff to find the \$15,000 to make that happen.

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

Clarifying the existing intern program, City Clerk Bell-Spears reported there were currently zero paid interns for the City Council, but in the past there had been two interns for a period of time.

Council member Sasai stated he believed in the success and impact of the intern program as a great addition, but given the deficit, the priority had to be staff. He was not just looking at the City Council interns but those for PCTV and in different City Departments. He understood the Housing Element Interns were paid and he would like to dive deeper into seeing what the impacts may be if the paid internship programs were eliminated.

Mayor Tave found a reduction in interns was in order, but he asked to retain at least one intern for the City Council so that the program maintained some level of opportunity for students.

Council member Martinez-Rubin understood that required a Council member to be available to function as the intern’s guide, and asked whether it was realistic to anticipate any Council member would be available to function that way and have a high school student be their intern since it had not been the case this year nor in the year prior, which was why she proposed to consider the program be suspended until such time as there was a need again and availability of Council members to do as intended, to guide the high school students.

Mayor Tave understood they were considering the removal of the program from the books and reintroducing the program when there was a discussion amongst the City Council to do so.

ACTION: Motion by Council members Martinez-Rubin/Toms that the Stipend for High School Students that was currently for this fiscal year in the City Council budget, be eliminated in Fiscal Year 2026/27.

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

Mayor Tave asked staff to clarify how PCTV could act as an Enterprise Fund. He asked whether an Enterprise Fund could fund itself, with all revenue generated by PCTV to go back to PCTV, with charges to the City to go back and different customers to come back to the program, generating around \$200,000. He asked how the City would fund the Sewer Enterprise Fund, as an example, so that it could become self-sustainable.

Interim City Manager Evans explained ideally they would have reserve funds in a reserve program, around 30 percent in reserves to cover shortfalls.

Mayor Tave understood the City would need \$180,000 for the next fiscal year to augment PCTV, and with the \$200,000 in revenue and an additional \$180,000 in reserves, it would get them to January 2027. He asked if that was enough for a program like PCTV to run on its own. He understood the Civil Grand Jury Report had identified PCTV as being subsidized year after year, which was not working, and he imagined grants and the freedom to start working as an enterprise with outreach. He asked if there was a strong business plan that could be developed for PCTV to allow it to continue.

Interim City Manager Evans explained the model currently was \$200,000 and they were asking them to increase it three to four-fold, and the question was whether there were customers out there that PCTV could serve. A stretch would be doubling, tripling or quadrupling, which was a huge task in six months, and what would happen if the funding targets were not reached.

Mayor Tave commented the City had not operated PCTV as an enterprise for the past ten years or so and the City had been supplementing PCTV to the tune of around \$4.8 million based on a straight-line match, and he acknowledged anyone on a Grand Jury would look at that cost. He asked how an organization could provide that level of service and generate that revenue, or whether the City should double its prices for PCTV.

Council member Martinez-Rubin noted that was provided customers wanted to pay. PCTV had attempted to find additional locations to record and perhaps those efforts should be revisited, since she could not recall how successful those efforts had been.

Mayor Tave commented to date he had never seen an actual revenue generating plan, and while it had been mentioned at the City Council level including grants and a member of the public suggested reaching out to local car dealerships for consideration of sponsorships of some events, and other businesses that may help support the program, he wanted to understand what steps had been taken to support PCTV.

Council member Martinez-Rubin reiterated there had been attempts, and whether or not that was feasible at this point was unknown since much of the expenses incurred by a city were affected by the economics of things and the higher cost of things, and if they were trying to be responsive to the Civil Grand Jury Report, part of the response would include mentioning that and the expectation of the public. She was uncertain whether a business model was applicable because if PCTV was a business it would not be active at all.

Mayor Tave asked whether there was a business plan for PCTV, to which Interim City Manager Evans understood there was no business model for PCTV.

Mayor Tave suggested they could take \$200,000 being generated in revenue and go to a bank and provide a business model with the revenue anticipated and grow that business. Unsure that was the way they wanted to go, to date, he questioned the plan, if any, for PCTV. If there was no plan, the City could no longer afford it.

Council member Martinez-Rubin did not want to leave it up in the air, the City could not go to a bank and there were certain ways a City could accept revenues.

Interim City Manager Evans commented a bank would want to tie it back to the General Fund.

The City Council continued to discuss the status of PCTV at length and it was recognized that the City would not be able to come up with a business plan in a few weeks.

Council member Toms commented if the City had to consider the worst-case scenario and eliminate the General Fund subsidy for PCTV, she was unclear what would be left of the program and what that would look like. She understood the City would not get the revenue for existing services with the budget cuts and was uncertain the internal department transfers would survive. Council member Toms recognized this was a big issue that needed to be addressed, but wanted to know what PCTV would look like if a worst-case scenario was considered.

Mayor Tave agreed it was fair to understand that and he understood that the City Council meeting of June 16, 2026 was the turnaround to discuss this item, but it was a slippery slope once one thing was cut in that revenues were impacted, and the City may not have enough revenue to continue the program. The Civil Grand Jury suggested not using one-time funds to supplement ongoing costs, but it seemed like what they were pushing themselves into was to generate some type of revenue by taking from something else, which was not a good idea either.

Mayor Tave referenced the Vehicle Impact Fees (VIFs) and asked if they were tied to just roads, when they could be used and were they tied to the General Fund.

Public Works Director El-Guindy explained the VIFs could be used starting in July 2026. To date \$1.2 million had been generated in VIFs, which were specific to roads, with the fees generated from the impacts from garbage trucks on the roads. As to whether Measure S funds were available, she could provide clarification as part of the presentation for Item 11B.

Mayor Tave asked the Interim City Manager if he saw a scenario where that could happen and was informed it was a long shot because there were certain Measure S types of activities for roads and other things that belonged to roads and the CIP needed it.

Council member Sasai wondered about the \$480,000 PCTV number and the mention by the Interim City Manager if that was added to the shortfall, what that meant for the number of FTEs in the City and the potential dire impacts if the PCTV reductions were not made. The City Council needed to look into decreasing the \$480,000 total to a point where it would not impact staff in PCTV. He suggested they could not take on that task at this hour, but recommended the Finance Subcommittee call a meeting between now and the next City Council meeting to investigate that issue and figure out with the Interim City Manager, Finance Director and City Treasurer how to reduce the \$480,000 number without impacting the staff at PCTV.

Mayor Tave commented the hard part for him was there needed to be time for staff to digest the \$480,000 number, and there was a short window to do that. Also, the Interim City Manager made it clear that number equated to cuts to three FTEs somewhere, and if not to PCTV, it could be the PPD, or Public Works and the City could not make the \$480,000 disappear but they could try to spread it out and discuss possible scenarios. This was a very real issue, and very real deficiency in the budget and the question was whether PCTV could be supported. The Civil Grand Jury Report stated the City could not support PCTV and the scenario before the City Council showed it could not be supported. The question to the Interim City Manager and staff was whether there was some ability to reduce the \$480,000 total for PCTV and could it be supplemented with one-time funds, but again that was not recommended by the Civil Grand Jury.

Mayor Tave recognized PCTV was one of the oldest public facing services in the City and the City Council had to consider whether there were any opportunities, but at this time it did not look like that was the case.

Council member Toms suggested a period of transition for three to six months for PCTV was worth considering. She clarified if the City Council did not consider reductions there would be a deficit of \$557,000, equating to about three FTEs, but if considering cuts to PCTV, it would result in either two or one and a half FTE, and the Council needed all of that information in front of them. Mayor Tave suggested enough runway to have a discussion. He also recognized there was \$94,000 in savings from the library but that was one-time monies.

Interim City Manager Evans suggested another thought was to cut the reductions in half for PCTV and go into two years, and in the next year, the subsidy would be no more than \$240,000 and they still would have the different contracts, and PCTV would have a year to figure it out and staff would have to find options for the City Council for that consideration. If the Finance Subcommittee could meet in the interim that would be great, but if not, the City Council must discuss this topic during the June 16, 2026 meeting and the City had to have an approved budget by June 30, 2026. He pointed out the budget could be changed as many times as desired starting July 1, 2026. He suggested there was a way to lay out the plan, and staff could start in earnest to see how to reach the \$240,000, possibly closer to \$300,000 in cuts. There were a couple he had in mind, but would have to speak with a couple of City Departments.

Council member Toms referenced Council member Sasai's recommendation for another Finance Subcommittee meeting and suggested a couple of dates be held out in the event a decision was unable to be made during the June 16, 2026 City Council meeting. She recommended the date of June 23, 2026 be reserved for a Special City Council meeting. She added in the next two weeks before the next City Council meeting, there may be a better understanding of what the carryover may look like and having one-time funds for an ongoing budget was not the way to go, but may ease the hurt if that number was known.

Council member Martinez-Rubin noted that additional meetings to adopt the budget had been held in the past, and would provide some time. She supported the option for another meeting on June 23, 2026. She offered a motion to that effect.

Council member Toms offered a motion to reserve the date of June 23, 2026 for a subsequent City Council meeting if the City Council was unable to get everything done on June 16, 2026.

ACTION: Motion by Council members Toms/Martinez-Rubin to reserve the date of June 23, 2026 for a subsequent City Council meeting if the City Council was unable to approve the budget on June 16, 2026.

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

B. Revised Proposed FY 2026/27 Capital Budget and Five-Year Capital Improvement Plan. Action: Receive Report and Provide Direction (Heba El-Guindy)

Public Works Director El-Guindy provided a PowerPoint presentation for the Revised Capital Improvement Plan for FY 2026/27 – FY 2030/31 and the Annual & Priority FY 2026/27 Capital Projects, which focused on changes made to the presentation since it had been presented to the City Council on May 19, 2026.

The proposed five-year CIP contained 49 projects under five categories (Facilities, Parks, Sanitary Sewer, Stormwater, and Roads) and 7 infrastructure assessments and the FY 2026/27 Annual and Priority Projects including 9 Facilities, 5 Parks, 9 Sanitary Sewer, 3 Stormwater, and 16 Roads, in addition to 4 Infrastructure Assessments.

It was also clarified how the priority settings for the CIP projects had been based whether state or regional mandated targets and associated reporting and standard requirements, priority needs in review of existing deficiencies and potential impacts, funding sources and grant funding deadlines, project schedules and ongoing progress.

Public Works Director El-Guindy walked through the projects for facilities, parks, sanitary sewer, stormwater, and roads, highlighted any changes proposed to the projects since last presented to the City Council on May 19, 2026; priority rankings, and the seven infrastructure assessments. She clarified for the facilities category, the Pinole Shores Corporation Yard project (FA2602) that was fully funded by Measure S for \$400,000 had been postponed to the following fiscal year. She also highlighted the review and approval process for the CIP and the Five-Year CIP Budget Summary.

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

- Acknowledged appreciation for the priority rankings and funding source information for the CIP projects. Confirmed the Infrastructure and Transportation Ad Hoc Subcommittee had been provided information for all projects, including all of the consultants and contractors on board. (Martinez-Rubin)

PUBLIC COMMENTS OPENED

Rafael Menis asked when the VIFs would actually have numbers associated with the line item in FY 2026/27 though FY 2030-31, Five-Year Capital Improvement Plan as shown on Page 199 of 268 of the agenda packet, and for the City of Pinole, Capital Improvement Plan FY 2026-27 through FY 2030-31 Funding Summary as shown on Page 202 of 268 of the agenda packet, and whether that information would be provided in time for the June 8, 2026 Planning Commission meeting or the June 16, 2026 City Council meeting.

Interim City Manager Evans stated the information should be included in the June 16, 2026 version of the documents for the City Council meeting.

Public Works Director El-Guindy also clarified the \$3.7 million for the pavement rehabilitation project, between the two projects would be in time for the second request for bids, in late July early August, with the \$1.2 million added to that, which would increase the scope of the project.

PUBLIC COMMENTS CLOSED

Council member Sasai referenced Facilities & Real Estate Master Plan (IN2301), which was not something the City Council had requested, but he understood in speaking with staff there was some type of inventory of City properties.

Council member Sasai offered a motion to move the project to the unfunded category. He noted the document stated it was unfunded, but it was still in the CIP, which staff should clarify.

Public Works Director El-Guindy clarified Facilities & Real Estate Master Plan (IN2301) was an infrastructure project that had been planned for fiscal year 2027/28 for \$200,000 out of Measure S funds. The project was not planned for fiscal year 2026/27, with the thought for the City Council to consider its priority in a future year, unless the Council wanted to change that.

Council member Sasai understood the project was not funded for this fiscal year. He was of the opinion there was an inventory of properties in Pinole, and \$200,000 was a lot of money that could be a sales price for a City-owned property. The project was not something that originated from the City Council and was a staff recommendation. He suggested those funds could be used somewhere else to better benefit the residents of Pinole.

Council member Sasai offered a new motion, seconded by Mayor Tave, to eliminate Facilities & Real Estate Master Plan (IN2301) completely from the CIP.

Council member Martinez-Rubin commented if the City was not going to do anything with the funds and since those funds had not yet been allocated, it would not affect this year's budget and made no sense to reduce it altogether given that environments and conditions changed. The need may still be there and she would leave the project as is since it would not affect the City at this point.

Council member Sasai asked staff whether they foresaw any sort of outside or grant funding to fully fund a Master Plan such as that being proposed as part of IN2301.

Public Works Director El-Guindy reported there were planning types of grant funds staff could look into. She had not looked at the \$200,000 number to assess given the existing information whether that much was needed or not, with that number on the books for a number of years. She could look into that as well and see what would be reasonable.

Council member Sasai commented that it took staff capacity to research the grants and apply for grants, and it may not happen in the first round, but could in subsequent rounds. He noted there was an inventory of properties already and the City did not need a Facilities & Real Estate Master Plan to tell them about properties already owned by the City. He suggested the project should not be kicked down the road for a future City Council and loom over their heads since it was not a priority for this City Council.

Interim City Manager Evans explained that Measure S funds were General Fund monies, and if potentially allocated that was taking away resources from something else, particularly given that there was no certainty that it would be needed in two years. Staff could create a general detail of properties and their annual maintenance without needing to spend \$200,000.

ACTION: Motion by Council member Sasai/Mayor Tave to eliminate the Facilities & Real Estate Master Plan (IN2301) completely from the CIP.

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

Council member Sasai referenced Plum Street Parking Lot Improvements (FA2302), which had been the only project on the CIP that was marked as a low priority and had been discussed in the past. He offered a motion, seconded by Mayor Tave to move the project to the unfunded category.

Public Works Director El-Guindy clarified Plum Street Parking Lot Improvements (FA2302) had been scheduled for fiscal year 2027/28 for \$220,000 out of Growth Impact Fees.

Council member Toms noted the City had an Infrastructure and Transportation Ad Hoc Subcommittee, the project was not planned for this fiscal year, and it would be helpful to forward any concerns to the Subcommittee to vet the project and consider changes to projects that were on the books for fiscal year 2027/28. She would like the Subcommittee to take a deeper look at that project.

Council member Sasai commented the Infrastructure and Transportation Ad Hoc Subcommittee was free to look at the projects on the unfunded list and in future years move it back to the funded category. He understood the road rehabilitation projects would take multiple years and would be done in phases, and suggested the City should not be losing focus in terms of capital projects. They had to get to the root of what Pinole residents wanted and ensure roads were paved. He restated his motion to move the project to unfunded with the Infrastructure and Transportation Ad Hoc Subcommittee to take a look at unfunded projects and make a recommendation.

In response to Council member Martinez-Rubin, Public Works Director El-Guindy clarified Plum Street Parking Lot Improvements (FA2302), was intended to make the site more secure with appropriate fencing and the like.

ACTION: Motion by Council member Sasai/Mayor Tave to move Plum Street Parking Lot Improvements (FA2302) to the unfunded category.

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

Council member Sasai explained he intended to bring FA2302 back for further discussion at the end of the budget cycle. Referencing Upgrade to City Pools, (FA2502), this was another project that had not been scored as a high priority, and he offered a motion to defer the project one fiscal year allowing staff capacity to prioritize roads.

Public Works Director El-Guindy clarified Upgrade to City Pools, (FA2502), was planned for fiscal year 2026/27 at \$200,000 from Growth Impact Fees, mainly for the lining of the pools, with quite a bit of equipment having already been replaced. She added the shed needed to be upgraded and benches and the locker room needed to be replaced.

Mayor Tave seconded the motion but clarified if the pool lining needed to be replaced that meant there was a leak and he asked for clarification.

Public Works Director El-Guindy confirmed there was damage, with the \$200,000 mostly for repairs to damaged areas.

ACTION: Motion by Council member Sasai/Mayor Tave to defer Upgrade to City Pools (FA2502), to the next fiscal year allowing staff capacity to prioritize roads.

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

Council member Sasai explained he intended to also bring FA2502 back for further discussion at the end of the budget cycle.

Council member Sasai referenced Skate Park Rehabilitation (PA2202), which was fully funded for this year with Growth Impact Fees, and was not something most residents brought up as opposed to roads as a priority. Since the project would take away capacity for other projects of concern for Pinole residents, he offered a motion to defer the project to fiscal year 2027/28.

There was no second to the motion.

Council member Sasai stated he would also bring this item back for further discussion when the CIP came back since the City had to focus on roads this fiscal year.

Council member Toms noted there was currently damage to the Skate Park, which had uneven pavement and which was dangerous for children, and if it continued it would have to be closed and cordoned off and was, in her opinion, a high priority.

Council member Sasai noted the priority score for Skate Park Rehabilitation (PA2022) was Medium whereas there were other projects with a higher priority that were either in progress or phased.

Public Works Director El-Guindy noted the recommendations including the project to be removed from the CIP.

Public Works Director El-Guindy clarified the unfunded projects that had been included in the packet were not forgotten, they were applying for grants for implementation, they were not part of the CIP, but some of them, such as the signals project, would fall under the umbrella of the Signal Upgrades and for the Local Road Safety Plan. Staff was pursuing grants for multiple recommended improvements as part of the unfunded projects.

12. NEW BUSINESS: None

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

Only open to members of the public who did not speak under the first Citizens to be Heard, Agenda Item 6.

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

Rafael Menis reported there was a third airborne disease besides Influenza A and COVID-19, RSV, and while he was no longer symptomatic, he was wearing a mask on the side of caution as a result. He also took the opportunity to read into the record the text of the Civil Grand Jury Report, Findings 1 through 16.

14. ADJOURN to the Regular City Council Meeting of June 16, 2026 in Remembrance of Amber Swartz.

At 10:24 p.m., Mayor Tave adjourned to a Regular City Council Meeting of June 16, 2026 in Remembrance of Amber Swartz.

Submitted by:

Heather Bell-Spears CMC
City Clerk

Approved by City Council:



City of Pinole, CA

9B WARRANT LISTING By Vendor Name

Payment Dates 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3236 - ACCURATE PRINTING					
1985	110069	06/12/2026	212-462-42201	DOORHANGER FOR BLDG	799.48
Vendor 3236 - ACCURATE PRINTING Total:					799.48
Vendor: 3226 - ADRIAN FLORES					
05232026	110070	06/12/2026	209-20308	FULL SECURITY REFUND EVENT ON 5/23/26 PSC	563.00
Vendor 3226 - ADRIAN FLORES Total:					563.00
Vendor: 3228 - AHMANI MILLER					
06022026	110071	06/12/2026	100-116-42110	PRE EMPLOYMENT LIVE SCAN REIMBURSEMENT	67.00
Vendor 3228 - AHMANI MILLER Total:					67.00
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
3180070	110072	06/12/2026	100-116-42101	CONSULTING FEES JUNE 2026	2,083.37
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.37
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
51245	110073	06/12/2026	100-112-42101	MAY 2026 ONLINE CODE EDITING	34.47
51334	110073	06/12/2026	100-112-42101	MAY 2026 S-28 EDITING	430.15
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					464.62
Vendor: ASC03 - ASCAP					
100006855801	110074	06/12/2026	209-551-42514	LICENSE FEE 060126-12312026	267.17
100006855802	110074	06/12/2026	209-551-42514	LICENSE FEE 01012027- 05312027	190.83
192000421044	110074	06/12/2026	209-551-42514	LIC FEE 01026-05312026	5.42
Vendor ASC03 - ASCAP Total:					463.42
Vendor: 2976 - AUTUMN PRESS, INC.					
849001-1	110075	06/12/2026	209-551-42514	CITY PROGRAM POSTCARDS	6,012.15
Vendor 2976 - AUTUMN PRESS, INC. Total:					6,012.15
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
18286	110076	06/12/2026	100-110-41007	LIFE INSURANCE BENEFITS FEB. 2026	1.94
18286	110076	06/12/2026	100-110-41007	LIFE INSURANCE BENEFITS FEB. 2026	5.85
18286	110076	06/12/2026	100-111-41007	LIFE INSURANCE BENEFITS FEB. 2026	-48.17
18286	110076	06/12/2026	100-111-41007	LIFE INSURANCE BENEFITS FEB. 2026	-15.94
18286	110076	06/12/2026	100-112-41007	LIFE INSURANCE BENEFITS FEB. 2026	51.81
18286	110076	06/12/2026	100-112-41007	LIFE INSURANCE BENEFITS FEB. 2026	17.14
18286	110076	06/12/2026	100-112-41008	LIFE INSURANCE BENEFITS FEB. 2026	23.70
18286	110076	06/12/2026	100-113-41007	LIFE INSURANCE BENEFITS FEB. 2026	5.14
18286	110076	06/12/2026	100-113-41007	LIFE INSURANCE BENEFITS FEB. 2026	15.54
18286	110076	06/12/2026	100-115-41007	LIFE INSURANCE BENEFITS FEB. 2026	25.62
18286	110076	06/12/2026	100-115-41007	LIFE INSURANCE BENEFITS FEB. 2026	77.43
18286	110076	06/12/2026	100-115-41008	LIFE INSURANCE BENEFITS FEB. 2026	71.10

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
18286	110076	06/12/2026	100-116-41007	LIFE INSURANCE BENEFITS FEB. 2026	19.80
18286	110076	06/12/2026	100-116-41007	LIFE INSURANCE BENEFITS FEB. 2026	59.86
18286	110076	06/12/2026	100-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	119.06
18286	110076	06/12/2026	100-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	359.83
18286	110076	06/12/2026	100-222-41007	LIFE INSURANCE BENEFITS FEB. 2026	68.30
18286	110076	06/12/2026	100-222-41007	LIFE INSURANCE BENEFITS FEB. 2026	22.60
18286	110076	06/12/2026	100-222-41008	LIFE INSURANCE BENEFITS FEB. 2026	118.18
18286	110076	06/12/2026	100-223-41007	LIFE INSURANCE BENEFITS FEB. 2026	138.99
18286	110076	06/12/2026	100-223-41007	LIFE INSURANCE BENEFITS FEB. 2026	45.99
18286	110076	06/12/2026	100-341-41007	LIFE INSURANCE BENEFITS FEB. 2026	33.37
18286	110076	06/12/2026	100-341-41007	LIFE INSURANCE BENEFITS FEB. 2026	100.84
18286	110076	06/12/2026	100-341-41008	LIFE INSURANCE BENEFITS FEB. 2026	118.50
18286	110076	06/12/2026	100-342-41008	LIFE INSURANCE BENEFITS FEB. 2026	23.70
18286	110076	06/12/2026	100-343-41007	LIFE INSURANCE BENEFITS FEB. 2026	101.23
18286	110076	06/12/2026	100-343-41007	LIFE INSURANCE BENEFITS FEB. 2026	33.50
18286	110076	06/12/2026	100-343-41008	LIFE INSURANCE BENEFITS FEB. 2026	164.70
18286	110076	06/12/2026	100-465-41007	LIFE INSURANCE BENEFITS FEB. 2026	14.13
18286	110076	06/12/2026	100-465-41007	LIFE INSURANCE BENEFITS FEB. 2026	4.68
18286	110076	06/12/2026	100-465-41008	LIFE INSURANCE BENEFITS FEB. 2026	23.70
18286	110076	06/12/2026	105-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	5.86
18286	110076	06/12/2026	105-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	17.71
18286	110076	06/12/2026	107-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	74.28
18286	110076	06/12/2026	107-221-41007	LIFE INSURANCE BENEFITS FEB. 2026	24.58
18286	110076	06/12/2026	107-342-41007	LIFE INSURANCE BENEFITS FEB. 2026	16.47
18286	110076	06/12/2026	107-342-41007	LIFE INSURANCE BENEFITS FEB. 2026	5.45
18286	110076	06/12/2026	209-551-41007	LIFE INSURANCE BENEFITS FEB. 2026	18.36
18286	110076	06/12/2026	209-551-41007	LIFE INSURANCE BENEFITS FEB. 2026	55.49
18286	110076	06/12/2026	209-551-41008	LIFE INSURANCE BENEFITS FEB. 2026	23.70
18286	110076	06/12/2026	209-552-41007	LIFE INSURANCE BENEFITS FEB. 2026	5.68
18286	110076	06/12/2026	209-552-41007	LIFE INSURANCE BENEFITS FEB. 2026	17.15
18286	110076	06/12/2026	209-552-41008	LIFE INSURANCE BENEFITS FEB. 2026	40.53
18286	110076	06/12/2026	209-553-41007	LIFE INSURANCE BENEFITS FEB. 2026	4.10

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
18286	110076	06/12/2026	209-553-41007	LIFE INSURANCE BENEFITS FEB. 2026	12.40
18286	110076	06/12/2026	209-553-41008	LIFE INSURANCE BENEFITS FEB. 2026	23.70
18286	110076	06/12/2026	212-461-41007	LIFE INSURANCE BENEFITS FEB. 2026	54.77
18286	110076	06/12/2026	212-461-41007	LIFE INSURANCE BENEFITS FEB. 2026	18.12
18286	110076	06/12/2026	212-461-41008	LIFE INSURANCE BENEFITS FEB. 2026	71.10
18286	110076	06/12/2026	212-462-41007	LIFE INSURANCE BENEFITS FEB. 2026	69.62
18286	110076	06/12/2026	212-462-41007	LIFE INSURANCE BENEFITS FEB. 2026	23.03
18286	110076	06/12/2026	500-641-41007	LIFE INSURANCE BENEFITS FEB. 2026	179.92
18286	110076	06/12/2026	500-641-41007	LIFE INSURANCE BENEFITS FEB. 2026	59.53
18286	110076	06/12/2026	500-641-41008	LIFE INSURANCE BENEFITS FEB. 2026	213.30
18286	110076	06/12/2026	500-642-41007	LIFE INSURANCE BENEFITS FEB. 2026	28.49
18286	110076	06/12/2026	500-642-41007	LIFE INSURANCE BENEFITS FEB. 2026	9.43
18286	110076	06/12/2026	500-642-41008	LIFE INSURANCE BENEFITS FEB. 2026	47.40
18286	110076	06/12/2026	505-119-41007	LIFE INSURANCE BENEFITS FEB. 2026	29.60
18286	110076	06/12/2026	505-119-41007	LIFE INSURANCE BENEFITS FEB. 2026	9.80
18286	110076	06/12/2026	505-119-41008	LIFE INSURANCE BENEFITS FEB. 2026	47.40
18286	110076	06/12/2026	525-118-41007	LIFE INSURANCE BENEFITS FEB. 2026	19.79
18286	110076	06/12/2026	525-118-41007	LIFE INSURANCE BENEFITS FEB. 2026	6.53
18286	110076	06/12/2026	998-20107	LIFE INSURANCE BENEFITS FEB. 2026	13.00
18286	110076	06/12/2026	998-20107	LIFE INSURANCE BENEFITS FEB. 2026	178.50
18286	110076	06/12/2026	998-20118	LIFE INSURANCE BENEFITS FEB. 2026	382.50
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					3,609.41
Vendor: 2093 - BEST BEST & KRIEGER LLP					
1053600	110077	06/12/2026	100-116-42102	CALPERS MATTER HR	200.00
Vendor 2093 - BEST BEST & KRIEGER LLP Total:					200.00
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7240137	110078	06/12/2026	209-552-42108	FOOD PROGRAM PSC	557.95
7240138	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	1,177.18
7240139	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	121.40
7246481	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	24.06
7249891	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	843.43
7249892	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	86.82
7249893	110078	06/12/2026	209-552-42108	FOOD PROGRAM PSC	334.88
7252284	110078	06/12/2026	209-552-43804	FOOD PROGRAM PSC	-48.60
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,097.12
Vendor: 1654 - BRINK'S INCORPORATED					
13203826	110079	06/12/2026	100-115-42101	TANSPORTATION	381.75
Vendor 1654 - BRINK'S INCORPORATED Total:					381.75
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000018312305	110080	06/12/2026	100-117-41004	UAL MISC CLASSIC JUNE 2026	150,524.33

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
100000018312318	110080	06/12/2026	100-117-41004	UAL SAFETY CLASSIC JUNE 2026	195,781.83
100000018312325	110080	06/12/2026	100-231-41004	UAL PEPRA FIRE JUNE 2026	519.75
100000018312332	110080	06/12/2026	100-117-41004	UAL SAFETY PEPRA POLICE JUNE 2026	2,396.08
100000018312341	110080	06/12/2026	100-117-41004	UAL MISC PEPRA JUNE 2026	1,909.00
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					351,130.99
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
740435	110081	06/12/2026	500-641-44305	CHEMICALS FOR LAB WPCP	769.50
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					769.50
Vendor: CDW01 - CDW GOVERNMENT INC.					
AJ1S27T	110082	06/12/2026	525-118-47106	LVO MONITOR, DOCK 2ND FLOOR COUNTER	577.79
AJ41M1T	110082	06/12/2026	525-118-47106	LVO MONITOR WPCP	315.00
AJ4W62U	110082	06/12/2026	525-118-47106	LVO MONITOR, DOCK WPCP KIM	2,388.44
AJ4XE9Q	110082	06/12/2026	525-118-47106	SEAGATE EXIS PD 50%PD SVCS AND 50% PD DISPATCH	312.55
Vendor CDW01 - CDW GOVERNMENT INC. Total:					3,593.78
Vendor: 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC					
PINOLE 26_5	110083	06/12/2026	100-221-42101	INVESTIGATION PD	3,182.24
Vendor 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC Total:					3,182.24
Vendor: 3232 - CHRISTINE HOLT					
06082026	110084	06/12/2026	209-554-36405	REFUND FOR PEAK PIONEERS CAMP PYC	237.00
Vendor 3232 - CHRISTINE HOLT Total:					237.00
Vendor: CIT08 - CITY MECHANICAL, INC					
3135	110085	06/12/2026	100-343-47201	UPGRADE OF CITY POOL	5,600.00
3171	110085	06/12/2026	100-222-42108	HVAC PUBLIC SAFETY BLDG.	332.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					5,932.00
Vendor: 2774 - CITY OF SACRAMENTO					
GRAGNG09557	110086	06/12/2026	100-221-42301	AICC COURSE OFICCCER PORTER	50.00
Vendor 2774 - CITY OF SACRAMENTO Total:					50.00
Vendor: CIT14 - CITY OF WALNUT CREEK					
05272026	110087	06/12/2026	100-111-42301	DINNER FOR CM EVANS MAYOR'S CONFERENCE	80.00
Vendor CIT14 - CITY OF WALNUT CREEK Total:					80.00
Vendor: 3032 - CLAYTON J. MITCHELL PHOTOGRAPHY					
2333	110088	06/12/2026	100-221-42514	PORTRAIT PD	300.00
Vendor 3032 - CLAYTON J. MITCHELL PHOTOGRAPHY Total:					300.00
Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES					
11148	110089	06/12/2026	209-552-42107	GREASE TRAP CLEANING PSC	175.00
Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:					175.00
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
19646	110090	06/12/2026	525-118-42101	LAND MGMT MAY 2026	4,154.17
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					4,154.17
Vendor: COM20 - COMCAST					
0210511-05162026	110091	06/12/2026	100-222-43105	CABLE PD	251.01
0413784-05182026	110091	06/12/2026	525-118-43106	TINY TOTS INTERNET	214.67
0433782-05192026	110091	06/12/2026	505-119-43105	CABLE FOR PCTV	176.14
Vendor COM20 - COMCAST Total:					641.82
Vendor: 2626 - CONSOR NORTH AMERICA, INC.					
N202830CA.00-68	110092	06/12/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	7,213.78
N202830CA.00-68	110092	06/12/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	6,677.24
N202830CA.00-69	110092	06/12/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	8,083.73

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
N202830CA.00-70	110092	06/12/2026	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	4,906.79
Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:					26,881.54
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
0925PINO	110093	06/12/2026	285-464-42101	OUTREACH SERVICES 07012025-09302025	9,522.09
1225PINO	110093	06/12/2026	285-464-42101	OUTREACH SERVICES 10012025-12312025	8,915.38
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					18,437.47
Vendor: 3198 - CONTRA COSTA MARKETPLACE, INC.					
626-020	110094	06/12/2026	209-551-42514	FULL PAGE ADVERTISEMENT RECREATION	864.00
Vendor 3198 - CONTRA COSTA MARKETPLACE, INC. Total:					864.00
Vendor: 1539 - CORE PSYCHOLOGICAL CORPORATION					
9151	110095	06/12/2026	100-221-42101	PEPS RQ PREEMPLOYMENT PD	500.00
Vendor 1539 - CORE PSYCHOLOGICAL CORPORATION Total:					500.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
31871	110096	06/12/2026	100-221-42107	OILCHANGE PATROL 808	70.00
32246	110096	06/12/2026	100-221-42107	OIL CHANGE TIRE ROTATION BRAKES PATROL 804	2,155.84
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					2,225.84
Vendor: 2777 - DETAIL ORIENTED					
DO0130-05/26	110097	06/12/2026	100-221-42107	DETAIL PATROLS SERVICE DATE 05/13 05/27 05/28/26	660.00
Vendor 2777 - DETAIL ORIENTED Total:					660.00
Vendor: 3138 - DIABLO ROOFING, INC.					
23833-1	110098	06/12/2026	276-343-47201	FA1702-PUBLIC SAFETY BLDG ROOF REPLACEMENT	230,819.09
23833-1	110098	06/12/2026	324-343-47201	FA1702-PUBLIC SAFETY BLDG ROOF REPLACEMENT	272,063.94
Vendor 3138 - DIABLO ROOFING, INC. Total:					502,883.03
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
87269353	110099	06/12/2026	500-10601	DIESEL FUEL WPCP	7,382.24
87278138	110099	06/12/2026	100-10601	GASOLINE UNL CY	4,589.94
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					11,972.18
Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT					
Q1-2026	110100	06/12/2026	226-000-34223	Q1-2026 DISABILITY ACCESS AND ED FEE	328.00
Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:					328.00
Vendor: DOL01 - DOLAN'S LUMBER					
MAY 2026	110101	06/12/2026	500-642-42514	CITYWIDE PURCHASE	12.99
Vendor DOL01 - DOLAN'S LUMBER Total:					12.99
Vendor: 2480 - DTS LANGUAGE SERVICES, INC.					
I-0020669	110102	06/12/2026	100-465-42101	INTERPRETING CE	63.94
Vendor 2480 - DTS LANGUAGE SERVICES, INC. Total:					63.94
Vendor: 2686 - DXP ENTERPRISES, INC.					
55840069	110103	06/12/2026	500-641-44306	HOUSE TURBO MACHINERY POLY PUMP WPCP	2,404.97
Vendor 2686 - DXP ENTERPRISES, INC. Total:					2,404.97
Vendor: 2682 - EAN SERVICES, LLC					
108019132025	110104	06/12/2026	100-221-42514	CAR RENTAL PD	206.22
476332523	110104	06/12/2026	100-221-42514	CAR RENTAL PD	206.37
965219056	110104	06/12/2026	100-221-42514	CAR RENTAL PD	162.71
965443191	110104	06/12/2026	100-221-42514	CAR RENTAL PD	458.62
Vendor 2682 - EAN SERVICES, LLC Total:					1,033.92

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: EBM01 - EBMUD					
231773-05262026	110105	06/12/2026	100-343-43102	2887 SIMAS AVE IRRIGATION USE ONLY	152.28
520575-05262026	110105	06/12/2026	107-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	152.28
Vendor EBM01 - EBMUD Total:					304.56
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002844320	110106	06/12/2026	500-641-44306	COV61 MAINTENANCE KITS WPCP	261.40
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					261.40
Vendor: 3234 - ENERGY RESOURCES INTEGRATION, LLC.					
INV/2026/00077	110107	06/12/2026	212-461-42514	DECARBONIZATION PLAN SERVICES APRIL 2026	7,425.50
Vendor 3234 - ENERGY RESOURCES INTEGRATION, LLC. Total:					7,425.50
Vendor: 3174 - EVAN BROOKS ASSOCIATES, INC.					
26005-3	110108	06/12/2026	100-341-42101	GRANT WRITING SUPPORT	16,995.00
Vendor 3174 - EVAN BROOKS ASSOCIATES, INC. Total:					16,995.00
Vendor: 2853 - EVERON, LLC					
160929826	110109	06/12/2026	209-552-42108	PSC ALARM MONITORING 060226-07012026	166.16
161024169	110110	06/12/2026	209-553-42108	TINY TOTS MONITORING ALARM SYSTEM	120.70
Vendor 2853 - EVERON, LLC Total:					286.86
Vendor: 2930 - FAIRFIELD CHEVROLET					
88908	110111	06/12/2026	204-227-42107	BODY SHOP LABOR AND REPAIRS HARLEY	340.00
89144	110111	06/12/2026	100-221-42107	ELECTRICAL REPAIR TAHOE PD	372.96
Vendor 2930 - FAIRFIELD CHEVROLET Total:					712.96
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-515891	110112	06/12/2026	100-345-42511	KRAIL RENTAL	2,100.00
Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:					2,100.00
Vendor: 2921 - FORD PRO					
INV46528280	110113	06/12/2026	100-221-42107	FORD TELEMATICS LAW ENFORCEMENT	80.00
Vendor 2921 - FORD PRO Total:					80.00
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2604	110114	06/12/2026	100-221-42101	BILLABLE SERVICES ALCOHOL, TOXICOLOGY	3,082.00
PINPD-2604-Supp	110114	06/12/2026	100-221-42101	BLOOD WITHDRAWAL SERVICES PD	457.38
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					3,539.38
Vendor: 2439 - GOVINVEST INC.					
2024-5556	110115	06/12/2026	100-116-42510	COMPENSATION ANNUAL SUBSCRIPTION 063024-062927	12,000.00
Vendor 2439 - GOVINVEST INC. Total:					12,000.00
Vendor: GRA03 - GRAINGER					
9933210602	110116	06/12/2026	500-641-44305	BUFFER SOLUTION PH WPCP	293.91
Vendor GRA03 - GRAINGER Total:					293.91
Vendor: 1112 - GRAY-BOWEN-SCOTT					
23108	110117	06/12/2026	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	7,856.25
23135	110117	06/12/2026	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	5,387.00
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					13,243.25
Vendor: HAC01 - HACH COMPANY					
15011449	110118	06/12/2026	500-641-44305	PUMP VACUUM WPCP	1,290.04
Vendor HAC01 - HACH COMPANY Total:					1,290.04

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION					
6535	110119	06/12/2026	209-553-42108	STREET AND SIDEWALK STRUCTURE CLEARANCE	2,600.00
Vendor 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION Total:					2,600.00
Vendor: IMA01 - IMAGE SALES, INC.					
0080013-IN	110120	06/12/2026	100-221-42201	ID CARDS PD	54.56
0080233-IN	110120	06/12/2026	100-221-42201	ID BADGES PD	189.72
Vendor IMA01 - IMAGE SALES, INC. Total:					244.28
Vendor: 3096 - IRON STEED H-D					
309607	110121	06/12/2026	100-221-42107	REPLACE LOWER VENT MOTORCYCLE PD	338.65
309609	110121	06/12/2026	100-221-42107	LUBRICANT ORG HD FOR MOTORCYCLE PD	25.93
Vendor 3096 - IRON STEED H-D Total:					364.58
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
273879	110122	06/12/2026	100-551-42511	PORTABLE TOILET RENTAL	146.90
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					146.90
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
MAY 2026	110123	06/12/2026	209-552-42101	INSTRUCTOR FEE MAY 2026 PSC	962.15
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					962.15
Vendor: 1611 - JANICE M. BYER					
MAY 2026	110124	06/12/2026	209-552-42101	INSTRUCTOR MAY 2026 PSC	400.00
Vendor 1611 - JANICE M. BYER Total:					400.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
34598	110125	06/12/2026	209-554-42108	JANITORIAL SERVICES JUNE 2026 PYC	497.63
34599	110125	06/12/2026	209-552-42108	JANITORIAL SERVICES JUNE 2026 PSC	460.48
34600	110125	06/12/2026	209-552-42108	JANITORIAL SERVICES JUNE 2026 PSC KITCHEN	442.56
34601	110125	06/12/2026	209-553-42108	JANITORIAL SERVICES JUNE 2026 TINY TOTS	531.51
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,932.18
Vendor: 3230 - JASMINE LEDESMA					
06012026	110126	06/12/2026	209-20307	SECURITY DEPOSIT REFUND BBQ AREA FERN PARK	210.00
Vendor 3230 - JASMINE LEDESMA Total:					210.00
Vendor: 3227 - JESSICA BLAKE					
06022026	110127	06/12/2026	100-116-42110	PRE EMPLOYMENT LIVE SCAN REIMBU	30.00
Vendor 3227 - JESSICA BLAKE Total:					30.00
Vendor: 2977 - JOSE A. VARGAS					
06062026	110128	06/12/2026	209-554-38112	SECURITY SERVICES PYC RENTAL 06062026	600.00
06062026PSC	110128	06/12/2026	209-552-38112	SECURITY SERVICES 06062026 PSC	360.00
06072026 PYC	110128	06/12/2026	209-554-38112	SECURITY SERVICES PYC 06072026	400.00
06132026 PSC	110128	06/12/2026	209-552-38112	SECURITY SERVICES PSC 06132026	1,440.00
06202026 PSC	110128	06/12/2026	209-552-38112	SECURITY SERVICES PSC 06202026	1,260.00
06272026 PSC	110128	06/12/2026	209-552-38112	SECURITY SERVICES PSC 06272026	600.00
Vendor 2977 - JOSE A. VARGAS Total:					4,660.00
Vendor: 3238 - JULIUS SABANGAN					
05232026	110129	06/12/2026	209-20309	SECURITY DEPOSIT REFUND RENTAL PYC 052326	845.00

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
05232026	110129	06/12/2026	209-554-38112	SECURITY DEPOSIT REFUND RENTAL PYC 052326	-282.00
Vendor 3238 - JULIUS SABANGAN Total:					563.00
Vendor: ROG06 - JUSTIN ROGERS					
05262026	110130	06/12/2026	100-221-42302	MEAL REIMBUR AND TOLL POST MGMT TRAINING	19.10
05262026	110130	06/12/2026	100-221-42303	MEAL REIMBUR AND TOLL POST MGMT TRAINING	288.00
Vendor ROG06 - JUSTIN ROGERS Total:					307.10
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000035025	110131	06/12/2026	500-641-44302	SLUDGE REMOVAL WPCP	4,378.36
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,378.36
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
26-082	110132	06/12/2026	207-344-42101	STORMWATER SUPPORT	349.50
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					349.50
Vendor: LAN15 - LANGUAGE LINE SERVICES					
11940375	110133	06/12/2026	100-223-42101	OVER THE PHONE INTERPRETATION PD	22.56
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					22.56
Vendor: LEX03 - LEXIPOL, LLC					
INVLEX11270083	110134	06/12/2026	100-221-42510	ANNUAL LAW ENFORCEMENT BULLETIN 070126-06302027	10,875.60
INVPM11271727	110134	06/12/2026	100-221-42510	INTERNAL AFFAIRS SUBSCRIPTION 07012026- 06302027	8,662.50
Vendor LEX03 - LEXIPOL, LLC Total:					19,538.10
Vendor: 1253 - LIL' FROG CREATIONS					
1304	110135	06/12/2026	209-551-42515	CAR SHOW BANNERS	81.14
1304	110135	06/12/2026	209-552-42515	CAR SHOW BANNERS	304.80
1311	110135	06/12/2026	209-551-42515	PRIDE AND JUNETEENTH BANNERS	606.10
1312	110135	06/12/2026	209-551-42515	SUMMER MOVIES BANNERS	303.05
1313	110135	06/12/2026	209-551-42515	PRIDE AND JUNTEENTH BANNERS AND POSTER FOR EVENTS	540.31
Vendor 1253 - LIL' FROG CREATIONS Total:					1,835.40
Vendor: 1890 - MM COMMUNICATIONS INC					
INV-2178	110136	06/12/2026	276-343-47201	MISC LABOR FOR CUBICLES IN PW	975.00
Vendor 1890 - MM COMMUNICATIONS INC Total:					975.00
Vendor: MOT01 - MOTOROLA SOLUTIONS, INC.					
1411241903	110137	06/12/2026	100-221-42106	DEVICE LICENSE FEE AND VEHICLEMANAGER PD	4,274.64
Vendor MOT01 - MOTOROLA SOLUTIONS, INC. Total:					4,274.64
Vendor: 3231 - NATALIE ARKO					
06052026	110138	06/12/2026	209-20307	SECURITY DEPOSIT REFUND	210.00
Vendor 3231 - NATALIE ARKO Total:					210.00
Vendor: 3066 - NATALIE LENZ ACUNA					
06032026	110139	06/12/2026	209-20307	FULL REFUND RENTAL OF PARK 06032026	210.00
06032026	110139	06/12/2026	209-551-38112	FULL REFUND RENTAL OF PARK 06032026	127.00
06042026	110139	06/12/2026	209-20307	FULL REFUND OF SECURITY DEP. 06042026	210.00
Vendor 3066 - NATALIE LENZ ACUNA Total:					547.00
Vendor: 2007 - NATIONAL AUTO FLEET GROUP					
FT26015	110140	06/12/2026	500-641-47104	2026 FORD SUPER DUTY F-250 SRW TRUCK	8.75

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
FT26015	110140	06/12/2026	500-641-47104	2026 FORD SUPER DUTY F-250 SRW TRUCK	58,361.14
WF13037	110140	06/12/2026	160-342-47104	2025 FORD SUPER DUTY F-350 DRW TRUCK	10.50
WF13037	110140	06/12/2026	160-342-47104	2025 FORD SUPER DUTY F-350 DRW TRUCK	57,501.19
Vendor 2007 - NATIONAL AUTO FLEET GROUP Total:					115,881.58
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402333652	110141	06/12/2026	505-119-42108	MAINTENANCE SERVICE JUNE 2026 PYC	203.88
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					203.88
Vendor: OYE02 - OYE PRODUCTIONS					
061426	110142	06/12/2026	209-551-42515	BAND FOR PRIDE AND JUNETEENTH EVENT 06142026	3,000.00
Vendor OYE02 - OYE PRODUCTIONS Total:					3,000.00
Vendor: PGE01 - PG&E					
0081-05192026	110143	06/12/2026	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	118.12
0209-05192026	110143	06/12/2026	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	127.22
0217-05152026	110143	06/12/2026	107-345-43103	TENNENT & PARK ST CLUB HOUSE	9.88
0466-05152026	110143	06/12/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	77.78
0466-05152026	110143	06/12/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	116.68
0923-05152026	110143	06/12/2026	100-110-43103	2131 PEAR ST	129.01
0923-05152026	110143	06/12/2026	100-111-43103	2131 PEAR ST	169.76
0923-05152026	110143	06/12/2026	100-112-43103	2131 PEAR ST	186.73
0923-05152026	110143	06/12/2026	100-115-43103	2131 PEAR ST	465.13
0923-05152026	110143	06/12/2026	100-116-43103	2131 PEAR ST	135.80
0923-05152026	110143	06/12/2026	100-117-43103	2131 PEAR ST	1,510.83
0923-05152026	110143	06/12/2026	100-343-43103	2131 PEAR ST	2,814.57
0923-05152026	110143	06/12/2026	200-342-43103	2131 PEAR ST	492.29
0923-05152026	110143	06/12/2026	212-461-43103	2131 PEAR ST	203.71
0923-05152026	110143	06/12/2026	212-462-43103	2131 PEAR ST	512.66
0923-05152026	110143	06/12/2026	285-464-43103	2131 PEAR ST	169.76
1121-05192026	110143	06/12/2026	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	109.53
1233-05192026	110143	06/12/2026	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	109.93
2620-05192026	110143	06/12/2026	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	135.75
2793-05192026	110143	06/12/2026	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	112.78
3311-05192026	110143	06/12/2026	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	162.14
3537-05152026	110143	06/12/2026	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	38.79
3850-05152026	110143	06/12/2026	107-345-43103	601 TENNENT AVE CARETAKER'S SHED	93.41
3914-05152026	110143	06/12/2026	107-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	631.86
4065-05152026	110143	06/12/2026	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	45.87
4193-05192026	110143	06/12/2026	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	84.34
4612-05152026	110143	06/12/2026	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	39.04
5127-05192026	110143	06/12/2026	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	211.65

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
5374-05192026	110143	06/12/2026	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	150.75
5387-05192026	110143	06/12/2026	107-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	51.08
6969-05152026	110143	06/12/2026	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	122.90
7114-05192026	110143	06/12/2026	200-342-43103	2429 SAN PABLO AVE	143.91
8086-05192026	110143	06/12/2026	200-342-43103	N/S BORDER CITY OF PINOLE	106.35
8687-05192026	110143	06/12/2026	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	143.29
9824-05192026	110143	06/12/2026	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	152.54
9961-05272026	110143	06/12/2026	209-552-43103	2500 CHARLES ST-SENIOR CENTER	4,119.34
9985-05152026	110143	06/12/2026	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	109.89
Vendor PGE01 - PG&E Total:					14,115.07
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
109932	110145	06/12/2026	100-221-42201	PD BUSINESS CARDS GALINDO AND CHEYNE	173.76
110101	110145	06/12/2026	100-222-42201	PD GENERIC BUSINESS CARDS	94.38
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					268.14
Vendor: 2985 - PURETEC INDUSTRIAL WATER					
2418278	110146	06/12/2026	500-641-44305	GRANULAR ACTIVATE CARBON TANK WPCP	51.84
Vendor 2985 - PURETEC INDUSTRIAL WATER Total:					51.84
Vendor: 2733 - PURPOSE-BUILT TRADE CO.					
8663	110147	06/12/2026	505-119-42514	TEE AND SHIRTS FOR PCTV	531.28
Vendor 2733 - PURPOSE-BUILT TRADE CO. Total:					531.28
Vendor: 2783 - READYFRESH					
36E6708050237	110148	06/12/2026	100-111-42201	WATER FOR CH	45.78
Vendor 2783 - READYFRESH Total:					45.78
Vendor: 1828 - REBECCA CHEYNE					
06012026-06052026	110149	06/12/2026	100-222-42302	MEALS AND RIDES REIMBUR CPTED TRAINING	204.96
06012026-06052026	110149	06/12/2026	100-222-42303	MEALS AND RIDES REIMBUR CPTED TRAINING	405.00
Vendor 1828 - REBECCA CHEYNE Total:					609.96
Vendor: 2817 - REDWOOD PUBLIC LAW, LLP					
19043	110150	06/12/2026	100-20011	HR SERVICES	9,552.84
19950	110150	06/12/2026	100-20011	HR SERVICES	6,310.50
20179	110150	06/12/2026	100-20011	HR SERVICES	827.66
20603	110150	06/12/2026	100-20011	APPIAN VILLAGE	130.50
20604	110150	06/12/2026	100-20011	CITY ATTORNEY SERVICES	17,902.79
20605	110150	06/12/2026	100-20011	CITY COUNCIL MEETINGS	4,352.00
20606	110150	06/12/2026	100-20011	DAYS INN (LABOR)	4,239.79
20607	110150	06/12/2026	100-20011	GENERAL SERVICES CE	472.50
20608	110150	06/12/2026	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	2,403.67
20609	110150	06/12/2026	100-20011	GENERAL SERVICES FINANCE	1,304.50
20610	110150	06/12/2026	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	6,027.50
20611	110150	06/12/2026	100-20011	GENERAL SERVICE POLICE	2,060.50
20612	110150	06/12/2026	100-20011	GENERAL SERVICES PW	1,940.50
20613	110150	06/12/2026	100-20011	GENERAL SERVICES RECREATIONAL	248.50
20614	110150	06/12/2026	100-20011	PCB LITIGATION	133.50
20615	110150	06/12/2026	100-20011	PUBLIC RECORDS ACT	1,624.50
20616	110150	06/12/2026	100-20011	RISK MANAGEMENT	209.00

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
20617	110150	06/12/2026	100-20011	SUCCESSOR AGENCY	639.00
Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:					60,379.75
Vendor: 3237 - REGEINA SIMMONS					
05232026	110152	06/12/2026	209-20307	SECURITY DEPOSIT REFUND FERNANDEZ BBQ AREA 052326	210.00
Vendor 3237 - REGEINA SIMMONS Total:					210.00
Vendor: REP03 - REPUBLIC SERVICES					
94	110153	06/12/2026	214-342-42514	APRIL RATE STABILIZATION FUND APRIL 2026	16,761.26
Vendor REP03 - REPUBLIC SERVICES Total:					16,761.26
Vendor: 3235 - RHONDA HERNANDEZ					
05262026	110154	06/12/2026	209-20307	REFUND FOR EVENT AT FERNANDEZ GAZEBO	210.00
05262026	110154	06/12/2026	209-551-38112	REFUND FOR EVENT AT FERNANDEZ GAZEBO	352.00
Vendor 3235 - RHONDA HERNANDEZ Total:					562.00
Vendor: 2847 - RINGCENTRAL, INC.					
CD_001436397	110155	06/12/2026	525-118-43101	SUBSCRIPTION SERVICE HARDWARE AND SUPPORT	38,064.02
Vendor 2847 - RINGCENTRAL, INC. Total:					38,064.02
Vendor: 2889 - ROBERT MEADS					
05122026-05142026	110156	06/12/2026	100-221-42302	REIMBURSEMENT MILEAGE AND MEALS INTERNAL AFFAIRS	90.48
05122026-05142026	110156	06/12/2026	100-221-42303	REIMBURSEMENT MILEAGE AND MEALS INTERNAL AFFAIRS	69.00
Vendor 2889 - ROBERT MEADS Total:					159.48
Vendor: 2354 - ROXANE STONE					
05262026	110157	06/12/2026	100-112-42302	REIMBURSEMENT MILEAGE IIMC ANNUAL CONFERENCE	276.95
Vendor 2354 - ROXANE STONE Total:					276.95
Vendor: SAN21 - SANTA ROSA JUNIOR COLLEGE					
AR26-01857	110158	06/12/2026	100-221-42301	AJ 348 TRAINING	137.00
Vendor SAN21 - SANTA ROSA JUNIOR COLLEGE Total:					137.00
Vendor: 1714 - SHERRI D. LEWIS					
CC025PINOLE-FY2025/26	110159	06/12/2026	100-112-42101	PREPARE MINUTES CC MTG. 05192026	1,020.00
CC026PINOLE-FY2025/26	110159	06/12/2026	100-112-42101	PREPARE MINUTES FINANCE SUBCOMMITTEE 05202026	382.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,402.50
Vendor: 2632 - SHIPLEY POOL SERVICE					
15683	110160	06/12/2026	209-557-42108	MONTHLY POOL SERVICES	3,883.11
Vendor 2632 - SHIPLEY POOL SERVICE Total:					3,883.11
Vendor: 2657 - SHRED CITY, LLC					
23977122925	110161	06/12/2026	100-112-42101	FLAT RATE DOCUMENT DESTRUCTION	250.00
Vendor 2657 - SHRED CITY, LLC Total:					250.00
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
12264	110162	06/12/2026	212-462-42101	PLAN REVIEW SERVICES APRIL 2026	305.99
Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:					305.99
Vendor: 3229 - SOUTHERN COUNTIES LUBRICANTS LLC					
401071	110163	06/12/2026	500-641-44306	LUBRICANTS FOR WPCP	414.65
401098	110163	06/12/2026	500-641-44306	LUBRICANTS WPCP	250.91
Vendor 3229 - SOUTHERN COUNTIES LUBRICANTS LLC Total:					665.56
Vendor: STA42 - STAPLES BUSINESS CREDIT					
MAY 2026	110164	06/12/2026	100-111-42201	CITYWIDE OFFICE SUPPLIES	77.70
MAY 2026	110164	06/12/2026	100-111-42201	CITYWIDE OFFICE SUPPLIES	120.91

