



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

**September 15, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Goal Setting)

Gov. Code § 54957

Title: City Manager

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: APN: 2101 Pear St, Pinole Ca 94564-1797/ APN: 401-163-004-5

Agency negotiators: City Manager, Naomi Kelly

Negotiating Party: American Postal Infrastructure Partners, LLC

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

1. Community Services Commission

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. Constitution Day
- 2. National Suicide Prevention Day and Week
- 3. California Firefighter Memorial Day
- 4. Honoring K9 Milo and Officer Jennifer Witschi
- 5. Pinole Community Players, 40th Anniversary

B. Presentations

- 1. Public Works Updates by Interim Director Matthew Brown
- 2. West Contra Costa Youth Soccer League Donation for Pinole Valley Park (West) - Update by Community Services Director Andrea Dwyer

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 July 21, 2026
- B. Receive the August 29, 2026 – September 11, 2026, List of Warrants in the Amount of \$3,511,313.14 and the September 11, 2026 Payroll of \$579,872.39
- C. FY 2025/26 Fourth Quarter Financial Report and Year-End Budget Amendments **Action: Receive Report and Adopt Resolution per Staff Recommendation (Markisha Guillory)**
- D. FY 2025/26 Fourth Quarter Investment Report **Action: Receive Report (Markisha Guillory)**
- E. Supplemental Approval Substitution of Administrative Vehicle for the Pinole Police Department **Action: Adopt Resolution per Staff Recommendation (Melissa Klawuhn, Justin Rogers)**
- F. Adopt a Resolution Authorizing the Receipt and Expenditure of \$46,600 from the OTS Grant for Selective Traffic Enforcement Program **Action: Adopt Resolution per Staff Recommendation (Melissa Klawuhn)**
- G. Adopt a Resolution Declaring Surplus a Police Department Vehicle and Authorizing the

Retirement and Transfer of Police Therapy Canine "Milo" to His Handler **Action: Adopt resolution per Staff Recommendation (Melissa Klawuhn, Justin Rogers)**

- H. Amendment to the City of Pinole's Conflict of Interest Code **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**
- I. Fourth Amendment to Existing On-Call Contract with CSW/Stuber-Stroeh for Staff Augmentation **Action: Adopt Resolution per Staff Recommendation (Matthew Brown)**
- J. Cost-Benefit Analysis of Professional Memberships **Action: Receive Report (Naomi Kelly)**

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. Appeal of Planning Commission Denial of Entitlement Extension – Pinole Shores II (CUP 23-05 & DR 23-12) - 836–848 San Pablo Avenue **Action: Provide direction (Lilly Whalen, Justin Shiu)**

11. OLD BUSINESS

- A. None

12. NEW BUSINESS

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

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6 **Citizens may speak under any item not listed on the Agenda.** The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

14. ADJOURNMENT to the Regular City Council Meeting of October 20, 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: Friday, September 11, 2026 at 8:30 a.m.



CITY COUNCIL REPORT

7.B.1.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heather Bell, City Clerk, hbell@pinole.gov
SUBJECT: COMMUNITY SERVICES COMMISSION

RECOMMENDATION

Staff recommends that the City Council approve the recommendation of the Interview Subcommittee and appoint Debbie Ojeda, Laurelle Martin, Nikolas Teller, and Kaila Martin to the Community Services Commission for two-year terms.

BACKGROUND

There are currently four (4) vacancies on the Community Services Commission. The current roster is included as Attachment A.

There were four (4) eligible applications received, included as Attachment B, by the deadline. Interviews of the candidates were held on Friday, August 28, 2026 by the Community Services Interview Subcommittee, which consists of Mayor Pro Tem Tave and Councilmember Martinez-Rubin.

The interview subcommittee which is recommending that the City Council appoint the following four candidates to the Community Services Commission for two-year terms:

Debbie Ojeda
Laurelle Martin
Nikolas Teller
Kaila Martin

REVIEW AND ANALYSIS

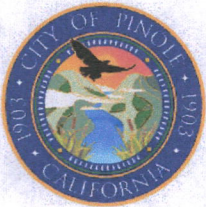
The City Council has the discretion to review the recommendation and make appointments to the Community Services Commission.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

A. CSC Applications and Questionnaires, Combined and Redacted, 9.10.26



CITY OF PINOLE COMMISSION/COMMITTEE APPLICATION

COMMISSION/COMMITTEE APPLICATION: Thank you for your interest in the City Commission or Committee. To apply, you will need to complete the entire application (using N/A where items do not apply). All applications will be kept on file for one year only and applicants will be notified of any openings. Planning Commission and Community Service Commission members must be residents of the City of Pinole, and TAPS members shall be residents or business owners in Pinole.

*This application must be accompanied with the separate supplemental questionnaire for the Commission/Committee for which you are applying. Please check applicable box below.