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 2026	110164	06/12/2026	100-111-42201	CITYWIDE OFFICE SUPPLIES	57.12
MAY 2026	110164	06/12/2026	100-111-42201	CITYWIDE OFFICE SUPPLIES	28.52
MAY 2026	110164	06/12/2026	100-111-42201	CITYWIDE OFFICE SUPPLIES	6.82
MAY 2026	110164	06/12/2026	212-462-42201	CITYWIDE OFFICE SUPPLIES	70.97
MAY 2026	110164	06/12/2026	276-343-47201	CITYWIDE OFFICE SUPPLIES	83.53
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					445.57
Vendor: STE20 - STERICYCLE, INC.					
8014388147	110165	06/12/2026	100-221-42101	MEDICAL WASTE JUNE 2026	73.09
Vendor STE20 - STERICYCLE, INC. Total:					73.09
Vendor: 2931 - STONESIDE, LLC.					
IN125255	110166	06/12/2026	276-343-47201	INSTALLATION AND BLINDS FOR CH	4,165.20
Vendor 2931 - STONESIDE, LLC. Total:					4,165.20
Vendor: 3172 - SUSAN MCALLISTER					
MAY 2026	110167	06/12/2026	209-552-42101	INSTRUCTOR FEE PSC CLASSES MAY 2026	81.00
Vendor 3172 - SUSAN MCALLISTER Total:					81.00
Vendor: 2969 - TERMINIX COMMERCIAL					
472350737	110168	06/12/2026	209-554-42108	PEST CONTROL PYC	170.00
472351067	110168	06/12/2026	209-553-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	76.00
472351067	110168	06/12/2026	209-557-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	76.00
Vendor 2969 - TERMINIX COMMERCIAL Total:					322.00
Vendor: 2990 - THE BUTLER					
MAY 2026	110169	06/12/2026	209-552-42101	INSTRUCTOR FEE MAY 2026 PSC CLASSES	177.60
Vendor 2990 - THE BUTLER Total:					177.60
Vendor: 2737 - THE PUN GROUP, LLP					
116146	110170	06/12/2026	100-115-42101	AUDIT YEAR END 06302026	9,000.00
Vendor 2737 - THE PUN GROUP, LLP Total:					9,000.00
Vendor: UPS02 - THE UPS STORE #7276					
S4596134	110171	06/12/2026	100-116-42102	FINGERPRINTING SERVICES FOR HR	1,855.00
Vendor UPS02 - THE UPS STORE #7276 Total:					1,855.00
Vendor: TMO00 - T-MOBILE USA, INC					
216287958-05212026	110172	06/12/2026	525-118-43106	WPCP TELEPHONE SERVICES	83.39
218928460-05212026	110172	06/12/2026	525-118-43101	CITY MANAGER EMERGENCY SERVICE	79.68
Vendor TMO00 - T-MOBILE USA, INC Total:					163.07
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.					
APRIL 2026	110173	06/12/2026	100-222-42106	DATA SEARCH APRIL 2026	184.30
MAY 2026	110173	06/12/2026	100-222-42106	DATA SEARCH MAY 2026	168.10
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. Total:					352.40
Vendor: 3187 - TROY OVIATT					
051726-05212026	110174	06/12/2026	100-221-42302	MEALS AND MILEAGE TRAINING REIMBURSEMENT POST MGMT	925.24
051726-05212026	110174	06/12/2026	100-221-42303	MEALS AND MILEAGE TRAINING REIMBURSEMENT POST MGMT	360.00
Vendor 3187 - TROY OVIATT Total:					1,285.24
Vendor: 3063 - UBEO WEST, LLC.					
582843660	110175	06/12/2026	525-118-42107	CITYWIDE COPIERS RENTAL	1,761.24
Vendor 3063 - UBEO WEST, LLC. Total:					1,761.24

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: ULI01 - ULINE					
208396535	110176	06/12/2026	500-641-42108	VINYL STACKABLE CHAIR BLACK SLED	1,592.08
Vendor ULI01 - ULINE Total:					1,592.08
Vendor: 2347 - UNION PACIFIC RAILROAD COMPANY					
90161983	110177	06/12/2026	325-342-47205	PEDESTRIAN IMPROVEMENTS AT TENNENT NEAR RR	654.16
Vendor 2347 - UNION PACIFIC RAILROAD COMPANY Total:					654.16
Vendor: UNI38 - UNIVAR USA INC					
53928740	110178	06/12/2026	500-641-44303	SOD HYPO LIQUICHLOR WPCP	16,514.70
Vendor UNI38 - UNIVAR USA INC Total:					16,514.70
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
25344	110180	06/12/2026	209-557-42108	JANITORIAL SUPPLIES SWIM CENTER	118.73
546999	110179	06/12/2026	500-641-42108	JANITORIAL SERVICES MAY 2026 WPCP	559.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					677.73
Vendor: USB06 - US BANK					
MAY 2026	110181	06/12/2026	100-20018	CITYWIDE CREDIT CARD PURCHASES MAY 2026	33,047.21
Vendor USB06 - US BANK Total:					33,047.21
Vendor: VER02 - VERIZON WIRELESS					
6143665072	110182	06/12/2026	525-118-43101	CITYWIDE CELL PHONES	5,074.20
Vendor VER02 - VERIZON WIRELESS Total:					5,074.20
Vendor: 2828 - VESTIS					
860105970-05312026	110183	06/12/2026	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	323.71
860105970-05312026	110183	06/12/2026	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	1,648.00
860105970-05312026	110183	06/12/2026	500-642-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	971.14
939388000-05312026	110183	06/12/2026	209-552-43804	UNIFORM SERVICES WPCP AND PSC	198.84
939388000-05312026	110183	06/12/2026	209-552-43804	UNIFORM SERVICES WPCP AND PSC	196.45
939388000-05312026	110183	06/12/2026	209-552-43804	UNIFORM SERVICES WPCP AND PSC	196.45
939388000-05312026	110183	06/12/2026	209-552-43804	UNIFORM SERVICES WPCP AND PSC	229.01
939388000-05312026	110183	06/12/2026	500-641-44410	UNIFORM SERVICES WPCP AND PSC	485.61
939388000-05312026	110183	06/12/2026	500-641-44410	UNIFORM SERVICES WPCP AND PSC	485.61
939388000-05312026	110183	06/12/2026	500-641-44410	UNIFORM SERVICES WPCP AND PSC	485.61
939388000-05312026	110183	06/12/2026	500-641-44410	UNIFORM SERVICES WPCP AND PSC	475.11
Vendor 2828 - VESTIS Total:					5,695.54
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2066651	110184	06/12/2026	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	5,937.10
2066651	110184	06/12/2026	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	3,072.37
2066932	110184	06/12/2026	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	8,367.91
Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:					17,377.38
Vendor: 1520 - WEX BANK					
112427157	110185	06/12/2026	100-221-44301	FUEL PD	185.05
Vendor 1520 - WEX BANK Total:					185.05

WARRANT LISTING

Payment Dates: 5/30/2026 - 6/12/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2648 - YANNET TORRES					
MAY 2026	110186	06/12/2026	209-552-42101	INSTRUCTOR FEE MAY 2026 PSC CLASSES	1,551.60
				Vendor 2648 - YANNET TORRES Total:	1,551.60
				Grand Total:	1,419,155.52

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	552,253.34
105 - Measure S -2006	23.57
106 - MEASURE S-2014	17,377.38
107 - Measure I	1,059.29
160 - EQUIPMENT RESERVE	57,511.69
200 - Gas Tax Fund	1,996.40
201 - Restricted Real Estate Maintenance Fund	271.83
204 - Police Grants	340.00
207 - NPDES Storm Water Fund	349.50
209 - Recreation Fund	40,743.30
212 - Building & Planning	9,554.95
214 - Solid Waste Fund	16,761.26
226 - CASp Certification and Training Fund	328.00
276 - Growth Impact Fund	236,042.82
285 - Housing Land Held for Resale	18,607.23
310 - Lighting & Landscape Districts	152.54
324 - Public Facilities Fund	272,063.94
325 - City Street Improvements	40,778.95
500 - Sewer Enterprise Fund	98,199.28
505 - Cable Access TV	1,114.78
525 - Information Systems	53,051.47
998 - Payroll Clearing	574.00
Grand Total:	1,419,155.52

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	4,589.94
100-110-41007	Emp Benefits/Life-ADD	7.79
100-110-43103	Utilities/Electricity & Po...	129.01
100-111-41007	Emp Benefits/Life-ADD	-64.11
100-111-42201	Office Expense	336.85
100-111-42301	Travel & Training/Conf-R...	80.00
100-111-43103	Utilities/Electricity & Po...	169.76
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..	2,117.12
100-112-42302	Travel & Training/Milea...	276.95
100-112-43103	Utilities/Electricity & Po...	186.73
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..	9,381.75
100-115-43103	Utilities/Electricity & Po...	465.13
100-116-41007	Emp Benefits/Life-ADD	79.66
100-116-42101	Prof Svcs/Professional Se..	2,083.37
100-116-42102	Prof Svcs/Attorney Servi...	2,055.00
100-116-42110	Prof Svcs/Fingerprinting	97.00
100-116-42510	Admin Exp/Software Pur...	12,000.00
100-116-43103	Utilities/Electricity & Po...	135.80
100-117-41004	Emp Benefits/PERS Retir...	350,611.24
100-117-43103	Utilities/Electricity & Po...	1,510.83
100-20011	Accounts Payable/Miscel...	60,379.75
100-20018	Accounts Payable/CalCa...	33,047.21
100-221-41007	Emp Benefits/Life-ADD	478.89
100-221-42101	Prof Svcs/Professional Se..	7,294.71
100-221-42106	Prof Svcs/Software Main...	4,274.64
100-221-42107	Prof Svcs/Equipment Ma...	3,703.38

Account Summary

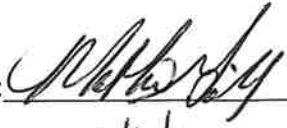
Account Number	Account Name	Payment Amount
100-221-42201	Office Expense	418.04
100-221-42301	Travel & Training/Conf-R...	187.00
100-221-42302	Travel & Training/Milea...	1,034.82
100-221-42303	Travel & Training/Meal A...	717.00
100-221-42510	Admin Exp/Software Pur...	19,538.10
100-221-42514	Admin Exp/Special Depa...	1,333.92
100-221-44301	Other Materials Supp/F...	185.05
100-222-41007	Emp Benefits/Life-ADD	90.90
100-222-41008	Emp Benefits/Long Term...	118.18
100-222-42106	Prof Svcs/Software Main...	352.40
100-222-42108	Prof Svcs/Building-Struc...	332.00
100-222-42201	Office Expense	94.38
100-222-42302	Travel & Training/Milea...	204.96
100-222-42303	Travel & Training/Meal A...	405.00
100-222-43105	Utilities/Cable	251.01
100-223-41007	Emp Benefits/Life-ADD	184.98
100-223-42101	Prof Svcs/Professional Se..	22.56
100-231-41004	Emp Benefits/PERS Retir...	519.75
100-341-41007	Emp Benefits/Life-ADD	134.21
100-341-41008	Emp Benefits/Long Term...	118.50
100-341-42101	Prof Svcs/Professional Se..	16,995.00
100-342-41008	Emp Benefits/Long Term...	23.70
100-342-44410	Safety Clothing	323.71
100-343-41007	Emp Benefits/Life-ADD	134.73
100-343-41008	Emp Benefits/Long Term...	164.70
100-343-43102	Utilities/Water	152.28
100-343-43103	Utilities/Electricity & Po...	2,899.23
100-343-44410	Safety Clothing	1,648.00
100-343-47201	Improvements/Building	5,600.00
100-345-42511	Admin Exp/Equipment R...	2,100.00
100-465-41007	Emp Benefits/Life-ADD	18.81
100-465-41008	Emp Benefits/Long Term...	23.70
100-465-42101	Prof Svcs/Professional Se..	63.94
100-551-42511	Admin Exp/Equipment R...	146.90
105-221-41007	Emp Benefits/Life-ADD	23.57
106-344-42101	Prof Svcs/Professional Se..	17,377.38
107-221-41007	Emp Benefits/Life-ADD	98.86
107-342-41007	Emp Benefits/Life-ADD	21.92
107-345-43102	Utilities/Water	152.28
107-345-43103	Utilities/Electricity & Po...	786.23
160-342-47104	FF&E/Vehicles	57,511.69
200-342-43103	Utilities/Electricity & Po...	1,996.40
201-343-43103	Utilities/Electricity & Po...	271.83
204-227-42107	Prof Svcs/Equipment Ma...	340.00
207-344-42101	Prof Svcs/Professional Se..	349.50
209-20307	Deposits Payable/Recrea...	1,260.00
209-20308	Deposits Payable/Recrea...	563.00
209-20309	Deposits Payable/Recrea...	845.00
209-551-38112	Rental Income/Facility R...	479.00
209-551-41007	Emp Benefits/Life-ADD	73.85
209-551-41008	Emp Benefits/Long Term...	23.70
209-551-42514	Admin Exp/Special Depa...	7,339.57
209-551-42515	Admin Exp/Special Events	4,530.60
209-552-38112	Rental Income/Facility R...	3,660.00
209-552-41007	Emp Benefits/Life-ADD	22.83
209-552-41008	Emp Benefits/Long Term...	40.53
209-552-42101	Prof Svcs/Professional Se..	3,172.35
209-552-42107	Prof Svcs/Equipment Ma...	175.00

Account Summary

Account Number	Account Name	Payment Amount
209-552-42108	Prof Svcs/Building-Struc...	1,962.03
209-552-42515	Admin Exp/Special Events	304.80
209-552-43103	Utilities/Electricity & Po...	4,119.34
209-552-43804	Program Cost/Food Prog...	3,025.04
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...	3,328.21
209-554-36405	Recreation Chg/Internal ...	237.00
209-554-38112	Rental Income/Facility R...	718.00
209-554-42108	Prof Svcs/Building-Struc...	667.63
209-554-43103	Utilities/Electricity & Po...	77.78
209-557-42108	Prof Svcs/Building-Struc...	4,077.84
212-461-41007	Emp Benefits/Life-ADD	72.89
212-461-41008	Emp Benefits/Long Term...	71.10
212-461-42514	Admin Exp/Special Depa...	7,425.50
212-461-43103	Utilities/Electricity & Po...	203.71
212-462-41007	Emp Benefits/Life-ADD	92.65
212-462-42101	Prof Svcs/Professional Se..	305.99
212-462-42201	Office Expense	870.45
212-462-43103	Utilities/Electricity & Po...	512.66
214-342-42514	Admin Exp/Special Depa...	16,761.26
226-000-34223	Fees/CASp Fee \$4	328.00
276-343-47201	Improvements/Building	236,042.82
285-464-42101	Prof Svcs/Professional Se..	18,437.47
285-464-43103	Utilities/Electricity & Po...	169.76
310-347-43103	Utilities/Electricity & Po...	152.54
324-343-47201	Improvements/Building	272,063.94
325-342-47205	Improvements/Streets	40,778.95
500-10601	Gas Tanks/Corp Yard	7,382.24
500-641-41007	Emp Benefits/Life-ADD	239.45
500-641-41008	Emp Benefits/Long Term...	213.30
500-641-42108	Prof Svcs/Building-Struc...	2,151.08
500-641-44302	Other Materials Supp/Sl...	4,378.36
500-641-44303	Other Materials Supp/C...	16,514.70
500-641-44305	Other Materials Supp/La...	2,405.29
500-641-44306	Other Materials Supp/M...	3,331.93
500-641-44410	Safety Clothing	1,931.94
500-641-47104	FF&E/Vehicles	58,369.89
500-642-41007	Emp Benefits/Life-ADD	37.92
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42514	Admin Exp/Special Depa...	12.99
500-642-43103	Utilities/Electricity & Po...	211.65
500-642-44410	Safety Clothing	971.14
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...	203.88
505-119-42514	Admin Exp/Special Depa...	531.28
505-119-43103	Utilities/Electricity & Po...	116.68
505-119-43105	Utilities/Cable	176.14
525-118-41007	Emp Benefits/Life-ADD	26.32
525-118-42101	Prof Svcs/Professional Se..	4,154.17
525-118-42107	Prof Svcs/Equipment Ma...	1,761.24
525-118-43101	Utilities/Telephone	43,217.90
525-118-43106	Utilities/Internet	298.06
525-118-47106	FF&E/Computer Equipm...	3,593.78
998-20107	Sal & Ben Payable/Life In...	191.50
998-20118	Sal & Ben Payable / LTD ...	382.50
	Grand Total:	1,419,155.52

Project Account Summary

Project Account Key	Payment Amount
None	869,521.55
21246142514GR2501	7,425.50
27634347201FA1702	230,819.09
27634347201FA1703	5,223.73
32434347201FA1702	272,063.94
32534247205RO1710	33,447.55
32534247205RO1902	654.16
Grand Total:	1,419,155.52

APPROVED BY: 
DATE: 6/11/2026



CITY COUNCIL REPORT

9.C.

DATE: JUNE 16, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832,
lwhalen@pinole.gov

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CONTRA COSTA COUNTY FOR COORDINATED OUTREACH, REFERRAL, AND ENGAGEMENT (CORE) HOMELESS OUTREACH SERVICES FOR FY 2026–27 FULLY FUNDED BY HOUSING SUCCESSOR FUNDS

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with the County of Contra Costa in an amount not to exceed Fifty-One Thousand, Five Hundred Thirty-Seven Dollars (\$51,537), utilizing Housing Successor Funds, to provide Coordinated Outreach, Referral, and Engagement (CORE) services in the City of Pinole for FY 2026-27

BACKGROUND

The Coordinated Outreach, Referral, and Engagement (CORE) program, operated by Contra Costa Health, Housing, and Homeless Services, provides mobile, trauma-informed outreach, housing navigation, and case management services to individuals experiencing homelessness. In FY 2025/26, the City of Pinole joined a regional partnership with the cities of El Cerrito, San Pablo, and Hercules to jointly fund a CORE outreach team serving West Contra Costa County. This structure ensured Pinole a reliable share of dedicated outreach hours that would not be cost-effective to secure independently. In the absence of dedicated City outreach staff, participation in the regional CORE team has provided Pinole with consistent, non-enforcement-based engagement with unhoused individuals and strengthened coordination with the Police Department, local businesses, and County service systems. Throughout the fiscal year, the partnership supported a coordinated regional approach to identifying and engaging unhoused individuals, connecting them to shelter and services, and responding to community concerns.

For FY 2026/27, Contra Costa County notified participating jurisdictions that the City of Hercules will no longer be part of the shared-services model. To sustain the level of service provided across the region, the County will assume Hercules' former share of CORE team hours. As a result, Pinole will continue to receive the same amount of CORE coverage as in FY 2025/26, with no reduction in outreach time despite the change in partner cities.

On April 7, 2026, the City Council received a mid-year update from CORE staff summarizing client contacts, service navigation outcomes, business engagement activities, and case

management progress.¹ Following the presentation, the Council expressed continued support for the CORE program and interest in the County's Housing Security Fund, which provides flexible financial assistance to help tenants retain housing. The fund may be used for unpaid rent or other barriers to housing stability such as overdue bills, license renewals, and certain medical costs. This discussion aligned with work already underway by the City's Housing Fellow, who is developing a comprehensive set of recommendations for the strategic use of limited Housing Successor Funds across three project areas. As part of this planned effort, staff will return in late summer or early fall with a holistic funding strategy, which will include analysis and recommendations related to a potential set-aside contribution to the Housing Security Fund.

Funding for the CORE agreement continues to be eligible under the City's Housing Successor Fund pursuant to California Health and Safety Code Section 34176.1. Assembly Bill 1782 (Chapter 85, Statutes of 2024), effective January 1, 2025, increased the allowable annual expenditure on homelessness-prevention and rapid-rehousing services from \$250,000 to \$500,000, plus cost-of-living adjustments. CORE services fall clearly within the allowable uses, making the Housing Successor Fund an appropriate funding source for the FY 2026/27 agreement.

¹ <https://pinoleca.portal.civicclerk.com/event/982/files/attachment/1610>

REVIEW AND ANALYSIS

The proposed agreement for FY 2026/27 will maintain the City of Pinole's participation in the regional CORE outreach program at the same level of service provided in FY 2025/26. The total cost to the City for FY 2026/27 is \$51,537, reflecting annual program adjustments but no change in the number of hours or type of services Pinole will receive. Although the City of Hercules will no longer participate in the shared-services model, Contra Costa County will assume Hercules' former share of CORE team hours, ensuring uninterrupted and consistent outreach coverage for Pinole.

Under the agreement, a two-person CORE team will continue to provide field-based engagement with individuals experiencing homelessness, including housing assessments, connections to shelter and behavioral health services, referrals through the County's Coordinated Entry system, and ongoing case management support. The team will also maintain its coordination with the Pinole Police Department by responding to non-enforcement-based service calls and offering proactive outreach and support to local businesses.

The County will continue to provide monthly Service Impact Reports, including client contact data, case management summaries, Homeless Management Information System (HMIS) metrics, and GIS-based mapping of outreach activity. These reports help City staff assess program effectiveness, identify trends, and refine service coordination as needed. As demonstrated through the April 7, 2026 mid-year update, CORE services remain a valuable component of the City's homelessness-prevention strategy, providing measurable outcomes and a consistent presence in the community.

The FY 2026/27 CORE agreement will be funded entirely through the City's Housing Successor Fund. This aligns with the broader, ongoing effort led by the City's Housing Fellow

to develop a comprehensive strategy for allocating limited Housing Successor Funds across multiple project areas. That work will return to the City Council in late summer or early fall with a holistic recommendation, including analysis of a potential set-aside contribution to the County's Housing Security Fund. The proposed CORE expenditure fits within the statutory framework established by Health and Safety Code Section 34176.1 and remains well below the annual \$500,000 limit for eligible homelessness-prevention and rapid-rehousing activities.

FISCAL IMPACT

The cost of the FY 2026/27 CORE agreement is \$51,537, payable in four quarterly installments. The full amount will be funded from the City's Housing Successor Fund, which is an eligible source for homelessness-prevention and rapid-rehousing services under California Health and Safety Code Section 34176.1, meaning that there is no impact to the City's General Fund. Assembly Bill 1782 (Chapter 85, Statutes of 2024), effective January 1, 2025, increased the annual expenditure cap for these activities from \$250,000 to \$500,000, plus cost-of-living adjustments. The proposed expenditure is well within this limit and does not constrain the City's ability to support other eligible Housing Successor Fund initiatives.

This cost is consistent with prior-year expenditures for CORE participation, with increases reflecting standard annual program adjustments rather than changes in service levels. The expenditure will also be incorporated into the broader Housing Successor Fund strategy currently under development by the City's Housing Fellow, which will return to the Council in late summer or early fall with recommendations on long-term allocations, including consideration of a potential set-aside contribution to the County's Housing Security Fund.

ATTACHMENTS

- A. Resolution
- B. Draft Agreement

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF CONTRA COSTA FOR CORE OUTREACH SERVICES FOR FISCAL YEAR 2026–27

WHEREAS, the CORE (Coordinated Outreach, Referral and Engagement) program, operated by Contra Costa County’s Health, Housing and Homeless Services Division, provides mobile, trauma-informed outreach and housing navigation services to individuals experiencing homelessness; and

WHEREAS, the City of Pinole does not employ dedicated outreach staff, and participation in a regional CORE team provides consistent, non-enforcement-based engagement with unhoused individuals while strengthening coordination with the Pinole Police Department, local businesses, and County service systems; and

WHEREAS, in FY 2025/26, the City of Pinole participated in a regional partnership with the cities of El Cerrito, San Pablo, and Hercules to jointly fund CORE services in West Contra Costa County; and

WHEREAS, for FY 2026/27, the County has informed participating jurisdictions that the City of Hercules will no longer participate in the shared-services model, and to maintain continuity of service, Contra Costa County will assume Hercules’ former share of CORE team hours, ensuring no reduction in the level of service provided to Pinole; and

WHEREAS, under the terms of the FY 2026/27 agreement, Pinole will receive an annual minimum of 346.67 hours of dedicated outreach service, with activities including direct street engagement, housing assessments, service coordination, and outreach to the business community; and

WHEREAS, the City’s cost for FY 2026/27 is \$51,537, payable in quarterly installments, as set forth in the agreement; and

WHEREAS, the expenditure is eligible under California Health and Safety Code Section 34176.1(a)(2) for homelessness-prevention and rapid-rehousing activities, and Assembly Bill 1782 (Chapter 85, Statutes of 2024), effective January 1, 2025, increased the allowable annual expenditure cap for such activities from \$250,000 to \$500,000, plus cost-of-living adjustments; and

WHEREAS, the CORE outreach services agreement is a component of the City’s broader homelessness-prevention strategy and will be incorporated into the forthcoming comprehensive Housing Successor Fund planning effort led by the City’s Housing Fellow.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole hereby authorizes the City Manager to execute the agreement with Contra Costa County for the provision of CORE outreach services for Fiscal Year 2026–27, in an amount not

to exceed \$51,537, in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **16th** day of **June, 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 **16th** day of **June, 2026**

Heather Bell-Spears, CMC
City Clerk

**AGREEMENT BETWEEN CITY OF PINOLE
AND CONTRA COSTA COUNTY FOR ITS CONTRA COSTA
HEALTH SERVICES DEPARTMENT – COMMUNITY RESPONSE DIVISION**

THIS AGREEMENT, effective the July 1, 2026, (“**Effective Date**”), is by and between CITY of Pinole (hereinafter "**CITY**"), a municipal corporation organized and existing under the laws of the State of California and located in the County of Contra Costa, State of California, and Contra Costa County for its Health Services Department – Community Response Division (hereinafter referred to as “**CONTRACTOR**”).

THE PARTIES ENTER INTO THIS AGREEMENT based upon the following facts, understandings, and intentions:

CITY desires to contract with CONTRACTOR and CONTRACTOR has agreed to contract with CITY to provide homeless outreach services in CITY of Pinole, as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement (“**Term**”) begins on the effective date of this AGREEMENT and expires on June 30, 2027. The continuation of the Term into each next fiscal year will be contingent upon CITY’s lawful encumbrance or appropriation of new funds for the Agreement.

2. SCOPE OF SERVICES

A. CONTRACTOR shall provide County-contracted staff to provide Coordinated Outreach Referral and Engagement (CORE) program services (defined in section 2.B below) to individuals living in a state of homelessness within the boundaries of CITY. The primary mission of the CORE program is to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic needs services to, and find permanent housing, for such individuals.

CONTRACTOR shall employ and utilize its CORE Team (as defined below) to (i) serve as an entry point into the County of Contra Costa's coordinated entry system for unsheltered persons and (ii) work to locate, engage, stabilize and house chronically homeless individuals and families. CONTRACTOR will assure CITY receives an annual minimum of 346.67 hours of service from the CORE Team assigned to perform CONTRACTOR's obligations under this AGREEMENT (after observance of holidays). The CORE Team will consist of two (2) individuals who will provide services to CITY over the course of the AGREEMENT for at least 6.67 hours per week.

The days and hours of the CORE Team to provide said services are to be determined by CITY's City Manager or their designee. The days and hours will be flexible based on the needs of CITY in collaboration with City of San Pablo and City of El Cerrito, and their respective Police Departments. The CORE Team will be scheduled to provide said program services between the hours of 12:00 PM to 8:00 PM, Tuesday through Saturday of each week during the term of this AGREEMENT, based on the needs of CITY. A member of the CORE Team will check in at the beginning of each shift with CITY's Police Department on-duty Watch Commander or Homeless Outreach Officer for assignment. CITY shall provide CONTRACTOR the name and contact information of CITY coordinator. Specifically, the CORE Team shall comply with the following:

- 1) At least 1 (one) CORE Team shall be assigned by CONTRACTOR to perform CONTRACTOR's obligations to CITY under this AGREEMENT. CORE Teams shall be comprised of at least two (2) persons qualified to provide the services described herein. CONTRACTOR warrants and represents that each of the individuals it employs and/or retains to provide the services CONTRACTOR is required to perform hereunder shall (i) possess the requisite experience and training to competently perform said services (this is

not an on-the-job training program for CONTRACTOR's employees), (ii) shall possess the requisite license(s), degrees, and/or approvals necessary to competently perform said services, and (iii), to the extent said individuals shall have supervisory or disciplinary authority over any minor as part of the services to be performed hereunder, said individuals shall undergo a criminal background check pursuant to Cal. Pub. Resources Code sec. 5164 and pass that check before they are retained by CONTRACTOR to perform services under this AGREEMENT. The background check shall include a Live Scan in which fingerprints are submitted to the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) for a criminal record check.

- 2) Prior to the commencement of the term of this AGREEMENT, CONTRACTOR shall provide a written list of the names and contact information of all persons whom CONTRACTOR intends to employ to perform CONTRACTOR's obligations under this AGREEMENT. At least five (5) calendar days before CONTRACTOR removes or adds any person from or to this list, it shall provide written notice of same to CITY coordinator along with the name(s) and contact information of the person(s) removed and/or added.

B. Without limiting the foregoing provisions, CONTRACTOR will perform the following program services:

- 1) Identify and initiate contacts with homeless individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, benefits, behavioral health and primary healthcare services.
- 2) Respond to calls for outreach and engagement from CITY's employees. At the commencement of the term of this AGREEMENT, CONTRACTOR shall provide to CITY a list of the names of persons (and their contact information) who will be assigned to respond to such calls.
- 3) Conduct a standardized intake and needs assessment assuring all

homeless individuals contacted are entered into the Homeless Management Information System used by CONTRACTOR.

- 4) Conduct VI-SPDAT (Vulnerability Index-Service Prioritization Assistance Tool), a housing assessment tool, assuring that homeless individuals who are provided services hereunder are entered into the Coordinated Entry system for prioritizing their needs for longer term housing.
- 5) Partner with assigned CITY officer(s) during CORE Team work shifts throughout the week as needed and as determined by CITY coordinator.
- 6) Connect homeless individuals, also designated as “homeless clients”, via phone or in person with other points in the homeless service continuum including, but not limited to, interim housing, substance abuse treatment and mental health counseling, and benefits, etc.
- 7) Perform special assignments to include, but not be limited to, homeless counts, Homeless Connect and presentations. The number and nature of said assignments shall be determined by CITY coordinator who shall timely inform CONTRACTOR of CONTRACTOR’s obligation to perform them.
- 8) Conduct patrols of strategic areas within CITY’s limit, including commercial areas, on foot and via vehicle as designated by CITY coordinator.
- 9) Provide support to businesses where unhoused individuals may need services.
- 10) Observe and report threats to the health and/or safety of homeless individuals (or threats by homeless individuals to the health or safety of others) encountered in the field and determine the need to summon uniformed police, fire or other emergency personnel.
- 11) Maintain direct communications with CITY’s Police Department to

report illegal activity.

- 12) CORE Team supervisors and outreach workers will participate in monthly meetings with CITY's Police and City Management Departments, as well as with public and private partners as deemed appropriate by CITY coordinator.
- 13) CORE Team management will provide Service Impact Reports to CITY at intervals determined and required by CITY. The reports will assist CITY in evaluating outcomes of this AGREEMENT. The monthly report shall, in detail, describe the services rendered by CONTRACTOR during the previous thirty (30) days as well as the names of the persons rendering the service.
- 14) CONTRACTOR'S uniform will read "CORE Pinole" to increase visibility of services. CORE Outreach Specialists shall wear highly visible and easily recognizable CORE vests when engaged in fieldwork and during contacts.

3. **PAYMENT**

- A. Commencing July 1, 2026, CITY shall pay CONTRACTOR on a quarterly basis in arrears after services have been rendered and documented in quarterly invoices provided by CONTRACTOR, provided however that the total compensation to CONTRACTOR under this Agreement not to exceed **Fifty-One Thousand, Five Hundred Thirty-Seven Dollars (\$51,537)** during Fiscal Year 2026-27 under this Agreement, as detailed in Exhibit A, FY26/27 Budget.
- B. CONTRACTOR shall invoice CITY on a quarterly basis during the term of this AGREEMENT. Each invoice shall describe the date(s) the services were provided as well as the time(s) spent rendering the services. The quarterly invoice shall, in detail, describe the services rendered by CONTRACTOR during the billing period as well as the names of the persons rendering the service. In the event a payment is not received by CONTRACTOR within ten (10) days after the billing period identified in Section 3(A),

CONTRACTOR shall notify CITY and CITY shall have until the end of the same month to make such a payment or as many days as may be otherwise agreed upon by the parties to make payment to CONTRACTOR.

4. INDEPENDENT CONTRACTOR

- A.** CONTRACTOR is and shall be deemed an independent contractor and shall have exclusive responsibility for and control over details and means of providing its services under this AGREEMENT, subject to the provisions herein. CONTRACTOR agrees that its services shall be performed with due diligence, competently and in accordance with generally accepted industry practices and as generally directed by CITY. As an independent contractor, CONTRACTOR and its employees shall not be eligible for any payment, benefits or remuneration of any nature, which CITY may otherwise provide to its own employees. The amount specified in Section 3(A) shall be the only payment CITY pays to CONTRACTOR for the latter's performance under this AGREEMENT. All persons, if any, hired by CONTRACTOR shall be employees, volunteers, or subcontractors of CONTRACTOR and shall not be construed as employees or agents of CITY in any respect.
- B.** CONTRACTOR shall perform and coordinate all its activities in a timely manner so that the assigned activities will be completed according to any reasonable deadlines imposed by CITY.

5. AUTHORIZED REPRESENTATIVES

CITY's authorized representatives to administer the terms of this AGREEMENT shall be the City Manager or designee. CONTRACTOR'S representative to administer the terms of this AGREEMENT shall be Jenny Robbins. Notwithstanding any other terms of this AGREEMENT, either party may at any time change the designation of representatives upon written notice provided to the other party without this AGREEMENT having to be amended or modified.

6. **AMENDMENT**

This AGREEMENT may not be modified or amended except through written agreement between the parties.

7. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS**

A. CONTRACTOR's records and documents pertaining to actual monthly activities within CITY shall be given to CITY by the end of each month, if requested. Such documents will be redacted by CONTRACTOR removing personally identifiable information which is restricted under HIPAA guidelines before they are provided to CITY. CONTRACTOR is entitled to keep copies of these same items for its internal use and for reporting to governmental agencies (e.g. HUD and County of Contra Costa) on services rendered to homeless individuals.

B. CONTRACTOR shall retain said records and documents for the three-year period immediately following the termination of this AGREEMENT, and upon reasonable notice from CITY, shall make said records and documents available at a mutually agreeable location in Contra Costa County to CITY for inspection and copying.

8. **STANDARD OF PERFORMANCE**

CONTRACTOR represents to CITY that CONTRACTOR'S services shall be performed in an expeditious and timely manner and with the degree of skill and care that is required by current, good, sound procedures and practices applicable to the profession which provides the services CONTRACTOR is agreeing to perform hereunder. CONTRACTOR further agrees that the services shall be in conformance with this AGREEMENT.

9. **MUTUAL INDEMNIFICATION**

A. CITY shall defend, save and hold harmless and indemnify CONTRACTOR, and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever

arising from or connected with the operations or the services of CITY hereunder, to the extent resulting from the conduct, negligent or otherwise, of CITY, its agents or employees.

B. CONTRACTOR shall defend, save and hold harmless and indemnify CITY and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of CONTRACTOR, to the extent resulting from the conduct, negligent or otherwise, of CONTRACTOR, or its employees.

10. INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, procure and maintain in full force at all times during the term of this AGREEMENT the following insurance:

A. Commercial General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this AGREEMENT providing one million dollars (\$1,000,000) per accident for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements. CONTRACTOR covenants that it will ensure itself against liability for Worker's Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of CITY Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

- 1) CITY, its officers, agents, employees, and volunteers are to be covered as additional insured on an endorsement at least as broad as an ISO CG 20 10 (or as an Additional Covered Party as noted on Contractor's insurance certificate) with respect to: Liability arising out of activities and operations performed by or on behalf of CONTRACTOR pursuant to this AGREEMENT and premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers.
- 2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to CITY, its officers, officials, employees, or volunteers.
- 4) The insurance CONTRACTOR is required to obtain hereunder shall provide coverage for CONTRACTOR's liabilities under this AGREEMENT, including but not limited to CONTRACTOR's obligations under Section 9.
- 5) The aforementioned policies shall be issued by an insurance carrier having a rating of Best A:VII or better which is satisfactory to CITY Attorney and CITY's Pooling Authority and evidence of said insurance shall be delivered to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the AGREEMENT may

be delivered to CITY. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after CITY receives notices from the insured of the intent of cancellation or reduction.

11. TERMINATION

- A.** CITY or CONTRACTOR may terminate this AGREEMENT for any reason upon sixty (60) days' written notice to the other party.
- B.** CITY and/or CONTRACTOR may terminate the AGREEMENT upon ten (10) days' written notice if the other party (the "breaching party") breaches this AGREEMENT and the breach is not cured within ten (10) days after the non-breaching party has delivered written notice to the breaching party notifying the breaching party of the nature of the breach and the steps that must be taken and completed within said ten (10) day period to cure the breach. Upon passage of the said ten (10) day period without the breaching party curing the breach, the AGREEMENT shall be deemed terminated.
- C.** In the event of termination based upon sixty (60) days' notice as set forth in subsection 11(A), CITY will pay CONTRACTOR for services performed through the effective date of the termination.
- D.** Any records or documents prepared for CITY prior to the effective date of any termination of this AGREEMENT shall be promptly delivered to CITY by CONTRACTOR, subject to Section 7 above.
- E.** The parties acknowledge that City of San Pablo and City of El Cerrito have a similar contract in place with CONTRACTOR. Taken together, these agreements enable CITY to contract for at least 6.67 hours of services per week from CONTRACTOR and allow City of San Pablo, City of El Cerrito, and Contra Costa Health Services to cumulatively

contract for at least 33.33 hours of service from CONTRACTOR, thereby splitting the cost of a full-time CORE Team. Should City of San Pablo, or City of El Cerrito terminate their agreement with CONTRACTOR, or, should City of San Pablo or City of El Cerrito notify CONTRACTOR of a breach of its agreement, or should CONTRACTOR notify City of San Pablo or City of El Cerrito of a breach of its agreement, CONTRACTOR must simultaneously deliver a copy of any default or termination notice delivered or received by CONTRACTOR and notify CITY in writing within ten (10) days after the breach or termination of the contract between CONTRACTOR and City of San Pablo or City of El Cerrito.

12. COMPLIANCE WITH CIVIL RIGHTS

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- A. Equal Employment Opportunity.** In performing under this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.
- B. Nondiscrimination Civil Rights Act of 1964.** CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.
- C. Solicitations for Subcontractors including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by CONTRACTOR of CONTRACTOR's obligation under this

AGREEMENT and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

13. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable published Federal, State of California, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services described herein.

14. CHOICE OF LAWS

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

15. NON-WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in the AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

16. ENFORCEABILITY

In the event that any of the provisions or portions or application of any of the provisions of the AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward affecting the intended purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions or application of any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining provisions or portions or application of any remaining provisions of the AGREEMENT.

17. INTEGRATION

This written AGREEMENT contains the entire AGREEMENT and all understandings between the parties as to the subject matter of this AGREEMENT. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

18. SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or transfer any interest in the AGREEMENT without CITY's prior written consent, which consent shall be at CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

19. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the addresses as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY: City Manager
 2131 Pear St
 Pinole, CA 94564
 Phone: 510-724-9000

To CONTRACTOR: Jenny Robbins, Director
 Contra Costa County Health Services Department
 Community Response Division
 2600 Stanwell Drive, Suite 100
 Concord, CA 94520
 Phone: 925-608-6700

20. AUTHORIZATION TO EXECUTE AGREEMENT

The persons whose signatures appear below warrant and represent that they have been duly authorized by their respective party to execute this AGREEMENT on behalf of that party. They further warrant and represent that

the party which they represent has taken the requisite action to approve this AGREEMENT and authorize its execution by the undersigned. The persons whose signatures appear below warrant and represent that this AGREEMENT is a lawful agreement that is binding upon the party which the undersigned represents, enforceable against said party in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in three (3) or more copies as of the date and year first written above.

By: _____	By: _____
Name: Jenny Robbins, LCSW	Name: Garrett Evans
Title: Director	Title: Interim City Manager
Community Response Division	City of Pinole

Attest:

Heather Bell-Spears, City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

Attachment:

Exhibit A – FY 26/27 Budget



CITY COUNCIL REPORT

9.D.

DATE: JUNE 16, 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 THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NORESKO FOR DEVELOPMENT OF A PERMITTING COMPLIANCE PROGRAM AND BUILDING PERFORMANCE STANDARD PROGRAM, IN THE AMOUNT OF \$63,300, FULLY FUNDED BY THE CALIFORNIA ENERGY COMMISSION GRANT.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment A) authorizing the City Manager to enter into a professional services agreement not to exceed \$63,300 with NORESKO for the Development of a Permitting Compliance Program and Building Performance Standard Program (Attachment B), funded entirely by the City's grant award from the California Energy Commission (CEC).

BACKGROUND

In January 2025, the City executed a \$700,000 grant agreement with the California Energy Commission under the Local Government Building Decarbonization Challenge. The grant supports multiple initiatives in the City's Climate Action and Adaptation Plan (CAAP) aimed at reducing building-related greenhouse gas emissions.

Two key CAAP actions are directly addressed through this proposed contract with NORESKO:

1. CAAP Action BE-2j — Permitting Compliance Program. This action calls for establishing a more consistent, efficient, and user-friendly permitting environment to improve compliance with energy and electrification requirements. The envisioned program includes:

- Routine training for building staff
- Clear, web-based compliance checklists and permit guidance
- Online permitting enhancements
- Fee structures that encourage compliance, including zero-cost permits for heat pump installations
- Tools that reduce permit evasion and streamline customer experience

2. CAAP Action BE-3d — Building Performance Standard (BPS). This action directs the City to create long-term performance requirements for commercial and industrial buildings larger than 20,000 square feet. The BPS is planned in four stages:

1. Technical assistance and data analysis
2. Mandatory energy-use reporting
3. Retro-commissioning to correct inefficiencies and evaluate electrification opportunities
4. Implementation of a GHG performance requirement for covered buildings

These programs build upon substantial progress already underway in Pinole, including:

- Launch of [eTRAKiT online permitting](#)¹
- [Instant permitting via Symbium for energy-efficiency projects](#)²
- [Pinole Energy Enhancement Rebate \(PEER\) Program](#)³
- Limited [no-cost building permit fees for heat pump projects](#)⁴
- The [All-Electric Building Virtual Concierge](#)⁵
- Development of reach codes and a water heater loaner program

Together, these initiatives strengthen building electrification, support residents and businesses, and reduce administrative burden on staff.

¹ www.pinole.gov/online-permitting-licensing-center

² www.pinole.gov/instant-permitting-for-residential-energy-projects

³ www.contracosta.ca.gov/9978/Pinole-Energy-Enhancement-Rebate-Program

⁴ www.pinole.gov/permit-rebates-for-gas-to-heat-pump-installations

⁵ www.pinole.gov/concierge

REVIEW AND ANALYSIS

In March 2026, the City released a Request for Proposals (RFP) (Attachment C) seeking experienced firms to help develop both the permitting compliance program and the building performance standard program. The City received three proposals, which were evaluated by a review committee based on qualifications, approach, and technical experience. After review, the committee assigned the proposal from NORESKO (Attachment B) the highest score for several reasons:

- Extensive experience developing similar programs: NORESKO has worked on permitting modernization, building decarbonization, and building performance standards across California and nationally.
- Deep knowledge of state energy codes and compliance tools: They are familiar with Energy Code Ace, statewide reach codes, electrification policies, Title 24, and best-practice permitting improvements.
- Strong background in building performance standards: NORESKO helped design and implement BPS programs in cities such as Chula Vista and Boulder.
- Ability to integrate Pinole's existing work: The firm demonstrated understanding of the City's existing online permitting tools, rebates, instant permits, and grant-funded incentives, and will ensure these efforts are combined into a cohesive compliance and performance framework.

The scope of work under the contract includes:

- Comprehensive assessment of current permitting and inspection processes

- Interviews with contractors and staff to identify barriers
- Development of streamlined permitting workflows and support tools
- Integration of reach code requirements
- Review of existing research, pilot programs, and statewide technical resources
- Creation of a full Building Performance Standard, including: building inventory and classification, selection of performance metrics, target setting, compliance pathways and penalties, cost analysis and supportive incentive mapping, stakeholder and building-owner engagement
- Final recommendations and Council-ready program materials: This work will lay the foundation for long-term compliance improvements, support decarbonization goals, and help ensure Pinole meets grant-funded deliverables on schedule.

FISCAL IMPACT

There is no General Fund impact. The total contract cost of \$63,300 is fully covered by the CEC grant, and no matching funds are required.

ATTACHMENTS

- A. Resolution
- B. NORESKO Response to Assist in the Development of the Permitting Compliance Program and BPS Program final updated 5.15 2026
- C. Request for Proposals

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NORESCO, LLC FOR DEVELOPMENT OF A PERMITTING COMPLIANCE PROGRAM AND BUILDING PERFORMANCE STANDARD PROGRAM IN THE AMOUNT OF \$63,300, FULLY FUNDED BY CALIFORNIA ENERGY COMMISSION GRANT FUNDS

WHEREAS, in January 2025, the City executed a grant agreement with the California Energy Commission (CEC) through the Local Government Building Decarbonization Challenge; and

WHEREAS, the scope of work in the grant agreement directs the development of a permitting compliance program and building performance standard program in alignment with the City’s Climate Action and Adaptation Plan; and

WHEREAS, in March 2026, the City released a Request for Proposals seeking qualified firms to perform this work; and

WHEREAS, the City received three proposals responding to the RFP; and

WHEREAS, a City selection review team evaluated and ranked the proposal submitted by NORESCO, LLC the highest; and

WHEREAS, the total cost for the proposed work is \$63,300 and is fully funded by the City’s California Energy Commission grant award; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole finds the foregoing recitals to be true and correct and incorporates them herein by reference.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute a Professional Services Agreement with NORESCO, LLC for development of a permitting compliance program and building performance standard program, in the amount of \$63,300, in substantially the form attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 16th day of **June, 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 **16th** day of **June, 2026**

Heather Bell-Spears, CMC
City Clerk

EXHIBIT A:

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND NORESKO, LLC

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and NORESKO, LLC ("Consultant") (together sometimes referred to as the "Parties") as of June _____, 2026 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 30, 2027, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed Sixty-Three Thousand Three Hundred Dollars (\$63,300), for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this

Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal

to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

- 2.6 Reimbursable Expenses.** There are no reimbursable expenses.

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The

cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance

4.2.1 General requirements. Consultant, Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City,

- its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
 - e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees,

volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this

Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.

- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, harass, or allow harassment, on the basis of a person's race, religious creed, color, national origin, ancestry, age, physical or mental handicap or disability,

medical condition, marital status, sex, or sexual orientation, and denial of family care leave, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. he Consultant and subcontractors shall comply with the Fair Employment and Housing Act (Gov. Code Section 12900(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest. Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.7 **Disadvantaged Business Enterprise.** This Agreement may be subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Disadvantage Business Enterprise (DBE) participation shall be in accordance with the AUTHORITIES DBE policies and the CONSULTANT agrees to comply with Federal-Aid Agreement procedures in accordance with State of California Department of Transportation.

- 7.8 **Administrative Requirements.** Consultant must comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer

software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at

their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, AUTHORITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Consultant and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by the City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

9.4 Audit Review Procedures. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's designated official. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by City of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City, at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms

and cause for termination of the contract and disallowance of prior reimbursed costs.

Section 10 STATE AND FEDERAL PREVAILING WAGE.

- 10.1 State Prevailing Wages.** Where applicable, the Consultant shall comply with all Federal, State, and local laws, ordinances, regulations, and permits applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Sections 1773 through 1775.
- 10.2 Federal Prevailing Wages.** The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts and subcontracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

Section 11 MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any

provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

11.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

11.6 Use of Recycled Products. Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

11.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection

b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's
Office

b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

11.8 Rebates, Kickbacks, or Other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.9 Debarment and Suspension Certification. Consultant will comply with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

11.10 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.11 Contract Administration. This Agreement shall be administered by the Community Development Director, who shall act as the City's representative. All correspondence shall be directed to the Community Development Director or through his or her designee.

11.12 Notices. Any written notice to Consultant shall be sent to:
Michael Goodrum
Technical Director, NORESKO, LLC
2151 Michaelson Drive, Suite 231
Irvine CA 92612

Any written notice to City shall be sent to:
City Manager, City of Pinole
2131 Pear Street
Pinole CA 94565

11.13 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

11.14 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

11.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Garrett Evans, Interim City Manager

Michael Goodrum, Technical Director

Consultant's City of Pinole Business
License #: _

Attest:

Heather Bell-Spears, City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A SCOPE OF SERVICES

The Consultant's scope of services will include the scope of work listed on pages 14-17 of the Consultant's proposal of April 6, 2026 and any modifications or additions agreed to by the Parties in writing and signed by the parties pursuant to Section 8.3.

EXHIBIT B

**COMPENSATION SCHEDULE AND HOURLY
FEES**

The fees charged by Consultant for work performed on an hourly basis shall not exceed the hourly rates shown in the fee proposal contained on page 23 of the Consultant's proposal of April 6, 2026 (Exhibit D)

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

[DATE]

**EXHIBIT D
NORESKO PROPOSAL**

[DATE]

CITY OF PINOLE

Response to Assist in the Development of the Permitting Compliance Program and Building Performance Standard Program



Point of Contact:
Michael Goodrum, P.E., CEM, LEED AP ND, CDP
Project Director
303.459.7401 | mgoodrum@noresco.com | www.noresco.com

This page intentionally left blank.

2151 Michelson Drive. Suite 231 | Irvine, CA 92612
www.noresco.com



April 6, 2026

City of Pinole
Community Development Dept.
2131 Pear Street
Pinole, CA 94564

RE: Response to Assist in the Development of the Permitting Compliance Program and BPS Program

Dear Selection Committee,

The City of Pinole (City) is taking meaningful, coordinated steps to advance community-wide building decarbonization and streamline permitting—efforts that will directly support the Climate Action and Adaptation Plan (CAAP) goals of carbon neutrality by 2045. NORESKO is pleased to submit our proposal to support the City in developing both a comprehensive Permitting Compliance Program and a Building Performance Standard (BPS) Program. Our team brings deep technical, policy, and implementation expertise to deliver programs that are clear, workable, and grounded in real-world building practices, while fully leveraging the robust foundational work the City has already completed.

NORESKO is a national leader in building energy codes, permitting modernization, and building performance standards. We have helped design and administer some of the earliest and most influential BPS programs in the country, including the City of Chula Vista's Building Energy Saving Ordinance—California's first operating BPS. This team has also worked on Boulder's Building Performance Ordinance, another monumental program for communities in Colorado. This experience directly aligns with Pinole's needs to develop targeted metrics, establish compliance pathways, integrate benchmarking data, and set performance targets for buildings under 50,000 square feet.

Our work on these programs informs an approach that is technically rigorous, transparent, and supportive of both building owners and municipal staff throughout implementation.

We are equally experienced in permitting process modernization. Across California—including San Diego County, San Diego, Chula Vista, Menlo Park, and Palo Alto—we have supported decarbonization policies that intersect with building departments, reach codes, permitting triggers, and electrification measures. Pinole has already built an impressive foundation, including eTRAKiT online permitting, instant permits via Symbium, the Pinole Energy Enhancement Rebate Program, limited no-cost permit fees, and the forthcoming all electric building virtual concierge. NORESKO will thoughtfully integrate these existing programs into a cohesive compliance framework.

We also understand the City's directive to leverage existing research and statewide resources—including the San Mateo County Heat Pump Water Heater Streamlining Report, the SPUR Greenlighting Clean Heat Brief, the MCE/Cadmus permitting study, and Energy Code Ace technical assistance. NORESKO will incorporate these tools into a streamlined, user-centered program that reduces administrative burden, encourages voluntary compliance, and makes electrification upgrades more accessible for homeowners and contractors.

A. COVER LETTER

2151 Michelson Drive. Suite 231 | Irvine, CA 92612

www.noresco.com



For the BPS program, our role will include identifying and classifying covered buildings, selecting appropriate performance metrics, setting targets using CEC benchmarking data, developing equitable compliance pathways, conducting cost analyses, and facilitating robust engagement with building owners, tenants, and staff.

Our participation in the California BPS Peer Learning Collaborative further ensures that Pinole's program aligns with emerging statewide norms, funding opportunities, and best practices.

We accept the terms of the City's Consulting Services Agreement and confirm that our proposal will remain valid for ninety (90) days. Michael Goodrum will serve as the primary point of contact for our firm, working in coordination with John Balfe, the designated Project Manager.

We value the opportunity to partner with the City of Pinole on this important next phase of its climate and permitting modernization work. We look forward to supporting the City in delivering programs that are technically sound, equitable, and achievable for the community.

Best regards,

A handwritten signature in blue ink, which appears to read "Michael Goodrum".

Michael Goodrum

Point of Contact & Technical Director

NORESKO, LLC

303.801.7800 | mgoodrum@noresco.com

B. BRIEF COMPANY PROFILE

COMPANY INFORMATION	
RFP Requirement	Response
Company Name	NORESCO, LLC
Employee Count & Staffing Capacity	<p>NORESCO is fully equipped to support the City with the flexibility, depth, and responsiveness required for this on-call engagement. Our Sustainability Sector includes more than 460 qualified professionals available, as needed, to meet project demands.</p> <p>We have identified a core team of five personnel, selected for their direct and relevant expertise and ability to ensure the successful delivery of the City's BPS objectives. They all have project experience in benchmarking, performance metrics, performance standards, and compliance pathways. More details about their experience can be found in Section C.</p>
Headquarters Office	1 Research Drive, Suite 400C Westborough, MA 01581
Local Offices	<p>2151 Michelson Drive, Suite 231 Irvine, CA 92612</p> <p>500 Capitol Mall - Suite 2350 Sacramento, CA 95814</p>
Number of Years in Business	42 years
Company Organizational Structure	NORESCO is a wholly-owned, indirect subsidiary of Carrier Global Corporation, we are committed to advancing and transforming the built environment. Carrier Global Corporation, a Fortune 500 company listed on the New York Stock Exchange (NYSE: CARR), is a leading provider to the HVAC distribution and building systems industries worldwide.
Disciplines	<p>We offer a comprehensive suite of energy efficiency and sustainability consulting services for new and existing buildings. Particular to this proposal are:</p> <ul style="list-style-type: none"> • Building Performance Development and Implementation • Building Stock Analysis • Facility Conditions Assessments • California State Energy Code Experts

FIRM HISTORY AND QUALIFICATIONS

Founded in 1984, NORESKO is one of the nation's leading energy services and sustainability consulting firms, with more than four decades of experience helping public agencies modernize buildings, electrify infrastructure, and implement effective climate strategies. As a leading sustainable design engineering firm, we improve the energy-efficient design and maintenance of individual buildings while also supporting government and utility clients in developing broader energy efficiency and decarbonization policies. Our integrated experience across policy development, technical analysis, and hands-on project delivery directly supports the City of Pinole's goals to streamline permitting processes, improve compliance, and establish long-term building decarbonization programs.

The City's development of a Permitting Compliance Program and Building Performance Standard (BPS) Program requires clear, practical, and implementable program design. These programs must be efficient for City staff to administer and straightforward

for building owners to understand and comply with. NORESKO's experience aligns directly with these needs, including streamlining permitting processes, integrating reach code triggers, defining clear compliance pathways, and developing tools that reduce administrative burden while supporting long-term climate goals.

Our team specializes in building energy policies such as benchmarking, energy reporting, and building performance standards, with a strong emphasis on implementation. We are actively supporting California jurisdictions in the design and launch of BPS programs, including development of performance metrics, reporting frameworks, equitable compliance pathways, cost analyses, and stakeholder engagement strategies.

Through our leadership in the CalBPS Peer Learning Collaborative, we work alongside state agencies, utilities, and peer jurisdictions to align methodologies for target setting, data normalization, equity considerations, enforcement strategies, and the use of

state-supported tools. This ensures that Pinole's programs reflect current, widely accepted approaches across California's evolving BPS landscape.

Within California, NORESKO supports active benchmarking and compliance programs, including Chula Vista's Building Energy Saving Ordinance—California's first operational BPS—as well as ongoing efforts in the City and County of San Diego. This experience directly supports Pinole's need to leverage existing benchmarking data, evaluate performance metrics, and establish rational, achievable targets by building type, grounded in real-world program administration.

NORESKO also brings over a decade of experience delivering Title 24 compliance training and education in the San Diego region through work with San Diego Gas & Electric and local jurisdictions. In collaboration with Energy Code Ace, we provide targeted outreach on compliance improvement strategies, electrification, and EV infrastructure through a range

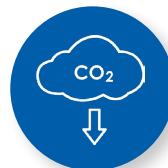
FIRM HIGHLIGHTS



\$5+ Billion
in guaranteed energy savings since founding



32,288 kW+
of solar photovoltaic arrays and renewable sources installed



25 million
metric Tons of CO₂ Emissions reduction



460+
employees nationwide



42 years
of industry experience



120 Million+
MMbtu of energy saved

TEAM HIGHLIGHT: Our Team’s Intimate Knowledge in Energy Codes and Standards in California

NORESCO has decades of leadership in developing and implementing building energy efficiency standards and carbon reduction initiatives in California. Many members of our proposed team have played integral roles in these efforts, with a primary focus on the Title 24 Standards, as well as national contributions to ASHRAE 90.1 and 62.1 User Manual updates. Specific relevant experience includes:

- NORESKO has advanced the nation’s most efficient energy code—California’s Title 24—through the 2001, 2005, 2008, 2013, 2016, 2019, 2022, and 2025 code cycles. Currently, NORESKO is supporting 2028 updates.
- The California Energy Commission relied on NORESKO to develop a strategic plan in 2018 focused on Zero Net Energy goals.
- NORESKO developed the ASHRAE 90.1 User’s Manual (1989, 1999, 2001, 2004, 2007, 2010, 2016, 2019), 62.1 User’s Manual (2004, 2007, 2010, 2013, 2016, 2019), 62.2 User’s Manual (2010), and 90.2 User’s Manual (1993). **Many core team members are a part of the large team of experts at NORESKO that authored key elements in ASHRAE’s recently published Decarbonization Guide for Existing Buildings. The manual provides detailed instruction as well as tables and graphs for existing building renovations.**



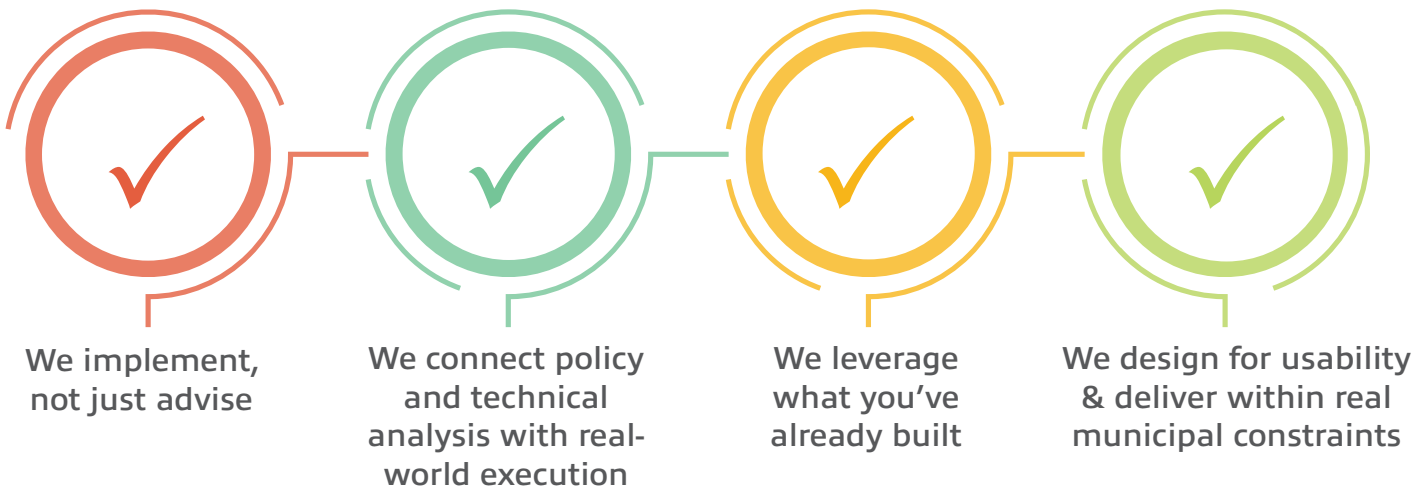
of formats, including instructor-led trainings, webinars, self-paced modules, and digital resources. These efforts are tailored to meet the needs of diverse audiences, including staff, contractors, and building stakeholders.

In addition, we draw on experience from jurisdictions with mature BPS programs, including Denver, Washington State, Massachusetts, and New York. These programs have addressed complex challenges such as equitable target

setting, building-type differentiation, flexible compliance pathways, enforcement mechanisms, and long-term program durability. We translate these lessons into California-specific, actionable solutions to support Pinole in developing a defensible, user-friendly, and scalable program.

Finally, as a national Energy Services Company (ESCO), NORESKO brings deep, hands-on experience implementing energy upgrades

in existing buildings. This practical perspective ensures that both the Permitting Compliance and BPS programs are grounded in real-world conditions, including installation timelines, financing constraints, tenant considerations, construction sequencing, and operational impacts. These insights enable the City to design programs that improve compliance, accelerate electrification, and reduce emissions without introducing unnecessary barriers for homeowners, contractors, or building owners.



CALIFORNIA ENERGY COMMISSION — TITLE 24 NONRESIDENTIAL BUILDING SCIENCE TECHNICAL SUPPORT

Statewide, CA



NORESKO PARTNERS WITH CALIFORNIA ENERGY COMMISSION TO DEVELOP NEW ENERGY EFFICIENCY STANDARDS IN SUPPORT OF STATE'S DECARB GOALS

NORESKO has collaborated with the Buildings Standards Office at the California Energy Commission to advance the nation's most efficient energy code, Title 24, Part 6, through the 2001, 2005, 2008, 2013, 2016, 2019, 2022, 2025, and 2028 code cycles.

NORESKO technical staff provided complete support services to the California Energy Commission to update the nonresidential building energy efficiency standards and provide support to the residential updates. Updates included measure analysis, measure report preparation, energy savings analysis, life-cycle analysis, drafting of proposed changes to the Standards, working through the Energy Commission rulemaking and Standards adoption process, proposed changes to the Alternative Calculation Method manuals, and updating of the compliance manuals.

NORESKO is currently working on the 2025 and 2028 code cycles, which will enable the CEC to drive continued progress toward the goals in California's Integrated Energy Policy Report (IEPR). The 2021 IEPR recommends the acceleration of building decarbonization and the installation of 6 million heat pumps by 2030. California's building energy code will play a key role in achieving these objectives, and the NORESKO team will support the CEC in developing energy accounting methodologies, including development of prototype building models, weather files, metrics and life-cycle cost methodology. The team will review national model codes, assess new measures and code structure ideas, and support the research and development of new code requirements. Tools, training, and other resources developed by NORESKO can be found at www.energycodeace.com.

With the ongoing support of NORESKO, the CEC continues to pioneer world-leading strategies for buildings, while enabling energy bill savings and other benefits to building owners and occupants.



Timeline

2001 - Present



Owner/Client

California Energy Commission

NORESKO Services

Energy Code Development

Energy Modeling

Cost Effectiveness Analysis

GHG Reduction Analysis

CITY OF CHULA VISTA — BUILDING PERFORMANCE STANDARD

Chula Vista, CA




IMPLEMENTATION OF THE FIRST BUILDING PERFORMANCE STANDARD TO LAUNCH IN CALIFORNIA THROUGH WORK WITH THE CITY OF CHULA VISTA


We are assisting Chula Vista with administrating their Building Energy Savings Ordinance through outreach, education, and resources. This has included evaluating and developing website content, co-producing informative videos of benchmarking benefits and how to use EnergyStar Portfolio Manager, developing an outreach plan including letters and postcards to owners, planning in-person events for building owners to help with reporting and making decisions once benchmarking is established.

NORESCO worked closely with City staff to audit and analyze existing building data while continuously supporting them to update and refine their owner database. This data was used to inform marketing and outreach efforts as we connected with stakeholders. Through program branding, website updates, and additional outreach, our team is providing key information on meeting the benchmarking standards, which tools to use, and practical energy efficiency measures to increase building performance.

We co-produced [several short promotional videos](#) showing the benefits of benchmarking and the success local businesses have had in lowering utility bills, reducing energy use, and upgrading systems to comply with the ordinance as well a detailed tutorial walking through the reporting process.

 **Size**
XX SF

 **Timeline**
2019 - Present

 **Owner/Client**
City of Chula Vista

NORESCO Services

- Technical Support
- Quality Control and Analysis
- Standard Compliance and Support
- Strategic Communications/Outreach
- Graphic Design Support

U.S. DEPARTMENT OF ENERGY — CALIFORNIA BUILDING PERFORMANCE STANDARD COHORT

Statewide, CA



ACCELERATING BPS DEVELOPMENT BY LEVERAGING PEER COMMUNITIES AND NATIONAL BEST PRACTICES

NORESCO is part of a nationwide network of cohorts supporting development and implementation of benchmarking and BPS. Through DOE's RECI Round 1 award, NORESKO collaborates with cohorts in seven states, allowing us to bring proven policy frameworks, implementation strategies, and lessons learned from jurisdictions at every stage of BPS adoption to our municipal clients.

Within this national effort, NORESKO partnered with USGBC-California to create and lead the [CalBPS Peer Learning Collaborative](#)— a statewide working group of cities, counties, and state agencies actively developing or implementing BPS policies. Participants range from jurisdictions establishing benchmarking ordinances to those enforcing full performance standards, including coordination with the California Energy Commission as the state advances its own BPS. NORESKO structures and facilitates this collaborative, curates technical content, brings in national subject matter experts, and provides tools, templates, and implementation guidance. **John Balfe, the Senior Project Manager proposed for the City of Pinole, has been instrumental to the success of this program and will apply these proven approaches to ensure the effective implementation of your Permitting Compliance Program and Building Performance Standard.**



Timeline
2024 - Present



Owner/Client
U.S. Department of Energy /
ClearlyEnergy

NORESCO Services

Building Performance Standard
Development, Adoption, and
Implementation

! For the City, this means your BPS program would be informed by current, real-world experience from peer jurisdictions, grounded in DOE-vetted best practices, and supported by a third-party technical advisor that is already helping cities navigate the policy, data, stakeholder, and compliance challenges of launching and operating a successful Building Performance Standard.

C. ORGANIZATION AND STAFFING

TEAM ORGANIZATION & QUALIFICATIONS

CITY OF PINOLE



MICHAEL GOODRUM
P.E., CEM, LEED AP ND, CDP
Technical Director and
Subject Matter Expert



JOHN BALFE
Project Manager



KRISTEN SALINAS
P.E. (CA), LEED AP BD+C, WELL AP, ENV SP
Code Compliance Subject Matter Expert



JOHN ARENT
P.E. (CA)
Building Energy and Commissioning
Subject Matter Expert



ZAHRA ZOLFAGHARI
LEED GREEN ASSOCIATE
Engineer/Analyst - BPS



RACHEL TRUTTMANN
FITWEL AMBASSADOR
Engineer/Analyst - Reach
Codes

PROJECT HIGHLIGHT: Turning energy benchmarking into a foundation for building decarbonization in San Diego

We are working with the City of San Diego to support updates to their Energy Benchmarking Ordinance to advance building decarbonization efforts in alignment with the City's Climate Action Plan. Our team is providing technical and policy support to modernize benchmarking requirements, ensure accurate and timely energy reporting, and inform future decarbonization strategies. **Our team is advising the City on policy approaches that encourage energy efficiency, electrification, and reduced reliance on fossil fuels, while ensuring that energy consumption data is properly obtained, interpreted, and reported to support informed decision-making.**

We are leading stakeholder engagement to raise awareness of benchmarking and decarbonization requirements, educate building owners, and gather feedback to inform policy. We also maintain the City's benchmarking resources to ensure guidance is accurate, accessible, and actionable for improving building performance and reducing emissions.



C. ORGANIZATION AND STAFFING



MICHAEL GOODRUM, P.E., CEM, LEED AP ND, CDP Technical Director and Subject Matter Expert

SUMMARY OF QUALIFICATIONS & EXPERIENCE

With two decades of years of experience in energy efficiency, existing buildings, and decarbonization policy, Michael brings well-established leadership to the development and implementation of BPS and benchmarking programs. This work is grounded in more than 15 years of hands-on assessments of municipal, institutional, and commercial facilities, providing a practical understanding of building operations and achievable savings. **A key strength for this project is his familiarity with the State of California’s planned BPS. Michael was invited to participate in the State’s BPS workshops, providing early access to draft recommendations and ongoing coordination with the California Energy Commission—insights that will help ensure local alignment with statewide requirements.**

Recent efforts also include statewide BPS development support for the U.S. Department of Energy and the Colorado Energy Office, as well as leadership on multiple California initiatives such as the DOE-funded California BPS Cohort, benchmarking and ordinance support for the City of San Diego, decarbonization analysis for the City of Los Angeles, and compliance tool development for Southern California Edison and SDG&E. This combination of technical and policy experience ensures delivery of practical, data-driven, and implementable programs for jurisdictions, staff, and building owners.

YEARS OF EXPERIENCE:
20 years

TIME ALLOCATED TO PROJECT:
10%



JOHN BALFE Project Manager

SUMMARY OF QUALIFICATIONS & EXPERIENCE

John brings experience implementing proven best practices in energy programs focused on decarbonization and building efficiency. **He has been key in leading the development and implementation of BPS programs throughout the country, providing hands-on support to more than 150 communities to meet energy and decarbonization goals. Recent efforts include project management of statewide BPS programs for the U.S. Department of Energy in California and with the Colorado Energy Office.**

A significant portion of John’s work is directly connected to California jurisdictions. In leading the DOE-funded California BPS Cohort, he manages peer exchange and supports local governments statewide in the development, adoption, and implementation of benchmarking and BPS programs. Also leads benchmarking ordinance support for the City of San Diego, he organizes outreach and engagement activities to increase compliance and oversees the City’s transition to the BEAM reporting platform—experience closely aligned with Pinole’s goals for streamlined compliance and clear reporting requirements.

Additional experience includes workforce development and technical training support for NREL’s Buildings UP Program and decarbonization project management for NYSERDA’s Downtown Revitalization Initiative, demonstrating expertise in stakeholder engagement, technical assistance, and scalable program delivery.

YEARS OF EXPERIENCE:
10 years

TIME ALLOCATED TO PROJECT:
20%



KRISTEN SALINAS, P.E. (CA), LEED AP BD+C, WELL AP, ENV SP Code Compliance Subject Matter Expert

SUMMARY OF QUALIFICATIONS & EXPERIENCE

Kristen brings experience in sustainable design, building performance, and decarbonization, with expertise spanning both new construction and existing-building work. With a civil engineering background, she integrates sustainability measures—including BPS compliance strategies, embodied carbon analysis, and certification pathways—into practical, buildable solutions. Her Green Building and Sustainable Design certificate further enhances her understanding of low-carbon materials, water systems, and resilient site planning.

Based in California, her work is strongly rooted in the State's energy policy and building-performance landscape, including extensive support for the California Energy Commission and major California utilities. Through the Statewide Codes and Standards Program, she develops Title 24, Part 6-related guidance, training, and compliance resources that help jurisdictions and project teams interpret and apply energy-code requirements. She also supports BPS-related efforts by evaluating building performance and helping cities and utilities integrate decarbonization recommendations into planning and operations. Kristen's engineering expertise, deep familiarity with California codes, and hands-on experience supporting performance-based policies will be integral in helping our team set these programs up for success in Pinole.

YEARS OF EXPERIENCE:
20 years

TIME ALLOCATED TO PROJECT:
10%



JOHN ARENT, P.E. (CA) Building Energy and Commissioning Subject Matter Expert

SUMMARY OF QUALIFICATIONS & EXPERIENCE

John is a California-based engineer with experience specializing in California building energy codes, decarbonization policy, and technical standards development. He has supported the California Energy Commission across more than six Title 24 code cycles, contributing to Standards Updates, nonresidential technical analysis, Alternative Calculation Methods, software development for CBECC-Com, and statewide measure evaluation. His work includes measure identification, cost-effectiveness analysis, prototype model development, and creation of technical documentation that directly informs California's energy policy and regulatory updates.

He provided long-standing technical support to California's investor-owned utilities, including Southern California Edison and Pacific Gas & Electric. His efforts include CASE proposal development, energy modeling and prototype building research, compliance enhancement strategies, comparative technical analysis, and development of implementation resources for Title 24 and Title 20. With deep experience across California codes, compliance pathways, energy modeling tools, and stakeholder support, John brings highly relevant expertise to the Pinole project, particularly in Title 24 interpretation, emissions-reduction strategies, and development of practical compliance and implementation guidance for local jurisdictions.

YEARS OF EXPERIENCE:
30 years

TIME ALLOCATED TO PROJECT:
10%

C. ORGANIZATION AND STAFFING



ZAHRA ZOLFAGHARI, LEED GREEN ASSOCIATE
Engineer/Analyst – BPS

YEARS OF EXPERIENCE:
5 years

TIME ALLOCATED TO PROJECT:
30%

SUMMARY OF QUALIFICATIONS & EXPERIENCE

Zahra is a Building Performance Analyst with experience in building science, energy modeling, carbon analysis, and performance optimization. **Her work supports the development of BPS by translating technical modeling and carbon data into insights that inform policy design, compliance pathways, and retrofit strategies.** She has contributed to analyses that help jurisdictions understand baseline building performance, identify improvement opportunities, and evaluate cost-effective decarbonization measures.

Much of her recent experience is directly connected to California's building stock and energy-code framework. For Southern California Edison, she performed large-scale modeling and data analysis to develop prototype buildings representing California's single-family, multifamily, and nonresidential sectors, providing foundational data for future BPS and code updates. Her work supporting PG&E and other California utilities includes assisting with Title 24, Part 6 and Title 20 compliance workflows and developing program materials that improve understanding of code requirements. Prior roles include significant contributions to building-performance and decarbonization tool development, such as leading research and product teams to deliver automated energy-modeling tools and conducting calibrated modeling and retrofit optimization analysis for a utility-led commercial decarbonization pilot. These experiences strengthen her ability to support BPS programs with rigorous analytics, scenario evaluation, and technology-driven assessment capabilities.



RACHEL TRUTTMANN, FITWEL AMBASSADOR
Engineer/Analyst – Reach Codes

YEARS OF EXPERIENCE:
5 years

TIME ALLOCATED TO PROJECT:
30%

SUMMARY OF QUALIFICATIONS & EXPERIENCE

Rachel brings experience supporting sustainability, energy code compliance, and decarbonization initiatives, with a strong focus on California jurisdictions. **Her work centers on education, training, outreach, and program material development for Title 24, Part 6 and Title 20, positioning her well to support Pinole's permitting compliance and building performance standard programs, which require clear, user-friendly communication and consistent guidance for both applicants and staff.**

Rachel has provided sustainability and compliance support for several major California utilities, including Southern California Edison, Pacific Gas & Electric, and San Diego Gas & Electric. This work includes developing training materials, supporting jurisdictional education efforts, conducting outreach to trade organizations, and helping local governments improve compliance with state energy codes. Her municipal experience includes supporting reach code, benchmarking, and BPS-related efforts for the Cities of Chula Vista, Encinitas, and San Diego, including implementation support for the City of San Diego's Building Energy Benchmarking Ordinance.

D. DESCRIPTION AND APPROACH

PROPOSED METHODOLOGY

- Efficiency, leveraging completed City work, relationships, knowledge of tools and resources
- We are already embedded in Energy Code ACE and are a founding firm of the CalBPS PLC so we are deeply familiar with these
- We've helped many other CA jurisdictions with reach code development and compliance, and have been a part of benchmarking and BPS support for many (particularly Chula Vista)
- Leverage past experience for other CA jurisdictions with available tools/templates to reduce effort/cost and give most value to Pinole
- Develop guides and resources for City staff as foundation for

continued administration of programs

PROJECT MANAGEMENT APPROACH

Project Workplan

NORESCO will schedule and hold a project kickoff meeting with the City of Pinole within 10 business days of executing the contract. Prior to the kickoff, we will provide City of Pinole a detailed Project Workplan based on this proposal that shows key deliverables and estimated months for completion of each. Reviewing and agreeing on the Project Workplan with City staff during the kickoff will streamline schedule, align interdependent activities between tasks, and outline plans for the stakeholder engagement activities.

We will provide meeting minutes to all attendees within one week of the project kickoff meeting.

Regular Meetings and Status Reports

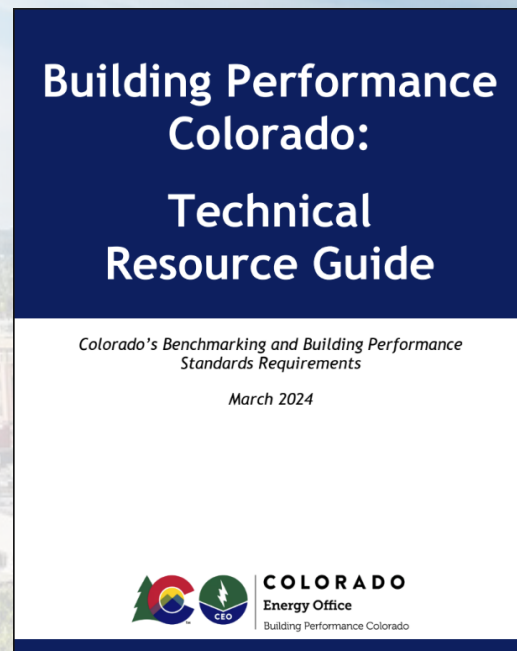
Led by John Balfe, NORESKO will coordinate via email, shared documents and repositories, and via virtual meetings. John and the team are available for bi-weekly meetings with City staff, as well as on a case-by-case basis when more urgent meetings are needed. The team will be available for any regularly scheduled calls via Zoom, Microsoft Teams or whatever platform is preferred.

We will provide meeting agendas in advance and keep a record of all meetings, presentations, attendees,

PROJECT HIGHLIGHT: Development of BPS recommendations meet the State's GHG reduction targets

NORESCO worked with the Colorado Energy Office to facilitate stakeholder engagement with utility and industry stakeholders, as well as and local government representatives to help in our development of BPS recommendations to meet the State's GHG reduction targets of 7% by 2026 and 20% by 2030, from a 2021 baseline. This guidance document helps building owners and building industry professionals understand the State's new building performance standards. It conveys the specific requirements, and explains how building owners can demonstrate compliance. The BPS Technical Resource Guide also suggests strategies to reduce energy use and carbon emissions in buildings.

This Guide delivers on the goals of the Colorado Greenhouse Gas Pollution Reduction Roadmap. [View the guide here.](#)



D. DESCRIPTION AND APPROACH



Washington Commercial Building Energy Code Roadmap | Portland, OR

The final roadmap identifies building strategies that are specific to the selected building types, targets plug loads, and provides measures that would need to be implemented over multiple code cycles. It provides actionable measures that could be incorporated into the code over the next several code cycles.

invoices, monthly and final reports to make contract administration easy. NORESKO can house records and developed materials on a shared drive/site, such as SharePoint, to allow for easy access for both the NORESKO and City staff.

We will provide monthly status reports together with invoices that summarize activities from the previous period and next steps for coming deliverables in the Project Workplan.

Communication Strategy

Led by John Balfe, NORESKO will coordinate via email, shared documents and repositories, and via virtual meetings. The team will be available for any regularly scheduled calls via Zoom, Microsoft Teams or whatever platform is preferred.

For our deliverables, NORESKO employs a User-Centered Design approach that focuses on the audience of deliverables to tailor them effectively. We have team members who have experience in building energy audits and retrofits for many different types of commercial buildings. This experience gives us

perspective for reaching stakeholders like building owners and design professionals that are the audiences for Reach Codes and BPS programs.

QA/QC Procedures

NORESKO maintains a QC process based on peer review. The QC process is an opportunity to improve the quality of our deliverables and leverage the expertise we have on our team. Reviewers provide insightful evaluation that is rooted in real world experience and hands on familiarity.

TASK BY TASK WORK PLAN

TASK 1: PERFORM A COMPREHENSIVE ASSESSMENT OF THE CURRENT PERMITTING AND INSPECTING PROCESS

We will kick off the project with an assessment and review of the City's permitting processes, tools and resources. We have experience helping jurisdictions streamline their permitting and compliance process, in California and in other states.

Before recommending solutions, we strongly believe in starting with a needs assessment, which includes this task as well as Tasks 2-6. The needs assessment will include a 1 hour interview with the Community Development Director to understand the process and resources, as well as current programs related to permit compliance (Task 4). We will conduct a 1-hour group interview with Building staff to gain more detail on steps of the process and understand the tools used. Deliverables will include a simple assessment plan and 2-5 page report of existing conditions, as desired.

TASK 2: CONDUCT INTERVIEWS WITH 10 CONTRACTORS OF VARYING PERMIT TYPES

Based on our experience streamlining permit process and review of the MCE/Cadmus study, NORESKO will compile questions for contractor interviews to gather feedback on the current City process. We will share these questions with City staff for review and approval prior to conducting any contractor interviews. NORESKO will use the City's list of local contractors to solicit interviews with a variety of contractors and permit expeditors, who were not previously included in the MCE/Cadmus study. Careful consideration will be taken when making selections for interview candidates to validate the findings. To minimize time impacts for interviewees and increase accessibility, we plan to hold virtual interviews. We will classify respondents by permit type and conduct a series of up to eight 1-hour group interviews with the contractors in each permit type.

Our team will record interviews and leverage AI tools, such as Microsoft Copilot, to summarize interviews and isolate key themes and potential areas for improvement. We will document the results and key themes in a 2-5 page report to City staff. The report will identify the key themes and top actions for addressing these items within the process.

TASK 3: FAMILIARIZE WITH PROPOSED ENERGY REACH CODE POLICIES

NORESCO's code compliance SME's will hold two to three meetings, totaling no more than 5 hours, with the City's Sustainability Project Manager to understand which reach code policies are currently under consideration for the City, as well as existing programs that may support reach code compliance (Task 4). As one of the reach code technical assistance providers for the Statewide Reach Codes Program, we are familiar with the policies in consideration by the City. We will document the outcome in a 1-2 page summary that outlines the planned reach codes and where they present opportunities to align with permit process streamlining.

TASK 4: REVIEW ALL UNDERWAY AND EXISTING PROGRAMS OFFERED BY THE CITY PERTINENT TO PERMITTING COMPLIANCE

Leveraging other interviews with City staff in Tasks 1 and 3, together with review of programs in Table 2 of the RFP and associated City program websites, NORESCO will develop understanding of the City's existing programs that can support code compliance. We will work with the Sustainability Project Manager to contact and meet with other City staff that are leading specific programs to gain deeper detail. These meetings will enable our code compliance SMEs to envision means to integrate these programs for a cohesive code compliance program. We will summarize these programs in a 2-5 page report, including identifying methods/means for integration.

TASK 5: REVIEW ALL EXISTING WORK AND RESEARCH IN TABLE 1 PROVIDED IN THE BACKGROUND SECTION

As a technical consultant for the Energy Code ACE team and the Statewide Reach Codes Program, NORESCO is familiar with several of the resources in Table 1 of the RFP. This gives us a head start on researching and reviewing these resources to summarize for City staff. Where we are not intimately familiar

with a resource in Table 1, our team will research and review to garner best practices and lessons learned that can benefit the City of Pinole. Beyond Table 1, we will also bring in knowledge and best practices from other programs and jurisdictions that we actively support for reach codes and code compliance.

We will distill these best practices and key initiatives for the City staff in a 2-5 page technical memorandum. The memo will specifically call out resources the City can take advantage of, and programs that we recommend the City incorporate as part of a cohesive code compliance program.

TASK 6: ENHANCE PROPOSED SOLUTIONS VIA CONSULTATION WITH ENERGY CODE ACE

As noted above, NORESCO is a consultant on the Energy Code Ace team with a history of 15+ years working to advance tools and resources with the IOUs on the Energy Code Ace platform. We currently develop content and resources for Energy Code Ace, as well as meet with local jurisdictions to educate them on which tools and resources can best support their policies and programs. We will leverage our experience and position as a member of the Energy Code Ace team to do the same for the City of Pinole. From our deep experience, we will compile a 1-2 page summary report that identifies the Energy Code Ace tools and resources that will benefit the City's permitting compliance program.

TASK 7: COMPILE DRAFT PROGRAMMATIC FEATURES (INFORMED BY TASKS 1-6)

As we work through the discovery and needs assessment phases included in Tasks 1-6 to improve the City's reach codes and code compliance initiatives, we will catalog these into a table of recommendations. We will use the table to develop an actionable streamlined permitting process with additional tools and resources. We will document the recommended features in a 5-10 page report for City staff. Once staff have reviewed,

we will hold a short meeting to review the recommendations and collaborate with City staff on those features to be implemented.

TASK 8: IMPLEMENT APPROVED SOLUTIONS AND FEATURES INTO FINAL PROGRAM

Implementing the solutions agreed upon in Task 7, will be a collaborative effort between City staff and NORESCO. NORESCO will spend 32 hours to assemble outlines, short print and digital resources, and recommended language for updates to processes. Due to budget constraints, we will be prudent with recommendations and will prioritize low cost and low effort solutions for immediate implementation, and a second level of recommendations for future City implementation or extended programmatic improvements. A final report will be provided to outline implemented solutions and a playbook for future changes, when feasible.

TASK 9: DETERMINE HOW TABLE 3 RESOURCES WILL BE LEVERAGED FOR THE BPS PROGRAM

NORESCO supports several jurisdictions, both within and outside of California, with development and implementation of BPS programs and we are familiar with most of the resources in Table 3 of the RFP. We were also a founding partner with USGBC-CA of the CalBPS Peer Learning Collaborative (PLC) and helped develop many of the resources currently available. This gives us a head start on researching and reviewing these resources to summarize for City staff. Where we are not already familiar with a resource in Table 3, our team will research and review to garner best practices and lessons learned that can benefit the City of Pinole. Beyond Table 3, we will also bring in knowledge and best practices from other BPS programs and jurisdictions that we actively support.

We will distill these best practices and available resources for the City staff in a 2-5 page technical memorandum. The memo will specifically call out tools and resources the City can take advantage

D. DESCRIPTION AND APPROACH

of, and best practices as they develop a BPS.

TASK 10: IDENTIFY AND CLASSIFY ALL COMMERCIAL/INDUSTRIAL BUILDINGS OVER 20,000 SQ FT

NORESCO will use County Assessor data to identify and classify Commercial/Industrial buildings over 20,000 ft² in the City. NORESKO requests that City staff connect our team with the appropriate personnel at the County Assessor office to provide the necessary data. Our team will spend up to 22 hours for the building stock analysis of the City of Pinole's commercial/industrial buildings. We will ultimately develop a matrix of the covered buildings recommended for a BPS program.

TASK 11: SELECT THE BEST BUILDING PERFORMANCE METRIC FOR COVERED BUILDINGS

Leveraging our knowledge and experience with other jurisdictions' BPS and available resources from the DOE and EPA, we will evaluate and recommend a metric for covered building performance. We will also take into account potential interaction with neighboring jurisdictions and State initiatives. Aligning metrics and targets with other jurisdictions in the region provides consistency for building owners that may improve compliance.

NORESCO will devote up to 10 hours for evaluating performance metrics and develop a 1-2 page technical memorandum that summarizes the analysis and supports the recommendation for the selected metric.

TASK 12: SET TARGETS FOR COVERED BUILDINGS

NORESCO will allocate 14 hours to work with City staff to determine appropriate targets for the covered buildings in the BPS. The absence of building energy use data for the commercial/industrial buildings to inform target setting has a significant impact on this process. Currently, 16 buildings report energy use data to the State's benchmarking

program, which is less than half of the buildings over 20,000 ft² that would likely form the covered building list. As a result of the limited data for Pinole's building energy use, the targets chosen will require flexibility for future adjustment within the BPS policy. NORESKO will identify targets based on national averages, statewide data, and targets for other jurisdictions in the Bay Area. We will provide Pinole with a methodology for adjusting these targets based on the covered buildings' reported energy use after at least two years of program implementation.

We will develop a 2-5 page technical memorandum for City staff that documents the proposed targets, summarizes the process used to develop them, and recommends steps for tailoring them with actual building data in the future if needed.

TASK 13: ESTABLISH COMPLIANCE PATHWAYS, TIMELINES, DATA REPORTING STANDARDS, AND PENALTIES

Using other jurisdiction examples, and resources from our work with the CalBPS PLC, we will flesh out the other key policy aspects of a BPS program. We will recommend timelines for achieving performance targets, which may include interim targets/milestones, to align with City climate goals. These timelines must be realistic for building owners to comply if the BPS program is to be successful. We will also develop alternate compliance paths, whether for adjusting targets or timelines, or both, that encourage compliance and pave a path for success for building owners.

Data verification is another critical aspect for a BPS program to ensure that reported performance is accurate. This is important not only for compliance, but because it will form the basis for any penalties assessed for non-compliance. NORESKO is familiar with data verification programs/processes across several jurisdictions and have also acted as data verifier for individual building owners, so we understand both sides of the coin.

Finally, we will evaluate BPS penalties based on other jurisdictions known penalties and whether they have been assessed. This will include penalty amounts, frequency and how penalties are used, whether directly to the city or into an available fund for BPS program support.

We allocate 20 hours to the analysis and evaluation of these other program factors that are part of a BPS. This will include compiling a 2-5 page technical memorandum outlining the recommended timelines, alternative compliance pathways, data verification processes and penalties with supporting information and examples from other jurisdictions.

TASK 14: PERFORM COST ANALYSIS FOR COMPLIANCE PATHWAYS AND IDENTIFY SUPPORTIVE PROGRAMS

NORESCO will spend up to 16 hours researching programs to support building owners for BPS compliance. Our focus will be on programs providing direct financial support for building owners to complete retrofits and upgrades for building systems. We will also explore other financial support, such as tax credits, that provide indirect support for building owners.

We will also catalog financing mechanisms, such as green banks, PACE and even performance contracting as potential options for building owners.

We will compile basic installation cost information for common retrofits and compare the installation costs to available direct funding support to highlight potential gaps in first costs for building owners.

NORESCO will summarize the findings of our research in a 2-5 page technical memorandum for City staff.

TASK 15: BUILDING OWNERS AND INTEREST HOLDER ENGAGEMENT

Our team will develop a stakeholder outreach and engagement plan for City staff. We have developed similar plans for other jurisdictions to guide their outreach efforts. Given the limited

budget in this project, NORESKO recommends that we deliver a robust outreach and engagement plan to City staff for execution. City staff will record (video or audio) engagement sessions and NORESKO's team will use closed AI tools to analyze the results and identify key feedback themes. We will map these feedback themes to the proposed BPS program components and make revisions in response to the feedback. Using this approach, NORESKO allocates 8 hours to developing a robust outreach plan and 12 hours to analyzing results and revising policy and program recommendations. We will provide City staff a summary report of the stakeholder feedback with the mapping to various BPS program components.

As an added scope, NORESKO will provide up to 56 hours of additional support to the City for stakeholder engagement. This may take the form of stakeholder outreach sessions, interviews, surveys or other means of engagement. NORESKO will work with the City to determine the most effective outreach methods so that the additional hours can be used most effectively.

TASK 16: STAFF AND CITY COUNCIL ENGAGEMENT

NORESKO will aggregate our BPS program recommendations into a draft report and accompanying presentation for the Pinole City Council and other staff. We will also provide a list of key City staff to engage with and suggested talking points to engage these staff and Council members. The draft report will be 5-10 pages and summarize the key program aspects, along with descriptions of the analysis methodologies used. We will provide the draft report and slides to the Sustainability Project Manager for review and schedule a meeting to discuss feedback. A final report and slide deck will be delivered to the Sustainability Project Manager that incorporates the feedback and changes discussed in the review meeting.

NORESKO will virtually attend the City Council adoption hearing and support the Sustainability Project Manager with

presenting the proposed BPS program.

TASK 17: IMPLEMENT THE BPS POLICY AND PROGRAM

Implementing the BPS policy and program that is approved by City Council, will be a collaborative effort between City staff and NORESKO. Similar to the approach for Reach Codes implementation, NORESKO will assemble outlines, short print and digital resources, and recommended language for educating building owners for compliance. We will leverage available resources for implementation and prioritize critical activities for immediate implementation. 40 hours are allocated to support the initial BPS program implementation. We will support the City in their continued administration of the BPS program by developing a list of activities by year for City staff along with an estimate of City staff labor requirements.

A final 5-10 page report will be provided to outline the implemented BPS program and a playbook for future administration and potential changes.

As an added scope, NORESKO will provide up to 44 hours for BPS implementation support for City staff. We will collaborate with City staff to determine the most impactful support for their needs for an effective use of these added hours. Possible options for support include tutorial videos for building owners, fact sheets, compliance flyers or postcards, or review of supporting software for City staff.



NORESKO was selected to literally *write the book* on decarbonizing existing buildings, ASHRAE recently published earlier this year

NORESKO developed the new [ASHRAE Guide for Building Decarbonization Retrofits for Commercial and Multifamily Buildings](#). NORESKO authored this guide based on our extensive building energy retrofit experience to help ASHRAE in their goal to transform building energy retrofits toward the focused goal of decarbonization.

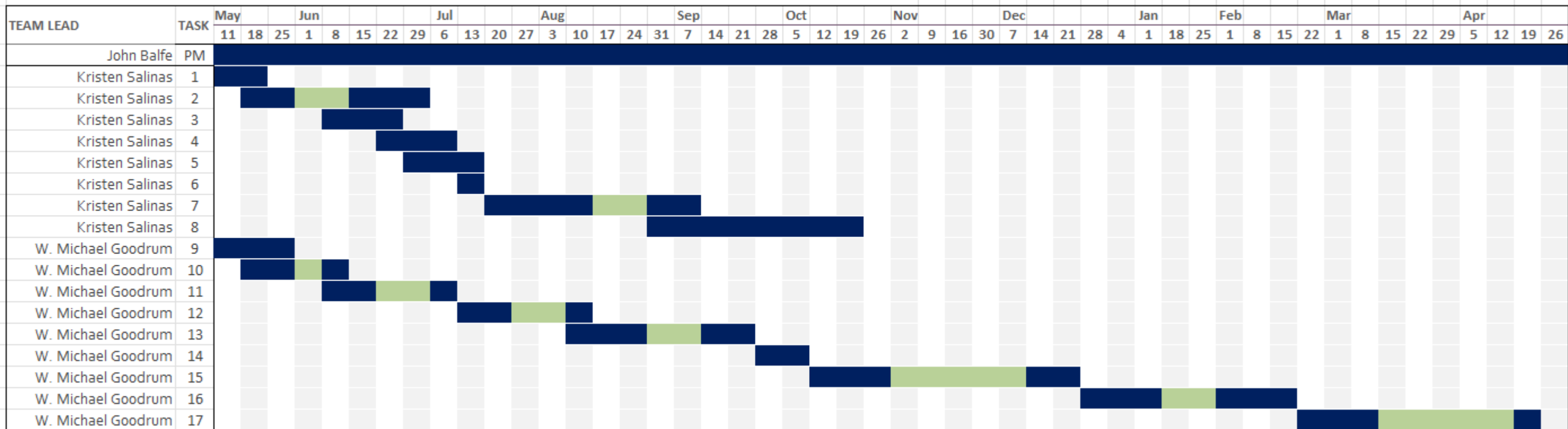
This page intentionally left blank.

E. PROJECT SCHEDULE

The figure below illustrates the tasks and deliverables within the work plan described in this proposal. With a single, coordinated team handling all tasks, we will work efficiently through cross sharing information in real time. We will also leverage our experience and familiarity with many of the existing tools and resources from our roles in Energy Code ACE and the CalBPS Peer Learning Collaborative. This approach streamlines tasks and the development of deliverables to meet the project schedule. The project timeline is based upon having a contract agreement in place May 6, 2026. If the RFP selection and contract negotiation processes take additional time beyond what is projected in the RFP, the timeline for project deliverables may be adjusted accordingly.

The NORESO team will review this timeline for key tasks with City of Pinole staff during the project kickoff meeting to agree on and document any needed adjustments to schedule for the project deliverables.

City of Pinole Permitting Compliance Program and BPS Program



LEGEND	
NORESICO Time	[Dark Blue Box]
City of Pinole Review	[Light Green Box]

This page intentionally left blank.

F. SUBCONSULTANTS

At this time, NORESKO will not utilize any subcontractors or external consultants for this project. All work will be performed in-house by NORESKO's staff. Our project team includes a full range of expertise necessary to successfully deliver the scope of services requested by the City.



City and County of Denver Electrification Plan | Denver, CO

As part of the City and County of Denver's (Denver) effort to reduce greenhouse emissions city-wide by 80% by 2050, NORESKO developed an interim technical report that provided information for [The Energize Denver Renewable Heating and Cooling Plan: Existing Building and Home Electrification](#). NORESKO technical staff simulated typical energy systems using models that represented the 17,000 non-residential buildings and 135,000 single family homes within the City's geography. From the models, we developed building and system typologies and compared existing mechanical systems to alternate, all-electric technologies.

This page intentionally left blank.

G. COST PROPOSAL

NORESKO developed a budget for each major task in this proposal as shown below. We have included within tasks allocations for regular meetings and monthly progress updates to the Sustainability Project Manager. John Balfe will lead the regular meetings and will bring in team members as needed for specific

topics. This approach helps keep tasks coordinated and progress effective while allowing most team members to focus their time on the tasks themselves.

To provide extended functionality for the City of Pinole, we developed budgets for additional scopes/services described in the project approach. These services

for Tasks 15 and 17 are requested additional scopes by the City to support City staff with implementation of the BPS program.

Our budget estimate does not include travel expenses for in-person meetings or stake-holder interviews.

FEE BREAKDOWN							
Task Item	Costs within \$48.3k Budget			Costs Over \$48.3k Budget			Total Costs
	Estimated Hours	Average Hourly Rate	Cost Within \$48.3k Budget	Estimated Hours	Average Hourly Rate	Cost Exceeding \$48.3k Budget	Fee
Task 1	12	\$ 169.58	\$ 2,03	0	\$ -	\$ -	\$ 2,035
Task 2	32	\$ 159.94	\$ 5,118	0	\$ -	\$ -	\$ 5,118
Task 3	5	\$ 146.40	\$ 732	0	\$ -	\$ -	\$ 732
Task 4	10	\$ 146.40	\$ 1,464	0	\$ -	\$ -	\$ 1,464
Task 5	10	\$ 153.60	\$ 1,536	0	\$ -	\$ -	\$ 1,536
Task 6	3	\$ 146.33	\$ 439	0	\$ -	\$ -	\$ 439
Task 7	16	\$ 150.94	\$ 2,415	0	\$ -	\$ -	\$ 2,415
Task 8	32	\$ 148.66	\$ 4,757	0	\$ -	\$ -	\$ 4,757
Task 9	10	\$ 196.00	\$ 1,960	0	\$ -	\$ -	\$ 1,960
Task 10	22	\$ 160.91	\$ 3,540	0	\$ -	\$ -	\$ 3,540
Task 11	10	\$ 175.60	\$ 1,756	0	\$ -	\$ -	\$ 1,756
Task 12	14	\$ 170.36	\$ 2,385	0	\$ -	\$ -	\$ 2,385
Task 13	20	\$ 168.90	\$ 3,378	0	\$ -	\$ -	\$ 3,378
Task 14	16	\$ 169.81	\$ 2,717	0	\$ -	\$ -	\$ 2,717
Task 15	20	\$ 172.10	\$ 3,442	56	\$ 151.36	\$ 8,476	\$ 11,918
Task 16	16	\$ 199.31	\$ 3,189	0	\$ -	\$ -	\$ 3,189
Task 17	40	\$ 185.80	\$ 7,432	44	\$ 148.86	\$ 6,529	\$ 13,961
TOTAL	288	\$ 167.69	\$ 48,295	100	\$ 150.26	\$ 15,005	\$ 63,300

* Invoicing will include rates based on actual direct, indirect and fringe costs per Federal Cost Principles.

H. RELEVANT PROJECTS/ SERVICES WITH REFERENCES

Our clients are our strongest advocates. Many of the organizations we serve have partnered with us for years, relying on our team to help them achieve their energy efficiency and sustainability goals across multiple projects. We view every engagement as the start, or

continuation, of a long-term relationship built on trust, collaboration, and results.

While we are proud of our past experience, what truly defines us is our ability to deliver sustainable design solutions tailored to each client's needs, no matter the project's size,

scope, location, or schedule. We invite you to speak directly with our clients, ask them candid questions about our responsiveness, budget management, and ability to navigate project challenges. Their experiences best reflect the level of partnership and commitment you can expect from our team.



CALIFORNIA ENERGY COMMISSION

Gabriel D. Taylor
Senior Engineer, Decarbonization & Load Flexibility
California Energy Commission
715 P Street
Sacramento, CA 95814
gabriel.taylor@energy.ca.gov



CITY OF CHULA VISTA

Coleen Wisniewski
Environmental Sustainability Manager
City of Chula Vista
276 4th Avenue
Chula Vista, CA 91910
CWisniewski@chulavistaca.gov
619.409.5828



COLORADO ENERGY OFFICE

Ben Goldstein
Senior Program Manager - Commercial Building Decarbonization
Colorado Energy Office
1600 Broadway Suite 1960
Denver, CO 80202
benjamin.goldstein@state.co.us
720.355.0109



City of Chula Vista — Building Performance Standard | Chula Vista, CA

NORESCO supported the implementation of the first Building Performance Standard to launch in California through work with the City of Chula Vista.

This page intentionally left blank.

I. REQUIRED STATEMENTS/ DOCUMENTS

a) Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the consultant, management, or employees relative to the services to be provided under the Agreement. This includes any real or perceived conflict associated with this project, the Scope of Services, or any prior or current work for the City of Pinole. If a Consultant has no conflicts of interest, an affirmative statement confirming the absence of conflicts must be included.

NORESCO affirms that there are no actual, apparent, direct, indirect, or potential conflicts of interest with respect to the Consultant, its management, or any employees in relation to the services to be provided under the Agreement. This includes confirmation that there are no real or perceived conflicts associated with this project, the Scope of Services, or any prior or current work for the City of Pinole.

b) A statement acknowledging compliance with the Levine Act. Consultants are required to disclose on the record any contribution of more than \$250 made to a City Council and within the twelve-month period preceding any subsequent procurement based on and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to the proposing firm, any team member, agents of the firm or team members, and major shareholders of any closely held corporation participating on the team. If you have made a contribution that needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the City Manager.

NORESCO acknowledges and affirms compliance with the Levine Act and further affirms that there are no contributions to disclose.

c) Ability and agreement to fulfill the indemnification and insurance requirements contained in the standard contract.

We have reviewed the indemnification and insurance

requirements set forth in the standard contract and confirm our ability and agreement to fully comply with these provisions. We maintain all required insurance coverages and limits as specified and will provide certificates of insurance and any additional documentation upon request.

d) A statement that nothing contained in the submitted proposal is proprietary. Proposals must not include copyrighted, confidential, or trade secret material.

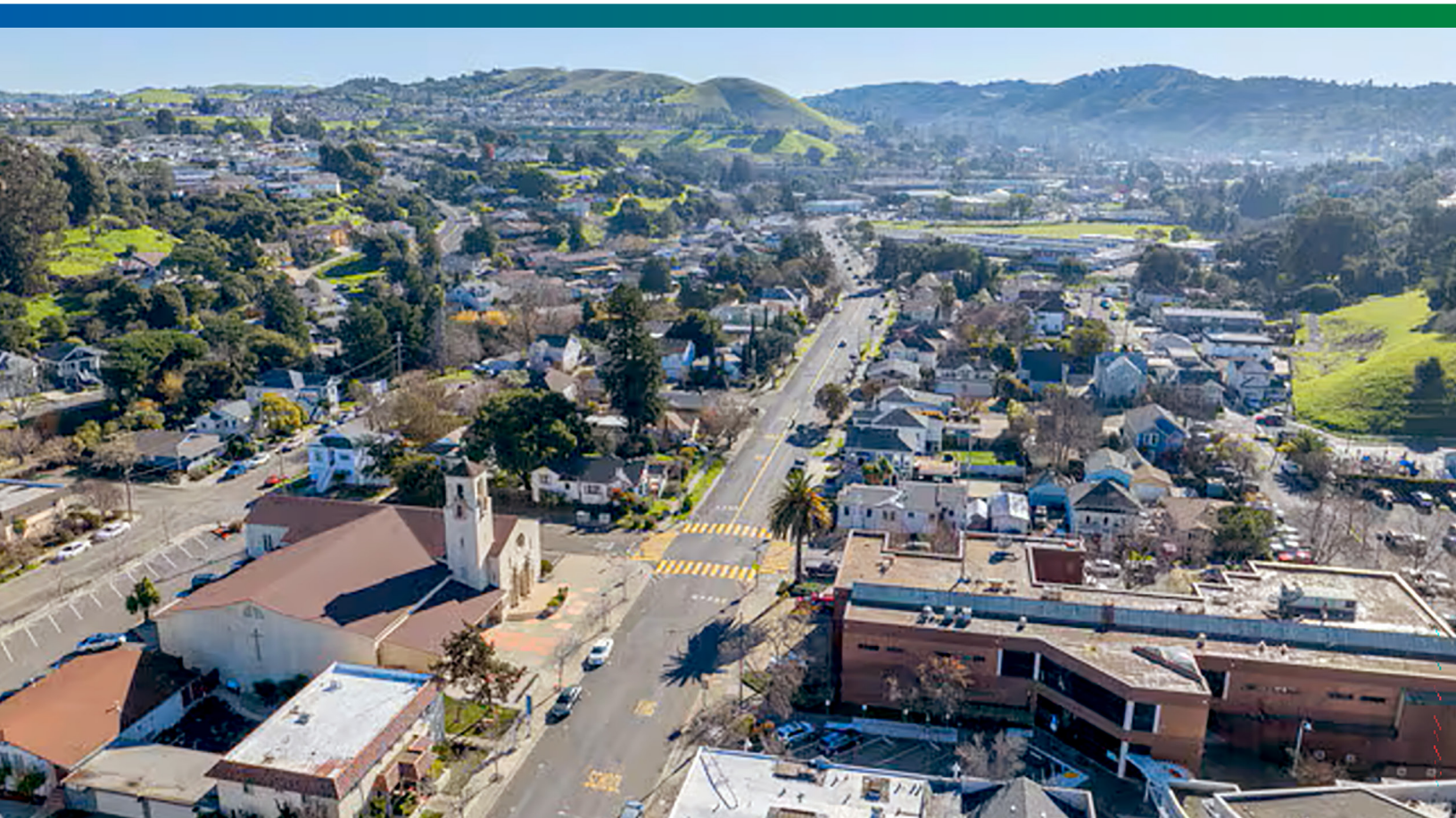
NORESCO affirms that nothing contained in the submitted proposal is proprietary. The proposal does not include any copyrighted, confidential, or trade secret material.

e) Acknowledgement that the Consultant understands that all documents submitted to the City in connection with the proposal are subject to the California Public Records Act and may be disclosed without notice to the Consultant. This includes all materials submitted during evaluation, negotiation, and contract execution.

NORESCO acknowledges that documents submitted to the City in connection with this proposal are subject to the California Public Records Act and may be disclosed by the City without notice to NORESKO.

f) A description of any and all proposed exceptions, alterations, modifications or requested amendments to the Scope of Services or other requirements of this RFP, including the Standard Contract (Attachment A). If no exceptions are proposed, a statement indicating "Consultant takes no exceptions" must be included.

NORESCO has carefully reviewed the terms and conditions outlined in the RFP and does not have any material concerns with using them as the basis for a forthcoming agreement. However, if awarded, we would appreciate the opportunity to discuss a few minor edits to ensure the Agreement reflects the nature of the work, including removal of references to State/Federal Prevailing Wage requirements and Professional Seal obligations.