- ☐ Planning Commission (PMC Chapter 2.40)*
- ☒ Community Services Commission (PMC Chapter 2.36)*
- ☐ Traffic & Pedestrian Safety Committee (R-2007-14)*
- ☐ Fowler House Re-Use Committee (R-2018 -67)

Completed application packets must be filed with the City Clerk's Office, 2131 Pear Street, Pinole, California 94564.

APPLICANT'S NAME: Gieda Debbie G
Last First M.I.

ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

BUSINESS ADDRESS: —

BUSINESS TELEPHONE: —

EMAIL ADDRESS: [REDACTED]

1. How long have you been a Pinole resident?

2. Are you registered to vote in Pinole? 66 years (i)

3. Are you currently serving on any Commission or Committee?

4. Do you have a relative/household member who is: (a) City employee? NO
(b) City Council Member? NO Or (c) Commission/Committee Member? NO

City of Pinole Commission / Committee Application / Date: 6-23-26
Applicant Name: Rebbie Ojed9

5. Have you ever attended any meetings of the Commission/Committee for which you are applying? yes If so, number of times? previous member

6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?

previous member

7. List your current occupation. Also list any work history related to the position you are seeking:

8. List educational background related to the position you are seeking: _____

Hands on member for many years

9. Describe the community activities, volunteer experience and/or civic organizations in which you participate: Rotary, Block Captain

PCP co-chair yearly

Past years PFA, PTSA Pinole Middle School
Pinole Valley High School

10. Describe your style of working with others on a committee: _____

I like helping to build a team & working together for the good of the community

11. Describe how you might recommend policy or approach the City Council: _____

Respectfully, as a team member

I understand that if appointed, I must complete the California Fair Political Practices Commission Statement of Economic Interests, a public document, Form 700, and complete the Ethics Training pursuant to AB1234.



(Signature)

6-23-26

(Date)

Attachment: Supplemental Questionnaire



COMMUNITY SERVICES COMMISSION

SUPPLEMENTAL QUESTIONNAIRE

Qualification Requirements: (a) Resident of Pinole -PMC Chapter 2.36

Name: Debbie Ojeda Home Phone: [REDACTED]
Email Address: [REDACTED] Cell Phone: 1
Address: [REDACTED] City: Pinole Zip: 94564

ESSAY QUESTIONS (attach an extra sheet of paper and **sign your name** at the end)

- Briefly state why you wish to serve on the Community Services Commission, and what skills or abilities you have that would contribute in its success. **Be specific.**
- What organizations, programs and activities are you currently or previously involved in?
- Have you served or are you currently serving in any leadership positions for the organizations or programs listed above, i.e. Rotary, Exchange Club, Chamber of Commerce, etc. **Please list positions and terms.**
- In your opinion, what are the major challenges facing the community in Pinole?
- What type of Recreation Programs do you want to see in the City of Pinole?
- What do you envision as a positive result of the Community Services Commission?

Completed applications and essay questions must be returned to the City Clerk's Office, City Hall, 2131 Pear Street, Pinole, CA 94564 as an attachment to the Commission /Committee Application.

You will be notified either by mail or phone for the oral interview date and time.

I wish to serve to work together for a Healthy Community. I have worked on other committees for the good of my community. I have served as a team member & also in leadership roles as a member of the Pinole Rotary Club, Chamber of Commerce, PTA, PTSA & Neighborhood Watch Block Captain. I have also served as the Co-Chair for our PTA PCP Annual Gala. We need more engaging programs for our youth & our Seniors. I think the Commission can bring thoughtful ideas through working with the Community to help to create a better lifestyle for youth & Seniors.

s:\commissions\community services\community services commission supplemental -final.doc



Applicant Information

Applicant Name

Last

Martin

First

Kaila

M.I.

Applicant Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564

Telephone

REDACTED

E-Mail Address

REDACTED

Business Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564

Business Telephone

REDACTED

Applicant Questions

1. How long have you been a Pinole resident?

Response

1 year

2. Are you registered to vote in Pinole?



Yes

3. Are you currently serving on any Commission or Committee?

No

4. Do you have a relative/household member who is:

(a) *City Employee?*

No

(b) *City Council Member?*

No

(c) *Commission/Committee Member?*

No

5. Have you ever attended any meetings of the Commission/Committee for which you are applying?

No

If so, number of times?

6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?

N/a

7. List your current occupation. Also list any work history related to the position you are seeking:

Senior Associate, Operations & Strategy

I've worked in community based organizations in the Bay Area: United Way Bay Area, Richmond Community Foundation, Opportunity Junction

8. List educational background related to the position you are seeking:

B.A. in Psychology, Project Management Professional Certification

9. Describe the community activities, volunteer experience and/or civic organizations in which you participate:



I assist with community wellness activities by supporting local yoga classes, helping check in participants and maintain a welcoming, safe environment. This allows residents of all ages to access wellness programs that enhance physical and mental well-being and foster a sense of community.

10. Describe your style of working with others on a committee:

I approach committee work with an open and collaborative mindset, listening carefully to others' ideas and perspectives. I enjoy hearing different viewpoints and working together to find solutions that truly benefit the community.

11. Describe how you might recommend policy or approach the City Council:

I would recommend policies by considering the needs and perspectives of the Pinole community, working with fellow committee members to identify practical solutions, and presenting clear, thoughtful recommendations to the City Council.

Community Services Commission Supplemental Questions

Briefly state why you wish to serve on the Community Services Commission, and what skills or abilities you have that would contribute in its success. Be specific.

I want to support programs and initiatives that enhance the quality of life for the Pinole community. My background in project management and operations equips me to help organize community events, track program progress, and ensure that initiatives run efficiently.

What organizations, programs and activities are you currently or previously involved in?

I served on the Economic Opportunity Council of Contra Costa County from 12/2015-4/2017

Have you served or are you currently serving in any leadership positions for the organizations or programs listed above, i.e. Rotary, Exchange Club, Chamber of Commerce, etc. Please list positions and terms.

I served on the Economic Opportunity Council of Contra Costa County from 12/2015-4/2017



In your opinion, what are the major challenges facing the community in Pinole?

I've enjoyed attending community events this year and seen how much they bring people together. I'd like to help make wellness programs more accessible and inclusive so all Pinole residents can benefit from opportunities to connect, stay active, and thrive.

What type of Recreation Programs do you want to see in the City of Pinole?

Accessible fitness classes (yoga, tai chi, pilates), walking clubs, beginner sports leagues, and holistic wellness/health informational sessions.

What do you envision as a positive result of the Community Services Commission?

I envision Pinole residents becoming more connected to holistic wellness, with residents exploring practices that help them know themselves better and fostering stronger community bonds.

Verification

Signature

Kaila Martin

Date

04/02/2026



Applicant Information

Applicant Name

Last

Martin

First

Laurelle

M.I.

Applicant Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564-1018

Telephone

REDACTED

E-Mail Address

REDACTED

Business Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564-1018

Business Telephone

REDACTED

Applicant Questions

1. How long have you been a Pinole resident?

Response

35 years

2. Are you registered to vote in Pinole?



Yes

3. Are you currently serving on any Commission or Committee?

Yes

4. Do you have a relative/household member who is:

(a) City Employee?

No

(b) City Council Member?

No

(c) Commission/Committee Member?

No

5. Have you ever attended any meetings of the Commission/Committee for which you are applying?

Yes

If so, number of times?

as a Commission member

6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?

As a Commission member

7. List your current occupation. Also list any work history related to the position you are seeking:

Retired

Library manager

8. List educational background related to the position you are seeking:

MA degree, variety of experience in community work, working with youth and adults, community outreach.

9. Describe the community activities, volunteer experience and/or civic organizations in which you participate:



Local Lions Club working to improve our community. Volunteer in local schools with programs eg Student Speaker Scholarships. Pinole Tennis Club board. Former Pinole Youth Foundation. On Pinole Senior Center Advisory Board

10. Describe your style of working with others on a committee:

I enjoy working with a variety of people keeping our focus on what will help others and improve our community

11. Describe how you might recommend policy or approach the City Council:

Discussion with the Commission which would then be discussed with Pinole Recreation leadership

Community Services Commission Supplemental Questions

Briefly state why you wish to serve on the Community Services Commission, and what skills or abilities you have that would contribute in its success. Be specific.

I am reapplying to be a member of the Commission. I was an original member when the Commission was formed. I feel it enhances our interaction with citizens, is sensitive to their needs and helps provide and assist with positive programs such as Community Services Day

What organizations, programs and activities are you currently or previously involved in?

I am very involved with the local Lions Club, we support our community by volunteering in local schools such as eye glass sorting and Peace Poster Competition at St. Joseph's School, providing filled backpacks to elementary and middle schools, hosting a Student Speaker Scholarship Contest at Pinole High School. I am on the Pinole Tennis Club board. We have had student teaching tennis programs, working bees for maintenance and providing nets etc. I was on the board for the former Pinole Youth Foundation and we did fundraising and support for the Youth Center. I am currently on the Advisory Board for the Pinole Senior Center, we volunteer for programs. I enjoy volunteering for events such as Coastal Cleanup etc.

Have you served or are you currently serving in any leadership positions for the organizations or programs listed above, i.e. Rotary, Exchange Club, Chamber of Commerce, etc. Please list positions and terms.

I have been Chair of the Pinole Community Services Commission, held a variety of positions in Lions from President to my current position as Secretary



In your opinion, what are the major challenges facing the community in Pinole?

The community is changing with greater need for housing and recreational facilities. We have a growing population of children and youth with changing needs. Budget funding is always a challenge, such as maintaining our parks, recreational facilities and aging buildings such as our Senior Center.

What type of Recreation Programs do you want to see in the City of Pinole?

On a positive note, the soccer programs for all ages has improved so much and the Youth Center programs are varied and successful. I would be great to have some bocce courts and maybe pickle board courts.

What do you envision as a positive result of the Community Services Commission?