Point of Contact:
Michael Goodrum, P.E., CEM, LEED AP ND, CDP
Project Director
303.459.7401 | mgoodrum@noresco.com | www.noresco.com

REQUEST FOR PROPOSALS



Permitting Compliance Program and Building Performance Standard Program for the City of Pinole

Issue Date: March 16, 2026

RFP Response Deadline: April 6, 2026

Anticipated Contract Award Date: May 5, 2026

Anticipated Start Date of Contract: May 6, 2026

CITY OF PINOLE
COMMUNITY DEVELOPMENT DEPARTMENT
2131 PEAR STREET
PINOLE, CA 94564

REQUEST FOR PROPOSALS

PERMITTING COMPLIANCE PROGRAM AND BUILDING PERFORMANCE STANDARD PROGRAM

INTRODUCTION

The purpose of this Request for Proposal (RFP) is to invite proposals from qualified firms to assist the City of Pinole with development of both a permitting compliance program and building performance standard program. A permitting compliance program will streamline and simplify the permitting process, reduce administrative burden, decrease permitting evasion, and increase convenience for both permit applicants and building staff. A building performance standard program will establish a standard for energy use per square foot in commercial and industrial buildings over 20,000 square feet. The ultimate purpose of this programs is to achieve the [Pinole Climate Action and Adaptation Plan](#) (CAAP) goals set for community building decarbonization as well as make progress towards achieving carbon neutrality by 2045.

CITY PROFILE

Pinole is a bayfront community of about 19,000 residents in Contra Costa County, incorporated on June 25, 1903. The City has a land area of more than five square miles and is bordered by Hercules to the North, San Pablo and Richmond to the South, and the unincorporated areas of Tara Hills and El Sobrante to the southeast and southwest of the City.

The City of Pinole is a “full-service” city, meaning that the City provides all of the traditional municipal services (police, land use management, public works, and parks and recreation) to its residents. The City of Pinole also provides residents with some non-traditional municipal services, such as wastewater treatment, community television programming and childcare. The City operates on the City Council-City Manager system of local government with five elected Council members serving four-year terms with a rotating mayor. City Hall hours of operation are 8:00 am to 4:30 pm, Monday through Thursday. City Hall is closed to the public on Fridays.

BACKGROUND

The City of Pinole is advancing community-wide building decarbonization through multiple, coordinated strategies. In 2024, the City launched the Pinole Energy Enhancement Rebate program (PEER) to help offset project cost of various energy-efficiency measures for single-family and multi-family property owners. The City is also developing an all-electric building virtual concierge—a one-stop platform designed to streamline adoption of electrification measures.

In tandem, the City is also pursuing reach codes to establish stronger standards that support long-term decarbonization goals. The City also modernized its permitting systems by launching eTRAKiT for online permitting as well as Symbium for instant approval of solar and, just recently, a suite of energy-efficiency permits, significantly improving efficiency and accessibility. Additionally, the City has allocated funds to issue no-cost permit fees for heat pump water heaters and heat pump HVACs. In tandem, the City is developing a water heater loaner program for homes to make any necessary upgrades to accommodate permanent heat pump water heaters.

The City of Pinole adopted its inaugural CAAP¹ in August 2024 to achieve carbon neutrality by 2045, aligning with State goals and reducing the City's contribution to global emissions. Building energy consumption from fossil fuels makes up approximately 32% of the Pinole community greenhouse gas emissions with building electrification identified as a key strategy.

Central measures in the CAAP's Building Energy section include

- **BE-1** *Electrify 100% of new construction in the City in 2024*
- **BE-2** *Electrify existing residential buildings to reduce natural gas consumption by 26% by 2030 and 100% by 2045*
- **BE-3** *Electrify existing commercial and mixed-use (i.e., combined commercial and residential) buildings to reduce natural gas consumption 18% by 2030 and 100% by 2045*

Actions under these measures to make progress towards these goals include

- **BE-2j** *Enforce ordinance compliance through a comprehensive permitting compliance program may include, but it is not limited to:*
 - *Providing dedicated time for routine staff training to incorporate into existing building inspections*
 - *Imposing fees for noncompliance to offset staff costs and encouraging voluntary compliance*
 - *Establishing easy-to-understand web-based compliance checklists and permit applications*
 - *Facilitating online permitting*
 - *Providing zero-cost permit fees for heat pump installations*

¹ [City of Pinole Final Climate Action and Adaptation Plan](#)

- **BE-3d** *Develop a building performance standard program to meet a specific level of energy use per square foot for all commercial and industrial buildings over 20,000 square feet.*

Implementation and compliance support, including resources and tools which will be implemented through four stages:

1. *Pre-development phase – Stage 1 – Staff to receive technical assistance from the Building Technologies Office in the Federal Office of Energy Efficiency and Renewable Energy (EERE). Per the EERE, technical assistance may take the form of:*
 - *Building stock analyses, including analysis of energy and emission impacts associated with building performance standard adoption*
 - *Performance target-setting and trajectories*
 - *Measure and technology prioritization and packaging*
 - *Cost-effectiveness analyses*
2. *Data collection phase – Stage 2 – All commercial and industrial building owners with floor area over 20,000 square feet report electricity and natural gas data through energy star portfolio manager*
3. *Retro commissioning phase – Stage 3 – All covered building owners complete a retro commissioning process to identify and correct system inefficiencies while identifying opportunities for electrification and downsizing of oversized equipment.*
4. *GHG Performance Standard – Stage 4 – Implement a building performance standard that requires buildings to meet a specific GHG performance level*

The City was awarded Federal grant funds through the California Energy Commission Local Government Building Decarbonization Challenge to support preparation of these programs. The resulting **fixed-fee** contract and scope of services will be subject to all grant terms and conditions.

The following tables are being provided to help inform more accurate cost proposals as well as avoid duplicative work in order to ensure efficient spending of public funds. This completed and in progress work must be leveraged where feasible in completion of scope of work.

Table 1: Current and upcoming resources for permitting compliance program development

Resource	Status	Description
San Mateo County Comprehensive Report on Heat	Complete (please see attachments)	The report documents the findings and analysis of in-

Pump Water Heater Permitting Streamlining		depth research into current permitting and inspection processes for heat pump water heater retrofit projects across the 21 jurisdictions in San Mateo County
Marin Clean Energy/Cadmus Permitting simplification findings	Underway	Marin Clean Energy enlisted the support of Cadmus to conduct a study on streamlining the building permitting process. Cadmus interviewed multiple jurisdictions, including Pinole, to learn about challenges and opportunities from staff. Interviews with applicants to learn about their experience and areas for improvement at these jurisdictions were also conducted.
SPUR Greenlighting Clean Heat Brief	Complete (please see report in attachments)	A roadmap for streamlining and standardizing clean heating installations, and hastening building electrification efforts
Marin County Permit Holiday feasibility study	Complete (please see report in attachments)	A July 2025 study details the feasibility of implementing a permit fee sale or holiday by weighing the potential benefits, costs, and implementation considerations.
TECH Public Reporting Permitting Pilot	Complete (please see this link)	This TECH Clean California report identifies permitting timelines and challenges for heat pump water heater issuance and proposes

		solutions to overcoming them.
Energy Code Ace	Complete	A comprehensive resources page with no-cost tools, training and resources to comply with the building code.
BayREN Codes and Standards Program	Complete	This no-cost program provides 60-90 minute trainings for code compliance and enforcement, permit applicant resources, permit staff tools and guides, and more.
California Energy Codes & Standards	Underway	The City currently receives free technical assistance through this program to develop proposed reach code policies for residential and non-residential buildings. Compliance checklist templates for each reach code policy are available through the program.
Energy Code Support Center	Complete	The California Energy Commission offers a Energy Code Support Center which houses many resources such as fact sheets, guides, presentation, training classes, and more.

Table 2: City of Pinole summary of permitting compliance complete and underway work

Measure	Description
Online permitting	The City offers online permitting and licensing via the eTRAKiT platform.
Instant Permitting	The City offers a suite of energy-efficiency instant permits powered by Symbium such as

	heat pump water heaters, heat pump HVACs, electrical panel upgrades and more.
Pinole Energy Enhancement Rebate Program	The Pinole Energy Enhancement Rebate Program offers rebates on a selection of energy-efficiency projects such as heat pump water heaters, heat pump HVACs, electrical panel upgrades, and more.
Limited, first-come, first-served no-cost permit fees for heat pump water heaters and heat pump HVACs	The City was awarded grant funding through the California Energy Commission Local Building Decarbonization Challenge. Some of that funding will be allocated towards no-cost permit fees to incentivize heat pump water heater and heat pump HVAC installations.
All-electric building virtual concierge	Launching soon in April 2026, the all-electric building virtual concierge will be a one-stop platform for residential and commercial building owners to access streamlined support such as rebates, local contractors, technical assistance, and more to simplify the transition to electrification.
Reach codes policy development	The City is considering reach code policies to meet building decarbonization goals. If adopted, many new and existing building types (residential, mixed-use, commercial) will be subject to policies which will trigger at time of permit application.
Water heater loaner program	The City is in process of developing a water heater loaner program to offer a temporary solution while homes make any necessary upgrades to accommodate heat pump water heating. The program dovetails with available rebates for homeowners, no-cost permit fees, and a MCE direct rebate to installers.
Building Performance Standard Program	Bundled into the scope of services for this solicitation, a building performance standard program will establish compliance requirements for commercial and industrial building owners to meet long-term climate goals

Revolving fund for energy-efficiency measures	The City will explore options to offer a revolving fund program for energy-efficiency upgrades by April 2027
Average permitting volume	Building Activity Reports share the 2025 permitting volume was ~700.

Table 3: Supporting resources and information for building performance standard program

Resource	Description
Building Performance Standards Building Energy Codes Program	A resource hub offered by the U.S. Department of Energy which includes technical assistance, implementation resources, financing and more.
What Are Building Performance Standards? ENERGY STAR	This webpage includes resources for both policymakers as well as building owners and managers
California Building Performance Hub Enhance Building Performance Today	This resource hub is offered by the U.S. Green Building Council California and provides explainers, training materials, policy guides, help desk support, and more.
Building Performance Standards: Overview for State and Local Decision Makers	A policy toolkit for best practices in developing building performance standards prepared by the Environmental Protection Agency
Peer Learning Collaborative Learn, Connect, Decarbonize Today — California Building Performance Hub	The California BPS Peer Learning Collaborative is a forum to accelerate and streamline the path to building performance standards. A model BPS policy for California cities and counties is currently under development.
Implementing a Building Performance Standard (BPS): A Guide To Mitigating Risks in Your Jurisdiction	A U.S. Department of Energy compilation of BPS case studies offers guidance on risk mitigation
bps-framework july-2021 final.pdf	Developed by the Urban Sustainability Directors Network, this resource is a framework for equitable policies to address existing buildings
Building Energy Benchmarking Program California Energy Commission	The Building Energy Benchmarking Program requires owners of large commercial and multifamily buildings over 50,000 square feet to report energy use to the California Energy Commission. The webpage offers resources to building owners and policymakers and houses annual benchmarking information for Pinole buildings required to report.

Building Blocks subscription	Building Blocks is a software recently procured by the City with customizable overlays to support building stock analysis
Building Estimates for City of Pinole Cost Effectiveness Explorer	This building estimates explorer approximates 25 commercial and industrial buildings which will be subject to BPS policies and provides other data information which will be helpful in BPS development

SCOPE OF SERVICES

The selected proposer will develop both a permitting compliance program and building performance standard program summarized in Tasks 1-16. Tasks 1-8 pertain to the permitting compliance program. Tasks 9-17 pertain to the building performance standard program.

TASK 1: PERFORM A COMPREHENSIVE ASSESSMENT OF THE CURRENT PERMITTING AND INSPECTING PROCESS

Perform a thorough existing conditions assessment of the current permitting and inspecting process for all residential and non-residential permit types. The assessment should include, but not limited to, familiarization with current permitting and inspection processes, interviews with Community Development Director and Building staff (building official, two permit technicians, and building inspector) to learn barriers, review of permitting workflow and software, review of public-facing resources and interfaces such as the applicant process and resources (forms, checklists, guidelines), review of permitting pages and subpages on the City webpage, etc.
Turnaround time

Deliverables:

- Assessment plan
- Report of existing conditions of the permitting and inspecting processes

TASK 2: CONDUCT INTERVIEWS WITH 10 CONTRACTORS OF VARYING PERMIT TYPES

Conduct interviews with a total of 10 residential and non-residential contractors (2 of 10 should be permit runner companies) of varying permitted projects and license classifications from the City's permit database to understand their barriers and challenges. Refer to MCE/Cadmus study where Pinole contractors were engaged about the Pinole permitting process to eliminate duplicative work and further diversify contractor outreach.

Deliverables:

-
- Draft/final interview questions for staff review and approval
 - Report of findings from contractor interviews

TASK 3: FAMILIARIZE WITH PROPOSED ENERGY REACH CODE POLICIES TO BE INTEGRATED INTO THE PROGRAMMATIC FEATURES OF THE FINAL PROGRAM

Reach code policies, if adopted, will be stricter than the State’s energy code and may trigger additional requirements for the permit applicant. Please allocate a total of 5 hours with the Sustainability Project Manager and reach code technical assistance providers to comprehend the reach code policies under consideration as a primer for how proposed compliance solutions can increase permitting compliance of reach code policies.

Deliverable:

- Summary of reach code policies under consideration

TASK 4: REVIEW ALL UNDERWAY AND EXISTING PROGRAMS OFFERED BY THE CITY WHICH ARE PERTINANT WITH PERMITTING COMPLIANCE

Understand with detail through meetings with staff the offerings which are underway or completed by the City such as the Pinole Energy Enhancement Rebate Program, limited no-cost permit fees for heat pump water heaters, all-electric building virtual concierge, water heater loaner program to prepare how they can be harnessed and strategically integrated into a streamlined compliance program

Deliverable:

- Summary of underway and completed program offerings for potential integration

TASK 5: REVIEW ALL EXISTING WORK AND RESEARCH IN TABLE 1 PROVIDED IN THE “BACKGROUND” SECTION TO INFORM PROPOSED OPPORTUNITIES

Thoroughly review all resources provided in Table 1 to understand available tools, studies of successes and lessons learned in other jurisdictions, and more to further enhance proposed opportunities and solutions.

Deliverable:

- Technical memorandum providing an overview of available tools which will be leveraged and summary of how available research was leveraged to enhance proposed opportunities and solutions

TASK 6: FURTHER ENHANCE THE PROPOSED SOLUTIONS FROM CONSULTATION WITH ENERGY CODE ACE

Energy Code Ace, a free technical assistance program funded by the California utility customers, will meet with the selected consultant to tailor a package of resources based on proposer's assessment of areas in need of improvement with the permitting/inspecting process. Please allocate 5 hours which should include meetings with Energy Code Ace to customize a package of tools and resources

Deliverable:

- Energy Code Ace customized package of tools and resources

TASK 7: COMPILE DRAFT PROGRAMMATIC FEATURES INFORMED BY RESEARCH AND ANALYSIS FROM TASKS 1-6

Based on findings from Tasks 1-6, refine measures for the program which are best suited for the permitting/inspecting process (e.g. developing reach code compliance checklists, handouts revisions, website revisions for enhanced user-friendliness and efficiency, permitting simplification mechanisms, reach code triggers integration, integration of existing programs, solutions based on contractor feedback, solutions based on building staff feedback etc.)

Deliverable:

- Compilation of proposed programmatic features for staff review and approval

TASK 8: IMPLEMENT ALL APPROVED SOLUTIONS AND FEATURES INTO A FINAL PROGRAM

Implement all approved solutions into a final program

Deliverables:

- Final report of how solutions were implemented

Scope of services for building performance standard (BPS) program begins here

TASK 9: REVIEW AND DETERMINE HOW AVAILABLE RESOURCES IN TABLE 3 WILL BE LEVERAGED TO DEVELOP THE BPS PROGRAM

Review available resources in table 3 which offers best practices, free technical assistance, and other free tools and determine which tools will be leveraged to develop the BPS program.

Deliverables:

- Technical memorandum providing an overview of tools and resources that will be leveraged for development of the BPS program

TASK 10: IDENTIFY AND CLASSIFY ALL COMMERCIAL AND INDUSTRIAL BUILDINGS IN PINOLE

Using resources in table 3 such as Building Blocks, Local Energy Codes cost effectiveness explorer, and staff insight, identify and classify all commercial and industrial buildings over 20,000 square feet that will be subject to the BPS program.

Deliverables:

- Matrix of buildings subject to the BPS program

TASK 11: SELECT THE BEST BUILDING PERFORMANCE METRIC FOR COMMERCIAL AND INDUSTRIAL BUILDINGS OVER 20,000 SQUARE FEET

Select the best building performance metric for commercial and industrial buildings over 20,000 square feet taking into account impact and ease of implementation (e.g. site EUI, GHG intensity, ENERGY STAR score)

Deliverables:

- Technical memorandum evaluating different performance metric options with rationale for recommended metric for staff review and comment

TASK 12: SET TARGETS FOR COVERED BUILDINGS

Utilize CEC Building Benchmark Reporting data and other helpful resources to set proposed targets for building owners to meet long-term climate goals

Deliverables:

- Technical memorandum establishing proposed targets for building owners with rationale for staff review and comment

TASK 13: ESTABLISH COMPLIANCE PATHWAYS, TIMELINES, DATE REPORTING STANDARDS AND PENALTIES

Establish different compliance pathways and timelines to propose to building owners and interest holders such as meeting performance target, prescriptive compliance, alternative compliance, etc.

Deliverables:

- Technical memorandum establishing different compliance pathways, timelines, and penalties with rationale for staff review and comment

TASK 14: PERFORM COST ANALYSIS FOR COMPLIANCE PATHWAYS AND IDENTIFY SUPPORTIVE PROGRAMS

For different compliance pathways, perform cost analysis and identify supportive programs for building owners such as the Marin Clean Energy Strategic Energy Management incentive program, grant programs, weatherization assistance programs, financing options, etc. Ensure cost is simply not passed through tenants with the help of resources such as [Green Lease Leaders](#)

Deliverables:

- Technical memorandum of cost analysis and supportive programs for staff review and comment

TASK 15: BUILDING OWNERS AND INTEREST HOLDER ENGAGEMENT

Conduct comprehensive engagement with building owners and interest holders such as tenants to solicit feedback on the BPS policy and program for consideration

Deliverables:

- Outreach report with feedback and comments from building owners and interest holders
- Revised program and policy based on engagement

TASK 16: STAFF AND CITY COUNCIL ENGAGEMENT

Engage as necessary with staff to complete the scope of work. Present the BPS policy and program including preparation of presentation materials for City Council consideration

Deliverables:

- Draft and final staff report and slide deck for City Council presentation
- Attendance and presentation at Council adoption hearing

TASK 17: IMPLEMENT THE BPS POLICY AND PROGRAM

Evaluate staff capacity and resources and determine the most efficient path for implementation to reduce burden on staff and parties subject to the policy/program. Consider how the BPS program can be integrated with programmatic features of the permitting compliance program.

Deliverables:

- Implementation suggestions for staff comment and review
- Summary of how the BPS program was implemented

PROPOSAL CONTENT

The proposal shall clearly address all the information requested herein. To ensure consistent evaluation and comparability across submittals, proposals must follow the structure below and include all requested information:

- A. Cover Letter: A maximum two-page executive summary demonstrating understanding of the Scope of Services, key project needs, and the proposer's approach. The letter shall acknowledge acceptance of the terms and conditions of the Consulting Services Agreement (Attachment A) and shall contain a statement that the proposal is valid for ninety (90) days. The cover letter shall also identify the designated Project Manager authorized to represent the firm.
- B. Brief Company Profile. General company information including number of employees, location of company headquarters and branch offices, number of years in business and organizational structure, disciplines, and staffing capacity. Describe the general qualifications of the firm as they relate to the work proposed under this RFP, including experience with permitting compliance, building performance standard policies and programs and grant-funded work. Include up to three (3) relevant project examples and client references.
- C. Organization and Staffing. Provide a list of the consultant's employees and agents whom the consultant anticipates assigning to this project. For each person, provide:
 - Summary of qualifications and experience
 - Relevant licenses and certifications
 - Role on this project
 - Percentage of time allocated to the project

Full resumes are not required; one-page summaries are preferred. If subconsultants are proposed, identify the lead for each firm and describe how coordination will be managed.

- D. Description and Approach. The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP. the proposed methodology, project management approach, task-by-task work plan, communication

strategy, and QA/QC procedures. Provide a detailed description of how the team, (including sub-consultants, if applicable), will be managed. Explain specifically how previously completed City work will be leveraged to reduce duplication, lower costs, and accelerate delivery.

- E. Project Schedule. Describe the team’s methodology and approach to schedule management, including how you plan to meet project deadlines and ensure timely task completion. Provide a detailed schedule that outlines all tasks and their respective timelines. A Gantt-style schedule is preferred, showing milestones, dependencies, and City review periods. **Note:** This project must be completed by the hard grant deadline of **April 30, 2027**
- F. Subconsultants. If resources outside the firm will be used to establish a team with a breadth of expertise, list consultants who would provide services and identify their expertise and experience in the specific type of work they would provide to the City. **Note:** Invoices must reflect actual services performed and reimbursable expenses incurred. Advance payments for subconsultant work are not permitted. Letters of commitment from subconsultants are encouraged. Specify the percentage of work each subconsultant is expected to perform and their roles within the project structure.
- G. Cost Proposal. The cost proposal shall be in the form of the Table 2 below, by task, and include the hourly rate for services. Include any subconsultant’s fee schedule, if applicable. Maximum grant funding allocated for this project is \$48,300 and should ideally not exceed this amount. If your proposal’s budget will exceed this amount, use the columns in “Costs Over \$48.3k Budget” in Table 2 to detail these extra costs per task. Ensure that the sum of all task costs listed in columns “Costs within \$48.3k Budget” do not exceed \$48.3k. Cost proposals shall be prepared in accordance with the City of Pinole Standard Agreement including compliance with all terms of the grant agreement. The Cost Proposal must also describe how prior City work was factored in to reduce costs, avoid duplication, and increase efficiency. **Note:** This will be a fixed-fee contract and should be prepared in accordance with federal requirements (2 CFR Part 200/48 CFR Part 31).

Table 2: Budget Format for Proposals

Task Item	Costs within \$48.3k Budget			Costs Over \$48.3k Budget			Total Costs
	Est. Hours (≤ \$48.3K Budget)	Hourly Rate (≤ \$48.3K Budget)	Cost Within \$48.3K Budget	Est. Hours (Over Budget)	Hourly Rate (Over Budget)	Cost Exceed-ing \$48.3K Budget	Total Task Cost
Task 1							
Task 2							
Task 3							
Task 4							
Task 5							
Task 6							
Task 7							
Task 8							
Task 9							
Task 10							
TOTAL							

H. Relevant Projects/Services with References. Provide three references for similar or relevant projects completed within the past five years. Each reference shall include:

- client name and address;
- contact person, title, phone number, and email;
- project description;
- services provided;
- project budget and completion year; and
- duration of the firm’s involvement.

Projects involving municipal decarbonization planning, energy transition, or work funded through state or federal grants are preferred.

I. Required Statements/Documents. Include statements of assurance regarding the following requirements:

- a) Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the consultant, management, or employees relative to the services to be provided under the Agreement. This includes any real or perceived conflict associated with this project, the Scope of Services, or any prior or current work

for the City of Pinole. If a Consultant has no conflicts of interest, an affirmative statement confirming the absence of conflicts must be included.

- b) A statement acknowledging compliance with the Levine Act. Consultants are required to disclose on the record any contribution of more than \$250 made to a City Council Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to the proposing firm, any team member, agents of the firm or team members, and major shareholders of any closely held corporation participating on the team. If you have made a contribution that needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the City Manager. This disclosure is required prior to contract approval
- c) Ability and agreement to fulfill the indemnification and insurance requirements contained in the standard contract.
- d) A statement that nothing contained in the submitted proposal is proprietary. Proposals must not include copyrighted, confidential, or trade secret material.
- e) Acknowledgement that the Consultant understands that all documents submitted to the City in connection with the proposal are subject to the California Public Records Act and may be disclosed without notice to the Consultant. This includes all materials submitted during evaluation, negotiation, and contract execution
- f) A description of any and all proposed exceptions, alterations, modifications or requested amendments to the Scope of Services or other requirements of this RFP, including the Standard Contract (Attachment A). If no exceptions are proposed, a statement indicating "Consultant takes no exceptions" must be included.

SUBMITTAL

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

AMENDMENTS TO THE RFP

The City reserves the right to amend the RFP by addendum posted on OpenGov prior to the final proposal submittal date.

QUESTIONS AND INQUIRES

All questions and inquiries must be submitted to the OpenGov portal by 03/25/2026 at 11:59 pm. The City will list responses on the OpenGov portal by 03/27/2026 at 5:00 pm.

TIMELINE

The following table is an outline of the anticipated schedule for the proposal review and contract award. The schedule is subject to change. The selected consultants must be available to commence work as soon as Wednesday May 6, 2026 as outlined in the table below. The final plan must be complete by the grantor's hard deadline of 4/30/2027.

Milestone	Date	Time
RFP Released for Project	Monday March 16, 2026	5pm
Questions/Inquiries Submission Deadline	Wednesday March 25, 2026	11:59 pm
Proposal Submission Deadline	Monday April 6, 2026	5pm
City Council Contract Award (anticipated)	Tuesday May 5, 2026	
Execution of Agreement and Notice to Proceed	Tuesday May 12, 2026	

EVALUATION CRITERIA

The City intends to engage the most qualified consultant(s) who demonstrate a thorough understanding of the City's needs. An internal Selection Review Panel will evaluate proposals using the following weighted criteria, for a total of 100 points:

- Understanding of the Work to Be Performed (Scope of Services): 15 points
 - Clarity and depth of understanding of the City's objectives and specific project needs.
 - Approach to completing tasks, including innovation, best practices, and community-serving priorities.
 - Feasibility of the proposed approach in relation to the Scope of Services.
- Technical Expertise and Relevant Experience: 25 points
 - Demonstrated experience with permitting compliance and building performance standard policy/program for public agencies.
 - Expertise in permitting processes, building performance standards and integrating resources.
 - Ability to synthesize technical, operational, and financial considerations into actionable recommendations.
- Familiarity with Local and State Regulations and Requirements: 15 points

-
- Knowledge of City, County, and State regulations relevant to energy codes, permitting, building electrification, and climate goals.
 - Experience aligning work with grant requirements and reporting obligations.
 - Understanding of compliance considerations related to state or federal funding.
 - Quality of Proposal and Project Plan: 25 points
 - Completeness, organization, and clarity of the proposal.
 - Feasibility and detail of the proposed schedule, methodology, and deliverables.
 - Approach to community-serving priorities and municipal operational needs into the proposed plan.
 - Cost and Value of Services: 15 points
 - Cost-effectiveness of the proposal in relation to the scope and quality of services.
 - Transparency in cost breakdowns and adherence to grant budget constraints.
 - Demonstrated efficiencies achieved by leveraging prior City work and avoiding duplication.
 - References and Prior Performance: 5 points
 - Satisfaction of previous clients with similar projects, as demonstrated through references.
 - Proven ability to deliver high-quality work on schedule and within budget.

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. The City reserves the right to reject any and all proposals.

GENERAL TERMS AND CONDITIONS

1. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
2. The Consultant, once selected, is required to submit monthly billings.
3. The Consultant selected for the project must obtain a City business tax certificate and maintain liability and workers compensation insurance coverage in accordance with the City Consulting Services Agreement (Attachment A) template, attached.
4. All work product generated by the Agreement will be owned by the City.
5. This solicitation for proposals does not commit the City to enter a contract or to pay any costs incurred in the preparation of the proposal.
6. The City reserves the right to accept or reject any and all proposals, and to negotiate with any and all qualified Consultants, or to cancel in part or in its entirety this RFP.

-
7. The City reserves the right to accept any proposal received, to reject any or all proposals, in whole or in part, to waive irregularities, formalities, or both, as deemed appropriate, to request clarification of any submittal, and to negotiate with the preferred Consultant to provide the requested services.
 8. The City hereby notifies all Consultants that no person will be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, or veteran status.
 9. Once the Consultant is selected, the City and the Consultant will execute the City's Consulting Services Agreement, which will set forth the scope of work, the estimated time schedule, and the applicable rates and reimbursements.
 10. All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law (including the California Public Records Act, Government Code section 6250 and following). The City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City will be under no obligation to the Consultant to withhold such records. Insofar as a proposals contains information that the Consultant regards as proprietary and confidential, it is the responsibility of the Consultant (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It will be insufficient for the Consultant to merely identify the entire proposal or an entire page or set of pages of proprietary information. Not-to-exceed sums, hourly rates and the like that may be set forth in the proposal will not constitute proprietary information nor will any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.
 11. Federal Terms and Conditions. Consultants and all subcontractors shall be required to comply with any and all applicable Federal Provisions, as further specified in Attachment A, as follows:
 - A. All federal award terms and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101.
 - B. All applicable Intellectual Property provisions and National Policy Assurances.
 - C. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, shall require that Consultant comply with the Federal equal opportunity clause as provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations

at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- D. All prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. Additionally, Consultant shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. All contracts and subgrants of amounts in excess of \$150,000 shall require that Consultant comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ADDRESS PROPOSALS AND QUESTIONS TO:

OpenGov Portal



**PROPOSALS ARE DUE ON Monday April 6, 2026 BY 5PM
SUBMIT ELECTRONICALLY TO:**

<https://procurement.opengov.com/signup>

All proposals must remain firm for a period of ninety (90) days following the last day to accept proposals

ATTACHMENT A: Standard Consulting Services Agreement

CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND

[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20____ (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed _____, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services

and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed (\$). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor

and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance

4.2.1 General requirements. Consultant, Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s

-
- insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
 - d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
 - e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 PROFESSIONAL LIABILITY INSURANCE.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

-
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 ALL POLICIES REQUIREMENTS.

- 4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
 - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

-
- 4.4.4 Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers,

employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of City.

SECTION 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

-
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, harass, or allow harassment, on the basis of a person's race, religious creed, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, and denial of family care leave, against any employee,

applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. The Consultant and subcontractors shall comply with the Fair Employment and Housing Act (Gov. Code Section 12900(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.7 Disadvantaged Business Enterprise. This Agreement may be subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Disadvantage Business Enterprise (DBE) participation shall be in accordance with the AUTHORITIES DBE policies and the CONSULTANT agrees to comply with Federal-Aid Agreement procedures in accordance with State of California Department of Transportation.

7.8 Administrative Requirements. Consultant must comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments.

SECTION 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized

by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms

of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, AUTHORITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Consultant and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit

work paper review it is Consultant's responsibility to ensure federal or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by the City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

9.4 Audit Review Procedures. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's designated official. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by City of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City, at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the

federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

SECTION 10 STATE AND FEDERAL PREVAILING WAGE.

- 10.1 State Prevailing Wages.** Where applicable, the Consultant shall comply with all Federal, State, and local laws, ordinances, regulations, and permits applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Sections 1773 through 1775.
- 10.2 Federal Prevailing Wages.** The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts and subcontracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

SECTION 11 MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 11.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on

recycled paper to the extent it is available at equal or less cost than virgin paper.

11.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or

Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's
Office

b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

11.8 Rebates, Kickbacks, or Other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.9 Debarment and Suspension Certification. Consultant will comply with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

11.10 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

11.11 Contract Administration. This Agreement shall be administered by _____ who shall act as the City's representative. All correspondence shall be directed to or through or his or her designee.

11.12 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

11.13 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

11.14 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

11.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Melissa Klawuhn, Acting City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #:_

Attest:

Heather Bell, City Clerk
Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF
SERVICES

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY
FEES

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



CITY COUNCIL REPORT

9.E.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: APPROVAL OF FISCAL YEAR 2026/26 CAPITAL BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution (Attachment A) approving the Final Fiscal Year (FY) 2026/27 Capital Budget and Five-Year FY 2026/27 through FY 2030/31 Capital Improvement Plan (CIP).

BACKGROUND

As provided under Section 2.04.150 of Title 2 of the Pinole Municipal Code, budget recommendations have been compiled for City capital projects for the next five fiscal years. The Capital Improvement Plan (CIP) serves as a tool for staff to plan, implement, and manage improvements and ongoing upgrades to the City's infrastructure. The CIP is reviewed and updated annually for capital projects and programs. The CIP (Attachment B) lists the capital projects that the City intends to undertake over the upcoming five-year period and associated schedule, cost, and funding source(s) for each project.

A variety of funding sources used for funding projects in the CIP. The first year's program is adopted by the City Council as the Capital Budget, as a counterpart to the annual Operating Budget. The fiscal resources are appropriated only in the first year, the subsequent four years of the CIP are important for longer-term planning and subject to future review and modification. The Final FY 2026/27 through FY 2030/31 CIP includes projects that fall under the following categories:

- Facilities
- Parks
- Sanitary Sewer
- Stormwater
- Streets and Roads
- Infrastructure Assessments

The preliminary five-year CIP was reviewed by the Infrastructure Subcommittee on May 13, 2026. The Subcommittee emphasized the need to focus on pavement rehabilitation and wastewater projects.

The proposed CIP was then reviewed by the City Council on May 19, 2026. The City Council members commented on various projects and directed staff to prioritize the projects based on

factors that include state and regional mandated targets and associated reporting, standard requirements, existing deficiencies and potential impacts, funding sources including grant deadlines, schedules of ongoing projects, and collaboration with other agencies and consultants. The CIP was revised and brought forward for the City Council review and recommendations during the meeting held on June 2, 2026. The additional review resulted in the elimination of FY 2027/28 - Facilities & Real Estate Master Plan (IN2301) to avoid duplication of available planning records.

Staff most recently presented FY 2026/27 through FY 2030/31 CIP to the Planning Commission on June 8, 2026. The Planning commission discussed the CIP for conformity and consistency with the City's General Plan and recommended minor additions and changes to the referenced goals and policies that have since been revised. The Commission determined that all projects conform with the General Plan provisions.

REVIEW AND ANALYSIS

The five-year CIP FY 2026/27 through FY 2030/31 contains 49 projects and 7 infrastructure assessments. FY 2026/27 capital budget is aggressive with a total of 40 projects and 5 infrastructure assessments. Projects prioritized for FY 2026/27 are determined necessary to enhance safety and operational conditions, minimize potential liability, and optimize maintenance and capital costs. These prioritized projects were selected based on short-term infrastructure needs, direction of the City Council, community input, availability of funds and funding sources, and staff resources.

FISCAL IMPACT

The Final FY 2026/27 through FY 2030/31 CIP identifies projects with estimated total costs of \$89,412,623 to be funded by various funding sources including federal, state and regional grant funds, as well as gas tax, enterprise fund, growth impact fees, and vehicle impact fees. FY 2026/27 capital budget contains projects totaling \$20,034,623 that are fully funded as detailed in Attachment B and summarized below.

Sources by Fund - FY 2026/27 CIP Budget

100 - General Fund - \$0
105 - Measure S 2006 - \$0
106 - Measure S 2014 - \$275,000
200 - Gas Tax - \$2,000,000
207 – NPDES Stormwater - \$120,000
212 – Building and Planning Fund (grants) - \$1,199,495
214 - Solid Waste - \$0
215 - TLC (grant) - \$0
215 - HSIP (grant) - \$239,040
215 – Measure J - \$1250,000
215 - OBAG (grant) - \$600,000
275 – Parkland Dedication - \$0
276 - Growth Impact Fees - \$1,880,000
324 – Public Facilities Fund - \$300,000
325 - City Street Improvements - \$1,200,000

325 - TDA Article 3 (grant) - \$250,000
325 - STMP Fees (grants) - \$1,405,000
325 - HBP (grant) - \$2,394,000
325 - CalRecycle (grant) - \$47,088
377 - Arterial Streets Rehabilitation - \$750,000
500 - Sewer Enterprise Fund - \$5,375,000
Vehicle Impact Fees - \$750,000

Funding Sources Total \$20,034,623

ATTACHMENTS

- A. Resolution
- B. CIP Summary and Project Charters

RESOLUTION NO. 2026 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING FISCAL YEAR 2026/27 CAPITAL BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN OF FISCAL YEARS 2026/27 THROUGH 2030/31

WHEREAS, staff has prepared the Capital Improvement Plan (CIP) for the City of Pinole for Fiscal Years 2026/27 through 2030/31; and

WHEREAS, the preliminary five-year CIP was reviewed by the Infrastructure Subcommittee on May 13, 2026, and was revised based on the Committee's recommendations; and

WHEREAS, the proposed five-year CIP was reviewed by the City Council at its regular meetings held on May 19, 2026, and June 2, 2026, and revisions were made to reflect the Council's directions; and

WHEREAS, the revised five-year CIP was reviewed for conformity with the City's General Plan by the Planning Commission on June 8, 2026. Minor additions and changes to the referenced goals and policies were made, and the Commission determined that all projects conform with the General Plan provisions; and

WHEREAS, the Final CIP for FY 2026/27 through FY 2030/31 includes 49 projects and 7 infrastructure assessments totaling in an estimated cost of \$89,412,623; and

WHEREAS, the Final FY 2026/27 Capital Budget contains 40 projects and 5 infrastructure assessments totaling \$20,034,623 incorporated into and will be a part of the adoption of the Final FY 2026/27 Operating and Capital Budget.

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

1. Approve Fiscal Year 2026/27 Capital Budget of \$20,034,623 funding 40 projects and 5 infrastructure assessments.
2. Approve the Five-Year Capital Improvement Plan for Fiscal Years 2026/27 through 2030/31 for planning purposes with estimated costs of \$89,412,623 planned to fund 49 projects and 7 infrastructure assessments.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of June 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 16th day of June 2026.

Heather Bell
City Clerk



CITY OF PINOLE
FY 2026-27 THROUGH FY 2030-31
FIVE-YEAR CAPITAL IMPROVEMENT PLAN

SOURCES BY FUND		FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
1	100 - General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
2	105 - Measure S 2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	106 - Measure S 2014	\$ 275,000	\$ 948,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,583,000
4	200 - Gas Tax	\$ 2,000,000	\$ 1,280,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 6,580,000
	212 - Building and Planning (Climate Grants)	\$ 1,199,495	\$ 352,000				\$ 1,551,495
5	214 - Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	215 - Grant: TLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	215 - Grant: Climate Implementation Grant - MTC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	215 - Grant: HSIP	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ 239,040
9	215 - Measure J	\$ 1,250,000	\$ 450,000	\$ 1,000,000	\$ 950,000	\$ 950,000	\$ 4,600,000
10	215 - Grant: OBAG	\$ 600,000	\$ 420,000	\$ -	\$ -	\$ -	\$ 1,020,000
11	275 - Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	276 - Growth Impact Fees	\$ 1,880,000	\$ 1,750,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 4,230,000
13	324 - Public Facilities Fund	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
14	325 - City Street Improvements	\$ 1,200,000	\$ 450,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,950,000
=	325 - Grant: TDA Article 3	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
16	325 - Grant: STMP Fees	\$ 1,405,000	\$ 1,100,000	\$ 500,000	\$ -	\$ -	\$ 3,005,000
17	325 - Grant: HBP	\$ 2,394,000	\$ 940,000	\$ 27,018,000	\$ -	\$ -	\$ 30,352,000
	325 - Grant: CalRecycle	\$ 47,088					
18	377 - Arterial Streets Rehabilitation	\$ 750,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 1,200,000
19	500 - Sewer Enterprise Fund	\$ 5,375,000	\$ 13,390,000	\$ 3,040,000	\$ 100,000	\$ 100,000	\$ 22,005,000
21	207 - NPDES Stormwater	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000
22	Vehicle Impact Fee	\$ 750,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 4,350,000
	Sources Total	\$ 20,034,623	\$ 22,750,000	\$ 34,078,000	\$ 3,560,000	\$ 3,540,000	\$ 83,962,623
	Unfunded Total	\$ -	\$ 1,700,000	\$ 2,400,000	\$ 950,000	\$ 400,000	\$ 5,450,000
23	Total Sources Required	\$ 20,034,623	\$ 24,450,000	\$ 36,478,000	\$ 4,510,000	\$ 3,940,000	\$ 89,412,623



**CITY OF PINOLE
CAPITAL IMPROVEMENT PLAN: FY 2026-27
ACCOUNT SUMMARY**

FACILITIES												
PRJ #	PROJECT	FY 2026-27	106-343-47201	276-343-47201	324-343-47201	215-342-47205	212					Unfunded
FA2602	Upgrade of Corporation Yard											
FA2601	Battery Storage at Youth and Swim Centers	\$ 300,000				\$ 300,000						
FA2502	Upgrade of City Pools	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -						\$ -
FA2501	EV Charging Infrastructure	\$ 640,000	\$ 40,000	\$ -	\$ -	\$ -	\$ 600,000					\$ -
FA2401	Tiny Tots Upgrades	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -						\$ -
FA2302	Plum Street Parking Lot Improvements	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
FA2301	Public Safety Building Modernization	\$ 170,000	\$ -	\$ 170,000	\$ -	\$ -						\$ -
FA2202	Senior Center Modernization	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -						\$ -
FA1901	Senior Center Auxiliary Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
FA1703	City Hall Modernization	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -						\$ -
FA1702	Citywide Roof Repairs and Replacement	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -						\$ -
PARKS												
PRJ #	PROJECT	FY 2026-27	276-345-47203	214-345-47203	106-345-47203							Unfunded
PA2601	Pinole Creek Trail Upgrade	\$ 299,495				\$ 299,495						
PA2501	Improvements to City Parks	\$ 200,000	\$ 200,000	\$ -	\$ -							\$ -
PA2402	Mural Preservation	\$ -	\$ -	\$ -	\$ -							\$ -
PA2401	Fernandez Park Improvements	\$ 350,000	\$ 350,000	\$ -	\$ -							\$ -
PA2202	Skatepark Rehabilitation	\$ 150,000	\$ 150,000	\$ -	\$ -							\$ -
PA1901	Pinole Valley Park Soccer Field Rehabilitation	\$ 210,000	\$ 210,000	\$ -	\$ -							\$ -
SANITARY SEWER												
PRJ #	PROJECT	FY 2026-27	500-641-47201	500-642-47201	276-642-47207							Unfunded
SS2501	Replacement of Blowers at the Treatment Plant	\$ 120,000	\$ -	\$ 120,000	\$ -							\$ -
SS2407	Private Sewer Lateral Program	\$ 100,000	\$ -	\$ 100,000	\$ -							\$ -
SS2406	WPCP Solar and Battery	\$ 250,000	\$ -	\$ 250,000	\$ -							\$ -
SS2405	Lower Tennent Trunk Sewer Capacity	\$ 500,000	\$ 500,000	\$ -	\$ -							\$ -
SS2404	WPCP Boiler Replacement	\$ -	\$ -	\$ -	\$ -							\$ -
SS2403	WPCP Centrifuge Replacement	\$ -	\$ -	\$ -	\$ -							\$ -
SS2402	Pinon-3 Sewer Capacity	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -							\$ -
SS2203	Effluent Outfall	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -							\$ -
SS2101	Secondary Clarifier Rehabilitation	\$ 425,000	\$ 425,000	\$ -	\$ -							\$ -
SS2002	Water Pollution Control Plant Lab Remodel	\$ 200,000	\$ 200,000	\$ -	\$ -							\$ -
SS1702	Sewer Pump Station Rehabilitation	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -							\$ -
STORMWATER												
PRJ #	PROJECT	FY 2026-27	106-344-47206	276-344-47206	207-344-4706							Unfunded
SW2501	Stormwater Upgrade & Trash Capture	\$ 120,000	\$ -	\$ -	\$ 120,000							\$ -
SW2401	Storm Drain Creek Discharge & System Improvements	\$ 120,000	\$ 120,000	\$ -	\$ -							\$ -
SW2001	Roble Road Storm Drainage Improvements	\$ -	\$ -	\$ -	\$ -							\$ -
STREETS & ROADS												
PRJ #	PROJECT	FY 2026-27	106-342-47205	215-342-47205	105-342-47205	276-342-47205	325-342-42101	500-641-42101	200-342-47205	377-342-47205	Potential Vehicle Impact Fee	Unfunded
RO2601	Traffic Control and Safety Improvements on San Pablo Ave	\$ 250,000					\$ 250,000					
RO2507	ADA Transition Plan Update	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2506	Traffic Calming Program	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2505	Safe Routes to Schools	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2504	Pavement Marking and Signage Upgrades	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2503	City Streetlights Upgrade	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -
RO2502	Pinole Signals Upgrade	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -
RO2501	Accessibility Improvements Project	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2404	Crosswalk Tennent Ave at Prune St	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2403	Old Town Traffic Calming	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2402	Sidewalk Rehabilitation Program	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO2401	Road Maintenance Repairs	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -
RO2303	Pinole Smart Signals	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO2302	Safety Improvements on Arterial Roadways	\$ 439,040	\$ -	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -
RO2301	Road Rehabilitation	\$ 3,757,088	\$ -	\$ 1,250,000	\$ -	\$ -	\$ 107,088	\$ -	\$ 2,000,000	\$ -	\$ 400,000	\$ -
RO2102	Tennent Ave Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO1902	Tennent Avenue/Bay Trail Gap Closure Crossin of UPRR	\$ 1,345,000	\$ -	\$ 600,000	\$ -	\$ -	\$ 745,000	\$ -	\$ -	\$ -	\$ -	\$ -
RO1710	San Pablo Avenue Bridge Over BNSF Railroad	\$ 2,894,000	\$ -	\$ -	\$ -	\$ -	\$ 2,894,000	\$ -	\$ -	\$ -	\$ -	\$ -
INFRASTRUCTURE ASSESSMENTS												

PRJ #	ASSESSMENT	FY 2026-27	106-343-42101	106-344-42101	500-642-42101	500-641-42101	325-342-42101	377-342-47205	Unfunded
IN2501	San Pablo Avenue Bicycle and Pedestrian Gap Closure								
IN2301	Facilities & Real Estate Master Plan	\$ -				\$ -			\$ -
IN2106	Active Transportation Plan	\$ 20,000	\$ 20,000						
IN2105	Appian Way Complete Streets	\$ 200,000				\$ 100,000		\$ 100,000	\$ -
IN2103	Recycled Water Feasibility	\$ 100,000			\$ 100,000	\$ -			\$ -
IN2101	Emergency Power for Critical Facilities	\$ -			\$ -	\$ -			\$ -
IN1703	Storm Drain Master Plan	\$ 275,000		\$ 95,000		\$ 180,000	\$ -		\$ -
Uses by Project Total		\$ 20,034,623							

LEGEND:

- Project numbers: **FA** = Facilities; **PA** = Parks; **SS** = Sanitary Sewer; **SW** = Storm Water; **RO** = Streets & Roads; **IN** = Infrastructure Assessments
- * Project cost to be split 50% with the City of Hercules



CITY OF PINOLE
CAPITAL IMPROVEMENT PLAN: FY 2026-27 THROUGH FY 2030-31
FUNDING SUMMARY

SOURCES BY FUND	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
100 - General Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
105 - Measure S 2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106 - Measure S 2014	\$ 275,000	\$ 948,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,583,000
200 - Gas Tax	\$ 2,000,000	\$ 1,280,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 6,580,000
212 - Building and Planning Fund	\$ 1,199,495	\$ 352,000				
214 - Solid Waste	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
215 - Grant: TLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
215 - Grant: Climate Implementation Grant - MTC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
215 - Grant: HSIP	\$ 239,040	\$ -	\$ -	\$ -	\$ -	\$ 239,040
215 - Measure J	\$ 1,250,000	\$ 450,000	\$ 1,000,000	\$ 950,000	\$ 950,000	\$ 4,600,000
215 - Grant: OBAG	\$ 600,000	\$ 420,000	\$ -	\$ -	\$ -	\$ 1,020,000
275 - Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
276 - Growth Impact Fees	\$ 1,880,000	\$ 1,750,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 4,230,000
324 - Public Facilities Fund	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
325 - City Street Improvements	\$ 1,200,000	\$ 450,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,950,000
325 - Grant: TDA Article 3	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
325 - Grant: STMP Fees	\$ 1,405,000	\$ 1,100,000	\$ 500,000	\$ -	\$ -	\$ 3,005,000
325 - Grant: HBP	\$ 2,394,000	\$ 940,000	\$ 27,018,000	\$ -	\$ -	\$ 30,352,000
325 - Grant: CalRecycle	\$ 47,088					
377 - Arterial Streets Rehabilitation	\$ 750,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 1,200,000
500 - Sewer Enterprise Fund	\$ 5,375,000	\$ 13,390,000	\$ 3,040,000	\$ 100,000	\$ 100,000	\$ 22,005,000
207 - NPDES Stormwater	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000
Vehicle Impact Fee	\$ 750,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 4,350,000
Sources Total	\$ 20,034,623	\$ 22,750,000	\$ 34,078,000	\$ 3,560,000	\$ 3,540,000	\$ 83,962,623
Unfunded Total	\$ -	\$ 1,700,000	\$ 2,400,000	\$ 950,000	\$ 400,000	\$ 5,450,000
Total Sources Required	\$ 20,034,623	\$ 24,450,000	\$ 36,478,000	\$ 4,510,000	\$ 3,940,000	\$ 89,412,623

FACILITIES							
PRJ #	PROJECT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
FA2602	Upgrade of Corporation Yard		\$400,000				\$400,000
FA2601	Battery Storage at Youth and Swim Centers	\$300,000					\$300,000
FA2502	Upgrade of City Pools	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
FA2501	EV Charging Infrastructure	\$ 640,000	\$ 430,000	\$ -	\$ -	\$ -	\$ 1,070,000
FA2401	Tiny Tots Upgrades	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
FA2302	Plum Street Parking Lot Improvements	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000
FA2301	Public Safety Building Modernization	\$ 170,000	\$ 230,000	\$ -	\$ -	\$ -	\$ 400,000
FA2202	Senior Center Modernization	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
FA1901	Senior Center Auxiliary Parking Lot	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ -	\$ 1,550,000
FA1703	City Hall Modernization	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000
FA1702	Citywide Roof Repairs and Replacement	\$ 300,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 700,000
PARKS							
PRJ #	PROJECT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
PA2601	Pinole Creek Trail Upgrade	\$ 299,495					\$ 299,495
PA2501	Improvements to City Parks	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
PA2402	Mural Preservation	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
PA2401	Fernandez Park Improvements	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 750,000
PA2202	Skatepark Rehabilitation	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
PA1901	Pinole Valley Park Soccer Field Rehabilitation	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000
SANITARY SEWER							
PRJ #	PROJECT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
SS2501	Replacement of Blowers at the Treatment Plant	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
SS2407	Private Sewer Lateral Program	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
SS2406 *	WPCP Solar and Battery	\$ 250,000	\$ 600,000	\$ -	\$ -	\$ -	\$ 850,000
SS2405	Lower Tennent Trunk Sewer Capacity	\$ 500,000	\$ 3,550,000	\$ -	\$ -	\$ -	\$ 4,050,000
SS2404 *	WPCP Boiler Replacement	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ 660,000
SS2403 *	WPCP Centrifuge Replacement	\$ -	\$ -	\$ 990,000	\$ -	\$ -	\$ 990,000
SS2402	Pinon-3 Sewer Capacity	\$ 1,000,000	\$ 1,960,000	\$ -	\$ -	\$ -	\$ 2,960,000
SS2203 *	Effluent Outfall	\$ 1,500,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,100,000
SS2101 *	Secondary Clarifier Rehabilitation	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000
SS2002 *	Water Pollution Control Plant Lab Remodel	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
SS1702	Sewer Pump Station Rehabilitation	\$ 1,000,000	\$ 4,350,000	\$ 1,950,000	\$ -	\$ -	\$ 7,300,000
STORMWATER							
PRJ #	PROJECT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
SW2501	Stormwater Upgrade & Trash Capture	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000
SW2401	Storm Drain Creek Discharge & System Improvements	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 600,000
SW2001	Roble Road Storm Drainage Improvements	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,200,000
STREETS & ROADS							

PRJ #	PROJECT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
RO2601	Traffic Control and Safety Improvements on San Pablo Ave	\$250,000					\$250,000
RO2507	ADA Transition Plan Update	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
RO2506	Traffic Calming Program	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000
RO2505	Safe Routes to Schools	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 450,000
RO2504	Pavement Marking and Signage Upgrades	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
RO2503	City Streetlights Upgrade	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
RO2502	Pinole Signals Upgrade	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000
RO2501	Accessibility Improvements Project	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
RO2404	Crosswalk Tennent Ave at Prune St	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
RO2403	Old Town Traffic Calming	\$ 100,000	\$ 200,000	\$ 900,000	\$ -	\$ -	\$ 1,200,000
RO2402	Sidewalk Rehabilitation Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
RO2401	Road Maintenance Repairs	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 150,000	\$ 1,550,000
RO2303	Pinole Smart Signals	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
RO2302	Safety Improvements on Arterial Roadways	\$ 439,040	\$ -	\$ -	\$ -	\$ -	\$ 439,040
RO2301	Road Rehabilitation	\$ 3,757,088	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,300,000	\$ 12,357,088
RO2102	Tennent Ave Rehabilitation	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
RO1902	Tennent Avenue Day Train Gap Closure Crossing of UPRR	\$ 1,345,000	\$ 1,120,000	\$ -	\$ -	\$ -	\$ 2,465,000
RO1710 *	San Pablo Avenue Bridge Over BNSF Railroad	\$ 2,894,000	\$ 1,340,000	\$ 27,518,000	\$ -	\$ -	\$ 31,752,000
INFRASTRUCTURE ASSESSMENTS							
PRJ #	ASSESSMENT	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
IN2501	San Pablo Avenue Bicycle and Pedestrian Gap Closure						
IN2301	Facilities & Real Estate Master Plan	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
IN2106	Active Transportation Plan	\$ 20,000					\$ 20,000
IN2105	Appian Way Complete Streets	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
IN2103	Recycled Water Feasibility	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
IN2101	Emergency Power for Critical Facilities	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
IN1703	Storm Drain Master Plan	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
Uses by Project Total		\$20,034,623	\$24,450,000	\$36,478,000	\$4,510,000	\$3,940,000	\$89,412,623


LEGEND:

• Project numbers: **FA** = Facilities; **PA** = Parks; **SS** = Sanitary Sewer; **SW** = Storm Water; **RO** = Streets & Roads; **IN** = Infrastructure Assessments

* Project cost to be split 50% with the City of Hercules

FA2602 - UPGRADE OF CORPORATION YARD

Functional Area :		Project Origin :				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
Project Start	7/1/2027				Estimated Completion 6/30/2028		

Description	
<p>This project will upgrade the Pinole Shores Corporation Yard and allow relocation of the Maintenance Operations Team out of an aging building within the Treatment Plant likely to be demolished to accommodate future upgrades of the Plant. Upgrades of the Corporation Yard will include replacement of fence and automatic gate, installation of security cameras and alarm, addition of utility connections, surface improvements and establishment of parking and storage areas, portable restrooms, as well as installation of trailers to be used for offices, break room and lockers.</p>	

History, Status, or Impact if Delayed

Increased maintenance costs of the aging building within the Treatment Plant.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.1, Goal CS.9, Policy CS.9.1

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design		\$ 30,000				\$ 30,000
Construction		\$ 350,000				\$ 350,000
Contingency		\$ 20,000				\$ 20,000
TOTAL USES	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
SOURCE(S)						
106 - Measure S 2014		\$ 400,000				\$ 400,000
TOTAL FUNDS	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000

FA2601 - BATTERY STORAGE AT YOUTH AND SWIM CENTERS

Functional Area :		Project Origin :				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description

This project will be carried out in collaboration with MCE, and planned to install battery storage units to enhance utilization and effectiveness of the solar panels located at the City's Youth Center and the Swim Center. This project is expected to reduce energy usage and associated costs.



History, Status, or Impact if Delayed

This project is initiated as part of the City's environmental sustainability and resilience efforts.

General Plan Goals/Policies


2024 Climate Action and Adaptation Plan. Goal CS.9, Goals HS.6, SE.3, SE.4, SE.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 30,000					\$ 30,000
Construction	\$ 250,000					\$ 250,000
Contingency	\$ 20,000					\$ 20,000
TOTAL USES	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
SOURCE(S)						
212 - Building&Planning-Climate Grant	\$ 300,000					\$ 300,000
TOTAL FUNDS	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

FA2502 - UPGRADE OF CITY POOLS

Functional Area :		Project Origin :				Priority Score : Medium - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ 100,000.00	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description	
<p>The City's pool has five (5) lanes with depth ranges from 3.5 feet to 9 feet. The City also offers a small pool for beginners, small children or parent getting their children use to the water. The children's pool measures 25' x 25' and is two and a half (2.5) feet deep. The facility and pool offer amenities such as a handicap chair lift and full lockers to put your personal items and showers. In FY 2025/26, the two pumps were replaced, a mini-split HVAC system installed, an auto filler installed, along with plumping and other upgrades. The FY 2026/27 fund will assist in implementing further upgrades to the facility including amenities.</p>	

History, Status, or Impact if Delayed

Increased maintenance costs and potential for additional closures to avoid safety or liability issues.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.1, Goal CS.3, Goal CS.9

Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design	\$ 20,000					\$ 20,000	
Construction	\$ 160,000					\$ 160,000	
Contingency	\$ 20,000					\$ 20,000	
TOTAL USES	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
276 - Growth Impact Fees	\$ 200,000					\$ 200,000	
TOTAL FUNDS	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	

FA2501 - EV CHARGING INFRASTRUCTURE

Functional Area :		Project Origin :				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 640,000	\$ 430,000	\$ -	\$ -	\$ -	\$ 1,070,000
Project Start	7/1/2026				Estimated Completion 6/30/2028		

Description

In August 2024, City Council adopted the City’s Climate Action and Adaptation Plan (CAAP) to achieve carbon neutrality by 2045, in alignment with the State’s Senate Bill 32 and Assembly Bill 1279. Pinole’s community-wide and municipal greenhouse gas (GHG) inventories identified the transportation sector as the largest source of emissions, accounting for 50% of the total GHG emissions. In December 2024, the City’s Community Development Department submitted to the Metropolitan Transportation Commission (MTC) an application requesting \$952,000 in grant funds in addition to a required 11% local match (\$118,000) for a total Project cost of 1,070,000 for expanding the EV charging infrastructure in alignment with the Pinole’s CAAP goals.



History, Status, or Impact if Delayed

The CAAP recommends installation of 267 level 2 chargers by 2030 and 323 level 2 chargers by 2045, increasing passenger zero-emission vehicles (ZEV) use to 33% by 2030, increasing commercial zero-emission vehicle (ZEV) use to 25% by 2030, and electrifying or otherwise decarbonizing 30% of the municipal vehicle fleet by 2026.

General Plan Goals/Policies

2024 Climate Action and Adaptation Plan. Goal CS.1, Goals HS.6, SE.3, SE.4, SE.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 80,000					\$ 80,000
Construction	\$ 510,000	\$ 400,000				\$ 910,000
Contingency	\$ 50,000	\$ 30,000				\$ 80,000
TOTAL USES	\$ 640,000	\$ 430,000	\$ -	\$ -	\$ -	\$ 1,070,000
SOURCE(S)						
106 - Measure S 2014	\$ 40,000	\$ 78,000				\$ 118,000
212 - Building&Planning-Climate Grant	\$ 600,000	\$ 352,000				\$ 952,000
TOTAL FUNDS	\$ 640,000	\$ 430,000	\$ -	\$ -	\$ -	\$ 1,070,000

FA2401 - TINY TOTS UPGRADES

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description
<p>Pinole Tiny Tots interior and exterior facility maintenance including flooring, painting, bathrooms, and appliances as funding permit. Upgrades likely to include exterior siding, eaves, and trim repairs and painting. Interior office, main room, kitchen, and restrooms painting and some upgrades. Upgrades could also include needed repairs and parts replacement of the playground equipment.</p>


History, Status, or Impact if Delayed


The current exterior and interior paint is from approximately 20 years ago and shows discoloration, fading, chipping, and weathering. Similarly, th facility has aging kitchen appliances, playground equipment, carpets, etc.

General Plan Goals/Policies

Goal CS.1, Policy CS.1.1; Goal CS.3, Policy CS.3.1

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 230,000					\$ 230,000
Contingency	\$ 20,000					\$ 20,000
TOTAL USES	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 250,000					\$ 250,000
TOTAL FUNDS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000

FA2302 - PLUM STREET PARKING LOT IMPROVEMENTS


Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : Low	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000
Project Start	7/1/2027				Estimated Completion 6/30/2028		
Description							
<p>To provide a secure parking area for Police vehicles in the Plum Street parking lot. The parking lot will remain open for the public. A portion of the parking lot planned to be secured with security gate for Police vehicles. The layout of the parking lot likely to be redesigned. In addition, bicycle parking will be provided to the public.</p>							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CE.5							
Summary of Capital Cost							
USE(S)	Budget FY 2026-27	Projected Budget				Project Estimate FY 2026 - 2031	
		FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31		
Planning							
Design		\$ 20,000				\$ 20,000	
Construction		\$ 180,000				\$ 180,000	
Contingency		\$ 20,000				\$ 20,000	
TOTAL USES	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	
SOURCE(S)							
276 - Growth Impact Fees		\$ 220,000				\$ 220,000	
TOTAL FUNDS	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	

FA2301 - PUBLIC SAFETY BUILDING MODERNIZATION

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 650,000.00	\$ 170,000.00	\$ 230,000	\$ -	\$ -	\$ -	\$ 1,050,000
Project Start	7/1/2024				Estimated Completion 6/30/2027		

Description

In FY 2025/26, the Public Safety Building roof was replaced, two HVAC compressors were replaced, some of the office furniture was replaced, and some of the flooring was replaced. To extend the useful life of the Public Safety building, there are several items that still require attention including but not limited to replacement of additional flooring areas, water heaters, light fixtures, fans, bathroom fixtures, cleaning of ducts, etc. In addition, the building requires additional painting, and the locker rooms also require renovation.



History, Status, or Impact if Delayed

Delayed upgrades results in increasing maintenance needs and associated costs.

General Plan Goals/Policies


Goal CS.2, Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design		\$ 40,000				\$ 40,000
Construction	\$ 150,000	\$ 170,000				\$ 320,000
Contingency	\$ 20,000	\$ 20,000				\$ 40,000
TOTAL USES	\$ 170,000	\$ 230,000	\$ -	\$ -	\$ -	\$ 400,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 170,000	\$ 230,000				\$ 400,000
TOTAL FUNDS	\$ 170,000	\$ 230,000	\$ -	\$ -	\$ -	\$ 400,000

FA2202 - SENIOR CENTER MODERNIZATION

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$185,000	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 335,000
Project Start	7/1/2024					Estimated Completion 6/30/2027	

Description	
<p>This ongoing project includes an internal facilities condition assessment followed by implementation of improvements to modernize the existing Senior Center building located at 2525 Charles Avenue. Work include upgrades to energy system, roof repairs, and interior renovations.</p>	

History, Status, or Impact if Delayed

General Plan Goals/Policies

Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 130,000					\$ 130,000
Contingency	\$ 20,000					\$ 20,000
TOTAL USES	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 150,000					\$ 150,000
TOTAL FUNDS	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

FA1901 - SENIOR CENTER AUXILIARY PARKING LOT

Functional Area : Facilities		Project Origin : Fowler Lot Re-Use Committee				Priority Score : Low	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 126,655.00	\$ -	\$ -	\$ 1,050,000	\$ 500,000.00	\$ -	\$ 1,676,655
Project Start	7/1/2024				Estimated Completion 6/30/2030		

Description

On February 2, 2021 City Council adopted Resolution 2021-07 and awarded a contract to a consultant for the preliminary engineering and design for the parking lot. The parking lot will be designed to be a multi-benefit project that includes pavement structural section, striping, lighting, bicycle parking, electric vehicle charging stations, stormwater capture and retention, and drought tolerant landscaping. The final design will offer the maximum number of parking spaces while allowing access for both vehicles and pedestrians and include aesthetic design components. On June 7, 2022, City Council directed staff to incorporate the installation of a solar canopy and backup battery system at the site.



History, Status, or Impact if Delayed

On April 16, 1990 City Council adopted Resolution 2380 authorizing the purchase of 2548 Charles Street. At the time of purchase, City Council determined that construction of a Senior Center was necessary, and that this property was needed to provide sufficient parking for the Center. The parcel is surrounded by municipal parking lots which serve the Senior Center and Old Town Pinole. The Fowler House tenants remained in the property till 2010 and many discussions took place to determine the best use of the property. It was determined that the house had asbestos and lead paint. On July 17, 2018, City Council adopted Resolution 2018-67 to create the Fowler Lot Re-use Committee to evaluate the reuse and redevelopment of the property. The Committee evaluated uses for the lot and determined the best use of the property is a parking lot. On October 16, 2018, the City Council adopted Resolution No. 2018-93 to approve a contract with a construction company to abate and demolish the Fowler house. The property demolition was completed on March 11, 2019. On July 21, 2020, City Council adopted Resolution 2020-68 to accept the final recommendation of the Committee.

General Plan Goals/Policies

Goal CE.5, Goal CS.1, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design			\$ 100,000			\$ 100,000
Construction			\$ 870,000	\$ 450,000		\$ 1,320,000
Contingency			\$ 80,000	\$ 50,000		\$ 130,000
TOTAL USES	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ -	\$ 1,550,000
SOURCE(S)						
Unfunded			\$ 1,050,000	\$ 500,000		\$ 1,550,000
TOTAL FUNDS	\$ -	\$ -	\$ 1,050,000	\$ 500,000	\$ -	\$ 1,550,000

FA1703 - CITY HALL MODERNIZATION

Functional Area : Facilities		Project Origin : Staff Recommendation				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 100,000.00	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000
Project Start	7/1/2025				Estimated Completion 6/30/2028		

Description
<p>Interior improvements and exterior painting to extend the life of the City Hall building and improve its functionality for staff and the public. In FY 2025/26, improved office cubicles, replacement of some of the office blinds, and carpet areas and entry doors were improved. Remaining fund will be used in FY 2026/27 for improving the service counters. Upgrades planned for FY 2027/28 could include flooring, light fixtures, and addition of a lactation room. Also interior and exterior surfaces require repainting as the paint system has reached the end of its useful life with fading, chipping paint, along with water and mildew damage. Future improvements will also include replacement of the City seal and addition of a wall-mounted flagpole and multi-color lighting.</p>



History, Status, or Impact if Delayed
Future exterior painting is necessary to maintain external protection from the environment.

General Plan Goals/Policies
Policy CS.2.6, Goal CS.1, Policy CS.1.1, Policy SE.1.3


Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 10,000	\$ -				\$ 10,000
Construction	\$ 80,000	\$ 270,000				\$ 350,000
Contingency	\$ 10,000	\$ 30,000				\$ 40,000
TOTAL USES	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 100,000	\$ 300,000				\$ 400,000
TOTAL FUNDS	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 400,000

FA1702 - CITYWIDE ROOF REPAIRS AND REPLACEMENT

Functional Area : Facilities		Project Origin : End of Life Cycle				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 300,000.00	\$ 400,000	\$ -	\$ -	\$ -	\$ 700,000
Project Start	7/1/2026				Estimated Completion 6/30/2028		

Description

Roof repairs and replacement at City facilities including roofs of City Hall. Based on the October 2022 finalized evaluation report, the Public Safety Building roof was prioritized and replaced in FY 2025/26 in addition to roof repairs of the Senior Center and Youth Center.



History, Status, or Impact if Delayed

In 2015, comprehensive visual roof inspections were completed by a contractor on various City owned facilities. The purpose of the inspection was to identify the extent, if any, of moisture intrusion into the existing roof assemblies, document observed roof system deficiencies, determine the overall condition of the existing roof systems and to estimate the service life of the in-place roof assemblies.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.1, Goal CS.9, Policy CS.9.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 250,000	\$ 350,000				\$ 600,000
Contingency	\$ 50,000	\$ 50,000				\$ 100,000
TOTAL USES	\$ 300,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 700,000
SOURCE(S)						
324 - Public Facilities Fund	\$ 300,000					\$ 300,000
276 - Growth Impact Fees		\$ 400,000				\$ 400,000
TOTAL FUNDS	\$ 300,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 700,000

PA2601 - PINOLE CREEK TRAIL UPGRADE

Functional Area :		Project Origin :				Priority Score : TBD	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date		\$ 299,495	\$ -	\$ -	\$ -	\$ -	\$ 299,495
Project Start	7/1/2026					Estimated Completion 6/30/2027	

Description

This state grant fund was pursued to commence improvements of the unimproved/dirt trail section located between Pinole High School and the shopping plaza. The initial improvements will include benches with shading, debris and vegetation removal, and simple art that is appropriate for the environment. Additional grant funds to be pursued for future upgrades including replacement/rehabilitation of pedestrian/bike bridge, surfacing the trail with permeable pavement, and trail type lighting.



History, Status, or Impact if Delayed

Reduce maintenance costs, and improve quality of trail and amenities to increase walking and cycling.

General Plan Goals/Policies

Goal CS.2, Goal CS.3, Policy CS 2.6 CS 3.1 & CS3.3, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 20,000					\$ 20,000
Construction	\$ 250,000					\$ 250,000
Contingency	\$ 29,495					\$ 29,495
TOTAL USES	\$ 299,495	\$ -	\$ -	\$ -	\$ -	\$ 299,495
SOURCE(S)						
212 - Building&Planning-Climate Grant	\$ 299,495					\$ 299,495
TOTAL FUNDS	\$ 299,495	\$ -	\$ -	\$ -	\$ -	\$ 299,495

PA2501 - IMPROVEMENTS TO CITY PARKS

Functional Area :		Project Origin :				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ 150,000.00	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,150,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description

This annual project is intended to implement upgrades to the City's parks and fields such as the replacement of restrooms with ones that are equipped with fire retardant roofs and durable, fire-resistant building materials. Other potential upgrades would cover lighting, playground equipment, shaded structures, furnishings, installation of welcome kiosk and wayfinding signs, enhancing landscaping, public art, and paving trails. Identified improvements will be based on community input and aim to beautify the City's parks and enhance safety, health and quality of life.



History, Status, or Impact if Delayed

Reduce maintenance costs, and improve quality of parks and amenities.


General Plan Goals/Policies

Goal CS.2, Goal CS.3, Policy CS 2.6 & 3.1, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Construction	\$ 160,000	\$ 160,000	\$ 160,000	\$ 160,000	\$ 160,000	\$ 800,000
Contingency	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000

PA2402 - MURAL PRESERVATION

Functional Area : Parks		Project Origin : Council Request				Priority Score : Low	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Project Start	7/1/2027				Estimated Completion 6/30/2028		
Description							
Preservation and enhancement of murals in the City, community participation will be sought as applicable. Staff will pursue grant funds to implement this project sooner if possible.							
History, Status, or Impact if Delayed							
Most of the murals are now faded and is expected to continue to deteriorate over time.							
General Plan Goals/Policies							
Goal CC.1, Policy CC.1.3; Goal CC.5, Policy CC.5.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design							
Construction		\$ 100,000				\$ 100,000	
Contingency							
TOTAL USES	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	
SOURCE(S)							
106 - Measure S 2014		\$ 100,000				\$ 100,000	
TOTAL FUNDS	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	

PA2401 - FERNANDEZ PARK IMPROVEMENTS

Functional Area : Parks		Project Origin : Staff Recommendation				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ 100,000.00	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 850,000
Project Start	7/1/2024					Estimated Completion 6/30/2028	

Description

Some upgrades were taken place in FY 2025/26 including replacement of a sewer lateral. Additional upgrades are needed to improve the baseball field and decrease water and energy usage in addition to infrastructure improvements to increase accessibility and safety.



History, Status, or Impact if Delayed


General Plan Goals/Policies

Goal CS.1, Policy CS.1.1, Policy CS.1.3; Goal CS.3, Policy CS.3.1; Goal CS.9, Policy CS.9.1, Goal SE.4, Policy SE.4.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 30,000					\$ 30,000
Construction	\$ 300,000	\$ 360,000				\$ 660,000
Contingency	\$ 20,000	\$ 40,000				\$ 60,000
TOTAL USES	\$ 350,000	\$ 400,000		\$ -	\$ -	\$ 750,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 350,000	\$ 400,000				\$ 750,000
TOTAL FUNDS	\$ 350,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 750,000

PA2202 - SKATEPARK REHABILITATION

Functional Area : Parks		Project Origin : Council Request				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		
Description							
The ramps at the skatepark have settled and need to be replaced, and the construction of a retaining wall may be needed.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.2, Goal CS.3, Policy CS 2.6 & 3.1, Policy GM.4.1							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design	\$ 10,000					\$ 10,000	
Construction	\$ 130,000					\$ 130,000	
Contingency	\$ 10,000					\$ 10,000	
TOTAL USES	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	
SOURCE(S)							
276 - Growth Impact Fees	\$ 150,000					\$ 150,000	
TOTAL FUNDS	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	

PA1901 - PINOLE VALLEY PARK SOCCER FIELD REHABILITATION

Functional Area : Parks		Project Origin : Council Request				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 40,000.00	\$ 210,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Project Start	7/1/2025					Estimated Completion 6/30/2027	

Description

There are two soccer fields at Pinole Valley Park which are utilized on an annual basis, the Wright Avenue Soccer Field at the southerly end, and Savage Avenue Soccer Field at the northern end. Both fields are heavily used by soccer leagues and the general public. In FY 2025/26, some upgrades to the irrigation system and damaged turf areas were replaced. The remaining funds will be used in FY 2026/27 to fund installation of prefabricated restrooms along with associated utility connections.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CS.1, Goal CS.3, Policy CS 3.1, Policy GM.4.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 10,000					\$ 10,000
Construction	\$ 180,000					\$ 180,000
Contingency	\$ 20,000					\$ 20,000
TOTAL USES	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 210,000					\$ 210,000
TOTAL FUNDS	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000

SS2501 - REPLACEMENT OF BLOWERS AT THE TREATMENT PLANT

Functional Area :		Project Origin :				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description

One of the three blowers at the Treatment Plant was replaced in FY 2025/26, and the two remaining blowers were ordered. This project will fund the remaining costs for replacing the two blowers. The project was initiated because the existing treatment plant blowers are obsolete. The blower manufacturer (Aerzen) has notified the City that certain components are no longer available for purchase as replacement parts. In order to avoid equipment downtime, the blowers will be replaced in advance of needing the replacement parts that are no longer available.



History, Status, or Impact if Delayed

Two remaining blowers are outdated and replacement parts are no longer available, which could adversely impact operations if disabled.


General Plan Goals/Policies

Policy GM.4.1, Goal CS.6, Policy CS.6.1

Summary of Capital Cost


USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 100,000					\$ 100,000
Contingency	\$ 20,000					\$ 20,000
TOTAL USES	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 120,000					\$ 120,000
TOTAL FUNDS	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000

SS2407 - PRIVATE SEWER LATERAL PROGRAM

Functional Area : Sanitary Sewer		Project Origin : Staff Recommendation				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Project Start	7/1/2025				Estimated Completion 6/30/2030		
		Description					
		Revolving fund to support property owners/residents in repairing or replacing their private sewer laterals under a reimbursement agreement. Guidelines of the Program were developed in FY 2025/26 and approved by the City Council.					
		History, Status, or Impact if Delayed					
		This program will support the City's sewer collection system and treatment plant regulatory compliance through a reduction in flows from infiltration and inflow (I&I). I&I reduction will reduce treatment costs and may reduce the scope of or need for future capacity improvements.					
		General Plan Goals/Policies					
		Goals HS.2, Policy HS.2.5; Goal HS.7, Policy HS.7.6; Goal CC.2, Policy CC.2.2					
		Summary of Capital Cost					
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design							
Construction	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	
Contingency							
TOTAL USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	
TOTAL FUNDS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	

SS2406 - WPCP SOLAR AND BATTERY

Functional Area : Sanitary Sewer		Project Origin : Master Plan				Priority Score : High - Phased	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required	<input type="checkbox"/> Rehabilitation						
Estimated Expenditures to-date		\$ 250,000.00	\$ 600,000	\$ -	\$ -	\$ -	\$ 850,000
Project Start	7/1/2026					Estimated Completion 6/30/2028	

Description	
<p>Planning and design for renewable solar energy generation and battery storage project at the Water Pollution Control Plant (WPCP). Install three (3) photovoltaic (PV) arrays with a total PV capacity of 496 kW: a carport array (50-kW), a ground-mount PV array in the public park area to the southwest of the WPCP (175-kW), and a ground-mount PV array along the northeast perimeter of the WPCP, adjacent to the public pathway that runs along the canal (271-kW). Install a 575 kWh capacity battery energy storage system (BESS), controls, and a 450-kW diesel generator. Staff are also planning on the installation of EV chargers, and has been in coordination with PG&E in this regard.</p>	

History, Status, or Impact if Delayed

In 2024, Tetra Tech prepared an Energy Conservation, Generation, and Storage Assessment study for City facilities which included: 1) evaluation of energy conservation, energy generation, energy storage, and electric vehicle measures and 2) a renewable microgrid analysis to determine the technical and economic feasibility of installing new renewable energy generation systems and battery storage at the Water Pollution Control Plant (WPCP). Recommendations included addition of photovoltaic (PV) panel arrays at three different locations, a battery energy storage system (BESS) and generator. Construction costs will be estimated during the final design, and will be budgeted in the following fiscal years.

General Plan Goals/Policies

Goal CS.6, Policy CS.6.1; Goal SE.3, Policy SE.1.3; Goal GM.4, Policy GM.4.1


Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning	\$ 40,000					\$ 40,000
Design	\$ 210,000					\$ 210,000
Construction		\$ 600,000				\$ 600,000
Contingency						
TOTAL USES	\$ 250,000	\$ 600,000	\$ -	\$ -	\$ -	\$ 850,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 250,000	\$ 600,000	\$ -	\$ -		\$ 850,000
TOTAL FUNDS	\$ 250,000	\$ 600,000	\$ -	\$ -	\$ -	\$ 850,000

SS2405 - LOWER TENNENT TRUNK SEWER CAPACITY

Functional Area : Sanitary Sewer		Project Origin : Master Plan				Priority Score : High - Phased	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date		\$ 500,000.00	\$ 3,550,000	\$ -	\$ -	\$ -	\$ 4,050,000
Project Start	7/1/2026					Estimated Completion 6/30/2028	

Description
<p>Tennent-1 improvements as identified in the Sanitary Sewer Collection System Master Plan. This project includes the replacement of approximately 130 feet of 24-inch diameter pipeline, 1,250 feet of 30-inch diameter pipeline, and 10 feet of 36-inch diameter pipeline along Tennent Avenue and inside of the Water Pollution Control Plant (WPCP) with 1,390 feet of 36-inch to 42-inch diameter pipeline.</p>



History, Status, or Impact if Delayed

The Sanitary Sewer Collection System Master plan identified capacity deficiencies which result in surcharging of the gravity sewer and cause sanitary sewer overflows (SSO's) during modeled peak wet weather flow (PWWF) conditions.

General Plan Goals/Policies

Goal CS.6, Policy CS.6.1; Goal GM.4, Policy GM.4.1


Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning	\$ 30,000					\$ 30,000
Design	\$ 420,000					\$ 420,000
Construction		\$ 3,370,000				\$ 3,370,000
Contingency	\$ 50,000	\$ 180,000				\$ 230,000
TOTAL USES	\$ 500,000	\$ 3,550,000	\$ -	\$ -	\$ -	\$ 4,050,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 500,000	\$ 3,550,000	\$ -	\$ -		\$ 4,050,000
TOTAL FUNDS	\$ 500,000	\$ 3,550,000	\$ -	\$ -	\$ -	\$ 4,050,000

SS2404 - WPCP BOILER REPLACEMENT

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date		\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ 660,000
Project Start	7/1/2027					Estimated Completion 6/30/2028	

Description

This project will replace the anaerobic digester process boilers at the Wastewater Treatment Plant.



History, Status, or Impact if Delayed

The anaerobic digestion process at the WPCP includes hot water boilers to heat water for use in the digester sludge heat exchanger. Two 40 HP Natural Gas Scotch Boilers, manufactured by Hurst Boiler & Welding Co., Inc. were installed in 2006 during the Anaerobic Digester Improvements project.


General Plan Goals/Policies

Goal CS.1, Goal CS.6, Policy CS.6.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction		\$ 600,000				\$ 600,000
Contingency		\$ 60,000				\$ 60,000
TOTAL USES	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ 660,000
SOURCE(S)						
500 - Sewer Enterprise Fund		\$ 660,000				\$ 660,000
TOTAL FUNDS	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ 660,000

SS2403 - WPCP CENTRIFUGE REPLACEMENT

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date		\$ -	\$ -	\$ 990,000	\$ -	\$ -	\$ 990,000
Project Start	7/1/2028					Estimated Completion 6/30/2029	
Description							
This project will replace the dewatering centrifuge at the Wastewater Treatment Plant.							
History, Status, or Impact if Delayed							
The solids handling process at the WPCP includes solids dewatering using centrifuges. One of two centrifuges at the WPCP was originally installed in 2006 and reused and relocated to the Solids Handling Building during the plant upgrades completed in 2019. The centrifuge is an Alfa Laval, Aldec G2-95 unit.							
General Plan Goals/Policies							
Goal CS.1, Goal CS.6, Policy CS.6.1							
Summary of Capital Cost							
USE(S)	Budget FY 2026-27	Projected Budget				Project Estimate FY 2026 - 2031	
		FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31		
Planning							
Design							
Construction			\$ 900,000			\$ 900,000	
Contingency			\$ 90,000			\$ 90,000	
TOTAL USES	\$ -	\$ -	\$ 990,000	\$ -	\$ -	\$ 990,000	
SOURCE(S)							
500 - Sewer Enterprise Fund			\$ 990,000			\$ 990,000	
TOTAL FUNDS	\$ -	\$ -	\$ 990,000	\$ -	\$ -	\$ 990,000	

SS2402 - PINON-3 SEWER CAPACITY

Functional Area : Sanitary Sewer		Project Origin : Master Plan				Priority Score : High - Phased		
Type of CIP		Budget	Unappropriated Subsequent Years					Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31		
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation							
<input type="checkbox"/> Land/Row Acq. Required								
<input type="checkbox"/> Rehabilitation								
Estimated Expenditures to-date	\$ 6,717,623.00	\$ 1,000,000.00	\$ 1,960,000	\$ -	\$ -	\$ -	\$ 9,677,623	
Project Start	7/1/2022					Estimated Completion 6/30/2028		

Description	
<p>The Pinon-2 project was completed in FY 2025/26, thereby replacing sewer lines along segments of Pinon Avenue and Orleans Drive along with pavement improvements. The Pinon-3 improvements as identified in the Sanitary Sewer Collection System Master Plan. This project includes the replacement of approximately 820 feet of 6-inch to 10-inch diameter pipeline along San Pablo Avenue, 680 feet of 8-inch to 10-inch diameter pipeline along Pinon Avenue, 890 feet of 6-inch to 8-inch diameter pipeline along Appian Way, 290 feet of 6-inch diameter pipeline along Meadow Avenue, and 290 feet of 6-inch diameter pipeline between Meadow Avenue and San Pablo Avenue with 2,970 feet of 10-inch to 15-inch diameter pipelines.</p>	

History, Status, or Impact if Delayed

The Sanitary Sewer Collection System Master plan identified capacity deficiencies which result in surcharging of the gravity sewer and cause sanitary sewer overflows (SSO's) during modeled peak wet weather flow (PWWF) conditions.

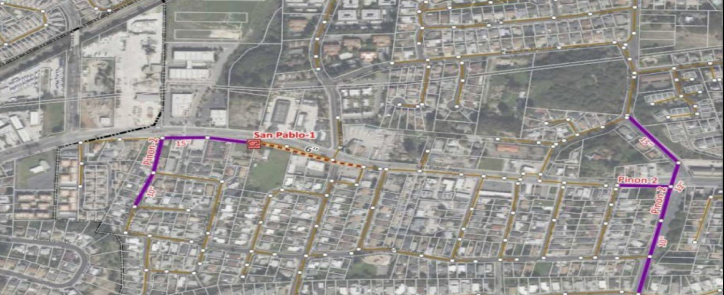
General Plan Goals/Policies

Goal CS.6, Policy CS.6.1; Goal GM.4, Policy GM.4.1, Goal CS.7

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 250,000					\$ 250,000
Construction	\$ 650,000	\$ 1,750,000				\$ 2,400,000
Contingency	\$ 100,000	\$ 210,000				\$ 310,000
TOTAL USES	\$ 1,000,000	\$ 1,960,000	\$ -	\$ -	\$ -	\$ 2,960,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 1,000,000	\$ 1,960,000				\$ 2,960,000
TOTAL FUNDS	\$ 1,000,000	\$ 1,960,000	\$ -	\$ -	\$ -	\$ 2,960,000

SS2203 - EFFLUENT OUTFALL

Functional Area : Sanitary Sewer		Project Origin : Regulatory Requirement				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 1,500,000.00	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,100,000
Project Start	7/1/2026				Estimated Completion 6/30/2028		

Description	
<p>The Effluent Outfall project is intended to reduce pressure in the effluent pipe during extreme storm events. Effluent pumping capacity of the treatment plant is limited by the capacity of the pipe size at the effluent outfall in Rodeo. Increasing the pipe size at the Effluent Outfall Eductor Station will increase the wet weather effluent pumping capacity and increase the lifespan of the effluent pipe by reducing the pressure in the line during storm events. This project requires coordination with Rodeo.</p>	

History, Status, or Impact if Delayed

The RWQCB adopted a 40% reduction in nitrogen discharge limits for the San Francisco Bay Region. Options to meet the future permit limits will be evaluated.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.6, Policy CS.6.1


Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 450,000					\$ 450,000
Construction	\$ 850,000	\$ 1,400,000				\$ 2,250,000
Contingency	\$ 200,000	\$ 200,000				\$ 400,000
TOTAL USES	\$ 1,500,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,100,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 1,500,000	\$ 1,600,000				\$ 3,100,000
TOTAL FUNDS	\$ 1,500,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,100,000

SS2101 - SECONDARY CLARIFIER REHABILITATION

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ 425,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description

The Water Pollution Control Plant (WPCP)/Treatment Plant has five secondary clarifiers which slow the flow to allow the microorganisms and other solids to settle to the bottom of the clarifier where they can be returned to aeration tanks to continue treating waste.



History, Status, or Impact if Delayed

Secondary Clarifiers 1 and 2 (SC1 and SC 2) were constructed in the early 1970s and are peripheral feed clarifiers. Secondary Clarifiers 3 and 4 (SC 3 and SC 4) were constructed in the early 1980s and are center feed clarifiers. Secondary Clarifier 5 (SC 5) was constructed in early 2000 and is a center feed, flocculator clarifier. In the first quarter of FY 2022-23, a preliminary inspection of the center column of the SC 5 was completed to examine the current condition and determine the scope of work for rehabilitation. In the second quarter of FY 2022-23, it was determined that SC 3 & SC 4 also require rehabilitation. Previously, this project was titled, "Secondary Clarifier - Center Column Rehabilitation" which only focused on the rehabilitation work required for SC 5.


General Plan Goals/Policies

Goal CS.1, Goal CS.6, Policy CS.6.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Design						
Construction SC 5	\$ 315,000					\$ 315,000
Construction SC 3, SC 4	\$ 67,500					\$ 67,500
Contingency	\$ 42,500					\$ 42,500
TOTAL USES	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 425,000					\$ 425,000
TOTAL FUNDS	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ 425,000

SS2002 - WATER POLLUTION CONTROL PLANT LAB REMODEL


Functional Area : Sanitary Sewer		Project Origin : Regulatory Requirement				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		
Description							
<p>The California Environmental Laboratory Accreditation Program (ELAP) is responsible for accrediting environmental testing labs including the Pinole - Hercules WPCP. The 2019 ELAP inspection results indicated the lab apparatus, countertops, and the fume hood are past their useful life and recommended replacement. Staff has already received quotes to replace the appliances, countertops, and cabinets. Likely payments to contractors will take place in FY 2026/27.</p>							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Policy GM.4.1, Goal CS.1, Policy CS.2.6							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design	\$ 20,000					\$ 20,000	
Construction	\$ 150,000					\$ 150,000	
Contingency	\$ 30,000					\$ 30,000	
TOTAL USES	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 200,000					\$ 200,000	
TOTAL FUNDS	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	

SS1702 - SEWER PUMP STATION REHABILITATION

Functional Area : Sanitary Sewer		Project Origin : End of Life Cycle				Priority Score : Medium - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 1,000,000.00	\$ 4,350,000	\$ 1,950,000	\$ -	\$ -	\$ 7,300,000
Project Start	7/1/2026				Estimated Completion 6/30/2029		

Description

The City owns and operates two lift stations to convey flow from low lying areas to high elevations where the flow continues by gravity to the wastewater treatment plant. Both pump stations have reached the end of their useful life and need to be rehabilitated. The two pump stations are located on San Pablo Ave. and Hazel St. In FY 2019/20, this project was renamed to include both pump stations. Previously, this project was titled, "Hazel Street Sewer Pump Rehabilitation." This project also includes the San Pablo Lift Station Force Main, approximately 640 feet of existing 6-inch will be replaced with 8-inch diameter force main.



History, Status, or Impact if Delayed

The City recently completed a Sanitary Sewer Master Plan. In the first fiscal year of construction, the Hazel Street Lift Station will be replaced, followed by the replacement of the San Pablo Ave. Lift Station. The Hazel Street Lift Station will be replaced in coordination with RO2301.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.6, Policy CS.6.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning	\$ 70,000					\$ 70,000
Design	\$ 380,000					\$ 380,000
Construction	\$ 550,000	\$ 4,000,000	\$ 1,800,000			\$ 6,350,000
Contingency		\$ 350,000	\$ 150,000			\$ 500,000
TOTAL USES	\$ 1,000,000	\$ 4,350,000	\$ 1,950,000	\$ -	\$ -	\$ 7,300,000
SOURCE(S)						
500 - Sewer Enterprise Fund	\$ 1,000,000	\$ 4,350,000	\$ 1,950,000			\$ 7,300,000
TOTAL FUNDS	\$ 1,000,000	\$ 4,350,000	\$ 1,950,000	\$ -	\$ -	\$ 7,300,000

SW2501 - STORMWATER UPGRADE & TRASH CAPTURE

Functional Area :		Project Origin :				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ 100,000.00	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 600,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description

On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted the Statewide Trash Provisions which address the impacts trash has on the beneficial uses of surface waters. The Trash Provisions establish a statewide water quality objective for trash and a prohibition of trash discharge. The City is required to demonstrate full compliance with the Trash Provisions by 2030, with preliminary milestones of 35% by 2026 and 70% by 2028. The City will complete this project as required under the State- Issued Trash Amendments and NPDES Permit. The tasks necessary to achieve compliance will include design, installation, and long-term maintenance of full trash capture devices. With the assistance of consulting services, before and after analysis and corrections to the stormwater map took place, and the City is now at almost 100% compliance. Additional improvements are being pursued to achieve regional credits, and grant funds is also being pursued to assist with the project costs.



History, Status, or Impact if Delayed

This project is needed to meet requirements or be potentially subjected to penalties.


General Plan Goals/Policies

Goal CS.7, Policy CS.7.1; Goals OS.1, Policy OS.1.2; Goal CC.2, Policy CC.2.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 8,000	\$ 58,000
Construction	\$ 90,000	\$ 100,000	\$ 80,000	\$ 70,000	\$ 55,000	\$ 395,000
Contingency	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 7,000	\$ 47,000
TOTAL USES	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000
SOURCE(S)						
207 - NPDES Stormwater	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000
TOTAL FUNDS	\$ 120,000	\$ 120,000	\$ 100,000	\$ 90,000	\$ 70,000	\$ 500,000

SW2401 - STORM DRAIN CREEK DISCHARGE & SYSTEM IMPROVEMENTS


Functional Area : Stormwater		Project Origin : End of Life Cycle				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 100,000.00	\$ 120,000.00	\$ 120,000	\$ 120,000	\$ 120,000.00	\$ 120,000.00	\$ 700,000
Project Start	7/1/2025				Estimated Completion 6/30/2031		
Description							
<p>Improvements implemented in FY 2025/26 include replacement of the Delores Court stormwater pipeline, with remaining funds to be utilized in FY 2026/27. The condition assessments have identified a number of storm drain pipelines that are structurally deteriorated and failing where they discharge into Pinole Creek. A systematic rehabilitation or replacement of failing storm drain infrastructure will be prioritized as part of the Storm Drain Master Plan.</p>							
History, Status, or Impact if Delayed							
Delays in upgrades increased maintenance costs in past years and community impacts by flooding.							
General Plan Goals/Policies							
Goal CS.7, Policy CS.7.1; Goals OS.1, Policy OS.1.2; Goal CC.2, Policy CC.2.2							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000	
Construction	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 450,000	
Contingency	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000	
TOTAL USES	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 600,000	
SOURCE(S)							
106 - Measure S 2014	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 600,000	
TOTAL FUNDS	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 600,000	

SW2001 - ROBLE ROAD STORM DRAINAGE IMPROVEMENTS

Functional Area : Stormwater		Project Origin : Staff Recommendation				Priority Score : Ongoing Design High	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 250,000.00	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,450,000
Project Start	7/1/2025				Estimated Completion 6/30/2028		

Description

The existing system appears to have capacity issues at Roble Ave. and Encina Ave. that warrant review and upgrade. This project will assess the collection system for capacity and hydraulic profile and upgrade the system as necessary. Funding in the amount of \$250,000 was reallocated from another project in FY 2025/26 in order to fund the planning, environmental review, design, and construction cost estimates of the Roble Road Storm Drainage Improvements. Staff will seek grant funds to pursue project construction in FY 2027/28.



History, Status, or Impact if Delayed

Delayed upgrades impacts increases maintenance costs.

General Plan Goals/Policies

Policy GM.4.1, Goal CS.7, Policy CS.7.1

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction		\$ 1,100,000				\$ 1,100,000
Contingency		\$ 100,000				\$ 100,000
TOTAL USES	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,200,000
SOURCE(S)						
Unfunded		\$ 1,200,000				\$ 1,200,000
TOTAL FUNDS	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,200,000

RO2601 - TRAFFIC CONTROL AND SAFETY IMPROVEMENTS ON SAN PABLO AVENUE

Functional Area :		Project Origin :				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description

This project will implement the following traffic operational and safety improvements: (1) Add a crosswalk across San Pablo Avenue at Fifth Avenue with associated ADA compliant curb ramps, equipped with a regulatory High-Intensity Activated Crosswalk (HAWK) signal; (2) Add a Rectangular Rapid Flashing Beacon (RRFB) at the existing crossing across San Pablo Avenue at Madrone Avenue; (3) Construct necessary widening of sidewalks to allow installation of accessible curb ramps and new poles of the HAWK and RRFB devices; (4) Construct necessary median improvements to improve crossings safety and allow installation of traffic control devices; and, (5) Improve signage and pavement markings on San Pablo Avenue between Third Avenue and Adams Court to enhance safety conditions. Local match to this grant will be funded by other projects.



History, Status, or Impact if Delayed

This project aims to improve safety conditions on San Pablo Avenue, including crossings safety by community members including seniors at Fifth Avenue.

General Plan Goals/Policies


Goal CE.1, Goal CE.4, Policy GM.3.3, Policy GM.3.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 40,000					\$ 40,000
Construction	\$ 210,000					\$ 210,000
Contingency						
TOTAL USES	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
SOURCE(S)						
325 - Grant: TDA Article 3	\$ 250,000					\$ 250,000
TOTAL FUNDS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000

RO2508 - ADA TRANSITION PLAN UPDATE

Functional Area :		Project Origin :				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description	
<p>This is to update the City of Pinole 2004 ADA Transition Plan for Public Improvements. A number of updates to the guidelines and standards for the construction of new and the upgrading of existing public improvements have been issued by a number of federal and state agencies since 2004, thereby resulting in the need for updating the City's Plan. It should also be noted that locations of deficiencies and associated cost of improvements as described in the Transition Plan are outdated.</p>	

History, Status, or Impact if Delayed

Staff has been implementing public improvements based on the most up-to-date federal and state standards plans and specifications, which is sometimes inconsistent with the City's Transition Plan.

General Plan Goals/Policies

Goal CE.4, Policy GM.3.3, Policy GM.3.7

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning	\$ 350,000					\$ 350,000
Design						
Construction						
Contingency						
TOTAL USES	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
SOURCE(S)						
325 - City Street Improvements	\$ 350,000					\$ 350,000
TOTAL FUNDS	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000

RO2506 - TRAFFIC CALMING PROGRAM

Functional Area :		Project Origin :				Priority Score : High for FY 26/27	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<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 6/30/2031		

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. Funding for FY 2025/26 was combined with the Pavement Rehabilitation Project for relevant traffic calming improvements.



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 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
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
Unfunded		\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 650,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 850,000

RO2505 - SAFE ROUTES TO SCHOOLS

Functional Area :		Project Origin :				Priority Score : High for FY 26/27	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 450,000
Project Start	7/1/2025				Estimated Completion 6/30/2031		

Description

The purpose of this annual Safe Routes to School (SR2S) project is to provide minor capital improvements to enhance the safety of pedestrians and bicyclists on public roads in school areas. In coordination with the City's TAPS and the School District, staff will address safety concerns and develop strategies to encourage the use of alternative modes of transportation in the vicinity of schools. SR2S improvements may include enhancements to pavement markings, regulatory and advisory signs, installation of traffic control devices such as Rectangular Rapid Flashing Beacon (RRFB), and minor concrete improvements.

History, Status, or Impact if Delayed

Addressing community concerns in a timely manner, thereby enhancing the sense of safety and increasing walking and cycling.

General Plan Goals/Policies

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

Summary of Capital Cost

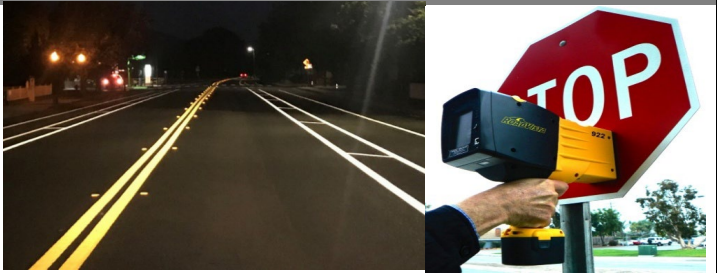
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 40,000
Construction	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 50,000	\$ 370,000
Contingency	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 40,000
TOTAL USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 450,000
SOURCE(S)						
325 - City Street Improvements	\$ 100,000					\$ 100,000
Unfunded		\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 350,000
TOTAL FUNDS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 450,000

RO2504 - PAVEMENT MARKING AND SIGNAGE UPGRADES

Functional Area :		Project Origin :				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description

Per the California Manual on Uniform Traffic Control Devices (MUTCD), local governments are required to maintain a minimum level of retro-reflectivity for longitudinal pavement markings and for signs. These standards promote safety while providing sufficient flexibility for agencies to choose a maintenance method that best matches their specific conditions. The purpose of this annual project is to upgrade and refresh existing pavement markings and replace damaged signs as needed throughout the City per the requirements set forth by the California Department of Transportation (Caltrans). It is recommended that this type of project be continued on an annual basis because the retro-reflectivity of pavement markings and signage degrade over time and can pose a safety hazard for road users. FY 2025/26 funds was combined with the Pavement Rehabilitation Project to fund relevant improvements.



History, Status, or Impact if Delayed

Not meeting requirements and potential increase in maintenance and replacement costs.

General Plan Goals/Policies

Goal CE.3, Policy CE.3.2; Policy GM.3.3, Goal CS.10, Policy CS 10.2; Goal CE.7; Goal SE.8, Policy SE.8.7


Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Contingency						
TOTAL USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
SOURCE(S)						
325 - City Street Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL FUNDS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000

RO2503 - CITY STREETLIGHTS UPGRADE

Functional Area :		Project Origin :				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date		\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
Project Start	7/1/2025					Estimated Completion	6/30/2031

Description
<p>This annual project will implement upgrades to City owned streetlights (currently within Pinole 523 streetlights owned by the City, and 902 streetlights owned by PG&E) and install new streetlights in areas where the streetlights do not meet standards for spacing and illumination. Adequate neighborhood street lighting improves safety by improving nighttime visibility and provides sidewalk and road users with an increased sense of security. Street lighting can also provide a sense of place and a more pleasing environment in residential and commercial areas, such as the addition of string lighting on San Pablo Avenue City's downtown area.</p>



History, Status, or Impact if Delayed

Adverse impacts on sense of safety and security, and increased City costs for maintenance and replacement.

General Plan Goals/Policies

Goal CS.1, Goal CS.2, Goal CS.10. Policy CS10.2

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Construction	\$ 220,000	\$ 220,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 980,000
Contingency	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
TOTAL USES	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000
SOURCE(S)						
377 - Arterial Streets Rehabilitation	\$ 250,000	\$ 250,000				\$ 500,000
Unfunded			\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
TOTAL FUNDS	\$ 250,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,100,000

RO2502 - PINOLE SIGNALS UPGRADE

Functional Area :		Project Origin :				Priority Score : High - Phased	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input checked="" type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ 178,000.00	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 1,078,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description

The purpose of this project is to assess the consistency of the City's traffic signal equipment and make improvements to City-owned signals such as through the installation of video detection, accessible pedestrian signal devices, upgrade of controller and cabinet, upgrade of software, battery back-up system and/or establishment of designated left-turn phasing.

Having consistent signal equipment at all City signalized intersections will save on maintenance costs and provide the best operational efficiency and safety for our residents. Key improvements will be made in coordination with the City's Traffic and Pedestrian Safety Commission (TAPS). This annual program is not intended to design and construct new signals due to the high costs associated with a new installation. New signal installation will typically be accompanied by a new development as a project mitigation, or as an individual City CIP subject to meeting signal warrants. FY 2025/26 funds was dedicated to the installation of ADA compliant pedestrian push buttons at 18 traffic signals with the remaining fund to be used in FY 2026/27.



History, Status, or Impact if Delayed

Delayed upgrades increase the cost of maintenance and cost of capital improvements.

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 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 20,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 80,000
Construction	\$ 150,000	\$ 150,000	\$ 150,000	\$ 120,000	\$ 120,000	\$ 690,000
Contingency	\$ 30,000	\$ 30,000	\$ 30,000	\$ 20,000	\$ 20,000	\$ 130,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000
SOURCE(S)						
377 - Arterial Streets Rehabilitation	\$ 200,000	\$ 200,000				\$ 400,000
215 - Measure J			\$ 200,000	\$ 150,000	\$ 150,000	\$ 500,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 900,000

RO2501 - ACCESSIBILITY IMPROVEMENTS PROJECT

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Annual	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date		\$ 150,000.00	\$ 150,000	\$ 150,000	\$ 150,000.00	\$ 150,000.00	\$ 750,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description	
<p>Title II of the Americans with Disability Act (ADA) requires local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps. To allow people with disabilities to cross streets safely, local governments must provide curb ramps at pedestrian crossings and at public transportation stops where walkways intersect with a vertical curb. To comply with ADA requirements, the curb ramps provided must meet specific standards for width, slope, cross slope, placement, and other features. Per ADA standards, all streets constructed after January 26, 1992 must provide curb ramps in compliance with ADA standards. In addition, any street that was constructed prior to 1992, but was altered after 1992, must also provide ADA-compliant curb ramps. The purpose of this project is to upgrade existing pedestrian curb ramps and to install new pedestrian curb ramps at high priority areas and locations with high levels of pedestrian activity. Some of the FY 2025/26 funds were combined with the Pavement Rehabilitation Project for implementation of ADA compliant curb ramps.</p>	

History, Status, or Impact if Delayed


Following ADA compliance is a requirement. Delays in pursuing these improvements could adversely impact the community's accessibility and safety needs, and potentially subject the City to liabilities.

General Plan Goals/Policies

Goal CE.4, Policy CE.4.5; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CS.2, Policy CS.2.6; Goal CS.10, Policy CS 10.2; Goal H.3, Policy H.3.1; Goal GM.3, Policy GM.3.7; Goal HS.6, Policy HS.6.1

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 675,000
Contingency	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
TOTAL USES	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
SOURCE(S)						
325 - City Street Improvements	\$ 150,000	\$ 150,000				\$ 300,000
215 - Measure J			\$ 150,000	\$ 150,000	\$ 150,000	\$ 450,000
TOTAL FUNDS	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

RO2404 - CROSSWALK TENNENT AVE AT PRUNE ST

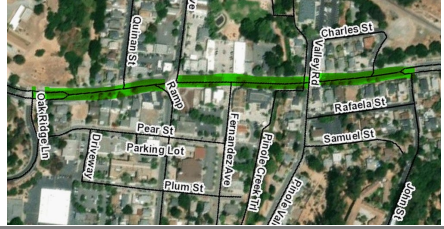
Functional Area : Streets & Roads		Project Origin : Council Request				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Project Start	7/1/2026				Estimated Completion 6/30/2028		
Description							
Assessment of the intersections control and establishment of crosswalks (high visibility) at the intersections of Tennent Avenue at Prune Street. This assessment is planned to be performed by staff in FY 2026/27 with construction/implementation planned for FY 2027/28.							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CS.10, Policy CS.10.2; Goal SE.8, Policy SE.8.8; Goal HS.6, Policy HS.6.1; Goal CE.4; Goal CS.2, Policy CS.2.6							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design		\$ 5,000				\$ 5,000	
Construction		\$ 45,000				\$ 45,000	
Contingency							
TOTAL USES	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	
SOURCE(S)							
106 - Measure S 2014		\$ 50,000				\$ 50,000	
TOTAL FUNDS	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	

RO2403 - OLD TOWN TRAFFIC CALMING

Functional Area : Streets & Roads		Project Origin : Council Request				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures To-Date	\$ -	\$ 100,000	\$ 200,000	\$ 900,000	\$ -	\$ -	\$ 1,200,000
Project Start	7/1/2026				Estimated Completion 6/30/2029		

Description

ADA compliant curb ramps were implemented in the Downtown area in FY 2025/26. Minor improvements are planned in FY 2026/27 such as street furniture, string lighting, and other measures to improve the road environment for users. Additional more significant improvements will be implemented in future years especially following construction of the San Pablo Avenue Bridge Replacement Project. Such improvements will include traffic calming devices, bicycle facilities, improved pedestrian facilities, improved lighting, etc. San Pablo Avenue is an important regional corridor, and staff will pursue grant funds to design and implement future improvements.



History, Status, or Impact if Delayed

This project will implement improvements in Old Town gradually given the significant upgrades needed.

General Plan Goals/Policies

Goal GM.2, Policy GM.3.3, Policy GM.3.7; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CE.4, Policy CE.4.5; Goal CE.5; Goal CS.10, Policy CS.10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 10,000	\$ 50,000	\$ 200,000			\$ 260,000
Construction	\$ 90,000	\$ 150,000	\$ 700,000			\$ 940,000
Contingency						
TOTAL USES	\$ 100,000	\$ 200,000	\$ 900,000	\$ -	\$ -	\$ 1,200,000
SOURCE(S)						
325 - City Street Improvements	\$ 100,000					\$ 100,000
Unfunded		\$ 200,000	\$ 900,000			\$ 1,100,000
TOTAL FUNDS	\$ 100,000	\$ 200,000	\$ 900,000	\$ -	\$ -	\$ 1,200,000

RO2402 - SIDEWALK REHABILITATION PROGRAM

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date		\$ 200,000.00	\$ 200,000	\$ 200,000	\$ 200,000.00	\$ 200,000.00	\$ 1,000,000
Project Start	7/1/2025					Estimated Completion 6/30/2031	

Description

According to the California Streets and Highway Code, the owner of a property fronting a public street must maintain the sidewalk, curb and gutter, and park strip area in a condition that will not endanger persons or property or interfere with the convenient use of the area. Purpose of this annual program is to assist property owners in maintaining the sidewalks in a safe manner. In doing so, the program assists residents in maintaining the condition of walkways for which they have maintenance responsibility.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CE.4, Policy CE.4.5; Goal SE.8, Policy SE.8.7; Goal CE.1, Policy CE.1.4; Goal CE.3, Policy CE.3.2; Goal CS.2, Policy CS.2.6; Goal CS.10, Policy CS 10.2; Goal H.3, Policy H.3.1; Goal GM.3, Policy GM.3.7; Goal HS.6, Policy HS.6.1

Summary of Capital Cost


USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Construction	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 900,000
Contingency	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
TOTAL USES	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
SOURCE(S)						
325 - City Street Improvements	\$ 200,000	\$ 200,000				\$ 400,000
215 - Measure J			\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
TOTAL FUNDS	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000

RO2401 - ROAD MAINTENANCE REPAIRS

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 100,000.00	\$ 350,000.00	\$ 350,000	\$ 350,000	\$ 350,000.00	\$ 150,000.00	\$ 1,650,000
Project Start	7/1/2025				Estimated Completion 6/30/2031		

Description

The City was divided into five zones to allow for a proactive approach in maintaining the roads including potholing, repair of street lights, replacement of faded and missing signs, enhancement of pavement markings, etc. It should be noted that these improvements are in addition to the citywide maintenance activities in response to public requests. It should also be noted that \$250,000 of the FY 2025/26 funds had to be reassigned to the Roble Road Stormwater Improvements Project to ensure continuation of the project's environmental review and design.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Goal CE.3, Policy CE.3.2; Policy GM.3.3, Goal CS.10, Policy CS 10.2; Goal CE.7; Goal SE.8, Policy SE.8.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ -					
Construction	\$ 320,000	\$ 320,000	\$ 320,000	\$ 320,000	\$ 150,000	\$ 1,430,000
Contingency	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 120,000
TOTAL USES	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 150,000	\$ 1,550,000
SOURCE(S)						
Potential Vehicle Impact Fee	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 150,000	\$ 1,550,000
TOTAL FUNDS	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 150,000	\$ 1,550,000

RO2303 - PINOLE SMART SIGNALS

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		

Description
<p>The Smart Signals project will develop, manage, and implement ITS initiatives that improve the safety and efficiency of multimodal mobility, maximize highway and arterial system throughput, and improve operational efficiency, safety, and reduce environmental impact throughout Contra Costa County. Contra Costa Transportation Authority is the project lead and will coordinate the project throughout the county. Twelve traffic signals have been identified as candidates for the Smart Signals project. These signals are located on Pinole arterial roadways (Appian Way & San Pablo Avenue).</p>



History, Status, or Impact if Delayed

Deployment of the Smart Signals Project is expected to result in operational and safety improvements for all modes of transportation, such as decrease in travel time and total delay, reduction in number of stops and secondary accidents, reduction of fuel consumption and greenhouse gas emissions, and reduction of response time for emergency vehicles. The initial cost estimate of construction is \$1,499,829 of which CCTA will receive \$1,345,527 in OBAG funds. The City's match requirement of \$154,302 was paid in FY 2023/24. The additional match/contingency of \$100,000 is programmed to secure the upcoming implementation of improvements that will soon commence sequentially in the various cities and in unincorporated county areas.