The Commission does a great job with outreach to the community. Our Community Services Day for example links with other community groups and does a positive outreach to all ages.

Verification

Signature

Laurelle Martin

Date

07/29/2026



Applicant Information

Applicant Name

Last

Teller

First

Nickolas

M.I.

Applicant Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564

Telephone

REDACTED

E-Mail Address

REDACTED

Business Contact Information

Address Line 1

REDACTED

Address Line 2

REDACTED

City

Pinole

State

CA

Zip Code

94564

Business Telephone

REDACTED

Applicant Questions

1. How long have you been a Pinole resident?

Response

9 years

2. Are you registered to vote in Pinole?



Yes

3. Are you currently serving on any Commission or Committee?

Yes

4. Do you have a relative/household member who is:

(a) City Employee?

No

(b) City Council Member?

No

(c) Commission/Committee Member?

No

5. Have you ever attended any meetings of the Commission/Committee for which you are applying?

Yes

If so, number of times?

+10 as I was a commission member.

6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?

I was a commission member.

7. List your current occupation. Also list any work history related to the position you are seeking:

Pastor

As a Pastor I interact with community members on a regular basis.

8. List educational background related to the position you are seeking:

Master of Divinity, I am used to interacting with people and moving beyond social matters to more serious concerns.

9. Describe the community activities, volunteer experience and/or civic organizations in which you participate:



I am a morning playground supervisor at Collins Elementary and a volunteer chaplain at West County Correctional Facility

10. Describe your style of working with others on a committee:

Consensus of hearing all points of view and looking for commonalities.

11. Describe how you might recommend policy or approach the City Council:

Hearing a common theme, I can address this to council or related city staff.

Community Services Commission Supplemental Questions

Briefly state why you wish to serve on the Community Services Commission, and what skills or abilities you have that would contribute in its success. Be specific.

As a parent with young children I want Pinole to be able to accommodate young families. As my social contacts consists of other young families I am able to see things from the family point of view.

What organizations, programs and activities are you currently or previously involved in?

Bay Area Chaplains

Have you served or are you currently serving in any leadership positions for the organizations or programs listed above, i.e. Rotary, Exchange Club, Chamber of Commerce, etc. Please list positions and terms.

No

In your opinion, what are the major challenges facing the community in Pinole?

Difficulty making budget, needed road repairs.

What type of Recreation Programs do you want to see in the City of Pinole?

Mores festivals that would attract families.



What do you envision as a positive result of the Community Services Commission?

Pinole becoming more attractive to families.

Verification

Signature

Nickolas Teller

Date

05/21/2026



Proclamation

CONSTITUTION DAY SEPTEMBER 17, 2026

WHEREAS, Constitution Day commemorates the formation and signing of the U.S. Constitution on September 17, 1787; and

WHEREAS, September 17, 2026 marks the two hundred thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; it has guided our growth, shaped our progress, and defined us as a Nation of sacred laws and fundamental values; and

WHEREAS, the events that led to the signing of the Constitution of the United States of America by the delegates of the Constitutional Convention on September 17, 1787, have significance for every American and are honored across the nation on September 17th as Constitution Day; and

WHEREAS, it is vitally important that the terms, conditions and meaning of the Constitution be fully understood by all citizens, that we may uphold, protect, and defend it against possible infringement; and

WHEREAS, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **SEPTEMBER 17, 2026 AS CONSTITUTION DAY** in the City of Pinole and encourage all citizens to celebrate Constitution Day through activities, learning, and demonstrations of Love for the United State of America.


ANTHONY TAVE
MAYOR of the City of Pinole

Dated: September 15, 2026





Proclamation

WORLD SUICIDE PREVENTION DAY SEPTEMBER 10, 2026 SUICIDE PREVENTION WEEK SEPTEMBER 6-12, 2026

***WHEREAS**, World Suicide Prevention Day (WSPD), celebrated annually on 10 September, is organized by the International Association for Suicide Prevention (IASP) and endorsed by the World Health Organization (WHO); and*

***WHEREAS**, Suicide Prevention Week is dedicated to the role everyone in our community can play in preventing suicide; and*

***WHEREAS**, the event represents a global commitment to focus attention on suicide prevention; and*

***WHEREAS**, the triennial theme for World Suicide Prevention Day for 2024-2026 is "Changing the Narrative on Suicide" with the call to action "Start the Conversation"; and*

***WHEREAS**, this theme aims to raise awareness about the importance of reducing stigma and encouraging open conversations to prevent suicides; and*

***WHEREAS**, this theme also emphasizes the need to prioritize suicide prevention and mental health in policy making, calling for government action; and*

***WHEREAS**, the City of Pinole honors educators, health, and mental health professionals, first responders, care providers, community organizations, friends, and family members for their dedication and commitment to suicide prevention, and for activities that reduce risk and encourage healing after a suicide death.*

***NOW, THEREFORE, I, ANTHONY TAVE**, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **SEPTEMBER 10, 2026, AS WORLD SUICIDE PREVENTION DAY AND SEPTEMBER 6-12, 2026, AS SUICIDE PREVENTION WEEK** in the City of Pinole.*


ANTHONY TAVE
MAYOR of the City of Pinole

Dated: September 15, 2026





Proclamation

HONORING THE CALIFORNIA FIREFIGHTERS' MEMORIAL CEREMONY OCTOBER 3, 2026

WHEREAS, the California Firefighters Memorial is a lasting tribute to the men and women who have given their lives to protect their fellow Californians; and

WHEREAS, the solemn remembrance is steeped in the traditions of the firehouse and hundreds of firefighters, family members and grateful citizens gather in the heart of California's capital, to pay tribute to those who paid the ultimate price to keep us safe; and

WHEREAS, the Memorial, a brushed limestone Memorial Wall with the names of more than 1,500 California firefighters who have died in the line of duty or from a job-related illness since 1850; and

WHEREAS, the California Firefighters Memorial was unveiled on April 6, 2002, carrying the names of 855 fallen California firefighters, and since then more than 500 names have been added at annual Memorial ceremonies; and

WHEREAS, the annual Ceremony honors individuals whose names are being added to the Memorial Wall – either from the previous year or from earlier years; and

WHEREAS, the City of Pinole has two of our own listed on the Memorial Wall – Richard Voisey for 2015 and Robert Ramos for 2020; and

WHEREAS, Contra Costa County Fire has James R. Haines, LeRoy Jenkins, Richard L. Toler, John R. Welsh, Rene Penaloza, David E. Vanni, Michael A. Impastato, Terry L. Werner, James Capra, Donald K. Leverton, Scott P. Desmond, Matthew C. Burton, Michael F. Braz, David Gehling, John H. Ferrante, John W. Nunes, Richard J. Voisey, Peter A. Aliotti, Roger V. Harless, Robert A. Ramos, and John Martinez listed on the Memorial wall; and

WHEREAS, it is appropriate to recognize the sacrifice and dedication of California Firefighters.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do hereby commend the California Fire Foundation and recognize October 3, 2026 as the date of this year's Annual California Firefighters Memorial Ceremony, and encourage all citizens of the City of Pinole to honor the courage and commitment of California Firefighters as they continue to face the challenges of this courageous profession.

ANTHONY TAVE
MAYOR of the City of Pinole

Dated: September 15, 2026





Proclamation

HONORING PINOLE POLICE DEPARTMENT K9 MILO & OFFICER JENNIFER WITSCHI

WHEREAS, K9 Milo has faithfully served the City and the Pinole Police Department for the past eight years under the dedicated care and guidance of his handler, Officer Jennifer Witschi; and

WHEREAS, Milo is a pioneer in his role as a police department therapy dog, being recognized as one of the first of his kind in Northern California, helping establish a model for the use of therapy dogs within law enforcement agencies; and

WHEREAS, Milo and Officer Witschi have become a valued and recognizable presence within the Pinole community, fostering a closer bond between law enforcement and residents through compassion, comfort, and building connections with many individuals; and

WHEREAS, over the past eight years, Milo and Officer Witschi have touched countless lives through their work in schools, senior housing facilities, community organizations, calls for service, victim support, officer wellness initiatives, and community outreach events; and

WHEREAS, the partnership between Milo and Officer Witschi represents the very best of community policing and officer wellness, building relationships, creating trust, reducing barriers, and demonstrating that law enforcement is not only there to protect, but also to listen, comfort, and care; and

WHEREAS, under the devoted guidance of Officer Witschi, Milo has become much more than a therapy dog; he has become a trusted community ambassador, a source of comfort, and a beloved member of the Pinole Police Department family.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, on behalf of the City Council and the entire City of Pinole, commend K9 Milo for eight years of exceptional service, and wish him the best in his retirement.


ANTHONY TAVE
MAYOR of the City of Pinole

Dated: September 15, 2026





Proclamation

HONORING THE PINOLE COMMUNITY PLAYERS FOR OUTSTANDING SERVICE TO THE ARTS ON THE OCCASION OF THEIR 40TH ANNIVERSARY

WHEREAS, the Pinole Community Players was established in 1986 by founders Nancy Gill, Gary Gill, Patti Clark, and the late David Clark, and has enriched the cultural life of the City of Pinole for 40 years, providing generations of community members with opportunities to participate in theater, dance, music, technical arts, and creative expression through the vision and leadership of its founders, whose dedication created a lasting legacy of community theater for generations to come; and

WHEREAS, The Pinole Playhouse on Tennent Avenue has served as the home of the Pinole Players for the past 35 years, providing a welcoming and inclusive space where people of all ages have discovered their talents, built confidence, formed meaningful relationships, and experienced the transformative power of the performing arts; and where the organization has produced 140 plays and engaging more than 1,000 participants over the years, and continues to produce an average of eight productions and events each year for adults, youth, and teens; and