General Plan Goals/Policies

Goal CS.10, Policy CS 10.2, Goal GM.3, Policy GM 3.1

Summary of Capital Cost						
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design						
Construction	\$ 100,000					\$ 100,000
Contingency						
TOTAL USES	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
SOURCE(S)						
276 - Growth Impact Fees	\$ 100,000					\$ 100,000
TOTAL FUNDS	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

RO2302 - SAFETY IMPROVEMENTS ON ARTERIAL ROADWAYS

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 439,040.00	\$ -	\$ -	\$ -	\$ -	\$ 439,040
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description
<p>This project will install pedestrian crossing enhancements at three crossings on arterial roadways. The enhancements include continental crosswalk markings, median refuge islands, advanced stop bars and Rectangular Rapid Flash Beacons (RRFB). The three crossings are: San Pablo Avenue at Third Avenue; San Pablo Avenue at Quinan Street; and Pinole Valley Road at Savage Avenue. 90% design plans have been produced and currently coordinating with Caltrans prior to initiating the Request for Bids for project construction.</p>



History, Status, or Impact if Delayed

Some of the project funding for improvements was secured through Cycle 11 HSIP grant funds.

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 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 30,000					\$ 30,000
Construction	\$ 380,000					\$ 380,000
Contingency	\$ 29,040					\$ 29,040
TOTAL USES	\$ 439,040	\$ -	\$ -	\$ -	\$ -	\$ 439,040
SOURCE(S)						
215 - Grant: HSIP	\$ 239,040					\$ 239,040
377 - Arterial Streets Rehabilitation	\$ 200,000					\$ 200,000
TOTAL FUNDS	\$ 439,040	\$ -	\$ -	\$ -	\$ -	\$ 439,040

RO2301 - ROAD REHABILITATION

Functional Area : Streets & Roads		Project Origin : Pavement Management Program				Priority Score : High - Annual	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 3,757,088.00	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000.00	\$ 2,300,000.00	\$ 12,357,088
Project Start	7/1/2025				Estimated Completion 6/30/2031		

Description

Based on the most current P-TAP report and field inspections, various segments will be recommended annually for rehabilitation. The purpose of this annual program is to rehabilitate and maintain the City's pavement condition. This project will prolong the lifespan of the current pavement and prevent further deterioration and reduction in the Pavement Condition Index (PCI – a numerical rating system from 0/complete failure to 100/excellent condition). Depending on the assessed PCI and type of deficiencies, this project will include preventive measures such as crack sealing, slurry seal, micro-surfacing, and cape seal for pavement in fair to good condition. Restoration measures such as grind and overlay, dig-outs, and cold-in-place recycling for pavement in fair to poor condition. Rehabilitation/Reconstruction measures to remove and replace pavement in poor to failed condition.



History, Status, or Impact if Delayed

Continued deterioration of pavement conditions on the various road types, thereby resulting in higher maintenance and reconstruction costs. It should be noted that the total budget for FY 2025/26-FY2026/27 is \$3,150,000 given the additional supplemental funds under the signing and striping project, traffic calming project and others. For future fiscal years, the preliminary assumption is to use Gas Tax and Measure J funds until additional fund is secured such as the Vehicle Impact Fees.

General Plan Goals/Policies

Policy GM.3.3, Goal CE.3, Policy CE 3.2, Goal CS.10, Policy CS 10.2

Summary of Capital Cost


USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 157,088	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 557,088
Construction	\$ 3,200,000	\$ 1,850,000	\$ 1,850,000	\$ 1,850,000	\$ 2,050,000	\$ 10,800,000
Contingency	\$ 400,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 1,000,000
TOTAL USES	\$ 3,757,088	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,300,000	\$ 12,357,088
SOURCE(S)						
215 - Measure J	\$ 1,250,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 3,050,000
200 - Gas Tax	\$ 2,000,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 6,400,000
325 - Grant: STMP Fees	\$ 60,000					\$ 60,000
325 - Calrecycle Grant Fund	\$ 47,088					\$ 47,088
Potential Vehicle Impact Fee	\$ 400,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 750,000	\$ 2,800,000
TOTAL FUNDS	\$ 3,757,088	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,300,000	\$ 12,357,088

RO2102 - TENNENT AVE REHABILITATION

Functional Area : Streets & Roads		Project Origin : Pavement Management Program				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input checked="" type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 37,805.00	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 787,805
Project Start	7/1/2027				Estimated Completion 6/30/2028		

Description

The construction impacts from the WPCP upgrade project resulted in pavement deterioration. This project will rehabilitate Tennent Avenue from San Pablo Avenue to the WPCP. In February 2021, the City selected a consultant to complete the preliminary engineering for this project.



History, Status, or Impact if Delayed

In preparation of this project, the City retained a consultant to perform internal CCTV on this section of roadway. The inspection was completed in early 2021. Coordinating collection system improvements with street resurfacing projects ensures that sewer improvements are made prior to the resurfacing so that manholes and valve covers may be properly realigned, and repairs and replacements are made in a cost-effective manner. This also avoids cutting and patching recently paved streets. The City of Hercules will reimburse \$86,430 for this project. In addition, this project is being coordinated with RO1902 for efficient implementation.

General Plan Goals/Policies

Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, 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 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design		\$ 80,000				\$ 80,000
Construction		\$ 650,000				\$ 650,000
Contingency		\$ 20,000				\$ 20,000
TOTAL USES	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
SOURCE(S)						
200 - Gas Tax		\$ 180,000				\$ 180,000
500 - Sewer Enterprise Fund		\$ 570,000				\$ 570,000
TOTAL FUNDS	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000

RO1902 - TENNENT AVENUE/BAY TRAIL GAP CLOSURE CROSSIN OF UPRR

Functional Area : Streets & Roads		Project Origin : Staff Recommendation				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 80,000.00	\$ 1,345,000.00	\$ 1,120,000	\$ -	\$ -	\$ -	\$ 2,545,000
Project Start	7/1/2025				Estimated Completion 6/30/2028		

Description

In 2018, the East Bay Regional Park District completed a trail link to connect Pinole Shores Regional Shoreline to Bayfront Park trail. There remains a small gap on Tennent Ave. from Bayfront Park to Railroad Ave. Improvements to Tennent Ave. at the Railroad Crossing will facilitate safe movement of bicycles and pedestrians. Since project inception, the scope of work has evolved to include improvements that would maximize parking on Railroad Avenue for park users. In February 2021, the City selected a consultant to complete the preliminary engineering for this project.



History, Status, or Impact if Delayed

WCCTAC held its STMP Call for Projects in 2018 which committed \$100k in funding for preliminary engineering from the 2006 STMP program for this project. City staff also submitted an OBAG 3 application in July 2022 to compete for funding for this project. If awarded, the City will need a match of \$345k.

General Plan Goals/Policies


Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, Policy GM.3.3, Goal CS.10, Policy CS 10.2

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning						
Design	\$ 75,000					\$ 75,000
Construction	\$ 1,150,000	\$ 1,000,000				\$ 2,150,000
Contingency	\$ 120,000	\$ 120,000				\$ 240,000
TOTAL USES	\$ 1,345,000	\$ 1,120,000	\$ -	\$ -	\$ -	\$ 2,465,000
SOURCE(S)						
325 - Grant: STMP Fees	\$ 745,000	\$ 700,000				\$ 1,445,000
215 - Grant: OBAG	\$ 600,000	\$ 420,000				\$ 1,020,000
TOTAL FUNDS	\$ 1,345,000	\$ 1,120,000	\$ -	\$ -	\$ -	\$ 2,465,000

RO1710 - SAN PABLO AVENUE BRIDGE OVER BNSF RAILROAD

Functional Area : Streets & Roads		Project Origin : End of Life Cycle				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 1,480,000.00	\$ 2,894,000.00	\$ 1,340,000	\$ 27,518,000	\$ -	\$ -	\$ 33,232,000
Project Start	7/1/2020				Estimated Completion 6/30/2029		

Description	
<p>The San Pablo Avenue bridge over the Burlington Northern Santa Fe (BNSF) Railroad is an integral part of the area's transportation network. The age (80 years old) and condition assessment (deficient) of the bridge supports replacement. The City was approved for initial funding from the Caltrans Highway Bridge Program (HBP). In February 2020, the City awarded a contract to a consultant for preliminary engineering (PE) to advance the project. The PE will be completed in two phases due to funding limitations. Completion of preliminary design is necessary to develop a final cost estimate for the project.</p>	
History, Status, or Impact if Delayed	
<p>Caltrans approved all technical environmental studies with NEPA and CEQA planned for approval by the end of FY 2025/26. Design and right-of-way phase to commence in July of 2026 followed by construction in late 2027-early 2028. Construction is expected to take two years given the need to construct a temporary bridge while the permanent bridge is under construction.</p>	

General Plan Goals/Policies

Policy CS.3.3, Goal H.3, Policy H.3.1, Goal CE.3, Goal CE. 7, Policy CE.7.3, Goal CS.10.

Summary of Capital Cost

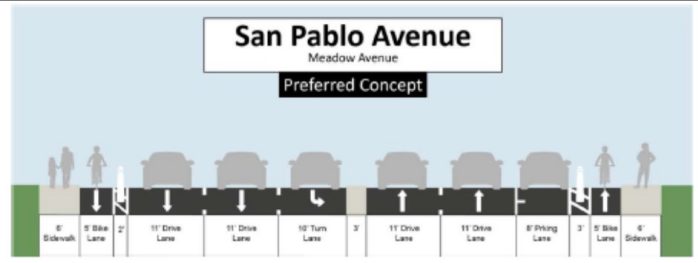
USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Project Management	\$ 200,000	\$ 200,000	\$ 1,150,000			\$ 1,550,000
Planning & Design & R-O-W	\$ 2,594,000	\$ 940,000				\$ 3,534,000
Construction	-		\$ 25,868,000			\$ 25,868,000
Contingency	\$ 100,000	\$ 200,000	\$ 500,000			\$ 800,000
TOTAL USES	\$ 2,894,000	\$ 1,340,000	\$ 27,518,000	\$ -	\$ -	\$ 31,752,000
SOURCE(S)						
325 - Grant: HBP	\$ 2,394,000	\$ 940,000	\$ 27,018,000			\$ 30,352,000
325 - Grant: STMP Fees	\$ 500,000	\$ 400,000	\$ 500,000			\$ 1,400,000
TOTAL FUNDS	\$ 2,894,000	\$ 1,340,000	\$ 27,518,000	\$ -	\$ -	\$ 31,752,000

IN2501 - SAN PABLO AVENUE BICYCLE AND PEDESTRIAN GAP CLOSURE

Functional Area : Streets & Roads		Project Origin : End of Life Cycle				Priority Score : High - Ongoing	
Type of CIP		Budget		Unappropriated Subsequent Years			Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description

The Study aims to identify and evaluate enhancements to bicycle and pedestrian improvements along San Pablo Avenue from Richmond Parkway to the Pinole-Hercules city limit. The County will lead the Study and associated reporting to MTC on the RM3 funds to be expended within the set Study budget and schedule. In addition to sharing the local match, the attached Cooperative Agreement, for example, outlines collaboration between the County and the City on developing the Study scope of work, selection of the consultant, and participation in staff; policy and technical meetings. The Study recommendations for improvements within Pinole will be developed based on adopted City policies and priorities, and approval of the recommendations will be within the City Council discretion.



History, Status, or Impact if Delayed

Contra Costa County in coordination with the City of Pinole, submitted an application for Cycle 1 of the RM3 program to fund the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study. The Study was one of seven projects selected by MTC for funding with a total project cost of \$500,000 including \$425,000 of RM3 funds and \$75,000 local match. The local match to be shared between the County (share of \$50,000) and the City (share of \$25,000) as detailed in the Cooperative Agreement approved by the County Board on June 10, 2025 and by the City Council on July 1, 2025.


General Plan Goals/Policies

Policy CS.3.3, Goal H.3, Policy H.3.1, Goal CE.3, Goal CE. 7, Policy CE.7.3, Goal CS.10.

Summary of Capital Cost

USE(S)	Budget	Projected Budget					Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Project Management							
Planning & Design & R-O-W							
Construction							
Contingency							
TOTAL USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SOURCE(S)							
Grant funded and led by the County							
TOTAL FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

IN2301 - FACILITIES & REAL ESTATE MASTER PLAN

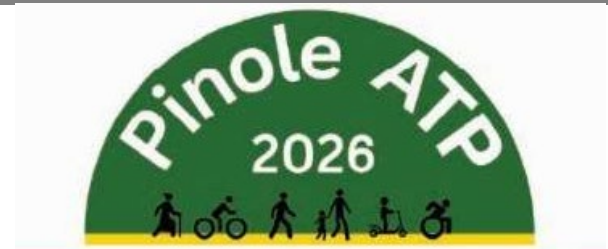
Functional Area : Infrastructure Assessment		Project Origin : Staff Recommendation				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<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
Project Start	7/1/2027				Estimated Completion 6/30/2028		
Description							
<p>The facilities master plan will serve as a roadmap for achieving identified strategic objectives to improve service delivery and utilization of real estate and facility assets. The masterplan will serve to aid decision-making on capital improvements for a defined list of City owned facilities and provide information on potential major maintenance needs (e.g., repairs vs. replace) as applicable.</p>							
History, Status, or Impact if Delayed							
General Plan Goals/Policies							
Goal CE 7, Goal CS.1, Policy CS.1.3, Policy CS.2, Policy CS.2.6							
Summary of Capital Cost							
USE(S)	Budget	Projected Budget				Project Estimate	
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning		\$ 200,000				\$ 200,000	
Design							
Construction							
Contingency							
TOTAL USES	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
106 - Measure S 2014		\$ 200,000				\$ 200,000	
TOTAL FUNDS	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	

IN2106 - ACTIVE TRANSPORTATION PLAN

Functional Area : Streets & Roads		Project Origin : End of Life Cycle				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input checked="" type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ 218,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 238,000
Project Start	7/1/2021				Estimated Completion 10/30/2026		

Description

Development of the City's Active Transportation Plan (ATP) was first added to the Capital Improvement Plan (CIP) in 2021 (Project IN2106). On March 7, 2023, the City Council approved a Consulting Services Agreement between the City and GHD, Inc. for the development of the City's ATP. The ATP aims to outline strategies and actions that will support and encourage the use of environmentally sustainable modes of travel including walking, cycling, and use of public transit. The consultant's work scope included a review of policies and plans, data collection and analysis, recommend strategies and capital improvement projects, develop concept improvements that incorporate the community's feedback, and develop a cost estimate for the recommended projects.



History, Status, or Impact if Delayed

The ATP was approved by the City Council on April 21, 2026. The additional scope and associated cost will fund additional community consultation/community workshop and any potential plan update that may be arise as a result.


General Plan Goals/Policies

Policy CS.3.3, Goal H.3, Policy H.3.1, Goal CE.3, Goal CE. 7, Policy CE.7.3, Goal CS.10.

Summary of Capital Cost

USE(S)	Budget	Projected Budget					Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning	\$ 20,000					\$ 20,000	
Planning & Design & R-O-W							
Construction	-						
Contingency							
TOTAL USES	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
SOURCE(S)							
106 - Measure S 2014	\$ 20,000					\$ 20,000	
TOTAL FUNDS	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	

IN2105 - APPIAN WAY COMPLETE STREETS

Functional Area : Infrastructure Assessment		Project Origin : Staff Recommendation				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<input type="checkbox"/> Replacement	<input type="checkbox"/> Renovation						
<input type="checkbox"/> Land/Row Acq. Required							
<input type="checkbox"/> Rehabilitation							
Estimated Expenditures to-date	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Project Start	7/1/2026				Estimated Completion 6/30/2027		
Description							
<p>Completion of preliminary engineering and design to provide continuous sidewalks and bike lanes along Appian Way beginning from unincorporated El Sobrante to about 1500 linear feet north of the City limit within Pinole. In December 2021, City Council approved a Cooperative Funding Agreement with WCCTAC to receive STMP funds to complete preliminary design for this project.</p>							
History, Status, or Impact if Delayed							
<p>This project will connect with the Contra Costa County's project to provide continuous sidewalks and bike lanes along Appian Way from San Pablo Dam Rd. in unincorporated El Sobrante. This project will involve coordination with Contra Costa County. This is a valuable project, and its planning and design need to proceed not to jeopardise the regional grant fund. The construction phase of this project is currently unfunded and appears in the Unfunded and Unprogrammed list.</p>							
General Plan Goals/Policies							
Policy CE.1.4, Policy CS.2.6, Policy CS.3.3, Policy H.3.1, 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 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning							
Design	\$ 200,000					\$ 200,000	
Construction							
Contingency							
TOTAL USES	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	
SOURCE(S)							
325 - Grant: STMP Fees	\$ 100,000					\$ 100,000	
377 - Arterial Streets Rehabilitation	\$ 100,000					\$ 100,000	
TOTAL FUNDS	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	

IN2103 - RECYCLED WATER FEASIBILITY

Functional Area : Infrastructure Assessment		Project Origin : Council Request				Priority Score : High	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Land/Row Acq. Required <input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Expansion <input type="checkbox"/> Renovation	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
Estimated Expenditures to-date	\$ 15,152.25	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 115,152
Project Start	7/1/2025				Estimated Completion 6/30/2027		

Description

Updated Recycled Water feasibility study and master plan will allow the City to plan and phase the construction of future recycled water distribution system infrastructure. The study will identify potential recycled water customers, evaluate the quantity, quality, and recycled water distribution system options to address the needs of potential users in surrounding areas, seek opportunities to phase the construction of a recycled water delivery system, and develop planning-level cost options for the phased system.



History, Status, or Impact if Delayed

Recycled water delays or eliminates the need to construct more potable water facilities, sustains the economy with increased water supply reliability, protects the environment, safeguards investments in parks and landscaping with drought proof or drought resistant water supply, and contributes to a green and healthy environment. In 2019, East Bay Municipal Utility District (EBMUD) prepared an Updated Recycled Water Plan which considered the potential for potable reuse in EBMUD's water service area. The development of a new recycled water supply for the Phillips 66 refinery in Rodeo using effluent from the Pinole-Hercules and Rodeo wastewater treatment plants was among the recommended non-potable reuse projects. This project is estimated to deliver up to 3.67 MGD of recycled water to the refinery for use in their boilers and cooling towers. The combined final disinfected effluent from both plants would be pumped at the Rodeo Pump Station to the refinery for treatment a new advanced recycled water treatment plan. This project was recommended by EBMUD because it would deliver a large amount of water to a single customer, with comparatively few pipelines required due to the short distance between the sources of wastewater and the Phillips 66 Refinery.

General Plan Goals/Policies

Goal OS.1, Policy OS.1.2, Policy OS.8.1, Policy OS.8.1 & OS.8.7

Summary of Capital Cost

USE(S)	Budget	Projected Budget					Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031	
Planning	\$ 100,000					\$ 100,000	
Design							
Construction							
Contingency							
TOTAL USES	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	
SOURCE(S)							
500 - Sewer Enterprise Fund	\$ 100,000					\$ 100,000	
TOTAL FUNDS	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	

IN2101 - EMERGENCY POWER FOR CRITICAL FACILITIES

Functional Area : Infrastructure Assessment		Project Origin : Council Request				Priority Score : Medium	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Expansion	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
<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
Project Start	7/1/2027				Estimated Completion 6/30/2028		

Description

During severe natural hazard events, it is highly likely that utility power will not be available for an extended period of time. Critical facilities will need reliable sources of sustained electrical power to continue operations. This project will: 1) identify critical facilities in need of back-up power in coordination with an Emergency Operations Plan (EOP) , 2) assess power loads in each critical facility that requires back-up power, 3) determine the costs and technology options including solar battery storage, and 4) make any additional recommendations to Council before advancing to construction.



History, Status, or Impact if Delayed

The Public Safety Building, Fire Station 74, and the Water Pollution Control Plant have stand by generators.

General Plan Goals/Policies

Policy GM.4.1, Policy CS.2.6, Goal CS.9, Goal HS.4

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning		\$ 200,000				\$ 200,000
Design						
Construction						
Contingency						
TOTAL USES	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
SOURCE(S)						
100 - General Fund		\$ 200,000				\$ 200,000
TOTAL FUNDS	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000

IN1703 - STORM DRAIN MASTER PLAN

Functional Area : Infrastructure Assessment		Project Origin : Staff Recommendation				Priority Score : High - Ongoing	
Type of CIP		Budget	Unappropriated Subsequent Years				Project Estimate FY 2026 - 2031
<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Land/Row Acq. Required <input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Expansion <input type="checkbox"/> Renovation	Year 1 FY 2026-27	Year 2 FY 2027-28	Year 3 FY 2028-29	Year 4 FY 2029-30	Year 5 FY 2030-31	
Estimated Expenditures to-date	\$ 180,060.00	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 455,060
Project Start	7/1/2024				Estimated Completion 10/30/2026		

Description

Preparation of a storm drain master plan will provide an analysis of the existing collection system. The plan will identify system deficiencies related to capacity, functionality, and permit compliance. The plan can serve to guide future budget allocations for improvements to the system.



History, Status, or Impact if Delayed

General Plan Goals/Policies

Policy GM.4.1, Policy CS.7.1

Summary of Capital Cost

USE(S)	Budget	Projected Budget				Project Estimate
	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2026 - 2031
Planning	\$ 275,000					\$ 275,000
Design						
Construction						
Contingency						
TOTAL USES	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
SOURCE(S)						
106 - Measure S 2014	\$ 95,000					\$ 95,000
500 - Sewer Enterprise Fund	\$ 180,000					\$ 180,000
TOTAL FUNDS	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000

G+A1:B91oals and Policies

Community Character Element

GOAL CC.1 Maintain Pinole's unique qualities and sense of place to preserve the established historic and small-town character of the city.

POLICY CC.1.2 Require all new development to incorporate high-quality site design, architecture and planning to enhance the overall quality of the built environment in Pinole and create a visually interesting and aesthetically pleasing town environment.

POLICY CC.1.3 To enhance a sense of arrival and create a strong appealing image that promotes community identity, the City shall develop community entry features at key gateways or city entries along Interstate 80. Entryways shall incorporate landscaping, trees, structural architectural elements, signage and public art.

POLICY CC.1.5 Encourage project compatibility, interdependence and support with neighboring uses, especially between commercial and mixed-use centers and the surrounding residential neighborhoods. Uses should relate to one another with pedestrian connections, transit options, shared parking, landscaping, public spaces, and the orientation and design of buildings.

GOAL CC.2 Emphasize and enhance the visual and physical connection between the city's natural environment and the community's quality of life.

POLICY CC.2.1 Provide visual and physical connections between the natural environment and the built environment through careful site design, building placement, architectural features that allow views of Pinole's unique environment such as ridgelines or the San Pablo Bay shoreline, public access to open space such as via the Bay Trail, and the use of native vegetation in the urban environment such as for landscape buffers for sidewalk areas and street trees.

POLICY CC.2.2 Preserve natural resources within the built environment, including trees, marshes, creeks and hillsides.

GOAL CC.5 Enhance the quality of life in Pinole by acknowledging the cultural diversity and by promoting, preserving and sustaining the cultural and performing arts.

POLICY CC.5.1 Celebrate the city's cultural diversity through public art, cultural centers and community events for the benefit and enjoyment of all residents.

POLICY CC.5.2 Develop programs and facilities that promote the cultural and performing arts in Pinole.

Growth Management Element

GOAL GM.1 Regional Planning. Support cooperative transportation, land use and public service planning in Contra Costa County.

POLICY GM.1.1 West Contra Costa County Planning Activities. Achieve efficient public service delivery by coordinating with affected jurisdictions and agencies concerning public and private developments.

GOAL GM.3 Efficient Transportation. Support land use patterns that make efficient use of the transportation system and enhance public safety.

POLICY GM.3.1 Transportation Management. Make more efficient use of the regional and subregional transportation system.

POLICY GM.3.3 Provide Adequate Transportation Facilities and Services. Provide adequate transportation facilities while maintaining neighborhood integrity.

POLICY GM.3.7 Mobility-Impaired. Support efforts to provide safe and convenient transportation systems for all citizens of Pinole, particularly mobility-impaired individuals.

GOAL GM.4 Compact Development and Service Areas. Encourage infill and redevelopment in areas that are already served by utilities, infrastructure and public services.

POLICY GM.4.1 Planning for Present and Future Community Needs. Plan for, provide and maintain a level of public infrastructure facilities and services that adequately serves the present and future needs of the community.

Land Use & Economic Development Element

GOAL LU.1 Preserve and enhance the natural resources, high-quality residential neighborhoods and commercial areas, and small-town (semi-rural) character of Pinole.

POLICY LU.1.3 Establish and implement a continuing program of civic beautification, gateway or entryway enhancement, tree planting, maintenance of homes and streets, and other measures which will promote an aesthetically desirable environment and attractive neighborhood areas.

GOAL LU.4 Preserve and strengthen the identity and quality of life of Pinole's residential neighborhoods.

POLICY LU.4.1 Ensure all new development, renovation or remodeling preserves and strengthens Pinole's residential neighborhoods by requiring projects to be harmoniously designed and integrated with the existing neighborhood.

GOAL LU.6 Protect and enhance the natural resources of the San Pablo Bay waterfront for the enjoyment of Pinole residents.

POLICY LU.6.3 Provide waterfront parks, pedestrian pathways and recreation areas that are safe, accessible, and attractive for public use.

Housing Element

GOAL H.2 Protect Existing Character and Heritage. Protect and enhance the integrity and distinctive character and heritage of Pinole encouraging the development of high quality, well-designed housing and conserving existing housing.

POLICY H.2.4 Maintain Existing Housing and Neighborhood Amenities. Maintain Pinole's lifestyle characteristics by encouraging the maintenance of existing housing stock, and in particular housing with historic value, and preserving the amenities of existing neighborhoods.

GOAL H.3 Provide Adequate Services and Facilities. Provide adequate services and facilities to meet the needs of the city's current and future population.

POLICY H.3.1 Plan For Public Facility and Services Needs. Future development shall be planned based on public facility and service capacity, community-wide needs, sound citywide and neighborhood planning and public improvement programming.

POLICY H.3.4 Encourage new pedestrian-oriented development. Encourage new development and redevelopment that places residences in close proximity to a variety of services and facilities.

Circulation Element

GOAL CE.1 Reduce vehicle miles traveled and encourage the use of public transit.

POLICY CE.1.1 Encourage strategic growth that concentrates future development along Pinole's three primary transit corridors (San Pablo Avenue, Appian Way and Pinole Valley Road).

POLICY CE.1.3 Encourage development that is sensitive to both local and regional transit measures and that promotes the use of alternative modes of transportation.

POLICY CE.1.4 Encourage maximum utilization of the existing public transit system and alternate modes of transportation in Pinole.

GOAL CE.3 Provide timely input and effective means (as appropriate) of programming street and highway improvements to maintain the objective peak hour level of service without detrimentally impacting community character or commercial activity.

POLICY CE.3.2. Maintain roadway network at or above established LOS thresholds.

GOAL CE.4 Establish programs to support sidewalk, trail and street enhancements, where feasible.

POLICY CE.4.5 Inventory sidewalk conditions to identify opportunities for enhancements to the circulation system and to help prioritize repair and maintenance activities as funding becomes available.

GOAL CE.5 Provide adequate parking and loading facilities while encouraging alternative means of transportation.

GOAL CE.7 Support bicycle use as a mode of transportation by enhancing infrastructure to accommodate bicycle and rides.

POLICY CE.7.1 Enhance the City's Bikeway network through the use of Class I, II, and III bikeways.

POLICY CE.7.3 Establish a network of multi-use paths to facilitate safe and direct off-street bicycle and pedestrian travel.

Community Services and Facilities Element

GOAL CS.1 Provide safe, attractive and efficiently designed infrastructure and sustainable facilities to serve the public.

POLICY CS.1.1 The City will strive to provide safe, attractive and efficiently designed facilities for public and quasi-public organizations.

POLICY CS.1.3 The City will endeavor to provide convenient access to community facilities and services to all areas of the community.

GOAL CS.2 Ensure and maintain a high level of public safety in the community.

POLICY CS.2.6 The City will continue to fund the repair, maintenance and expansion of facilities to respond to evolving service needs.

GOAL CS.3 Provide adequate and high-quality recreational opportunities and programs for the community.

POLICY CS.3.1 Continue to provide a variety of recreational opportunities that serve and represent all aspects of the community.

POLICY CS.3.3 Expand and organize a multi-use trail system.

GOAL CS.6 Provide adequate, economical and dependable wastewater collection service and treatment.

POLICY CS.6.1 The City shall continue to make capital improvements to the wastewater collection and treatment system to maintain system capability and reliability.

GOAL CS.7 Minimize flooding.

POLICY CS.7.1 The City will ensure that the storm drain system has adequate capacity to minimize street flooding and, where feasible, shall expand the capacity of the system to control storm flows.

GOAL CS.9 Provide economical and dependable community services while conserving energy resources.

POLICY CS.9.1 The City will seek opportunities to improve the energy efficiency of facilities and operations.

GOAL CS.10 Provide safe, efficient roadway infrastructure to support multiple modes of transportation and to meet existing and future circulation needs.

POLICY CS.10.2 The City will update, where possible, the existing roadway network to enhance pedestrian, bicycle and transit circulation while maintaining safe vehicular circulation.

Health and Safety Element

GOAL HS.1 Minimize the potential for loss of life, injury, damage to property, economic and social dislocation, and unusual public expense due to natural and man-made hazards.

GOAL HS.2 Protect the community from the risk of flood damage and improve surface water quality.

POLICY HS.2.4 Continue to monitor studies that identify anticipated changes in sea level and create appropriate standards and improvements to minimize flood risks.

POLICY HS.2.5 Establish appropriate capital improvements and management programs to reduce wet weather sewer treatment demand and avoid discharge to the shallow water outfall.

GOAL HS.3 Minimize hazards of soil erosion, weak and expansive soils, potentially hazardous soils materials, other hazardous materials, geologic instability and seismic activity.

POLICY HS.3.5 Require proper handling, storage, disposal and cleanup of hazardous materials to prevent leakage, potential explosions, fires or the escape of harmful gases and to prevent individually innocuous materials from combining to form hazardous substances, especially at the time of disposal.

GOAL HS.4 Ensure that government agencies, citizens and businesses are prepared for an effective response and recovery in the event of emergencies or disasters.

POLICY HS.4.1 Continue to provide essential emergency public services during natural catastrophes

POLICY HS.4.3 Incorporate technological enhancements in new and substantially remodeled structures and facilities to support and improve emergency services.

GOAL HS.6 Support multiple forms of transportation and a circulation system design that reduces vehicle trips and emissions.

POLICY HS.6.1 Promote and encourage walking and bicycling as viable forms of transportation to services, shopping and employment.

GOAL HS.7 Ensure that all new development meets or exceeds state and federal water quality standards.

POLICY HS.7.1 Support Regional, state and federal clean water programs.

POLICY HS.7.3 Reduce the transport of runoff and surface pollutants.

POLICY HS.7.6 Establish appropriate capital improvements and management programs to reduce wet weather sewer treatment demand and avoid discharge to the shallow water outfall.

Natural Resources and Open Space Element

GOAL OS.1 Ensure the preservation of natural resources by determining appropriate land use and compatibility with natural resources and open space.

POLICY OS.1.2 Agency Cooperation. Work with Federal, State and local regulatory and trustee agencies to promote the long-term sustainability of local natural resources.

Goal OS.8 Conserve and enhance excellent water quality and secure water supply for human and natural communities.

POLICY OS.8.1 Manage and encourage water sustainably through planning, conservation, reclamation and recycling.

POLICY OS.8.7 Interagency Water Resource Projects. Help implement interagency projects, such as expansion of wastewater treatment

capacity, joint development of new treatment or distribution infrastructure, water exchanges, and reclaimed water sales with local, regional and state water suppliers and water resource managers to ensure a sustainable water supply.

Sustainability Element

GOAL SE.3 The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.

POLICY SE.3.1 Reduce greenhouse gas emissions from City operations and community sources by a minimum of 15 percent below current or baseline levels by the year 2020.

POLICY SE.3.4 Reduce GHG emissions by reducing vehicle miles traveled and by increasing or encouraging the use of alternative fuels and transportation technologies.

POLICY SE.1.3 Enhance the energy efficiency of all City facilities.

GOAL SE.4 Optimize energy efficiency and renewable energy.

POLICY SE.4.2 Explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation.

GOAL SE.5 Achieve a solid waste diversion of 75% of the waste stream by 2020.

GOAL SE.7 Air quality will be maintained and improved for the City of Pinole and the Bay Area as a region and not decline below levels measured in early 1990's.

POLICY SE 7.3 Support efforts to comprehensively address air quality issues through education, regulation, and innovation.

GOAL SE.8 Utilize transit options and reduce vehicle miles traveled and single-occupancy vehicle use.

POLICY SE.8.7 Work to improve Pinole's pedestrian and bicycle infrastructure and to meet the needs of all pedestrians and bicyclists.

POLICY SE.8.10 Support and promote the use of low- and zero-emissions vehicles, alternative fuels, and other measures to directly reduce emissions from motor vehicles.



CITY COUNCIL REPORT

9.F.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: APPROVAL OF FOURTH AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY AND COASTLAND CIVIL ENGINEERING | DCCM TO ADD INSPECTION SERVICES ASSOCIATED WITH THE ROAD REHABILITATION PROJECT (CIP PROJECT # RO2301)

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution authorizing execution of the Fourth Amendment to the Agreement, Task Order No. 4 (Exhibit A & A-1) between the City of Pinole and Coastland Civil Engineering | DCCM to add Inspection Services for CIP Project # RO2301, Pavement Rehabilitation, in an amount not to exceed \$97,350 for a total Agreement amount of \$412,711.

BACKGROUND

The City Council approved Capital Improvement Plan (CIP) contains the annual Road Rehabilitation Project (CIP Project # RO2301). The first phase of the Fiscal Year (FY) 2026/27 Pavement Rehabilitation Project is scheduled for implementation in July 2026.

On November 20, 2022, the City executed an On-Call Consulting Services Agreement with Coastland Civil Engineering | DCCM. To date, three amendments to the Agreement were executed thereby applying the following updates:

- Task Order No. 1, dated November 12, 2024, amended the Agreement to provide Construction Management and Inspection Services for the Pinon Trunk Sewer Capacity Project Phase 2 (CIP Project No. SS2401), in an amount not to exceed \$44,000 and to extend term of the Agreement to December 31, 2025.
- Task Order No. 2, dated March 10, 2025, increased cost of Task Order No. 1 by \$271,361, for a total Agreement amount of \$315,361.
- Task Order No. 3, dated March 3, 2026, extended term of the Agreement to December 31, 2027.

Currently, staff recommends a fourth amendment to the agreement to add inspection of the upcoming implementation of the Pavement Rehabilitation Project (CIP Project # RO2301), in an amount not to exceed \$97,350 for a total Agreement amount of \$412,711.

REVIEW AND ANALYSIS

The Public Works Department initiated a Request for Bids (RFB) for implementation of the first phase of FY 2026/27 Pavement Rehabilitation Project (CIP Project # RO2301) with planned slurry seal of segments of Pinole Valley Road and Marlesta Road as well as grind and overlay of Shea Drive. The RFB closed on Monday, June 8th, and the City received five bids. Implementation of this first phase of the Pavement Rehabilitation Project is planned to commence in July 2026, with the Construction Services Agreement scheduled for the City Council approval on July 7, 2026.

Due to limited staffing, it is recommended to utilize external inspection services with the existing On-Call Consulting Services Agreement with Coastland Civil Engineering | DCCM. This fourth amendment to the Agreement will allow the addition of inspection services of the Pavement Rehabilitation Project, in an amount not to exceed \$97,350 for a total Agreement amount of \$412,711.

FISCAL IMPACT

The FY 2026/27 Pavement Rehabilitation Project (CIP Project # RO2301), is funded by gas tax, Measure J, vehicle impact fees, and grant funds. Cost of the inspection services in an amount not to exceed \$97,350 requested for approval by the attached Resolution, will be funded by the Project using Gas Tax Fund (Fund 200).

ATTACHMENTS

- A. Resolution
- B. Exhibit A - DCCM-Task Order 4
- C. Exhibit A-1 - DCCM Proposal for Inspection Services

RESOLUTION NO. 2026-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A FOURTH
AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH
COASTLAND CIVIL ENGINEERING | DCCM FOR ADDITIONAL INSPECTION
SERVICES ASSOCIATED WITH THE ROAD REHABILITATION PROJECT (CIP
PROJECT # RO2301)**

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan (CIP) which includes the annual Road Rehabilitation Project (CIP Project # RO2301); and

WHEREAS, on November 20, 2022, the City executed an On-Call Consulting Services Agreement (the “Agreement”), with Coastland Civil Engineering | DCCM (“Consultant”); and

WHEREAS, Task Order No. 1, dated November 12, 2024, was approved to amend the Agreement to provide Construction Management and Inspection Services for the Pinon Trunk Sewer Capacity Project Phase 2 (CIP Project No. SS2401), in an amount not to exceed \$44,000 and to extend term of the Agreement to December 31, 2025; and

WHEREAS, Task Order No. 2, dated March 10, 2025, was approved to increase cost of Task Order No. 1 by \$271,361, for a total Agreement amount of \$315,361; and

WHEREAS, Task Order No. 3, dated March 3, 2026, was approved to extend term of the Agreement to December 31, 2027; and

WHEREAS, this fourth amendment, Task Order No. 4 (Exhibit A & A-1), add Inspection Services for CIP Project # RO2301, Pavement Rehabilitation, in an amount not to exceed \$97,350 for a total Agreement amount of \$412,711.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve Task Order No. 4 amending the On-Call Consulting Services Agreement with Coastland Civil Engineering | DCCM to add Inspection Services for CIP Project # RO2301, Pavement Rehabilitation, in an amount not to exceed \$97,350 for a total Agreement amount of \$412,711, and to authorize the Interim City Manager to execute this fourth amendment to the Agreement, in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of June 2026 by the following vote, to-wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 16th day of June 2026.

Heather Bell
City Clerk

**TASK ORDER NO. 4 TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
COASTLAND CIVIL ENGINEERING | DCCM**

This Task Order No. 4 to the On-Call Consulting Services Agreement dated November 20, 2022 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Coastland Civil Engineering | DCCM ("Consultant") (together referred to as "Parties") is approved as of the date executed below.

- A. Effect of Fourth Task Order. The terms and conditions of this Fourth Task Order are intended by the Parties to modify the Agreement as well as Task Order 1, dated November 12, 2024; Task Order 2, dated March 10, 2025; and Task Order 3, dated March 3, 2026. To the extent there is any inconsistency between the terms of this Fourth Task Order and the terms of the Agreement, its Appendix, and/or Task Orders No. 1 through 3, the terms of this Task Order No. 4 shall control.
- B. The Parties desire to add Inspection Services for CIP project RO2301, Pavement Rehabilitation, in an amount not to exceed \$97,350.
- C. Exhibit A – Scope of Work and Work Estimate, hereunto attached, shall read as follows: Task Order No, 4 to provide Inspection Services for the Road Rehabilitation Project, CIP Project No. RO2301, in an amount not to exceed \$97,350.

With the exception of the foregoing, all other terms and conditions in the Consulting Services Agreement dated November 20, 2022, remain in force and effect.

The Parties have executed this Task Order No. 4 to the Agreement as of the date signed by the Authority.

City of Pinole

Coastland Civil Engineering | DCCM

Garrett Evans, Interim City Manager

Travis Williams, President

Dated: _____

Dated: _____

Approved as to Form:

Attested By:

Eric S. Casher, City Attorney

Heather Bell, City Clerk

Dated: _____

Dated: _____



June 8, 2026

Heba El-Guindy, TE
Public Works Director
City of Pinole
2131 Pear Street
Pinole, CA 94564

Subject: Proposal to Provide Inspection Services for the 2026 Pavement Rehabilitation Project

Dear Heba:

DCCM is pleased to provide you with this letter proposal to provide construction inspection services to the City of Pinole for the 2026 Pavement Rehabilitation Project.

PROJECT UNDERSTANDING

The project consists primarily of extensive isolated roadway repairs along two major thoroughfares, then grinding down 2-inches and repaving with rubberized hot-mix asphalt, followed by extensive restriping. It also includes 29 EA Caltrans STD A88A curb ramps and areas with Type II slurry sealing.

Work shall be completed within 45 working days.

SCOPE OF WORK

DCCM's overall approach to performing Construction Inspection focuses on teaming with City forces to produce a high-quality, cost-effective project. Our inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City and the property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders. Based on our understanding of the project our scope of services is as follows:

TASK 1 – DAILY FIELD INSPECTIONS AND DOCUMENTATION

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, DCCM's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. DCCM's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

DCCM uses CMIS (construction management software) to manage and document work. We understand the City may have their own inspection program to use instead of CMIS, but if CMIS is chosen, we will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled in CMIS and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

DCCM will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. DCCM will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:

- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

TASK 2 – PUBLIC RELATIONS AND NOTIFICATIONS

DCCM will ensure every effort is made to keep residents and businesses informed of construction progress and minimize disruptions due to limited access and excessive noise.

We will monitor traffic control and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods. DCCM will ensure that contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

DCCM will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience.

Additionally, our inspector will accurately document pre-construction conditions with a photo log to verify the project area is restored to its original form following construction.

TASK 3 – PROJECT CLOSEOUT

DCCM will verify completion of punch list items and review as-builts for accuracy and completeness of work we witnessed.

OPTIONAL TASKS

If requested by the City, conflict resolution and claim management can be added under an amendment on a time and materials basis.

SCHEDULE

We understand that proper construction inspection is a priority for the City. The project duration is expected to be 45 days from the date of the Notice to Proceed.

WORK ESTIMATE

Based on the Scope of Work outlined in our proposal, we have prepared a comprehensive budget that identifies staffing rates, total hours and costs per task and direct expenses. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on a project duration of 45 working days. We propose to provide full-time inspection at 40 hours per week and estimate inspector overtime at 50 hours for typical overrun.

Our proposal also includes factors such as attending meetings, project closeout and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$97,350. If the contract time extends beyond 45 working days, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

This estimate has been created to show the overall cost for comprehensive Construction Inspection services on the project. We welcome the opportunity to speak with you regarding the scope of services. Please feel free to contact us if you have any questions or concerns regarding this estimate.

DCCM maintains a current DIR registration number (1000927467, exp. 6/30/2026). We greatly appreciate the opportunity to serve the City of Pinole. Please let me know if you have questions.

Sincerely,

DCCM Infrastructure, Inc.



Mike Janet
Director of Construction Management
mj Janet@dccm.com



J. Douglas Hamilton
Construction Manager
doug.hamilton@dccm.com



WORK ESTIMATE

2026 Pavement Rehabilitation		PROPOSAL FOR INSPECTION SERVICES			City of Pinole		
TASK INFORMATION				HOURS AND COST INFORMATION			
Task No.	Task Information	Inspector	Inspector OT	Direct Costs	Total Hours	Total Costs	Comments
		\$205	\$307				
1	Daily Field Inspections & Documentation	360			360	\$73,800	Based on 45 working days
1a	Overtime Inspection	0	50		50	\$15,350	Typical Overrun
2	Public Relations & Notifications	0			0	\$0	Included in Inspection time
3	Project Closeout	0			0	\$0	Included in Inspection time
	Vehicle/Equipment expenses			\$8,200		\$8,200	Calculated at 100% Inspector Time
	Total Hours	360	50		410		
	Subtotal	\$73,800	\$15,350	\$8,200		\$97,350	
	Project Total	\$73,800	\$15,350	\$8,200		\$97,350	

NOTES: DCCM reserves the right to adjust estimated hours should the contractor schedule additional crews or overtime work.

1 Based on 45 working days

2 Based upon full time inspection services



CITY COUNCIL REPORT

9.G.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Roxane Stone, Deputy City Clerk, Rstone@pinole.gov
SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE COLLECTION CHARGES FALLING DELINQUENT BETWEEN SEPTEMBER AND DECEMBER 2025, CONSIDERED AT AN ADMINISTRATIVE HEARING ON JUNE 4, 2026.

RECOMMENDATION

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

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on June 4, 2026, regarding unpaid garbage collection services that fell delinquent between January and March 2026. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

REVIEW AND ANALYSIS

None

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 237 properties on which liens are being imposed, representing a total of \$185,237.71 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$14,220.00; the total lien amount, including recovery fees, is \$171,017.71.

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

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED JUNE 4, 2026

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

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

WHEREAS, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between January and March 2026; and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on June 4, 2026; and

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

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

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

PASSED AND ADOPTED this 16th day of June 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 16th day of June 2026

Heather Bell-Spears, CMC
City Clerk

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



CITY COUNCIL REPORT

9.H.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: RECEIVE THIS REPORT CONTAINING AN UPDATE ON THE REQUEST FOR BIDS FOR IMPLEMENTATION OF PHASE 1 OF FISCAL YEAR 2026/27 PAVEMENT REHABILITATION PROJECT (CIP PROJECT # RO2301)

RECOMMENDATION

Staff recommends that the City Council receive this update on the Request for Bids (RFB) process conducted for implementation of Phase 1 of the Fiscal Year 2026/27 Pavement Rehabilitation Project (CIP Project # RO2301).

BACKGROUND

The Council approved Capital Improvement Plan (CIP) contains the annual Pavement Rehabilitation Project (CIP Project # RO2301). Implementation of Phase 1 of Fiscal Year (FY) 2026/27 Pavement Rehabilitation Project is scheduled to commence in July 2026. Improvements under Phase 1 of the Project include the following:

- Slurry Seal of Pinole Valley Road between the Pinole Creek bridge at the southerly end and Simas Avenue as the northerly limit, including enhancements to signage and pavement markings and the construction of 18 new ADA compliant curb ramps.
- Addition of flat-topped speed humps across Pinole Valley Road at the pedestrian crossings at Wright Avenue, Simas Avenue, and Monte Verde Drive.
- Slurry seal of Marlesta Road between Appian Way and Jones Avenue, including construction of 4 new ADA compliant curb ramps.
- Grind and overlay of Shea Drive between Pinole Valley Road and Sarah Drive, including removal and replacement of the parabolic speed humps and construction of 4 new ADA compliant curb ramps.

The Request for Bids (RFB), including the Project plans and specifications, was published on OpenGov on May 15th by 5:00 PM with bid opening on June 8th at 3:00 PM

REVIEW AND ANALYSIS

In response to the City's RFB, five bids were received as follows:

BIDDER

TOTAL BASE BID

Rapid Grading -----	\$ 1,821,822.61
Radius Earthwork -----	\$ 1,716,447.50
Ghilotti Bros of San Rafael -----	\$ 1,789,237.00
McGuire Hester -----	\$ 1,656,347.00
Ghilotti Bros of Santa Rosa -----	\$ 1,857,308.36

All bids are currently under review. In addition to the base bid cost, review elements include consistency with the bid requirements, ensuring a valid license with good standing, ability to secure the necessary insurance and bond amount, and references check. Based on the review process, a draft agreement between the City and the selected qualified contractor is scheduled for the City Council review and approval during the regularly scheduled meeting on July 9, 2026.

It should also be noted that Phase 2 of the Pavement Rehabilitation Project planned to implement rubberized pavement on several local and collector residential streets is planned for the months of August and September including the City Council approval.

FISCAL IMPACT

There is no fiscal impact to this project update. The FY 2026/27 Pavement Rehabilitation Project (CIP Project # RO2301), is funded by gas tax, Measure J, vehicle impact fees, and grant funds. Agreement between the City and the selected qualified contractor is scheduled for the City Council review and approval on July 7, 2026, at which time the associated contract budget will be approved.

ATTACHMENTS

None



CITY COUNCIL REPORT

10.A.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Justin Rogers, Police Commander, 510-724-8946, jrogers@pinole.gov
Melissa Klawuhn, Acting City Manager/Police Chief, mklawuhn@pinole.gov
SUBJECT: CONDUCT FIRST READING OF ORDINANCE APPROVING RENEWAL OF
THE CITY OF PINOLE'S MILITARY EQUIPMENT POLICY

RECOMMENDATION

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

BACKGROUND

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

AB 481 (Government Code §7072) requires that the Department submit to the City Council an annual military equipment report for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use. Additionally, the City Council must review the ordinance that it has adopted, approving the funding, acquisition, or use of military equipment, at least annually, and vote on whether to renew the ordinance at a regular meeting. During the review process, the City Council must determine, based on the military equipment report, whether each type of military equipment in the report has complied with the standards for approval set forth in Government Code sections 7071(d)(1) and 7071(e)(2). If it determines that a type of equipment identified in the report has not complied with the standards for approval, the City Council must either disapprove of the renewal of the ordinance or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

AB 481 further requires the governing body, at least annually, to review any ordinance that it

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

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

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

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

REVIEW AND ANALYSIS

Annual Report

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

1. A summary of any complaints or concerns received concerning the military equipment.
2. The results of any internal audits or information about violations of the military equipment use policy. This includes any actions taken in response.
3. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
4. The quantity possessed for each type of military equipment.

5. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
6. A summary of how the military equipment was used and the purpose of its use.

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

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

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

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

Proposed Acquisition

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

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

Renewal of Military Equipment Use Policy

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

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

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

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

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

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

Other items deemed "military equipment" under AB 481 include foundational equipment, such as rifles and ammunition. These rifles allow peace officers to address lethal threats from a greater distance and with greater precision. The Department also seeks authorization to use four FN 303 MK2 Launchers and projectiles, to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. The projectiles provide officers with a

less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations. The equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life-threatening events in the safest way possible.

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

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

FISCAL IMPACT

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

ATTACHMENTS

- A. Ordinance
- B. Pinole Police Department Annual Military Equipment Report May 2025 – April 2026
- C. Pinole Police Department Policy 707 - Military Equipment
- D. Pinole Police Department Policy 608 - Unmanned Aerial System (UAS) Operations

ORDINANCE NO. 2026-XXXX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth

above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Determinations.

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

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).
2. The Pinole Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
3. The Pinole Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Pinole Police Department’s Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.
5. Prior military equipment use by the Pinole Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
6. The Pinole Police Department’s Military Equipment Use Policy, Policy 707, setting forth the City’s military equipment use policy is approved and renewed.

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

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

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

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

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

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

Heather Spears, CMC
City Clerk



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

Table of Contents

Introduction.....	2
Definitions	3
Summary of Military Equipment	4
Military Equipment Inventory.....	4
Equipment Training Use & Purchase	8
Community Concerns and Complaints	9
Internal Military Equipment Inventory & Audit.....	10
Projected Military Equipment Acquisition (2026/2027)	12

INTRODUCTION

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

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

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

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

DEFINITIONS

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

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

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

Pinole Police Department Military Equipment Inventory

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

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

Other Notes: None

3. Equipment Type: Unmanned, remotely piloted, powered aerial or ground vehicles - CA Gov't Code §7070(c)(1)

Quantity Owned/Sought: 4	Lifespan: Approximately 5 years
---------------------------------	----------------------------------------

Equipment Capabilities: Vehicle is capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.

Manufacturer Product Description: DJI Mavic 3 Thermal (M3T) UAS, DJI Avata UAS

Purpose/Authorized Uses: Unmanned Aerial System (UAS) designed for public safety. The UAS is a battery powered, remote operated device with a flight time of approximately 36-45 minutes depending on weather and flight conditions. The UAS has proven to be useful to public safety agencies in crime scene analysis, search and rescue, pre-operation surveillance and other critical incidents where aerial views enhance the safety and efficiency of law enforcement personnel. The UAS would assist officers or incident commanders in situations that would include, but not limited to: major collision investigations, emergency life threatening situations, search for missing persons, natural disaster management, crime scene photography, and critical incidents for preservation of life and public safety missions.

Fiscal Impacts: DJI Mavic 3 Thermal (M3T): \$6,000, quantity 2 (Total: ~\$12,000), DJI Avata UAS \$2610, quantity 2 (Total: ~\$5220)

Legal/Procedural Rules Governing Use: The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy.

Training Required: FAA Part 107, POST UAS Operator, and Department-provided training.

Other Notes: Capabilities include 20MP Hasselblad camera with a large 4/3 CMOS sensor camera, 24mm equivalent lens, capable of 5.1K/50fps and 4K/120fps video. It includes a secondary 12MP telephoto camera, 56x tele zoom, 640x512 thermal sensor, one-way speaker, and spotlight.

4. Equipment Type: Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units – CA Govt Code §7070(c)(5)

Quantity Owned or Sought: 1	Lifespan: 20 years
------------------------------------	---------------------------

Purpose/Authorized User: Trailer is purpose-built to facilitate the operational control and direction of public safety units conducting DUI enforcement checkpoints, traffic safety operations, and responding to or at an incident. The Command and Control (C&C) trailer serves as a centralized location for command decision making, enhanced communication, and other situational awareness capabilities. Use may be authorized by the Watch Commander or the Tactical/Operations Commander, based on the circumstances of the given incident.

Fiscal Impact: Acquired by grant issued by the State of California Office of Traffic Safety under a Traffic Safety Grant. \$40,415 for equipment. Annual maintenance cost is approximately \$1000.

Legal and Procedural Rules Governing: It is the policy of the department to utilize C&C trailer only for law enforcement purposes and pursuant to State and Federal law.

Training Required: Department provided training.

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

5. Equipment Type: Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10)

Quantity Owned or Sought: 28

Lifespan: 15 years

Purpose/Authorized User: Colt AR-15/M4 Carbine semiautomatic shoulder fired rifle with long spirally grooved barrel that fires .223 Rem/5.56 mm projectile bullet. The rifles are equipped with 10.5" barrel, Surefire muzzle brake, and Surefire SOCOM556-RC2 suppressors. Ammunition is Speer Gold Dot caliber .223 62 grain.

A standard officer issue to be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Fiscal Impact:

- Colt AR-15/M4 Rifle: \$32,400, quantity: 28
- Surefire muzzle brake: \$2,779, quantity: 28
- Surefire SOCOM556-RC2 Suppressors: \$22,408, quantity: 28
- .223 62 gr ammunition: \$2,715, quantity: 4,525
- Annual maintenance cost is approximately \$1,500

Legal and Procedural Rules Governing: All applicable State, Federal and Local laws governing police use of force. Various Pinole Police Department Policies on Use of Force and Firearms.

Training Required: Department firearms training and qualifications as required by law and policy by POST certified instructors. CA POST certified 24-hour patrol rifle course.

Other Notes: These rifles are standard-issue service weapons for our officers and are therefore exempt from this Military Equipment Use Policy per CA Gov't Code §7070(c)(10). They have been included in this document in an abundance of caution and in the interest of transparency.