WHEREAS, Leah Wilson has spent over 30 years leading youth theater programs, fostering a safe space for the LGBTQ+ community, and empowering performers to confidently take on bigger roles; and

WHEREAS, Gregg Klein has devoted more than three decades to the Players, preserving the organization's history while championing mentorship, intergenerational opportunities, and inclusion in theater; and

WHEREAS, Stacy Norgaard has dedicated nearly three decades to the Pinole Youth Actors program, inspiring hundreds of young people while fostering confidence, diversity, inclusion, and a lifelong appreciation for the performing arts; and

WHEREAS, Anjee Norgaard has brought three decades of choreography, artistry, and compassion to the Players, elevating productions and making dance accessible and enjoyable for performers throughout the Bay Area; and

WHEREAS, Flo Buchanan has contributed her extraordinary talents to dozens of productions through costume design, board leadership, and a commitment to creating a welcoming and inclusive theater community; and

WHEREAS, Jennifer Jackson has served the Players since 2020 as a producer, choreographer, and director, providing critical leadership during the challenges of the COVID-19 pandemic and championing greater opportunities for neurodiverse performers; and

WHEREAS, Fernando Ochoa Beltran has served the Players since 2009, designing more than 100 sets while sharing his expertise in set design, stage management, props, makeup, directing, and technical theater; and

WHEREAS, the contributions of these individuals represent the very best of community service through the arts, demonstrating how creativity, mentorship, compassion, and dedication can strengthen a community and leave a lasting legacy; and

WHEREAS, as the Pinole Community Players celebrate their 40th anniversary, the City of Pinole is proud to recognize the organization's remarkable history and the individuals whose vision, talent, and service have helped make the performing arts an enduring part of the Pinole community.

NOW, THEREFORE, I, ANTHONY TAVE, Mayor of the City of Pinole, on behalf of the City Council and the entire City of Pinole, do hereby recognize and honor Leah Wilson, Gregg Klein, Stacy Norgaard, Anjee Norgaard, Flo Buchanan, Jennifer Jackson and Fernando Ochoa Beltran for their outstanding service to the Pinole arts and their lasting contributions to the Pinole Community Players and our community.


ANTHONY TAVE
MAYOR of the City of Pinole



Dated: September 15, 2026

**CITY COUNCIL MEETING
MINUTES
July 21, 2026**

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

Mayor Tave called the meeting to order at 5:30 PM.

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.

Mayor Tave read the Land Acknowledgment.

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.

City Clerk Bell-Spears read the Clerk's Report and Statement of Conflict. No written correspondence received in advance of the meeting.

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Naomi Kelly, City Manager
Eric Casher, City Attorney
Heather Bell-Spears, City Clerk

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.

Convened to Closed Session at 5:33 PM.

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

Employee organization: AFSCME Local 1, AFSCME Local 512, the Pinole Police Employees Association (PPEA), and the Management Compensation Plan (MCP).

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

Mayor Tave reconvened the meeting in Open Session at 6:02 PM and announced no reportable action from 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.

Public Speakers: Rafael Menis, Debbie Long

7. REPORTS & COMMUNICATIONS

A. Mayor Report

Mayor Tave gave a report.

1. Announcements

None

B. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

Council Member Toms gave a report.

Council Member Martinez-Rubin gave a report.

Mayor Pro Tem Murphy gave a report.

Council Member Sasai gave a report.

ACTION: Motion by Council Member Sasai/Mayor Pro Tem Murphy to draft a resolution and letter of support expressing solidarity for the International Longshore and Warehouse Union, Local 6 - the striking workers at the C&H Factory in Crockett. Motion amended: Due to the fact that the Council will not meet until 9/1, this may not be needed as there might be a resolution by that time. Council Member Sasai accepted the amendment.

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

D. Council Requests for Future Agenda Items

ACTION: Motion by Mayor Pro Tem Murphy/Council Member Sasai to prepare a cost-benefit analysis of the City's memberships of professional organizations with recommendations of which memberships should be maintained during a Council meeting in September.

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

E. City Manager Report / Department Staff

City Manager Kelly gave a report.

F. City Attorney Report

No report.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Bastille Day

Council read the proclamation.

B. Presentations

1. Update on Capital Projects, Maintenance Operations, and Permits by Public Works Director El-Guindy

Item continued to future meeting at staff's request.

ACTION: Motion by Mayor Pro Tem Murphy/Council Member Toms to continue item 8B1 to a meeting in September.

Vote: **Passed** **5-0**
 Ayes: **Murphy, Martinez-Rubin, Sasai, Tave, Toms**

Noes: None
Absent: None
Abstain: 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. Receive the July 4, 2026 – July 17, 2026, List of Warrants in the Amount of \$1,189,049.27 and the July 3, 2026 Payroll in the Amount of \$740,473.12.
- B. Adopt A Resolution To Approve A List Of Projects For Fiscal Year 2026/27 Funded By SB 1: The Road Repair And Accountability Act Of 2017 **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**
- C. Accepting and Declaring the Results of the Canvass of the June 2, 2026 Special Primary Municipal Election **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**

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

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

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 A Public Hearing And Adopt Resolution To Approve The Engineer's Report Containing The Annual Assessments For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2026/27, And Order Levy And Collection Of The Assessments **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

Staff provided a report/presentation and Council conducted the public hearing.