6. Equipment Type: Less lethal launcher and Projectiles - CA Gov't Code §7070(c)(12)

Quantity Owned or Sought: 4

Lifespan: 20 years

Purpose/Authorized User: FN 303 MK2 Less Lethal Launcher utilizing compressed-air to fire less-lethal fin-stabilized projectiles. The FN303 MK2 features a magazine fed system that offers the ability to quickly switch between projectile types. Projectiles: .5% PAVA containing pepper powder designed for direct impact and area saturation, Clear Impact projectile intended for distraction, Washable Paint for training and marking, Indelible Paint projectile intended for marking with indelible colorant for later identification, and Inert Powder projectile for training.

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Provides officers with a less-lethal option in incidents of combative or self-destructive individuals, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage can be obtained, potentially vicious animals, and training exercises or approved demonstrations.

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

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

Equipment Purchase and Training Use

2025/2026 Purchases and Maintenance

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

2025/2026 Training/ Military Equipment Utilized

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

UAS Operator Ongoing Training	UAS/Drone	Quarterly
-------------------------------	-----------	-----------

Community Concerns and Complaints

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

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

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

Internal Inventory & Audit (PPD Military Equipment)

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

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

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

2025/2026 Event or Incident Military Equipment Utilized

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

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

Projected Military Equipment Acquisition (2026/2027)

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

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

Military Equipment

Effective Date	Revised Date
05282026	05282026

707.1 PURPOSE AND SCOPE

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

707.1.1 DEFINITIONS

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

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

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

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

Military Equipment

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

707.2 POLICY

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

707.3 MILITARY EQUIPMENT COORDINATOR

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

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

707.4 MILITARY EQUIPMENT INVENTORY

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

707.5 APPROVAL

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

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

Military Equipment

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

707.6 COORDINATION WITH OTHER JURISDICTIONS

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

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

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

707.7 CITY COUNCIL APPROVAL

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

Unmanned Aerial System (UAS) Operations

608.1 PURPOSE AND SCOPE

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

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

608.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

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

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

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

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

608.2 POLICY

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

Unmanned Aerial System (UAS) Operations

608.3 USE OF UAS

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

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

UAS operations should only be conducted consistent with FAA regulations.

608.4 FAA COMPLIANCE FOR DEPLOYMENT

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

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

608.5 AUTHORIZED USES FOR PUBLIC SAFETY DEPLOYMENT

Deployments include but are not limited:

Unmanned Aerial System (UAS) Operations

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

608.6 PRIVACY

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

608.7 PROGRAM COORDINATOR

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

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

Unmanned Aerial System (UAS) Operations

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

608.8 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

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

608.9 RETENTION OF UAS DATA

Pinole PD CA Policy Manual

Law Enforcement Policy

Unmanned Aerial System (UAS) Operations

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



CITY COUNCIL REPORT

10.B.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2025/26 UTILITY USERS' TAX REVIEW AND FY 2026/27 INCOME EXEMPTION LIMITS

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a public hearing on the FY 2025/26 Annual Review of the Utility Users' Tax (UUT); and
2. Adopt a Resolution modifying the Household Income eligibility thresholds for exemptions from the Utility Users' Tax for FY 2026/27.

BACKGROUND

In November 1998, voters approved the City of Pinole's Utility Users' Tax (UUT) at a rate of 8% on electricity, gas, and telecommunication services. Voters approved ballot measures to extend the UUT in 2004, 2012, and 2018. The UUT does not have a sunset date. Renewal of the UUT was essential to secure the City's fourth largest General Fund revenue source. Revenue generated by the UUT amounts to approximately 9% of the City's General Fund (excluding transfers in) and remains necessary to fund critical City services.

Section 3.26.150(A) of the Pinole Municipal Code authorizes the City Council to exempt the following classes of persons from paying UUT: (1) Persons who receive Aid to Families with Dependent Children (AFDC), (2) Persons who receive Veterans' benefits and Veterans' survivor pension benefits, (3) Persons on Supplemental Security Income or State Supplemental Payments (SSI/SSP); and (4) Persons who receive benefits from the Supplemental Nutrition Assistance Program (SNAP).

Additionally, Section B of the Code states: In addition, customers may also qualify for an exemption if their total household income does not exceed household incomes set by resolution of the City Council. Each year, the City Council adopts a resolution setting the household income thresholds. The City has used as the threshold the limits set annually by the California Alternative Rates for Energy (CARE) program, administered by Pacific Gas & Electricity (PG&E).

Pursuant to Section 3.26.170 of the Pinole Municipal Code, in June of every year, as part of the budget process, UUT is required to be reviewed through a report to the City Council. The report shall contain a summary of amounts of UUT realized, which is provided in the

subsequent section of this report.

REVIEW AND ANALYSIS

The UUT is an 8% tax on the consumption of electricity, gas, and telecommunications within the City. As a general tax, revenues are deposited into the City’s General Fund and may be used for any general municipal purpose.

Staff anticipates that the City will close FY 2025/26 with a projected \$2,635,057 in actual UUT collected. Although the City continues to see a decline in the taxes collected on telecommunication services, gas and electricity collections continue to increase year-over-year. Table 1 shows the ten-year history of UUT collections.

Table 1 – Ten-Year History of UUT Collections

	2016/17	2017/18	2018/19	2019/20	2020/21
Electricity & Gas	\$1,564,702	\$1,452,015	\$1,416,001	\$1,484,969	\$1,651,216
% Total UUT	76%	75%	78%	82%	85%
Tele-communications	\$501,921	\$474,780	\$396,843	\$324,863	\$288,510
% Total UUT	24%	25%	22%	18%	15%
Total UUT	\$2,066,623	\$1,926,796	\$1,812,844	\$1,809,832	\$1,939,726
% Change	10.1%	-6.8%	-5.9%	-0.2%	7.2%

	2021/22	2022/23	2023/24	2024/25	2025/26 (Estimated)
Electricity & Gas	\$1,797,374	\$2,053,930	\$2,207,681	\$2,423,788	\$2,425,429
% Total UUT	87%	89%	90%	91%	92%
Tele-communications	\$266,399	\$258,900	\$238,034	\$233,367	\$209,628
% Total UUT	13%	11%	10%	9%	8%
Total UUT	\$2,063,773	\$2,312,830	\$2,445,715	\$2,657,156	\$2,635,057
% Change	6.4%	12%	6%	9%	-1%

Informational Update: Applying the UUT to Online Streaming Services

Some cities have applied their Utility Users Tax, which traditionally applies to electric, gas, cable, and telephone services, to online streaming services such as Netflix, Hulu, and similar platforms. In a recent case the City of Santa Barbara imposed its UUT on Disney, which resulted in a legal challenge by Disney. Ultimately, the California Court of Appeal held that the City’s utility users tax applied to streaming services because its UUT taxes “video services” in a way that is broad enough to apply to streaming, or internet-based, services. After the decision was published on December 17, 2025 (and later modified on January 30, 2026), more cities have moved forward with applying the UUT to streaming platforms.

Chapter 3.26 of the Pinole Municipal Code establishes the City’s UUT and imposes a tax on

“electric, gas, and telephone services only.” Many cities that are implementing a UUT on streaming services have specific language about telephone or cable in their ordinance applying to video or internet-based services, and/or have enacted ordinances to expand the meaning of “cable” in their ordinance to allow for collection of UUT from online streaming services. Unfortunately, Pinole’s ordinance does not currently include streaming services in its own UUT and only taxes electric, gas, and telephone. To impose a UUT on streaming services like Netflix, the language of the City’s Municipal Code and UUT would need to be amended via ordinance to include video services and more specifically, internet-based streaming services. Because this would add a new category to the UUT ordinance and essentially authorizes a new tax beyond what voters initially approved, voter approval of a ballot measure under Proposition 218 would be required. Once the updated UUT is established, notice would need to be provided to the streaming companies ahead of when the City intends to begin collecting the tax to allow the companies to set up the collection method in their systems.

Utility Users Tax Exemption

Pursuant to Pinole Municipal Code Section 3.26.150(B), the City establishes by resolution the household income limits. The City uses those set by the California Alternative Rates for Energy (CARE) program for exemption from the UUT. PG&E administers the CARE program and confirms customers’ eligibility based on IRS income tax returns and certifies continued eligibility every two years.

This is consistent with the process other California cities use as a basis for exemption from the UUT levy. In some cases, agencies rely on PG&E to administer the exemption in which case they automatically do not charge the UUT to customers who are eligible for the CARE program. In other cases, customers apply for the exemption with the agency who verifies eligibility for the CARE program. The City of Pinole relies on PG&E to administer the exemption program for gas and electricity services. PG&E provides a listing of customers who have received an exemption from UUT on a monthly basis. Eligible customers who meet the same income guidelines as those for UUT exemption from gas and electricity services may receive exemption from UUT on telecommunication services by applying to the City.

Household Income Exemption Thresholds

Staff has obtained the current household income guidelines for the California Alternative Rates for Energy (CARE) program in the PG&E service area and recommends continuing to set the City’s household income exemption at the CARE amounts. The current thresholds effective June 1, 2026 through May 31, 2027 are displayed in Table 2 below.

Table 2 – Household Income Exemption Thresholds

Household Size	Current CARE Threshold	Previous CARE Threshold
1-2 Persons	\$43,280	\$42,300
3 Persons	\$54,640	\$53,300
4 Persons	\$66,000	\$64,300
5 Persons	\$77,360	\$75,300
6 Persons	\$88,720	\$86,300
7 Persons	\$100,080	\$97,300

8 Persons	\$111,440	\$108,300
9 Persons	\$122,800	\$119,300
10 Persons	\$134,160	\$130,300
Each additional person, add	\$11,360	\$11,000

FISCAL IMPACT

There is no fiscal impact as a result of this report itself.

ATTACHMENTS

- A. Resolution
- B. PG&E CARE Program Guidelines

RESOLUTION 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA SETTING HOUSEHOLD
INCOME LEVELS FOR UTILITY USERS TAX EXEMPTIONS FOR FISCAL YEAR
(FY) 2026/27**

WHEREAS, Section 3.26.170 of the Pinole Municipal Code provides for the establishment and modification of classes of exemptions of persons or service from utility users taxes; and

WHEREAS, the City Council held a Public Hearing, on June 16, 2026, to discuss and receive public comment on the tax and whether or not changes to household income levels for utility users tax exemptions should be made; and

WHEREAS, the City Council desires to continue to allow exemptions for telephone users tax, electricity users tax and gas users tax based upon the Household Income Thresholds adopted by the State Public Utilities Commission’s California Alternative Rate for Energy (CARE) Program for the 2026/27 budget year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Pinole that, as provided in Section 3.26.150 of the Pinole Municipal Code, utility customers may qualify for exemption from the telephone users tax (P.M.C. Section 3.26.040), electricity users tax (P.M.C. Section 3.26.050) and gas users tax (P.M.C. Section 3.26.060) if their total household income does not exceed the following thresholds:

Household Size	Current CARE Threshold	Previous CARE Threshold
1-2 Persons	\$43,280	\$42,300
3 Persons	\$54,640	\$53,300
4 Persons	\$66,000	\$64,300
5 Persons	\$77,360	\$75,300
6 Persons	\$88,720	\$86,300
7 Persons	\$100,080	\$97,300
8 Persons	\$111,440	\$108,300
9 Persons	\$122,800	\$119,300
10 Persons	\$134,160	\$130,300
Each additional person, add	\$11,360	\$11,000

AND BE IT FURTHER RESOLVED THAT the City Manager or his designee, and the City Attorney are hereby authorized and directed, to make all approvals and take all actions necessary or appropriate to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pinole this 16th day of June, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **16th** day of **June, 2026**.

Heather Bell-Spears, CMC
City Clerk

California Alternate Rates for Energy (CARE)

About CARE

The California Alternate Rates for Energy (CARE) program provides a monthly rate discount of about 38 percent on electricity and 20 percent on gas (compared to non-CARE bundled customers).

See if you qualify based on:

- Your income, or
- Your enrollment in one of the [qualifying public assistance programs](#)

Note: CARE and FERA share one application. If you do not qualify for CARE, we will check to see if you qualify for FERA. [Learn more about FERA](#). In addition, other [financial assistance resources and support](#) are available.

Eligibility

In this section:

- [How your household can qualify for CARE](#)
- [How to qualify through other public assistance programs](#)
- [Household income guidelines](#)
- [CARE income guidelines table](#)

To qualify for CARE:

- The PG&E bill must be in your name.
 - If you're a sub-metered tenant, you must have the landlord's energy bill in your name.
- You must live at the address to which the discount applies.
- Another person (besides your spouse) can't claim you as a dependent on an income tax return.
- You must not share an energy meter with another home.

- You must account for all sources of qualifying household income.
- This combined household income must meet the program income guidelines.
- You must enroll in qualifying public assistance programs.
- After you enroll, you may need to provide proof of qualifying household income.
 - You may also be required to participate in the Energy Savings Assistance program.
- Your monthly electric usage must not exceed six times the Tier 1 allowance.
 - Tier 1 is the lowest priced rate tier within PG&E's standard Tiered Base Plan.
- You must renew your eligibility every two years.
 - If you're on a fixed income, you must renew your eligibility every four years.
- You must notify PG&E if your household no longer qualifies for the CARE discount.

To qualify through other public assistance programs:

You or someone in your household must take part in any of the following public assistance programs:

- Low Income Home Energy Assistance Program (LIHEAP)
- Women, Infants, and Children (WIC)
- CalFresh/SNAP (Food Stamps)
- CalWORKs (TANF) or Tribal TANF
- Head Start Income Eligible (Tribal Only)
- Supplemental Security Income (SSI)
- Medi-Cal for Families (Healthy Families A & B)
- National School Lunch Program (NSLP)
- Bureau of Indian Affairs General Assistance
- Medicaid/Medi-Cal (under age 65)
- Medicaid/Medi-Cal (age 65 and over)

Household income guidelines

Your eligibility is based on your household income. To calculate your household income:

1. Add all household members' incomes from all eligible sources for your total gross annual household income.
2. Compare your total combined gross annual household income against [the income guidelines table](#).

Note: Your household must be at or below the amounts shown in the income guidelines table.

Household income includes all taxable and nontaxable revenues from all people living in the home. It includes, but is not limited to:

- Wages
- Salaries
- Interest and dividends
- Spousal and child support payments
- Public assistance payments
- Social Security and pensions
- Housing and military subsidies
- Rental income
- Self-employment income
- All employment-related, non-cash income

CARE income guidelines table

Number of persons in household	Total gross annual household income*
1-2	\$43,280 or less
3	\$54,640 or less
4	\$66,000 or less
5	\$77,360 or less
6	\$88,720 or less
7	\$100,080 or less
8	\$111,440 or less
9	\$122,800 or less
10	\$134,160 or less
Each additional person, add	\$11,360

*Income should be before taxes and based on current income sources. Valid through May 31, 2027.



CITY COUNCIL REPORT

11.A.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
SUBJECT: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT FOR NAOMI KELLY TO BECOME THE CITY MANAGER

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving and authorizing the Mayor to execute an employment agreement with Naomi Kelly to become the City Manager.

BACKGROUND

On November 17, 2025, former Pinole City Manager Kelcey Young announced that she would be leaving the City of Pinole at the end of November. Young's final day of employment was November 28, 2025. Prior to her departure, Young named Police Chief Melissa Klawuhn as Acting City Manager effective November 29, 2025.

At an open meeting on December 2, 2025, the City Council convened in closed session to discuss the appointment of an Acting City Manager. Following deliberations in closed session, the City Council formally appointed Police Chief Melissa Klawuhn as Acting City Manager.

At a special meeting on December 9, 2025, and an open meeting on December 16, 2025, the City Council convened in closed session to discuss the appointment of an Interim City Manager. Following deliberations in closed session, the City Council directed staff to prepare an employment agreement and resolution appointing Garrett Evans as Interim City Manager, until the City Council appointed a new permanent City Manager through a nationwide executive recruitment search.

On January 30, 2026, the City obtained executive recruitment professional services from Bob Hall & Associates to conduct a nationwide search for the new City Manager which included staff and community engagement opportunities to obtain feedback to guide recruitment and selection strategies.

The consultant conducted an extensive and inclusive recruitment process to attract a highly qualified and diverse pool of candidates for the City Manager position. The process began with significant stakeholder engagement, including meetings with City Council, City staff, and community members to develop an ideal candidate profile reflecting the City's priorities and values.

To maximize outreach, the recruitment was advertised through multiple professional municipal management organizations and job boards, including ICMA, Cal Cities, PublicCEO, and Western City. In addition, the recruitment team actively leveraged professional networks and social media platforms, particularly LinkedIn, to identify and engage passive candidates who may not have otherwise applied.

Community input was a key component of the process and included public comment opportunities, a community survey, virtual and in-person community meetings, and direct outreach by the recruiter to local stakeholders. This comprehensive approach helped ensure that the recruitment reflected the expectations and interests of both the City Council and the broader Pinole community.

The recruitment process included a rigorous and multi-layered candidate evaluation and vetting procedure. Applications were reviewed against the established qualifications and ideal candidate profile, followed by preliminary interviews conducted by the recruitment team. Finalists were then presented to the City Council, which independently selected the candidates it wished to interview. Throughout the interview process, all candidates were asked the same standardized questions to ensure fairness, consistency, and compliance with employment laws.

At a special meeting on May 2, 2026, the City Council convened in a closed session to interview finalists for the City Manager position. On May 5, 2026, top candidates were referred to City staff and community member interview panels for further assessment and feedback shared with the City Council with the City staff interview panel unanimously supporting the selection of Naomi Kelly. Later that day, at an open meeting, the City Council convened in closed session to evaluate the panels' feedback and conduct follow-up interviews with the top candidates. Following interview deliberations, the City Council voted unanimously to direct staff to facilitate a comprehensive pre-employment background.

Following the Council's selection of a preferred candidate, an extensive background investigation was conducted. This included criminal, civil, motor vehicle, and credit history reviews, as well as comprehensive reference checks with former supervisors, peers, and subordinates. In addition, the City conducted its own Department of Justice criminal records review and Live Scan fingerprinting. The City Council's final hiring decision was made only after considering all available information and completing these thorough due diligence measures. After clearance was obtained through the pre-employment background process, City Council directed staff to negotiate an employment agreement and prepare a resolution to appoint Naomi Kelly to the position of City Manager, with commencement of her duties on July 1, 2026. The attached employment agreement was negotiated between the parties.

In evaluating Ms. Kelly's negotiated annual salary of \$305,000, both internal equity and external market competitiveness were considered. From an internal equity perspective, the City Manager serves as the chief executive officer of the City and is responsible for the overall administration and supervision of all City departments and department directors. The highest-compensated direct subordinate to the City Manager is the Chief of Police, whose maximum annual salary is \$279,881. The proposed City Manager salary results in an approximate 9 percent salary differential between the City Manager and the Chief of Police, reflecting the scope of responsibility and organizational oversight associated with the position.

From an external market perspective, a survey of comparable municipal agencies within Contra Costa County was conducted to assess the competitiveness of the proposed compensation. The analysis found that Ms. Kelly's negotiated annual salary is within approximately 3 percent of the median salary for City Managers among surveyed Contra Costa County jurisdictions, indicating that the proposed compensation is generally aligned with the regional market.

Contra Costa City/Town	Population	Annual Base Salary
Antioch	118,240	\$ 293,720
Brentwood	60,000	\$ 287,243
Clayton	11,070	\$ 250,000
Concord	126,000	\$ 333,588
Danville	43,410	\$ 303,612
El Cerrito	25,962	\$ 261,384
Hercules	26,499	\$ 246,840
Lafayette	25,391	\$ 288,895
Martinez	38,290	\$ 275,578

Moraga	16,900	\$ 299,421
Oakley	47,158	\$ 311,772
Orinda	19,573	\$ 280,805
Pittsburg	75,435	\$ 299,796
Pleasant Hill	34,335	\$ 293,165
Richmond	116,448	\$ 312,700
San Pablo	31,562	\$ 320,760
San Ramon	84,605	\$ 350,387
Walnut Creek	69,790	\$ 341,841

REVIEW AND ANALYSIS

Naomi Kelly comes to the City Manager appointment with more than 20 years of executive leadership experience, including nine years as San Francisco's City Administrator, where she became both the first woman and the first African American to serve in that role. In that position, she managed 25 departments and launched or restructured nearly a dozen more. Ms. Kelly has an extensive background overseeing municipal services and complex public initiatives in areas such as infrastructure, transportation, permitting, and community services. She holds a B.A. in Psychology from New York University and a J.D. from the University of San Francisco, and she is a member of the California State Bar.

During her time in San Francisco, Ms. Kelly led several major efforts, including the city's \$35 billion, 10-year capital plan and a \$2 billion public-housing transformation that improved living conditions for more than 10,000 low-income residents. She also developed a long-term Budget & Planning Team focused on aligning resources, service levels, and future mandates. Through her firm, NK Strategies, she has continued to support public-facing organizations with strategic planning, community engagement, operational improvements, and securing key project entitlements.

Across all of her work, Ms. Kelly has built a reputation for a practical, results-oriented problem-solving approach. She is particularly skilled at guiding teams through complex challenges, prioritizing projects, and making smart use of limited resources. Her experience shows how thoughtful planning, community input, and efficient operations can drive meaningful change.

Ms. Kelly is genuinely excited to join the Pinole community and looks forward to working alongside staff. She describes her leadership style as servant-leadership, balancing accountability with coaching, support, and professional development. She's energized by the ability to make a direct impact in a smaller community where less bureaucracy and closer partnerships make it possible to see progress happen quickly and visibly. Ms. Kelly's professional resume is included in Attachment C.

Approval of the agreement and authorization for the Mayor to execute it is now required.

FISCAL IMPACT

This item has no fiscal impact to the General Fund as the position's pay and benefits have already been incorporated into the FY 2026/27 Budget.

ATTACHMENTS

- A. Resolution
- B. Employment Agreement - Kelly
- C. N-Kelly Resume

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT FOR NAOMI KELLY TO BECOME THE CITY MANAGER

WHEREAS, previous City Manager Kelcey Young announced her separation on November 17, 2025, with an effective date of November 29, 2025; and

WHEREAS, the City Council convened in a closed session on December 2, 2025, to discuss the appointment of an Acting City Manager; and

WHEREAS, following the closed session deliberations, the Council formally appointed Police Chief Melissa Klawuhn as Acting City Manager, effective December 1, 2025, until the City Council appointed an Interim City Manager; and

WHEREAS, at a special meeting on December 9, 2025, and an open meeting on December 16, 2025, the City Council convened in closed session to discuss the appointment of an Interim City Manager; and

WHEREAS, following the closed session deliberations, the City Council directed staff to prepare an employment agreement and resolution appointing Garrett Evans as Interim City Manager, until the City Council appoints a new permanent City Manager through a nationwide executive recruitment search; and

WHEREAS, the City conducted an executive recruitment search and at a special meeting on May 2, 2026, the City Council convened in a closed session to interview finalists for the City Manager position; and

WHEREAS, on May 5, 2026, the City Manager top candidates were referred to City staff and community member interview panels for further assessment and feedback; and

WHEREAS, at an open meeting on May 5, 2026, the Council convened in a closed session to interview the City Manager top candidates, and following deliberations, the City Council voted unanimously to direct staff to negotiate an employment agreement and prepare a resolution to appoint Naomi Kelly to the position of City Manager effective July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINOLE that the City Council does hereby approve and authorize the Mayor to execute the employment agreement for Naomi Kelly to become the City Manager effective July 1, 2026, attached here to as Exhibit A, and incorporated herein by this reference.

PASSED AND ADOPTED this 16th day June 2026, by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 16th day of June 2026 .

Heather Bell-Spears, CMC
City Clerk

AGREEMENT FOR EMPLOYMENT OF NAOMI KELLY

This Agreement is made and entered into by and between the City of Pinole (the "City"), a general law city, and Naomi Kelly ("KELLY" or "Employee"). This Agreement (the "Agreement") will become effective as specified herein.

1. Appointment of KELLY as City Manager

The City Council of the City of Pinole is authorized to negotiate the terms of an agreement with KELLY for her services through its duly appointed labor negotiator the City Attorney. The City Council and KELLY have engaged in such negotiations, and KELLY and the City now desire to agree in writing to the terms and conditions of KELLY's employment as City Manager.

2. Term of Agreement

This Agreement will become effective on the date this Agreement is approved by the City Council and executed by the Mayor, or in the Mayor's absence, the Mayor Pro-Tem and KELLY. This Agreement and KELLY's employment shall remain in effect for three (3) years from the date of such execution unless terminated in accordance with paragraph 5 herein. If no successor Agreement is entered into to extend KELLY's employment beyond the three (3) year term, her employment with the City shall end with no payment of severance. The City shall notify KELLY at least three (3) months in advance of agreement expiration of intent to extend or not extend the Agreement.

3. At-Will Employment

KELLY is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate KELLY's employment at any time, with or without cause. This provision may not be altered except by a written instrument executed by KELLY and the City Council, which specifically references this Agreement and section.

4. Duties and Responsibilities

a. KELLY shall commence her duties as City Manager on July 1, 2026, and will continue for a term of three (3) years through June 30, 2029.

b. KELLY shall serve as the City Manager for the City subject to the terms and conditions set forth herein. KELLY shall also perform the functions and duties specified under the laws of the State of California, the Municipal Code of the City; the Ordinances and Resolutions of the City, the job description for the City Manager position, and such other duties and functions as the City Council may from time-to-time assign.

c. KELLY agrees to devote her productive time, ability and attention to the City's business. For the duration of this Agreement, KELLY shall not hold secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the

City Council. As an exempt employee, KELLY shall not receive overtime or extra compensation for work performed outside normal business hours.

5. Termination of Employment and Severance

a. KELLY may terminate this Agreement with or without cause, by giving the City Council sixty (60) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.

b. The City Council may terminate this Agreement with or without cause, giving KELLY thirty (30) days written notice in advance of termination.

c. In the event the City Council terminates KELLY's employment without cause, the City shall pay KELLY severance in a lump sum equal to six (6) months base salary, auto allowance, cell phone allowance, as well as the City's share of all health/benefit premium contributions, minus all applicable deductions. Any severance payment pursuant to this Agreement is contingent upon KELLY signing and delivering a general release of all claims against the City (including without limitation its former and current elected officials, employees, officers and agents) in a form acceptable to the City Attorney. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in California Government Code § 53260. KELLY shall not receive any severance if she resigns, is terminated for cause, if the term of this Agreement lapses, or if a waiver and release agreement is not executed by the parties. If the City elects to terminate this Agreement and KELLY's employment without good cause as defined in this Agreement, a Notice of Termination Without Cause shall be provided in writing.

d. If KELLY is terminated for "cause," the City shall not owe any severance under this Agreement. This provision does not confer any property rights on KELLY, as she remains an at-will employee. The phrase "termination for cause" only pertains to KELLY's eligibility for severance as described in this Section. A "termination for cause" for purposes of severance may include, but shall not be limited to, the following:

- i. Dishonesty;
- ii. Embezzlement;
- iii. Conviction of a felony or misdemeanor relating to KELLY's fitness to perform assigned duties;
- iv. Any act involving moral turpitude;
- v. Taking a position adverse to the interests of the City without the City's prior written consent;
- vi. Violation of any fiduciary duty owed to the City;
- vii. Failure to abide by the terms of this Agreement;

viii. Repeated failure, without good cause, to carry out lawful directives formally approved by the City Council acting as a body during a Brown Act compliant meeting after written notice and reasonable opportunity to cure; or

ix. Failure to observe or perform any of her duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after KELLY receives written notice from City Council or its designee specifying the acts or omissions that constitute the failure.

If the City elects to terminate this Agreement and KELLY's employment for cause as defined in this Agreement, a Notice of Termination For Cause shall be provided in writing outlining the reason(s) for termination.

e. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by KELLY from the City shall be fully reimbursed to City if KELLY is convicted of a crime involving an abuse of her office or position as defined in California Government Code section 53243.4.

6. Compensation

a. Effective July 1, 2026, KELLY shall be paid an annual base salary of THREE HUNDRED AND FIVE THOUSAND DOLLARS (\$305,000), less all applicable federal, state and local withholding.

b. KELLY shall receive cost of living salary increases equal to that provided to the Executive, Management, and Confidential Group bargaining unit during the term of this Agreement.

c. KELLY shall receive the benefits identified in Exhibit A to this Agreement.

7. Hours of Work

KELLY shall work a minimum of forty (40) hours per week on City and Successor Agency business. KELLY may work a 9/80 or other flexible work schedule, following consultation with the City Council.

8. Indemnification

The City shall provide for the defense of KELLY in any action or proceeding alleging an act or omission within the scope of KELLY's employment in accordance with California Government Code sections 825, 995 et seq., and other applicable law. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code section 825, subdivision (a), the City reserves the right to not pay any judgment, compromise, or settlement subject to that section until it is established that the injury arose out of an act or omission occurring within the scope of KELLY's employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, the City reserves the right to refuse to provide for the defense of KELLY for the reasons set forth in California Government Code section 995.2 or other applicable

provisions of law. Any City funds provided for the legal criminal defense of KELLY shall be fully reimbursed in accordance with California Government Code section 53243.1 if KELLY is convicted of a crime involving an abuse of her office or position as defined in California Government Code section 53243.4.

9. Notices

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. The City:

Mayor of the City of Pinole
2131 Pear Street
Pinole, CA 94564

With a Copy to the City Attorney
2131 Pear Street
Pinole, CA 94564

b. Naomi Kelly:

To the address shown as current in the payroll system.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

10. Abuse of Office

Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

11. Performance Evaluations

The City Council shall review and evaluate the performance of KELLY upon completion of six (6) months and twelve (12) months of employment, and then at least once every twelve (12) months thereafter. At the time of each evaluation, performance goals shall be discussed that will be used to assist in the evaluation of KELLY's performance in the future. The City Council may, at its option, adjust KELLY's compensation as a result of the performance evaluation. The City agrees to evaluate KELLY's performance after the initial six (6) months of employment, at which time a merit increase shall also be considered.

12. Dues and Subscriptions

The City shall pay for the professional dues and subscriptions of KELLY necessary for her continuation and full participation in appropriate professional organizations.

13. Professional Development

At the time of the execution of this Agreement, the parties acknowledge that KELLY is, or will be, a member of various professional and service organizations. In addition, other organizations sponsor and offer short courses, institutes, seminars, and the like, which would be beneficial to KELLY'S professional development.

KELLY is permitted, encouraged, and in some instances, required by the City, to attend such meetings, activities, seminars, courses, institutes, and the like, as deemed appropriate by the City Council. KELLY's registration, travel, subsistence, and other related expenses shall be paid in advance directly to the vendor or reimbursed to KELLY consistent with applicable City policy.

14. Press Releases and Public Announcements

KELLY shall collaborate with the City regarding press announcements as to her appointment to the role of City Manager, including press releases and related communications.

15. Miscellaneous

a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

c. This Agreement shall be governed by the laws of the State of California.

d. This Agreement may be executed in counterparts containing original signatures.

Naomi Kelly

Date

Anthony Tave
Mayor

Date

ATTEST:

APPROVED AS TO FORM

Heather Bell, CMC
City Clerk

Eric Casher
City Attorney

EXHIBIT A

- **Health, Vision, Dental, Life Insurance, STD/LTD Benefits**

KELLY shall receive health, vision, dental, life insurance and long/short-term disability benefits under the same terms those benefits are provided to the City's unrepresented managers.

- **Retiree Medical**

KELLY and her eligible dependents at the time of retirement shall be eligible to enroll on the City's retiree medical plan, in accordance with the provisions of the CalPERS Health Plans and the CalPERS Health Vesting Schedule.

The City shall make contributions toward KELLY's retiree health insurance premium in accordance with the CalPERS Health Vesting Schedule (Government Code 22893).

Upon KELLY's death, her eligible dependents shall continue to be eligible for enrollment on the City's plan and premium contribution, or reimbursement of their health insurance premium for alternate coverage, in accordance with the provisions of the CalPERS Health Plans and the CalPERS Health Vesting Schedule.

- **Retirement Plan**

The City currently participates in a retirement system through a contract with the California Public Employees Retirement System (CALPERS). For the Miscellaneous Employees, including KELLY, the CALPERS contract offers the following provisions:

- 2%@ 62 Retirement Plan (PEPRA)
- Military Buy Back
- Third Level Survivors Benefit
- Three Highest Years Compensation Formula
- Service for Unused Sick Leave

The City and KELLY shall make the Employer and Employee contributions to CalPERS benefits under the same terms provided to unrepresented managers.

- **Auto and Cell Phone Allowances**

KELLY shall receive the amount of \$600 monthly as a car allowance and \$65 monthly as a cell phone allowance, less all applicable federal, state and local withholdings.

- **Deferred Compensation - 457 Plan**

The City makes a 457 plan available for KELLY to contribute to through payroll deduction. The City shall provide up to \$100.00 in a dollar-for-dollar “matching” monthly contribution to the 457 Plan.

- **Vacation**

KELLY shall accrue vacation leave at a rate of 144 hours per year, accrued incrementally each pay period. Upon separation from the City, KELLY shall be paid for all unused accrued vacation leave based upon her base salary on the date of separation.

KELLY may cash out accrued vacation in a manner consistent with unrepresented managers.

- **Administrative Leave**

The City shall grant KELLY forty-eight (48) hours of administrative leave upon execution of this Agreement and ninety-six (96) hours of administrative leave at the beginning of each calendar year thereafter. KELLY may cash out administrative leave in a manner consistent with unrepresented managers.

- **Sick Leave**

KELLY shall accrue eight (8) hours per month, ninety-six (96) hours of sick leave per year, accrued incrementally each pay period.

- **Sick Leave Incentive**

KELLY'S sick leave use shall be reviewed by the City at the end of each calendar year. For any sick leave not used for six (6) consecutive months within the calendar year, KELLY shall receive an additional four (4) hours of accrued vacation time. For any sick leave not used for the entire calendar year (12 months), KELLY will receive an additional eight (8) hours of vacation time.

- **Other Leaves**

KELLY shall receive all other leaves (Bereavement, Family and Medical, Jury Duty, Military, etc.) that are provided to unrepresented managers.

- **Holidays**

KELLY shall receive the same holidays and floating holidays as the City's unrepresented managers.

NAOMI M. KELLY, JD

PROFESSIONAL PROFILE

Senior Administrative Operations Executive with 20+ years of progressive leadership experience, including 9 years as a City Administrator directing/managing all aspects of day-to-day operations for municipal government (City & County); acting as the General Manager & Chief of Staff representing the Mayor & Board of Supervisors as Chief Administrator executing policy, legislative processes, public relation/PR strategy, and finance/budget management, ensuring effective operations management, workflow processes, and workforce productivity across all programs and projects.

EDUCATION

California State Bar Member

University of San Francisco | JD/ Juris Doctor

New York University | BS in Psychology

SKILLS

- **Transformation/Change Leader:** Proposed/implemented strategic changes across business operations, driving growth of operations to scale; initiating/building/integrating multiple new departments (11), divisions, and programs to expand government services.
- **Relationship Management:** Built/maintained relationships with elected/appointed officials, department heads, and interest groups to influence policy development/decisions, facilitating the legislative process and driving performance improvements across operations.
- **Strategic Advisor:** Trusted advisor to Mayor & Board of Supervisors, providing expertise to assist with key policy decisions, supporting the legislative process and policymaking process by contributing to policy recommendations, regulatory compliance, & budget proposals.
- **High-Performing Teams:** Built/developed/trained multidisciplinary teams, from recruiting quality talent to employee development; optimizing workforce by nurturing leadership in innovation, diversity & inclusion, and supporting/motivating of cohesive teams.
- **Project Management:** Oversaw/managed multiple projects simultaneously, prioritizing requirements and ensuring process workflow via tracking of milestones and goals achieved with project deliverables (on time, on scope, and within budget defined).
- **Administrative:** Served under 5 Mayors with diverse leadership styles, showing adaptability to work with various personalities; helping organizational leadership navigate through turbulent times and efficiently manage/resolve complex issues related to Civic organizations.

WORK EXPERIENCE

NK Strategies LLC

Founder, Owner

San Francisco, CA

2021-Present

- Advises on strategic, risk and crisis management public affairs to bring about positive change in large institutions by focusing on ways to increase workplace and operational efficiencies, increased customer service, and employee engagement. The goal is to increase organizational productivity and performance, based on data informed strategies, organization design and change management through an equitable, racially diverse, and inclusive lens. Successfully delivered solutions and strategic plans for clients, including:
 - o Developing the Lucky Bayview Comprehensive Community Engagement Plan for Save Mart Supermarkets, leading to the successful grand opening of Lucky's grocery store in the San Francisco Bayview Hunters Point neighborhood, recognized by the US Department of Agriculture as a food desert. The comprehensive community engagement plan focused on local hiring, local makers, local artists, and serving the local community, leading to staying power.
 - o Performing a Priority Initiatives Assessment and developing a Government Relations Strategy for the Museum of the African Diaspora's (MoAD) Board of Directors. The NKS assessment and recommendations assisted with MoAD's financial stability, government relations strategy, and enterprise growth. MoAD brings people of all ages, backgrounds, and ethnicities together in the heart of downtown San Francisco to discover the culture, history, and art of people of African descent.
 - o Facilitating the strategic planning process for the San Francisco Bay Area Rapid Transit Administrative, HR, Labor Management, and Procurement Divisions to support safe, reliable, and clean-quality transit service for the Bay Area's riders. Established Leaves Council to address absenteeism.
 - o Assisting construction and project management firms in reviewing contracts and writing RFP proposals and strategies. Provide policy analysis and review of government contracting laws, including strategic analysis and planning, issue management and monitoring, coalition building and grassroots support, and political environment analysis and advice.
 - o Working with public relations firms to combat the profoundly negative national and local media coverage of the San Francisco Doom Loop. Engaged San Francisco sources to develop a monthly fact sheet with data-driven counterarguments to every point plot for the press and corporate quarterly calls.
 - o Performing strategic fundraising for the Connect Bay Area regional campaign, aligning public, private, and philanthropic stakeholders to secure resources for a multi-county sales tax initiative aimed at stabilizing and sustaining critical public transportation systems, demonstrating fiscal leadership and regional coalition-building.

City & County of San Francisco

City Administrator

San Francisco, CA

2012 - 2021

- Managed/supervised General Services for the large-scale local government institution, overseeing the efficacy of government services for 25 departments, divisions, & programs, i.e., Public Works Dept., Dept. of Technology, Office of Contract Administration/ Purchasing, Real Estate, County Clerk, Grants for the Arts, Convention Facilities, Animal Care & Control, Medical Examiner, & Treasure Island.
- **Capital Planning:** In 2012, initiated the large-scale City's \$35B, 10-year capital plan as the Chair of the Capital Planning Committee, leading strategic planning to improve public infrastructure & facilities, ensuring accessibility, modernization, & safety in City planning. Collaborated with departments

and teams on capital planning, including securing bond approvals for public health and transportation, addressing climate change via planning/implementation of sea-level rise mitigation, which also boosted earthquake resiliency.

- o Integrity of the capital plan led to San Francisco voters approving nearly \$4B in general obligation bonds for infrastructure projects, since 2012; more than the previous 50 years of G.O. bonds combined.
- o National model has led to large infrastructure investment, while protecting taxpayers & maintaining the City/County's bond ratings.
- **Executive Leadership:** Oversaw the performance of ~2700 personnel and an annual budget of \$700M for the City/County, creating/overseeing Budget & Planning Team to improve financial management, policy analysis, and program evaluation; utilizing financial models and forecasting for City-wide work order programs and the elimination of structural deficits.
- **2020:** Launched/managed the City's comprehensive COVID-19/Coronavirus logistical response for City and County of San Francisco as the City Administrator & Policy Advisor to the Mayor; the program has been recognized as one of the most effective in the U.S.
 - o Led procurement of 75+M pieces of PPE, securing facilities (e.g., Moscone Center) to centralize City-wide emergency operations and response; including deployment of the Digital Services Team for coordination of COVID-19 testing & flu vaccinations, deployment of Community Education and Response Team to investigate health order violations and outreach efforts to businesses and residents, deployment of the Give 2SF donation program, and coordination/staffing of the Economic Recovery Task Force.
- **Strategic Initiatives:** Launched/restructured 11 new departments, divisions, & programs; building/reorganizing from the ground up, creating/implementing SOPs, roadmaps, & business processes to ensure operational efficiency and organizational effectiveness; leading strategic innovation by focusing efforts on driving expansion of government services to achieve growth strategy.
 - o For example: Contract Monitoring Division, Office of Short-Term Rentals, Digital Services, Office of Cannabis, Earthquake Safety Improvement Program, Office of Resilience and Recovery.
 - o Created successor agency, the Office of Community Investment & Infrastructure due to the dissolution of Redevelopment Agencies.
- **Program Management/Economic Development:** Launched the Local Hire program roll-out in 2012, which added 145,000 jobs to the San Francisco region; resulting in unemployment rate dropping from 9.6% in 2012 to 3.7% by November 2019.
- **Visionary/Policy Management:** Coordinated efforts to re-envision San Francisco's public housing policy by conducting intensive stakeholder meetings to identify challenges and issues facing local public housing; making recommendations to improve Housing Authority management. Innovation led to initiation of a \$2B project to transfer 3,500 public housing units across 29 sites to private, community-based non-profits, and invest \$700M in much needed capital improvements; this program led to the improving of living conditions for more than 10,000 low-income residents.
- **Emerging Technology Projects for Advancement:** Oversaw/managed the Chief Information Officer and Chief Information Security Officer; City projects focused on network cybersecurity & maintenance. As Chair of the Committee on Information & Technology (COIT), oversaw/managed the 5-year Integrated Communication Technology (ICT) plans, budget, & projects for all City departments.
- **Strategic Partnerships:** Oversaw/managed private & public partnerships, e.g., celebration of the San Francisco City Hall Centennial, and the convening of the Bay Area Women's Summit.
 - o **Development:** Oversaw Treasure Island Development Authority to manage the redevelopment of the former Naval base, producing open space, hotels, restaurants, retail, & entertainment venues, and a new San Francisco neighborhood of up to 8,000 homes to be offered at below-market rates.
 - o **Community Collaborations:** Created the Yerba Buena Gardens Conservancy to program, operate, maintain, and improve San Francisco's Yerba Buena Gardens; in conjunction with non-profit cultural organizations and commercial tenants. Appoint members of the Board of Directors, provided oversight as the landlord with auditing and technical advice.

City & County of San Francisco
City Purchaser

San Francisco, CA
2004-2012

- o Oversaw and managed approximately \$250 million in materials and supplies and approved approximately \$500 million in professional service contracts supporting the operations of City departments providing public services. Developed and administered policies and procedures for procurements and contracts.

BOARD APPOINTMENTS

San Francisco Community Investment Fund

2012 -2021

- Awarded \$190M in New Market tax credits, of which \$165M was deployed/committed to help finance the construction of projects in San Francisco's low-income neighborhoods including, the Boys and Girls Club San Francisco, American Conservatory Theatre's Strand Theatre South of Market, the Manufacturing Foundry, Geneva Car Barn, Meals on Wheels, et al.
- As Board Secretary, initiated policy to reinvest fees collected to fund tenant improvements for non-profits. Established a first of its kind program to serve as the financial institution on loan contracts with pre-qualified Small Local Business Enterprises, providing initial seed money for the Contractor Accelerated Payment Program (CAPP) of up to \$1M.

University of San Francisco Board of Trustees

2016 - Present

- Chair of the University Life Committee that ensures comprehensive programs, policies, and practices are established to serve the developmental needs of a diverse student body and represent these needs to the Board; also, review Title IX investigations.
- Member of the Investment Committee overseeing the \$537 million endowment; approve asset class allocation, review the allocations, review and make recommendations to the consolidated investment portfolio and individual investment manager performance.
- Member of the Committee on Trustees evaluating the performance of trustees, nominating, recruiting and cultivating a diverse pool of candidates for trusteeship; and recommending schedule of retreats and orientations.
- Member of the Audit Committee that oversee the University's major business and financial risks to assure the Board of Trustees that the risks which could cause a significant financial loss and/or related damage to the University's reputation are being identified and managed appropriately.
- Member of the Executive Committee that prepares the agenda for the full Board of Trustees and acts at the Bylaws Committee.



CITY COUNCIL REPORT

11.B.

DATE: JUNE 16, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: REVISED PROPOSED FISCAL YEAR (FY) 2026/27 OPERATING AND CAPITAL BUDGET

RECOMMENDATION

Staff recommends that the City Council review the updated Revised Proposed Budget, provide direction on any changes, and direct staff to prepare the Final Proposed Budget for adoption on June 23, 2026.

BACKGROUND

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. City staff are responsible for preparing a proposed budget for City Council's consideration, modification, and adoption.

On January 14, 2026, the Finance Subcommittee held a budget planning meeting during which the Subcommittee reviewed the FY 2026/27 budget development process and timeline.

On February 18, 2026, the Finance Subcommittee held its second budget planning meeting, during which it received a report on staff-identified anticipated opportunities and challenges for FY 2026/27, as well as a presentation on the preliminary General Fund long-term financial forecast. Following the discussion, the Subcommittee directed staff to plan a budget workshop that would include presentations from each City department.

On March 31, 2026, the City Council held a budget workshop where departments presented their operational plans and preliminary budgets for FY 2026/27. At that meeting, the Council directed staff to prepare three-, six-, and ten-percent budget reduction scenarios to address the projected budget deficits reflected in the long-term financial forecast.

On April 29, 2026, the Finance Subcommittee reviewed the preliminary General Fund baseline budget, long-term forecast, and Capital Improvement Plan (CIP) projects.

On May 5, 2026, the City Council received a comprehensive presentation of the Preliminary Proposed FY 2026/27 Operating and Capital Budget. The Council discussed various options for closing the budget gap and directed the Finance Subcommittee to continue the discussion and develop recommendations. The Council also directed staff to update the budget reduction scenarios to include additional detail related to service impacts.

On May 20, 2026, the Finance Subcommittee reviewed department proposed reductions and directed staff to prepare four to six percent reductions, aiming for the higher end. The Subcommittee also acknowledged that some departments may be unable to meet the full six percent reduction without affecting existing staff.

On June 2, 2026, the City Council received the Revised Proposed FY 2026/27 Operating and Capital Budget, which incorporated the budget reductions targeting six percent, along with several other items for consideration to help close the structural deficit. The City Council provided direction for a number of changes, which are outlined in the following section.

For the June 16, 2026 meeting, staff recommends that the City Council review the updated Revised Proposed Budget, provide direction on any changes, and direct staff to prepare the Final Proposed Budget for adoption on June 23, 2026.

REVIEW AND ANALYSIS

The FY 2026/27 Preliminary Proposed Budget presented in May reflected a structural deficit of \$4,284,970, reflecting total ongoing revenues of \$29,046,824 and ongoing expenditures of \$33,331,794. This gap highlighted the need for corrective action to balance the budget not only for the upcoming year but for future years as well, given that the City is projected to fully deplete the Section 115 Trust by FY 2029/30 under the current model.

To address the structural deficit, staff developed the Preliminary Proposed Long-term Financial Forecast, incorporating the “Yellow Brick Road” model. The model outlines a pathway of potential measures to reduce projected deficits through the annual budget process. In addition, it treats the Section 115 Trust transfer as one-time revenue, highlighting the actual structural deficits.

As described above, the City Council and Finance Subcommittee directed staff to prepare budget reduction scenarios targeting overall six percent reductions to eliminate the structural deficit and produce a balanced budget that includes measures for long-term fiscal sustainability. Staff conducted internal meetings and completed a detailed review of every line item in each department’s budget, resulting in total reductions of \$1,579,864. These reductions included travel and training, memberships, software, office expenses, printed communications, employee engagement and wellness programs, professional services, and City-sponsored events and community services. Staff also identified several items for consideration to close the remaining deficit, including the following:

- Fire Dept Annexation (Parcel Revenue Only) - \$1,066,966
- Pinole Fire UAL from 115 Trust (Interest Earnings) - \$619,051
- Removal of 3% Cost-of-Living Wage Increase - \$490,000
- PCTV Reduction to Match Revenue - \$480,000

With the reductions described above, the Revised Proposed Budget presented on June 2, 2026 reflected an estimated deficit of \$49,089, with total revenues of \$29,665,875 and expenditures of \$29,714,964. The City Council directed staff to make several modifications, including restoring several items. In addition, staff identified other areas for reductions, including freezing several positions. The changes are as follows:

- Restoration of PCTV - (\$480,000)
- Restoration of Senior Lunch Day - (\$15,000)
- Removal of City Council Interns - \$8,700
- Reallocate Public Works Positions to Projects - \$235,924
- Freeze Vacant Community Services Officer - \$123,577
- Freeze Vacant Police Records Specialist - \$110,709
- Modify Attrition to Capture Benefits - \$65,000
- Reduce City Manager Budget - \$400

With the modified reductions described above, the Revised Proposed Budget is now balanced to a surplus of \$221, with revenues and expenditures of approximately \$29.7 million. With this structurally balanced budget and its constraints, there is no capacity to add new expenditures. Any increase will require an equivalent reduction in another area. Table 1 below provides a breakdown of the proposed budget and the balancing measures. The Long-Term Financial Forecast (Yellow Brick Road) (Attachment A) has also been updated to reflect the changes.

Table 1 – Comparison of FY 2025/26 and FY 2026/27 General Fund Budget

	FY 2025/26 Adopted Budget	FY 2026/27 Preliminary Proposed Budget	FY 2026/27 Proposed Reductions	FY 2026/27 Revised Proposed Budget	\$ Change Adopted to Revised Proposed	% C Ado Re Pro
Revenues						
Property Taxes	\$ 6,698,790	\$ 6,771,860	\$ -	\$ 6,771,860	\$ 73,070	
Sales and Use Taxes	4,567,189	4,695,780		4,695,780	128,591	
Sales and Use Taxes - Measure S 2006	2,599,000	2,672,000		2,672,000	73,000	
Sales and Use Taxes - Measure S 2014	2,599,000	2,672,000		2,672,000	73,000	
Sales and Use Taxes - Measure I 2024	2,599,000	2,672,000		2,672,000	73,000	
Utility Users Taxes (UUT)	2,345,000	2,737,490		2,737,490	392,490	
Franchise Taxes	850,000	832,000		832,000	(18,000)	
Transient Occupancy Tax (TOT)	400,000	350,000		350,000	(50,000)	
Business License Tax	469,200	460,000		460,000	(9,200)	
Intergovernmental Taxes	2,513,149	2,579,433		2,579,433	66,284	
Permits	301,700	328,000		328,000	26,300	
Fees	132,309	111,734		111,734	(20,575)	
Charges for Services	1,861,497	1,926,047		1,926,047	64,550	
Other Revenues	366,619	238,480		238,480	(128,139)	
Transfers In - Section 115 Trust	3,235,445			-	(3,235,445)	
Total Revenues	31,537,898	29,046,824	-	29,046,824	(2,491,074)	
Expenditures						
Salaries and Wages	10,526,279	11,024,586	(674,000)	10,350,586	(175,693)	
Benefits - PERS	4,437,115	4,866,595		4,866,595	429,480	
Benefits - Other Benefits	3,741,236	4,066,917		4,066,917	325,681	
Professional Services	2,051,914	2,154,632	(699,831)	1,454,801	(597,113)	
Fire Services Contract	6,115,941	6,579,529		6,579,529	463,588	
Fire-Related City Obligations	745,616	814,051		814,051	68,435	
Other Operating	378,156	381,506	(1,000)	380,506	2,350	
Materials and Supplies	184,998	223,200	43,000	266,200	81,202	
Interdepartmental Charges	(665,537)	(642,580)		(642,580)	22,957	
Capital Outlay	191,440	189,440	(9,500)	179,940	(11,500)	
Debt Service	653,545	678,546		678,546	25,001	
Transfers Out - Operating Subsidy	3,176,407	2,995,373	(238,533)	2,756,840	(419,567)	
Total Expenditures	31,537,110	33,331,794	(1,579,864)	31,751,930	214,820	
Net Surplus/(Deficit)	788	(4,284,970)		(2,705,106)		
Fire Dept Annexation (Parcel Revenue Only)				1,066,966		
Pinole Fire UAL from 115 Trust (Interest Earnings)				619,051		
Removal of 3% Cost-of-Living Wage Increase				490,000		
PCTV Reduction to Match Revenue				480,000		
Estimated Ending Surplus/(Deficit), June 2, 2026				(49,089)		
Remaining Beginning Surplus/(Deficit)				(49,089)		
Restoration of PCTV				(480,000)		
Restoration of Senior Lunch Day				(15,000)		
Removal of City Council Interns				8,700		
Reallocate Public Works Positions to Projects				235,924		
Freeze Vacant Community Services Officer				123,577		
Freeze Vacant Police Records Specialist				110,709		
Modify Attrition				65,000		
Reduce City Manager Budget				400		
Revised Estimated Ending Surplus/(Deficit), June 16, 2026				\$ 221		

Please note that an updated operating budget document is not attached to this staff report

because no changes have been made since the Preliminary Proposed Budget on May 5, 2026. Once the City Council approves any final adjustments, staff will enter them into the City's financial system and produce the Final Proposed Budget for adoption on June 23, 2026.

FISCAL IMPACT

There is no fiscal impact associated with this report. The budget itself outlines the City's financial plan for FY 2026/27.

ATTACHMENTS

- A. Long-Term Financial Forecast (Yellow Brick Road)

DRAFT
City of Pinole
Revised Proposed Long-Term Financial Forecast
(Yellow Brick Road)

	2026B	2027F (1ST)	2027F	2028F	2029F	2030F	2031F	2032F	2033F	2034F	2035F	2036F	CAGR
REVENUES & SOURCES													
311 - PROPERTY TAXES	6,698,790	6,899,754	6,771,860	7,022,419	7,282,248	7,551,692	7,831,104	8,120,855	8,421,327	8,732,916	9,056,034	9,391,107	3%
312 - SALES AND USE TAXES	12,364,189	12,563,278	12,711,780	13,016,863	13,381,335	13,742,631	14,113,682	14,494,751	14,886,110	15,288,035	15,700,812	16,124,733	3%
313 - UTILITY USERS TAX	2,345,000	2,532,600	2,737,490	2,819,615	2,904,203	2,991,329	3,081,069	3,173,501	3,268,706	3,366,767	3,467,770	3,571,804	4%
314 - FRANCHISE TAXES	850,000	901,000	832,000	856,960	882,669	909,149	936,423	964,516	993,452	1,023,255	1,053,953	1,085,571	2%
315 - OTHER TAXES	876,172	902,457	817,140	841,654	866,904	892,911	919,698	947,289	975,708	1,004,979	1,035,129	1,066,182	2%
321 - INTERGOVERNMENTAL TAXES	2,513,149	2,612,475	2,579,433	2,674,872	2,773,842	2,876,474	2,982,904	3,093,271	3,207,722	3,326,408	3,449,485	3,577,116	4%
323 - STATE GRANTS	73,022	73,022	143,340	73,022	73,022	73,022	73,022	73,022	73,022	73,022	73,022	73,022	0%
324 - OTHER GRANTS	72,025	25,209	-	-	-	-	-	-	-	-	-	-	-100%
332 - PERMITS	301,700	310,751	328,000	337,840	347,975	358,414	369,167	380,242	391,649	403,399	415,501	427,966	4%
341 - REVIEW FEES	25,500	36,922	-	-	-	-	-	-	-	-	-	-	-100%
342 - OTHER FEES	64,809	54,991	72,234	74,401	76,633	78,932	81,300	83,739	86,251	88,839	91,504	94,249	4%
343 - ABATEMENT FEES	42,000	20,223	39,500	40,685	41,906	43,163	44,458	45,791	47,165	48,580	50,037	51,539	2%
351 - FINES AND FORFEITURE	15,550	13,735	16,400	13,735	13,735	13,735	13,735	13,735	13,735	13,735	13,735	13,735	-1%
361 - PUBLIC SAFETY CHARGES	1,861,497	1,954,572	1,926,047	2,022,349	2,123,467	2,229,640	2,341,122	2,458,178	2,581,087	2,710,142	2,845,649	2,987,931	5%
370 - INTEREST AND INVESTMENT INCOME	100,000	61,845	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	-6%
381 - RENTAL INCOME	81,450	83,894	-	-	-	-	-	-	-	-	-	-	-100%
383 - REIMBURSEMENTS	11,500	11,615	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	-1%
384 - OTHER REVENUE	5,100	5,151	5,100	5,203	5,255	5,307	5,360	5,414	5,468	5,523	5,578	5,634	1%
392 - PROCEEDS FROM SALE OF PROPERTY	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0%
399 - TRANSFERS IN	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES AND SOURCES	28,302,453	29,064,493	29,046,824	29,866,117	30,839,693	31,832,899	32,859,544	33,920,805	35,017,901	36,152,098	37,324,707	38,537,088	3%
EXPENDITURES & USES, BY ACCOUNT GROUP													
401 - SALARIES AND WAGES	9,750,688	10,043,209	9,983,165	9,891,408	9,990,322	10,090,225	10,191,127	10,293,039	10,395,969	10,499,929	10,604,928	10,710,977	1%
402 - OVERTIME	535,649	551,718	635,295	641,648	648,064	654,545	661,090	667,701	674,378	681,122	687,933	694,812	3%
403 - OTHER PAY	539,942	556,140	556,126	561,687	567,304	572,977	578,707	584,494	590,339	596,242	602,205	608,227	1%
405 - SALARY SAVINGS	(300,000)	(300,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	-7%
410 - EMPLOYEE BENEFITS (EXCL. PERS)	2,358,236	2,675,483	2,600,940	2,732,911	2,896,886	3,070,699	3,254,941	3,450,237	3,657,252	3,876,687	4,109,288	4,355,845	6%
410 - PERS ONLY	4,437,115	4,842,565	4,866,592	5,109,922	5,365,418	5,633,689	5,915,373	6,211,142	6,521,699	6,847,784	7,190,173	7,549,681	5%
411 - RETIREE BENEFITS	1,383,000	1,419,600	1,465,980	1,553,939	1,647,175	1,746,006	1,850,766	1,961,812	2,079,521	2,204,292	2,336,549	2,476,742	6%
421 - PROFESSIONAL AND TECHNICAL SERVICES	1,248,420	1,144,372	1,332,632	1,372,611	1,413,789	1,456,202	1,499,889	1,544,885	1,591,232	1,638,969	1,688,138	1,738,782	3%
FIRE SERVICE CONTRACT	6,115,941	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	6,579,529	1%
FIRE PROFESSIONAL SERVICES (CITY COSTS)	745,616	814,501	814,051	838,473	863,627	889,536	916,222	943,708	972,019	1,001,180	1,031,215	1,062,152	4%
422 - OFFICE EXPENSES	119,755	102,012	100,875	104,337	106,731	109,198	111,738	114,355	117,050	119,825	122,685	125,630	0%
423 - TRAVEL, TRAINING & MEETING COSTS	250,435	247,040	270,974	254,452	262,085	269,948	278,046	286,388	294,979	303,829	312,943	322,332	3%
424 - DUES, PUBLICATIONS AND ADVERTISING	46,869	44,869	49,884	44,869	44,869	44,869	44,869	44,869	44,869	44,869	44,869	44,869	0%
425 - ADMINISTRATIVE EXPENSES	388,435	402,788	400,267	418,070	434,034	450,716	468,155	486,392	505,469	525,432	546,331	568,215	4%
431 - UTILITIES	374,000	388,640	377,350	404,350	420,815	438,077	456,182	475,177	495,114	516,046	538,032	561,133	4%
432 - TAXES	4,156	4,156	4,156	4,156	4,156	4,156	4,156	4,156	4,156	4,156	4,156	4,156	0%
443 - OTHER MATERIALS AND SUPPLIES	148,700	153,161	188,700	194,361	200,192	206,198	212,384	218,755	225,318	232,077	239,040	246,211	5%
444 - CLOTHING AND UNIFORMS	36,298	37,387	34,500	35,535	36,601	37,699	38,830	39,995	41,195	42,431	43,704	45,015	2%
461 - INDIRECT COST ALLOCATIONS	(1,452,408)	(1,495,800)	(1,457,096)	(1,417,211)	(1,431,383)	(1,445,697)	(1,460,154)	(1,474,755)	(1,489,503)	(1,504,398)	(1,519,442)	(1,534,636)	1%
462 - INSURANCE	786,871	802,608	814,516	847,097	880,981	916,220	952,869	990,983	1,030,623	1,071,847	1,114,721	1,159,310	4%
471 - FURNITURE, FIXTURES & EQUIPMENT	33,540	32,474	33,540	33,448	34,452	35,485	36,550	37,646	38,776	39,939	41,137	42,371	2%
472 - IMPROVEMENTS	155,900	140,000	155,900	160,577	165,394	170,356	175,467	180,731	186,153	191,737	197,489	203,414	3%
481 - DEBT SERVICE	653,545	675,000	678,546	700,000	720,000	793,000	793,000	793,000	793,000	793,000	887,500	887,500	3%
491 - TRANSFERS OUT	3,176,407	3,254,194	2,995,373	3,085,234	3,177,791	3,273,125	3,371,319	3,472,458	3,576,632	3,683,931	3,794,449	3,908,282	2%
TOTAL EXPENDITURES AND USES	31,537,110	33,115,647	33,331,794	34,001,401	34,878,831	35,846,757	36,781,053	37,756,696	38,775,766	39,840,455	41,047,572	42,210,551	3%

DRAFT
City of Pinole
Revised Proposed Long-Term Financial Forecast
(Yellow Brick Road)

	2026B	2027F (1ST)	2027F	2028F	2029F	2030F	2031F	2032F	2033F	2034F	2035F	2036F	CAGR
STRUCTURAL SURPLUS/(DEFICIT)	(3,234,657)	(4,051,155)	(4,284,970)	(4,135,284)	(4,039,138)	(4,013,858)	(3,921,509)	(3,835,891)	(3,757,865)	(3,688,357)	(3,722,865)	(3,673,462)	
6% DEPT EXPENDITURE CUTS FY 2026/27			1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964	1,399,964
PINOLE FIRE ANNEXATION FY 2026/27			1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966	1,066,966
3% COST OF LIVING WAGE INCREASES			490,000	490,000	490,000	490,000	490,000	490,000	490,000	490,000	490,000	490,000	490,000
REALLOCATE PUBLIC WORKS POSITIONS TO PROJECTS			235,924	235,924	235,924	235,924	235,924	235,924	235,924	235,924	235,924	235,924	235,924
FREEZE VACANT POLICE OFFICER			174,000										
FREEZE COMMUNITY SERVICES OFFICER			123,577										
FREEZE POLICE RECORDS SPECIALIST			110,709										
MODIFY ATTRITION			65,000										
NEW REVENUES/EXPENDITURE CUTS FY 2027/28				292,426									
NEW REVENUES/EXPENDITURE CUTS FY 2028/29					163,780								
NEW REVENUES/EXPENDITURE CUTS FY 2029/30						104,375							
NEW REVENUES/EXPENDITURE CUTS FY 2030/31							-						
TRANSFERS IN FROM SECTION 115 TRUST (\$15M)	3,235,445	3,332,508	619,051	650,004	682,504	716,629	728,655	643,037	565,011	495,503	530,011	480,608	
NET FAVORABLE/(UNFAVORABLE)	788	(718,647)	221	(0)	(0)	0	(0)	(0)	(0)	(0)	(0)	(0)	(0)



CITY COUNCIL REPORT

12.A.

DATE: JUNE 16, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Eric Casher, City Attorney, N/A, eric@redwoodpubliclaw.com
Lilly Whalen, Community Development Director, 510-724-9832,
lwhalen@pinole.gov

SUBJECT: APPROVE A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF PINOLE AND AMERICAN POSTAL INFRASTRUCTURE (APFI) FOR THE SALE OF PROPERTY LOCATED AT 2101 PEAR STREET (POST OFFICE)

RECOMMENDATION

Staff recommends that the City Council Adopt a Resolution (Attachment A), to approve a Purchase and Sale Agreement to sell property located at 2101 Pear Street, which is currently leased to the USPS for a Post Office, to APFI – California, LLC and authorize the City Manager to execute the Purchase and Sale Agreement (Attachment B)

BACKGROUND

In 1960 the City leased a portion of the property located next to the current City Hall property to the United States Postal Service (“USPS”) for use as the Pinole Post Office. The original lease was extended several times, and the City and USPS entered into new leases in 2000 and 2014. The most recent lease was executed on November 6, 2014 and was extended in 2025 to August 31, 2030.

In fall of 2025 the City was approached by American Postal Infrastructure (APFI – California, LLC) with an offer to purchase the post office parcel and assume the existing USPS lease. APFI – California, LLC is a real estate investment entity that acquires and manages properties with established, long-term commercial or governmental tenants. Their business operations focus on maintaining existing uses of properties they acquire. As part of their proposal, APFI indicated that the facility at 2101 Pear Street will continue to operate as the Pinole Post Office under the existing lease terms. The City negotiated a purchase price of \$902,500 for the parcel.

The parcel leased to USPS includes the majority of the City Hall parking lot at 2131 Pear Street, which is a larger City-owned parcel. See Figure 1, below.

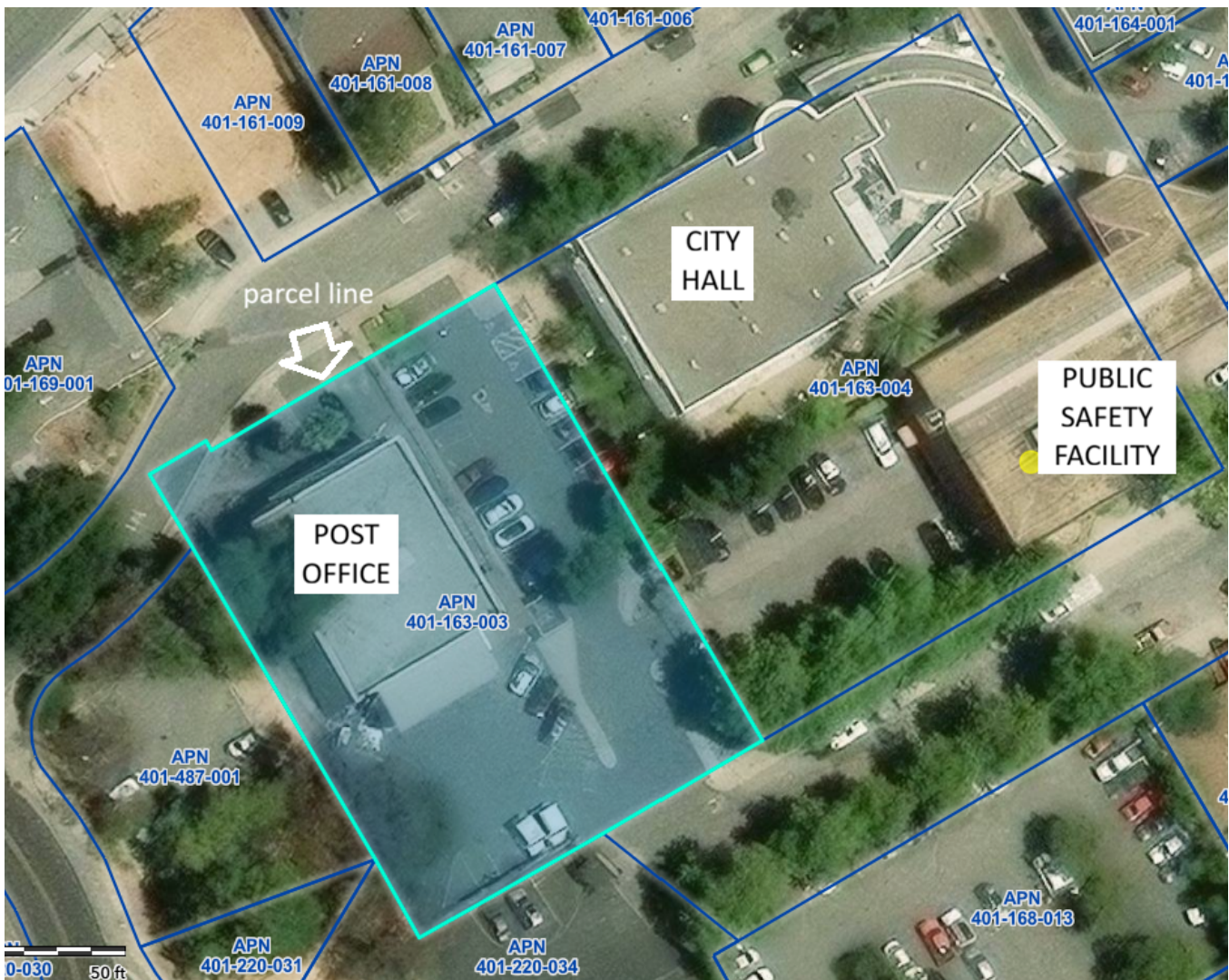


Figure 1: Location Map with Parcel Lines

REVIEW AND ANALYSIS

As required by Government Code Section 65402, the Planning Commission reviewed the proposed sale of the property to determine whether the disposition conforms to the City's adopted General Plan. At its March 23, 2026 meeting, the Commission adopted Resolution 26-04 (Attachment C) finding the disposition consistent with the General Plan. The Commission's determination noted that the land use designation of Old Town Sub-Area (OTSA) allows public/quasi-public/institutional uses, that the existing use as a Post Office is consistent with the PQI designation, and that the sale does not change the allowable land uses or development standards applicable to the site.

Because the City Hall parking lot is located on the same legal parcel as the Post Office, a lot line adjustment is required to separate the parking lot from the portion of the property proposed for sale. The lot line adjustment will remove the City Hall parking lot and a portion of Pear Street from the legal description of the Post Office parcel. The adjustment will be recorded at the time of closing to ensure that the parking lot remains part of the City Hall property, regardless of whether the sale proceeds.

At the time of closing, the City and APFI will enter into an assignment and assumption agreement, pursuant to which APFI will assume all the rights and obligations under the USPS lease. The continuation of the USPS lease ensures that postal services at 2101 Pear Street will remain in place, and the use of the facility as the Pinole Post Office will not change as a result of the sale.

Environmental Status

The proposed sale is not subject to the California Environmental Quality Act (CEQA) pursuant to the general rule in CEQA Guidelines Section 15061(b)(3). This exemption applies where it can be determined with certainty that the activity in question will not result in a significant effect on the environment. The proposed disposition is limited to the sale of an existing developed property and does not authorize any physical changes or development. Accordingly, there is no possibility that the sale will have a significant environmental effect, and the action is not subject to CEQA.

FISCAL IMPACT

The City currently receives \$95,003 annually in lease income from the United States Postal Service for operation of the Pinole Post Office. This revenue is offset by ongoing maintenance responsibilities for the building, which was constructed in 1960 and remains a City-maintained facility under the current lease terms.

Based on service records from the last year, Public Works staff responded to approximately 12 maintenance calls, ranging from thermostat adjustments to plumbing repairs, at an estimated annual cost of \$5,100. Contracted mechanical services totaled \$10,820 over the same period for HVAC and water-heater repairs. The City also incurs a quarterly HVAC air-filter service contract of \$2,600 annually, and last year completed a front lobby door replacement costing \$3,500. When annualized, the complete interior and exterior repainting performed within the last five years adds approximately \$13,600 per year to the maintenance lifecycle cost of the building.

Altogether, the estimated annual maintenance cost is approximately \$35,620, resulting in a net annual lease revenue of approximately \$59,383 to the City.

Although the building has been consistently maintained and the HVAC system is currently in good working order with no pending major repairs, the facility is now over 60 years old. Deferred-maintenance considerations should be anticipated, including eventual roof replacement (last replaced in 1990), future HVAC lifecycle replacements, and general rehabilitation of aging building systems typical of structures from this era. These future capital needs are not currently budgeted.

If the City retains ownership of the property, it will continue receiving a reliable annual net revenue of approximately \$59,383, while remaining responsible for routine maintenance and future capital improvements associated with an aging facility. Staff time dedicated to service calls—currently averaging about one per month—would also continue.

Alternatively, selling the property would provide a one-time revenue of \$902,500, which may be directed toward priority capital improvements elsewhere in the City. The sale would

eliminate ongoing maintenance obligations and remove the City's future exposure to major capital costs. However, the ongoing revenue stream would be discontinued, requiring the City to weigh the long-term value of stable lease income against the immediate benefit of a significant capital infusion and the reduction of long-term facility liability.

ATTACHMENTS

- A. Resolution
- B. Post Office PSA - Execution Copy with Exhibits
- C. 26-04 Resolution Post Office GP Consistency

RESOLUTION NO. 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING
A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF
PINOLE AND APIF – CALIFORNIA, LLC FOR THE SALE OF PROPERTY
LOCATED AT 2101 PEAR STREET AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE PURCHASE AND SALE AGREEMENT**

WHEREAS, the City of Pinole (the “**City**”) is the owner of certain property located at 2101 Pear Street in the City, known as County Assessor’s Parcel Number 401-163-003-7, located on property commonly known as 2101 Pear St., Pinole, CA 94564 (the “**Property**”); and

WHEREAS, the Property was initially leased to the United States Postal Service (“**USPS**”) in 1960, and has continued to be used to the USPS through amendments or new leases, with the most recent lease executed on November 6, 2014 (as amended in 2025, the “**USPS Lease**”); and

WHEREAS, the City received an offer from APIF – California, LLC (the “**Buyer**”) to purchase the Property and assume all rights and obligations under the USPS Lease; and

WHEREAS, the City Hall parking lot is located on a portion of the Property, requiring the City to prepare a lot line adjustment to remove the City Hall parking lot and thus creating a new parcel (the “**Post Office Property**”).

WHEREAS, the City and the Buyer have negotiated a Purchase and Sale Agreement and Joint Escrow Instructions (the “**Purchase Agreement**”), substantially in the form on file with the City Clerk, setting forth the terms and conditions under which City will sell the Property to the Buyer; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Purchase Agreement and believes that the sale of the Property pursuant to the Purchase Agreement is in the best interests of the City of Pinole and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE DOES
RESOLVE AS FOLLOWS:**

SECTION 1. The City Council finds and determines that the recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves the sale of the Post Office Parcel pursuant to the Purchase and Sale Agreement substantially in the form on file with the City Clerk.

SECTION 3. The City Manager (or his or her designee) is hereby authorized to make revisions to the Purchase Agreement, in consultation with the City Attorney,

that do not materially or substantially increase the City obligations thereunder, to execute the Purchase Agreement, to record the lot line adjustment, to make all approvals and take all actions necessary or appropriate to carry out the Purchase Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Purchase Agreement, this Resolution and any related documents.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 16th day of June, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 16th day of June, 2026.

Heather Bell-Spears, CMC
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of the "**Effective Date**" (as defined below) between the **City of Pinole**, a California municipal corporation ("**Seller**"), and **APIF – California, LLC**, a Delaware limited liability company ("**Purchaser**"). Seller and Purchaser are collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, Seller owns certain real property known as Assessor Parcel Number 401-163-003-7, located on property commonly known as 2101 Pear St., Pinole, CA 94564 (the "**City Property**"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Seller has leased a portion of the City Property to the United States Postal Service (the "**USPS Premises**") for use as a post office pursuant to that certain lease dated November 6, 2014 (the "**USPS Lease**"); and

WHEREAS, Purchaser desires to purchase the fee simple interest in the real property that comprises the USPS Premises, together with the building, improvements and fixtures located thereon (collectively, the "**Property**") and to take an assignment of the USPS Lease; and

WHEREAS, in order to sell the USPS Premises, Seller will be recording a lot line adjustment to create the legal parcel that comprises the USPS Premises (the "**Lot Line Adjustment**"), as more particularly described in Exhibit B and depicted in Exhibit C, each of which are attached to this agreement and incorporated herein by this reference; and

WHEREAS, Seller will record the Lot Line Adjustment creating the new parcel in conjunction with Closing (defined below); and

WHEREAS, Seller desires to sell, and Purchaser agrees to purchase, the Property in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF RECITALS; AGREEMENT TO SELL AND PURCHASE.

- 1.1 Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.
- 1.2 Effective Date. The "**Effective Date**" shall be the later date of Purchaser or Sellers execution of this Agreement; provided, however, that this Agreement shall automatically be null and void and of no further force and effect if the last party to execute this Agreement does not do so within thirty (30) days following the date that such party has received the necessary approval needed from its governing board.
- 1.3 Purchase and Sale of Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser hereby agrees to acquire the Property from Seller. The Property will be conveyed by Seller to Purchaser in an "as is" condition, with no warranty, express or implied, by Seller as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Seller from disclosure of any such conditions of which Seller has actual knowledge.

- 1.4 Assignment of USPS Lease. Seller agrees to assign the USPS Lease to Purchaser, and Purchaser agrees to enter into an assignment agreement to assume the of the USPS Lease, substantially in the form attached as Exhibit D attached hereto and incorporated by this reference (the "**Assignment Agreement**").

2. PURCHASE PRICE AND PAYMENT.

- 2.1 Purchase Price. The purchase price for the Property to be paid by the Purchaser to the Seller (the "**Purchase Price**") is Nine Hundred and Two Thousand Five Hundred Dollars and no/100 (**\$902,500.00**).
- 2.2 Payment of Purchase Price. The Purchase Price will be paid in immediately available funds to Seller from Purchaser at Closing.
- 2.3 Escrow Account. Seller will open an escrow account (the "**Escrow**") to be maintained by Old Republic Title Company as Escrow No. 0147029278, located at 1000 Burnett Ave., Suite 400, Concord, CA 94523, Attn: Shannon McBee (the "**Escrow Holder**"). Escrow Holder shall perform all escrow and title services in connection with this Agreement.
- 2.4 Opening of Escrow. Within five (5) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "**Opening of Escrow.**"
- 2.5 Purchaser's Deposit. Within five (5) Business Days of the Effective Date, Purchaser shall remit a deposit in the amount Thirty Thousand Dollars and no/100 (**\$30,000.00**) (the "**Deposit**") to Escrow Holder, which shall be credited against the Purchase Price. Interest earned on the Deposit, if any, shall be deemed earned by Purchaser.

3. INSPECTIONS AND APPROVALS.

- 3.1 Inspections and Approvals. Purchaser shall have thirty-five (35) days (the "**Study Period**"), commencing on the Effective Date to conduct any and all inspections and studies relating to (i) the condition of the Property and (ii) the feasibility of Purchaser's proposed use of the Property, including, but not limited to Phase I and Phase II environmental inspections (collectively, the "**Inspections**"). Purchaser shall be entitled to extend the Study Period one time for thirty (30) days by giving Seller written notice thereof at least two (2) days prior to the expiration of the Study Period. Seller shall permit Purchaser and Purchaser's agents and representatives ("**Consultants**") access to the Property to conduct Inspections. All physical inspections must be coordinated with Seller's representative. Purchaser hereby agrees to indemnify and hold Seller harmless for any damage to the Property caused by Buyer's inspections. Purchaser may, at any time prior to the expiration of the Study Period, terminate this Agreement for any reason or no reason whatsoever, by delivering written notice thereof to Seller. If Purchaser does not elect in writing to move forward with the transaction on or prior to the expiration of the Study Period for any reason, including, without limitation, as specified in Section 3.4.2 herein, then Purchaser shall be deemed to elect to terminate this Agreement in its entirety, which automatic termination Purchaser may waive in writing prior to expiration of such Study Period. If this Agreement is terminated prior to the end of the Study Period, the Deposit shall be promptly refunded to Purchaser, and neither party shall thereafter have any further rights, obligations, or liability hereunder.
- 3.2 Seller Documents. Within five (5) business days after the Effective Date, Seller shall provide to Purchaser copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to agreements, plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Seller has in its possession.
- 3.3 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

3.4 Title and Survey.

3.4.1 Purchaser may obtain a title insurance commitment ("**Title Commitment**") and a survey covering the Property ("**Survey**" and together with the Title Commitment, the "**Title Documents**"). Purchaser shall accept title to the Property subject only to the following, provided that such items permit the Property to continue in its current use: (i) standard exceptions contained in the Title Commitment, and (ii) any exceptions and matters approved in writing by Purchaser (collectively, the "**Permitted Exceptions**"). Seller shall discharge any (i) deeds of trust, (ii) mortgages, (iii) monetary liens, (iv) options to purchase, (v) rights of first refusal and/or first offer, and (vi) any monetary liens and/or fines and penalties which encumber the Property (collectively, "**Mandatory Cure Items**") Purchaser may, at its option, discharge same at Closing and receive a credit against the Purchase Price for the actual cost incurred if Seller fails to cure any Mandatory Cure Item.

3.4.2 On or before twenty (20) days after Purchaser's receipt of the Title Commitment (the "**Title Objection Deadline**"), Purchaser shall give a written notice (the "**Objection Notice**") to Seller of any objectionable matter set forth in the Title Documents (the "**Objections**"). If Seller (i) does not agree to cure all of such Objections or (ii) fails to respond to the Objection Notice within seven (7) days after Seller's receipt of same with written statement evidencing that Seller shall cure the same prior to Closing, Purchaser may (A) waive all applicable Objections and proceed with transaction contemplated herein, or (B) terminate this Agreement within ten (10) days of receipt of Seller's response or omission thereof. If Purchaser terminates the Agreement pursuant to subdivision (B), the Deposit shall promptly be refunded to Purchaser, and neither party shall thereafter have any further rights, obligations, or liability hereunder.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Prior to Closing, Seller shall: (i) keep the Property insured under existing insurance policies and operate the Property in the ordinary course of business; (ii) not enter into (a) any new lease affecting any Property (each a "**New Lease**" and collectively, the "**New Leases**"), (b) renew, extend, modify, terminate or accept surrender of the USPS Lease, or (c) institute or prosecute available remedies for default under the USPS Lease without obtaining the written consent of Purchaser; (iii) not create or cause an encumbrance attaching to the Property; (iv) not enter into new service contracts or operating or maintenance agreements affecting the Property which will survive Closing; and (v) to the extent permitted by law, cooperate in good faith with Purchaser in filing any applications for development and/or operational approvals related to the Property.

5. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

5.1 Seller's Representations. Seller represents and warrants that the statements below in this Section 5.1 are each true and correct as of the Closing Date (defined below) provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Purchaser in writing and Purchaser will have three (3) business days thereafter to determine if Purchaser wishes to proceed with Closing (the "**Seller's Representations**"), which shall survive Closing for a period of twelve (12) months (the "**Survival Period**") with exception to items noted below:

5.1.1 Authority. Seller is a municipal corporation, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Purchaser is a valid and binding agreement of Seller. This Agreement will not conflict with or constitute a default under any agreement to which Seller is a party or otherwise bound which would impair Seller's ability to consummate the transactions contemplated herein;

- 5.1.2 Encumbrances. Other than the USPS Lease, Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed by Seller. Seller will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force;
- 5.1.3 Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;
- 5.1.4 There are no actions, proceedings, litigation (including bankruptcy) pending or threatened against Seller with respect to the Property, and Seller has no knowledge of any uncured material violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement affecting Seller with respect to the Property.
- 5.1.5 To the best of Sellers knowledge no hazardous materials or other substances regulated by applicable federal, or state environmental laws are, or have been used, stored on, in or under the Real Property in violation of applicable federal or state environmental laws and Seller knows of no underground storage tanks ("**UST**") existing or ever existing on the Real Property.
- 5.1.6 To the best of Sellers knowledge the roof on the Property will be free from leaks, and the building systems, including, but not limited to plumbing, HVAC, and electrical systems will be in good condition and working order at Closing;
- 5.1.7 To the best of Sellers knowledge the rent roll for the Property is accurate in all material respects and Seller further represents, warrants and covenants: (i) USPS does not have an option to purchase the Property or any portion thereof; and (ii) there is no security deposit, except as may be disclosed in the rent roll;
- 5.1.8 The Property is not subject to any agreements that will survive Closing except for the USPS Lease, which is to be assumed by Purchaser at Closing.
- 5.2 Purchaser's Representations. Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Date of Closing, which shall survive the Closing for the Survival Period:
- 5.2.1 Purchaser is a Delaware Limited Liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.
- 5.2.2 At Closing, Purchaser shall have the power and authority to (i) execute this Agreement and to provide the Purchaser Closing Deliveries (as hereinafter defined), and (ii) consummate the transactions contemplated herein.
- 5.2.3 This Agreement will not conflict with or constitute a default under any agreement to which Purchaser is a party or otherwise bound which would impair Purchaser's ability to consummate the transactions contemplated herein. This Agreement is a binding and enforceable agreement against the Purchaser.
- 5.2.4 Purchaser is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

6. CLOSING.

- 6.1 Closing. The closing (the “**Closing**” or “**Close of Escrow**”) will occur no later than ninety (90) days from the expiration of the Study Period and any extended period (“**Closing Date**”) and the satisfaction of all of Seller’s Conditions to Closing and Purchasers Conditions to Closing, or such other date that the Parties agree in writing, but not later than one hundred eighty days from the Effective Date.
- 6.2 Purchaser’s Conditions to Closing. Purchaser’s obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of the following conditions precedent:
- 6.2.1 Delivery of all of the documents required to be delivered by Seller at Closing;
- 6.2.2 Seller’s Representations and Warranties shall be true and correct in all material respects as of Closing and Seller shall have complied with, fulfilled, and performed in all material respects each of its obligations under this Agreement;
- 6.2.3 The Escrow Holder shall be committed to issue an Owner’s Title Policy insuring good and marketable fee simple title to the Property to Purchaser for the Purchase Price, subject to the Permitted Exceptions and endorsements reasonably acceptable to Purchaser; and
- 6.2.4 The Closing shall not occur unless and until the Lot Line Adjustment has been fully approved, executed, and recorded, thereby creating a legal parcel that comprises the USPS Premises as contemplated herein. Evidence of such recording shall be provided to Purchaser and Escrow Agent prior to or concurrently with Closing.
- 6.2.5 Seller shall deliver a lease status report from the USPS to Purchaser not less than five (5) Business Days prior to Closing indicating no material deviations from the information contained in the Lease, no unperformed maintenance or other obligations required to be completed by Seller, and no defaults by USPS or defaults by or claims against the Seller (“**Lease Status Report**”). If unperformed maintenance or other obligations of the Seller are disclosed therein or otherwise arise out of Seller’s period of ownership or prior to Closing, Seller shall be obligated to perform or cause to be performed all such maintenance and satisfy such other obligations prior to Closing at its sole cost and expense (“**Unperformed Lease Obligations**”). Notwithstanding anything to the contrary contained in this Agreement, Seller’s obligation to perform the Unperformed Lease Obligations shall survive the Closing for a period of twenty-four (24) months.
- 6.2.6 In the event maintenance was performed by the USPS prior to Closing that was required to be performed by Seller, then the Seller shall be solely responsible for reimbursement for any and all open and outstanding invoices to the USP (“**Performed Maintenance**”). In the event Purchaser receives an invoice or notice of collection from the USPS requesting payment for work that the USPS had completed on behalf of the Seller prior to Closing the Seller shall immediately without delay reimburse the USPS directly for such preformed maintenance. This Section 6.2.6 shall survive Closing.
- 6.3 Seller’ Conditions to Closing. The Close of Escrow and Seller’s obligation to sell and convey the Property to Purchaser are subject to the satisfaction of the following conditions or Seller’s written waiver (in Seller’s sole discretion) of such conditions on or before the Closing Date:
- 6.3.1 Purchaser has performed all obligations to be performed by Purchaser pursuant to this Agreement before the Closing Date.
- 6.3.2 Purchaser’s representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.
- 6.3.3 Seller has deposited into Escrow, and Escrow Holder has accepted, all documents required to effect the Lot Line Adjustment required to create the new parcel to be deeded to Purchaser.
- 6.3.4 Seller has completed all Surplus Land Act requirements needed to sell the Property.

7. CLOSING PRORATIONS AND ADJUSTMENTS.

- 7.1 General. All normal and customarily proratable items, including, without limitation, rents, real estate taxes, and utilities charges arising under the USPS Lease shall be prorated on a per diem basis as of 12:01am on the Date of Closing, and allocated between the Seller and Purchaser on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date, the actual number of days in the month, and a 365-day fiscal year associated with such proratable item. If accurate prorations and other adjustments cannot be made at Closing, the parties shall prorate based on the most recently available bill or invoice for such proratable item multiplied at a ratio of 1.1:1, subject to adjustment following Closing. In the event the prorations or adjustments provided for in this Agreement are later discovered to not have been correctly adjusted as of Closing, the parties shall correct and/or resolve any incorrect closing figures. This Section 7.1 shall survive Closing.
- 7.2 USPS Rents. At Closing the Seller shall establish a rent collection escrow ("**Rent Collection Escrow**") equal to two (2) months of rents under the Leases. If Seller receives any rental payments from USPS after Closing otherwise belonging to Purchaser, Seller shall immediately notify Purchaser of its receipt of same, and Purchaser shall be immediately entitled to payment of the same amount from the Rent Collection Escrow. Once Purchaser receives rents directly from USPS, the balance in the Rent Collection Escrow shall be disbursed to Seller immediately following disbursement to Purchaser of any outstanding amounts due to Purchaser pursuant to this Section 7.2.
- 7.3 Fixed Rents. Fixed Rents and Additional Rents under the USPS Lease is to be collected at Closing in respect of the month in which the Closing occurs (the "Current Month"), on a per diem basis based upon the number of days in the Current Month prorated as of 12:01 am the day of Closing in the Current Month which shall be allocated to Purchaser. Due to such allocation the Seller shall be entitled to the full regularly scheduled Fixed Rent payment of the Current Month as received by the USPS.

8. CLOSING COSTS.

- 8.1 Seller and Purchaser shall each pay for (i) one-half of the Escrow fees other charges; and (ii) California Real Estate Transfer Taxes.
- 8.2 Seller shall pay for: (i) all fees and other charges to cure title in accordance with Purchaser's Title Objections;
- 8.3 Purchaser shall pay for: (i) any and all costs and expenses in connection with obtaining financing for the purchase of the Property, if any; (ii) the costs associated with the issuance of the Owner's Title Insurance Policy for the Property; (iii) fees imposed upon the recordation of the Deed; and (iv) the Survey costs.
- 8.4 Each party shall be responsible for their own legal fees incurred in connection with this Agreement.

Any and all other closing costs not specifically addressed in this Section shall be paid in accordance with the customs and practices for Contra Costa County, California.

9. CLOSING DELIVERIES.

- 9.1 Seller Closing Deliveries. Not less than Two (2) days prior to the Closing Date Seller shall deposit into Escrow for delivery to Purchaser at Closing (the "**Seller Closing Deliveries**"): (i) the documents required for the Lot Line Adjustment, including an executed grant deed for the Property; (ii) an executed Assignment Agreement; (iii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "Non-Foreign Affidavit"); (iv) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131, (v) a copy of the resolution adopted by the City Council of the City of Pinole authorizing the sale of the Property and the execution of the documents; and (vi) such other documents as Escrow Holder requires in order to Close on the Property.

- 9.2 Purchaser Closing Deliveries. Not less than One (1) day prior to the Closing Date Purchaser shall deposit into Escrow for delivery to Seller at Closing (collectively, the "**Purchaser Closing Deliveries**"): (i) an executed Assignment Agreement; (ii) immediately available funds in the amount, which together with the Deposit plus interest thereon, if any, is equal to: (a) the Purchase Price as adjusted by any proration between the Parties; (b) all escrow fees and recording fees and closing costs required by Escrow Holder; and (c) the cost of the Title Policy and (iii) any other documents reasonably required by Escrow Holder.
- 9.3 Closing. Upon Closing, Escrow Holder shall: (i) record the Lot Line Adjustment documents and the grant deed in the order set forth in closing instructions to be provided by Seller; (ii) disburse to Seller the Purchase Price; (iii) deliver to Purchaser the Non-Foreign Affidavit, the California Certificate and the original recorded grant deed; (iv) deliver to Purchaser and Seller signed counterparts of the Assignment Agreement; (v) pay any expenses payable through escrow; (vi) distribute to itself the payment of escrow fees and expenses required hereunder; and deliver the title policy to the Purchaser.

10. DAMAGE, DESTRUCTION AND CONDEMNATION.

- 10.1 Casualty. Seller assumes all risk of loss or damage to the Property by any cause until Closing. If at any time prior to Closing all or any portion of the Property is destroyed or damaged by any cause (the "**Casualty**"), Seller shall promptly give written notice thereof to Purchaser (the "**Casualty Notice**") and Purchaser may terminate this Agreement by delivering written notice to Seller or Purchaser may proceed to Closing and all insurance proceeds payable to Seller shall be assigned to Purchaser at Closing together with a credit to Purchaser in the amount of any deductible to be paid under the applicable insurance policy.
- 10.2 Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, the Purchaser shall have the right to either (a) terminate this Agreement and receive a refund of the Deposit, or (b) proceed to Closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds, if any, shall be assigned to Purchaser at Closing.

11. DEFAULT AND REMEDIES.

- 11.1 Purchaser Default. Purchaser and Seller acknowledge that the actual damages that would be suffered by Seller hereunder caused by a Purchaser default would be impossible or very difficult to accurately estimate. Accordingly, if Purchaser defaults in Closing hereunder, Seller may, as its sole and final remedy, terminate this Agreement and retain the Deposit hereunder. The Deposit is liquidated damages and is a reasonable estimate of the anticipated or actual harm that might arise from a Purchaser default. The Deposit is the Purchaser's sole liability and entire obligation and Seller's exclusive remedy for any Purchaser default.
- 11.2 Seller Default. If Seller defaults hereunder or breaches any of Seller's Representations, Purchaser may either (i) seek specific performance of the Seller's obligations under this Agreement, or (ii) terminate this Agreement and receive a return of the Deposit and any other sums placed into the Escrow by Purchaser, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities under this Agreement.
- 11.3 Survival. The provisions of this Section 11 shall (i) survive any termination of this Agreement, and (ii) shall survive Closing and the delivery of the Seller Closing Deliveries and shall not merge into the grant deed for the Property.

12. **NOTICES**. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (i) hand delivered, or (ii) one (1) business day after pickup by United Parcel Service (Overnight) or Federal Express (Next Business Day Delivery), or another similar overnight express service, or (iii) three (3) business days after the date of mailing by U.S. certified mail, postage prepaid, return receipt requested, and in all cases addressed to the parties at their respective addresses set forth below:

If to Seller:

City of Pinole
2131 Pear St.,
Pinole, CA 94564
Attn: City Manager
Phone: (510) 724-9830
Email:

If to Purchaser:

American Postal Infrastructure SPV I, LLC
c/o American Infrastructure Funds
950 Tower Lane, Suite 800
Foster City, California 94404
Attn: William Hallisey
Phone: 650-854-6000
Email: bhallisey@american-infrastructure.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 12 to the other party.

13. MISCELLANEOUS.

- 13.1 Entire Agreement. This Agreement, together with the Schedules and Exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns. Each party hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court interpreting this Agreement shall construe it more stringently against one party than the other. This Agreement may be executed in multiple counterparts and executed / delivered electronically, each of which shall be effective as and shall constitute an original document binding upon the party or Parties signing the same.
- 13.2 Severability. If any provision of this Agreement shall be held invalid and unenforceable, the remainder of this Agreement shall be enforced to the fullest extent permitted by law.
- 13.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 13.4 No Public Disclosure. Except to the extent as may be required by law or as required by the Escrow Holder or to the officers, directors, partners and employees of the Parties hereto in the ordinary course of business, all information relating to the transaction contemplated herein shall remain confidential subject to the prior written consent of Purchaser and Seller.
- 13.5 **WAIVER OF JURY TRIAL. SELLER AND PURCHASER WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.**
- 13.6 Attorneys' Fees. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incidental to such litigation including the cost of any appeals. The provisions of this Section 13.6 shall survive Closing and any termination of this Agreement.
- 13.7 Assignability. This Agreement may be assigned by Purchaser without obtaining the written approval of Seller so long as (i) such assignee is controlled by Purchaser (the "Assignee") and (ii) Purchaser provides written notice to Seller. Upon Assignee's execution of a document assuming Purchaser's rights and obligations under this Agreement, Purchaser shall be fully released from any and all of its rights and obligations under this Agreement.
- 13.8 Brokerage/Broker's Commission. Purchaser and Seller each represent that no real estate broker has been retained by either party in the procurement of the Property or negotiation of this Agreement. The Parties shall indemnify and hold each other harmless from and against any and all claims, loss, liability, cost, and expenses (including reasonable attorneys' fees) resulting from any claims that may be made against the Parties by any broker or person claiming a commission, fee, or other compensation from the

Parties by reason of this transaction. This Section 13.8 shall survive the Closing or earlier termination of this Agreement.

- 13.9 Section 1031 Exchange. Seller and/or Purchaser may consummate the purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (ii) the exchanging party shall effect the Exchange through an assignment of its rights under this Agreement to a qualified intermediary; and (iii) the non-exchanging party shall not be required to take an assignment of the purchase agreement for the replacement property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging party shall not by this agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Code.
- 13.10 Interpretation. This Agreement has been negotiated at arm's length and each Party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it.
- 13.11 Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each Party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.
- 13.12 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the Effective Date defined above.

SELLER:

City of Pinole, a California municipal corporation

By: _____
Garrett Evans
Interim City Manager

_____ Date

ATTEST

Heather Bell
City Clerk

Reviewed as to Form:

Eric Casher
City Attorney

PURCHASER:

APIF – California, LLC, a Delaware limited liability company

By: AMERICAN POSTAL INFRASTRUCTURE
SPV I, LLC, its Managing Member

BY: _____
William Hallisey
Vice President

_____ Date

EXHIBIT A
Legal Description of City Property

Real Property: 2101 Pear St., Pinole, CA 94564

APN: 401-163-003-7

Legal Description:

Parcel One:

That parcel of land designated as "School Property" on the "Map of the Town of Pinole, Contra Costa Co., California", which map was filed in the Office of the County Recorder of the County of Contra Costa, State of California, on September 24, 1887, in Volume "B" of Maps, at Page 41.

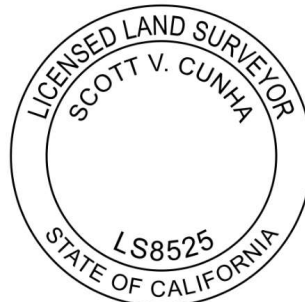
EXHIBIT B
Legal Description of Property
PARCEL B

THAT CERTAIN PARCEL OF LAND SITUATED WITHIN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE REAL PROPERTY BEING A PORTION OF THAT PARCEL DESIGNATED AS "SCHOOL" AS SHOWN ON THE "MAP OF THE TOWN OF PINOLE, CONTRA COSTA CO. OF CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, ON SEPTEMBER 24, 1887, IN VOLUME "B" OF MAPS, AT PAGE 41, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

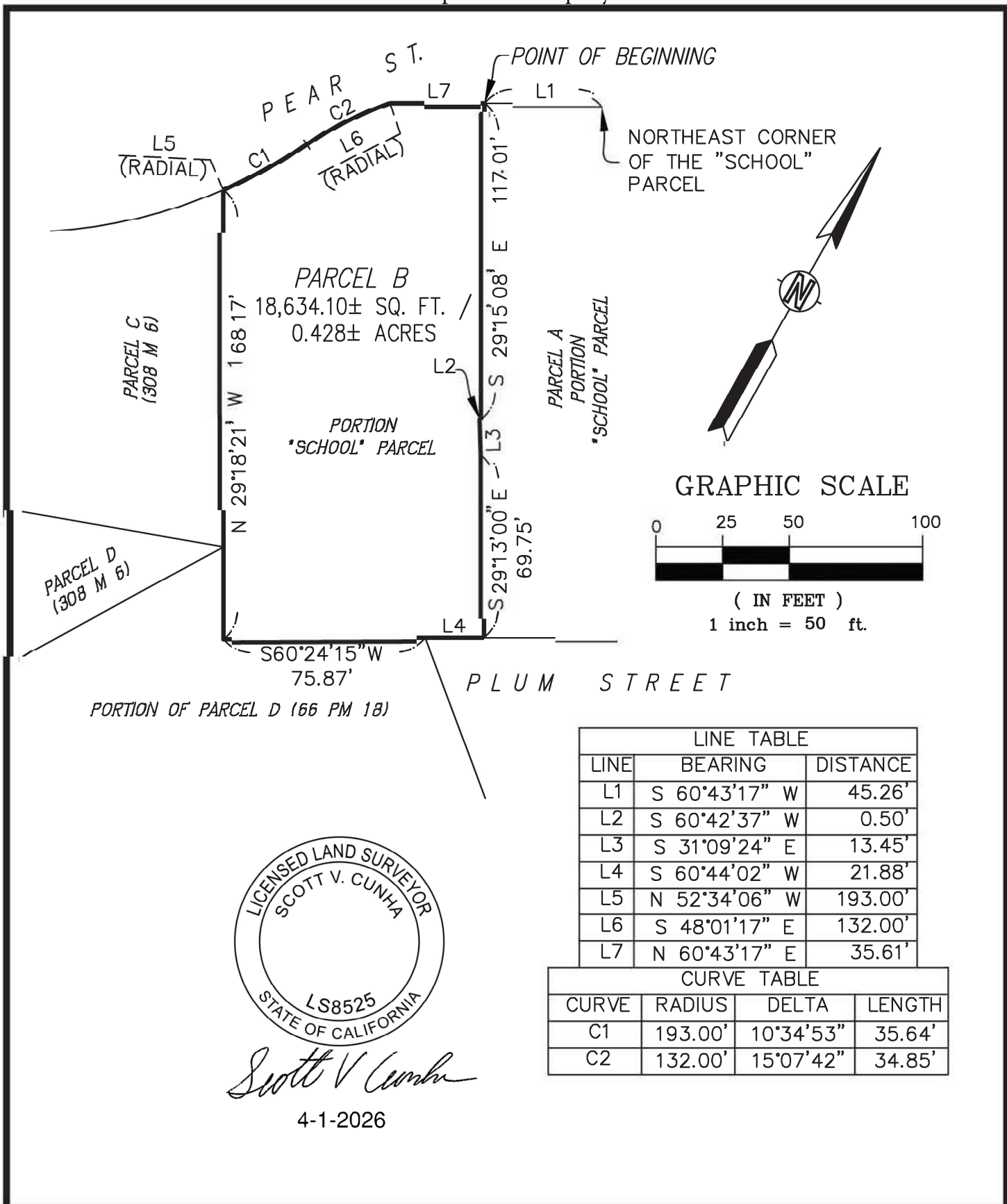
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PEAR STREET, SAID POINT BEARS SOUTH 60°43'17" WEST, 45.26 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID LINE SOUTH 29°15'08" EAST, 117.01 FEET; THENCE SOUTH 60°42'37" WEST, 0.50 FEET; THENCE SOUTH 31°09'24" EAST, 13.45 FEET; THENCE SOUTH 29°13'00" EAST, 69.75 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL; THENCE ALONG SAID LINE SOUTH 60°44'02" WEST, 21.88 FEET; THENCE SOUTH 60°24'15" WEST, 75.87 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 29°18'21" WEST, 168.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PEAR STREET, SAID POINT ALSO BEING THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH BEARS NORTH 52°34'06" WEST, 193.00 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 35.64 FEET, THROUGH A CENTRAL ANGLE OF 10°34'53", AND HAS A RADIUS OF 193.00 FEET TO THE POINT OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 132.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 34.85 FEET THROUGH A CENTRAL ANGLE OF 15°07'42", AND HAS A RADIUS OF 132.00 FEET; THENCE NORTH 60°43'17" EAST, 35.61 FEET TO THE POINT OF BEGINNING, CONTAINING 18,634.10 SQUARE FEET OR 0.428 ACRES, MORE OR LESS.

A PLAT (EXHIBIT A-1) SHOWING THE ABOVE-DESCRIBED LAND IS ATTACHED HERETO AND MADE A PART HEREOF.



Scott V Cunha

EXHIBIT C
Depiction of Property



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 60°43'17" W	45.26'
L2	S 60°42'37" W	0.50'
L3	S 31°09'24" E	13.45'
L4	S 60°44'02" W	21.88'
L5	N 52°34'06" W	193.00'
L6	S 48°01'17" E	132.00'
L7	N 60°43'17" E	35.61'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	193.00'	10°34'53"	35.64'
C2	132.00'	15°07'42"	34.85'



Scott V Cunha

4-1-2026

EXHIBIT A-1

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL B,
BEING A PORTION OF "SCHOOL" PARCEL, VOLUME B,
MAPS, PAGE 41, CONTRA COSTA COUNTY RECORDS,
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SHEET

1 OF 1

JOB No.
25391



CUNHA SURVEYING, INC.

701 BELMONT WAY, SUITE A
PINOLE, CA 94564
(510) 334-8580

EXHIBIT D
Form of Assignment Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Lease Agreement for 2101 Pear Street)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is entered into as of June ____, 2026 (the “**Effective Date**”), by and between the City of Pinole, a California municipal corporation (the “**City**”) and APIF – California, LLC, a Delaware limited liability company (“**APIF**”).

RECITALS

- A. On June ____, 2026, APIF entered into that certain purchase and sale agreement (the “**PSA**”) with the City for the purchase of property located at 2101 Pear Street in Pinole, CA, known as a portion of Assessor’s Parcel Number 40-63-003-7 (the “**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
- B. The Property is leased to the United States Postal Service (the “**USPS**”) pursuant to that certain lease between the City and the USPS dated November 6, 2014 (as amended, the “**Lease**”).
- C. Pursuant to the PSA, among other things, the City will purchase the Property and assume the Lease.
- D. Section 6.2 of the Lease permits assignment of the Lease under certain conditions and assignment of the Lease to the APIF meets the required conditions.
- E. The City desires to assign to APIF all of its rights, interests, obligations and liabilities under the Lease (the “**Rights and Obligations**”), and for APIF to assume the Rights and Obligations thereunder concurrently with execution of this Agreement, and APIF desires to so acquire the Rights and Obligations from the City and agrees to assume the Rights and Obligations, all as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and APIF hereby agree as follows:

- 1. Assignment by the City. From and after the Effective Date hereof, the City hereby assigns, transfers and grants to APIF, and its successors and assigns, all of the City’s Rights and Obligations under the Lease.
- 2. Acceptance and Assumption. From and after the Effective Date hereof, APIF, for itself and its successors and assigns, hereby expressly assumes all of the City’s Rights and Obligations under the Lease.
- 3. No Modification of Responsibilities. Nothing in this Agreement shall increase, decrease, or otherwise modify any of the rights or obligations of the “Developer” or the “City” under the Lease.
- 4. Effective Date. The assignments set forth in this Agreement are effective as of the Effective Date of this Agreement.
- 5. Governing Law. This Agreement and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

7. Further Assurances. City and APIF agree to take all such further actions and execute such further documents as may be necessary or desirable to carry out the purposes of the Agreement.

[Signatures follow on separate page]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first written above.

CITY

City of Pinole, a California municipal corporation

By: _____
Garrett Evans
Interim City Manager

ATTEST

Heather Bell
City Clerk

Reviewed as to Form:

Eric Casher
City Attorney

APIF

APIF – California, LLC, a Delaware limited liability company

By: AMERICAN POSTAL INFRASTRUCTURE
SPV I, LLC, its Managing Member

BY: _____
William Hallisey
Vice President

PLANNING COMMISSION RESOLUTION 26-04

A RESOLUTION OF THE CITY OF PINOLE PLANNING COMMISSION THAT THE PROPOSED DISPOSITION OF PROPERTY LOCATED AT 2101 PEAR STREET (APN 401-163-003) CONFORMS TO THE CITY'S GENERAL PLAN

WHEREAS, Government Code section 65402 requires that the Planning Commission to determine conformity with the City's General Plan prior to the disposition of any real property by the City; and

WHEREAS, the Planning Commission's report on the disposition's conformity with the City's General Plan is not a determination of whether a specific project should proceed; and

WHEREAS, on March 23, 2026, the Planning Commission conducted a duly noticed meeting to determine whether the disposition of the Property conforms with the General Plan of the City; and

WHEREAS, City staff has determined, based on its review of the General Plan of the City, that the proposed disposition of the Property conforms with the General Plan of the City of Pinole; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony, the staff report, the City's General Plan and all additional information presented to the Planning Commission.

NOW THEREFORE, BE IT RESOLVED that the above recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the City is proposing the disposition of the Property located at 2101 Pear Street. Based upon substantial evidence presented to the Planning Commission during its meeting on March 23, 2026, including written and oral evidence presented at or before the hearing, the Planning Commission hereby specifically finds that the proposed disposition of the Property is consistent with the City's General Plan; and

Section 3. General Plan Findings. The disposition of the Property is consistent with the Goals and Policies of the General Plan, including but not limited to:

- **GOAL LU.7** Balance housing and employment opportunities to reduce trips in and out of the region and encourage commercial development which maintains and enhances the quality of the city's commercial areas, provides services for residents, and broadens the tax base of the community to provide needed revenues for public services.
- **POLICY LU.7.1** Provide sufficient land for commercial and industrial uses to allow for development that provides basic goods and services to Pinole residents.
- **POLICY LU.7.2** Provide economic development which (1) maintains the City's ability to finance services and the construction and maintenance of public improvements; (2) offers

local employment opportunities for Pinole residents to reduce inter-city commuting; and (3) assures the availability and diversity of resident-serving goods and services.

- **POLICY LU.7.6** Consider the exchange or sale of City-owned land for private development if such development can meet City needs based on the following criteria:
 - a) Revenue-generating potential of the land use.
 - b) Preservation of open space or important natural habitats as part of the project design.
 - c) Extent to which the project fulfills City needs for unmet commercial or public services, low- or moderate-income housing, recreation, or public facilities.
 - d) Compatibility of proposed land use(s) with existing and proposed adjacent property use(s).
 - e) Public notice and review prior to the sale of any publicly owned land.

Section 4. Conformity Determination. Based upon the substantial evidence presented to the Planning Commission during its meeting March 23, 2026, and upon the specific findings outlined in Sections 1, 2, and 3 above, the Planning Commission hereby concludes that the disposition of the Property conforms with the City of Pinole General Plan.

Section 5. Transmittal. The Secretary of the Planning Commission shall transmit a certified copy of this Resolution, with all attachments, to the City Council.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 23rd day of March 2026, by the following vote:

AYES: Bender, Huey, Lam-Julian, Martinez, Uch, and Chairperson Sandoval
NOES: None
ABSTAIN: None
ABSENT: None



Gabriel Sandoval, Chair 2025-2026

ATTEST:



David Hanham, Planning Manager