Public Speakers: Richard Cossell, Anthony Vossbrink, Stephen Tilton

ACTION: Motion by Council Member Toms/Martinez-Rubin to adopt the resolution per staff recommendation.

Vote: Passed 5-0
Ayes: Murphy, Martinez-Rubin, Sasai, Tave, Toms

Noes: None
Absent: None
Abstain: None

- B. User and Regulatory Fee Updates **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

Staff and Terry Mattson of Clear Source Financial Consulting provided a report/presentation and Council conducted the public hearing.

Public Speakers: Rafael Menis

ACTION: Motion by Council Member Toms/Mayor Pro Tem Murphy to adopt the resolution per staff recommendation.

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

- C. Introduce An Ordinance Adding Chapter 1.18 to Title 1 of the Pinole Municipal Code Relating to Statements of Economic Interest and Electronic and Paperless Filing of Campaign Disclosure Statements **Action: Introduce and Waive First Reading of Ordinance (Heather Bell)**

Staff Provided a report/presentation and council conducted the public hearing.

ACTION: Motion by Council Member Toms/Martinez-Rubin to waive the first reading and approve ordinance on first reading.

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

11. OLD BUSINESS

- A. Authorize Response To Grand Jury Report No. 2604, "Pinole's Future: It's A Rough Road Ahead" **Action: Approve and Authorize Response (Naomi Kelly)**

Staff provided a report.

Public Speakers: Rafael Menis

ACTION: Motion by Mayor Pro Tem Murphy/Council Member Sasai to approve and authorize the response to the Grand Jury Report No. 2604.

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

Absent: None
Abstain: None

- B. One-Time Revenue Policy And Prioritization Of Nonrecurring Resources **Action: Receive a Report and Provide Direction (Markisha Guillory)**

Staff provided a report/presentation.

Public Speakers: Rafael Menis

ACTION: Motion by Council Member Toms/Martinez-Rubin to Modify the One-Time Revenue Policy to have revenues/proceeds from the sales of properties or other one-time funds go 100% to the Section 115 Trust and apply to the \$902,500 received from the sale of the post office.

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

12. NEW BUSINESS

None

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.*

Public Speakers: Stephen Tilton, Anthony Vossbrink

14. ADJOURNMENT to the Regular City Council Meeting of September 1, 2026 in Remembrance of Amber Swartz.

The regular meeting was adjourned in memory of Amber Swartz and Tita Pearl at 8:47 PM.

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.

Submitted by:

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



City of Pinole, CA

9B

WARRANT LISTING

By Vendor Name

Payment Dates 8/29/2026 - 9/11/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3304 - ALIREZA KHAMENIAN					
09022026	110801	09/11/2026	212-461-34110	REFUND UNUSED DEPOSIT SBN24-0001	1,500.00
Vendor 3304 - ALIREZA KHAMENIAN Total:					1,500.00
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
3611092	110802	09/11/2026	100-116-42101	BENEFITS CONSULTING SEPTEMBER 2026	2,083.33
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.33
Vendor: 2013 - ALTA LANGUAGE SERVICES INC.					
IS864517	110803	09/11/2026	100-116-42101	WRITING TEST AND SPEAKING TEST SPANISH	127.00
Vendor 2013 - ALTA LANGUAGE SERVICES INC. Total:					127.00
Vendor: 3305 - APWA NORTHERN CA.					
09022026	110804	09/11/2026	209-562-38112	PARTIAL REFUND FOR RENTAL	155.00
Vendor 3305 - APWA NORTHERN CA. Total:					155.00
Vendor: ATT01 - AT&T					
000025529031	110805	09/11/2026	525-118-43101	MIS PHONE	681.66
000025672919	110805	09/11/2026	525-118-43101	MIS PHONE	11.38
000025674832	110805	09/11/2026	525-118-43101	PUBLIC WORKS PHONE	305.38
000025674833	110805	09/11/2026	525-118-43101	ADMINISTRATION PHONE	77.60
000025674834	110805	09/11/2026	525-118-43101	RECREATION DPT PHONE	800.23
000025674835	110805	09/11/2026	525-118-43101	CDD PHONE	23.64
000025714957	110805	09/11/2026	525-118-43101	POLICE DEPT PHONE	370.83
Vendor ATT01 - AT&T Total:					2,270.72
Vendor: 3306 - AURELIANO CARRION					
08292026	110806	09/11/2026	209-20308	SECURITY DEPOSIT REFUND RENTAL PSC 08292026	600.00
Vendor 3306 - AURELIANO CARRION Total:					600.00
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
19420	110808	09/11/2026	100-110-41007	LIFE INSURANCE AUGUST 2026	367.20
19420	110808	09/11/2026	100-110-41007	LIFE INSURANCE AUGUST 2026	121.50
19420	110808	09/11/2026	100-111-41007	LIFE INSURANCE AUGUST 2026	65.39
19420	110808	09/11/2026	100-111-41007	LIFE INSURANCE AUGUST 2026	21.64
19420	110808	09/11/2026	100-112-41007	LIFE INSURANCE AUGUST 2026	17.14
19420	110808	09/11/2026	100-112-41007	LIFE INSURANCE AUGUST 2026	51.81
19420	110808	09/11/2026	100-112-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	100-113-41007	LIFE INSURANCE AUGUST 2026	5.14
19420	110808	09/11/2026	100-113-41007	LIFE INSURANCE AUGUST 2026	15.54
19420	110808	09/11/2026	100-115-41007	LIFE INSURANCE AUGUST 2026	63.09
19420	110808	09/11/2026	100-115-41007	LIFE INSURANCE AUGUST 2026	20.87
19420	110808	09/11/2026	100-115-41008	LIFE INSURANCE AUGUST 2026	47.40
19420	110808	09/11/2026	100-116-41007	LIFE INSURANCE AUGUST 2026	59.86
19420	110808	09/11/2026	100-116-41007	LIFE INSURANCE AUGUST 2026	19.80
19420	110808	09/11/2026	100-221-41007	LIFE INSURANCE AUGUST 2026	360.77
19420	110808	09/11/2026	100-221-41007	LIFE INSURANCE AUGUST 2026	119.37
19420	110808	09/11/2026	100-222-41007	LIFE INSURANCE AUGUST 2026	69.26
19420	110808	09/11/2026	100-222-41007	LIFE INSURANCE AUGUST 2026	22.92
19420	110808	09/11/2026	100-222-41008	LIFE INSURANCE AUGUST 2026	111.31
19420	110808	09/11/2026	100-223-41007	LIFE INSURANCE AUGUST 2026	124.67
19420	110808	09/11/2026	100-223-41007	LIFE INSURANCE AUGUST 2026	41.25
19420	110808	09/11/2026	100-341-41007	LIFE INSURANCE AUGUST 2026	80.09
19420	110808	09/11/2026	100-341-41007	LIFE INSURANCE AUGUST 2026	26.50
19420	110808	09/11/2026	100-341-41008	LIFE INSURANCE AUGUST 2026	47.40

WARRANT LISTING

Payment Dates: 8/29/2026 - 9/11/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
19420	110808	09/11/2026	100-342-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	100-343-41007	LIFE INSURANCE AUGUST 2026	101.71
19420	110808	09/11/2026	100-343-41007	LIFE INSURANCE AUGUST 2026	33.66
19420	110808	09/11/2026	100-343-41008	LIFE INSURANCE AUGUST 2026	164.70
19420	110808	09/11/2026	100-465-41007	LIFE INSURANCE AUGUST 2026	4.91
19420	110808	09/11/2026	100-465-41007	LIFE INSURANCE AUGUST 2026	14.84
19420	110808	09/11/2026	100-465-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	105-221-41007	LIFE INSURANCE AUGUST 2026	19.38
19420	110808	09/11/2026	105-221-41007	LIFE INSURANCE AUGUST 2026	6.41
19420	110808	09/11/2026	107-221-41007	LIFE INSURANCE AUGUST 2026	75.08
19420	110808	09/11/2026	107-221-41007	LIFE INSURANCE AUGUST 2026	24.84
19420	110808	09/11/2026	107-342-41007	LIFE INSURANCE AUGUST 2026	5.72
19420	110808	09/11/2026	107-342-41007	LIFE INSURANCE AUGUST 2026	17.29
19420	110808	09/11/2026	209-551-41007	LIFE INSURANCE AUGUST 2026	19.01
19420	110808	09/11/2026	209-551-41007	LIFE INSURANCE AUGUST 2026	57.44
19420	110808	09/11/2026	209-551-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	209-552-41007	LIFE INSURANCE AUGUST 2026	6.44
19420	110808	09/11/2026	209-552-41007	LIFE INSURANCE AUGUST 2026	19.47
19420	110808	09/11/2026	209-552-41008	LIFE INSURANCE AUGUST 2026	47.40
19420	110808	09/11/2026	209-553-41007	LIFE INSURANCE AUGUST 2026	12.40
19420	110808	09/11/2026	209-553-41007	LIFE INSURANCE AUGUST 2026	4.10
19420	110808	09/11/2026	209-553-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	209-554-41007	LIFE INSURANCE AUGUST 2026	10.71
19420	110808	09/11/2026	209-554-41007	LIFE INSURANCE AUGUST 2026	3.54
19420	110808	09/11/2026	209-554-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	212-461-41007	LIFE INSURANCE AUGUST 2026	18.12
19420	110808	09/11/2026	212-461-41007	LIFE INSURANCE AUGUST 2026	54.77
19420	110808	09/11/2026	212-462-41007	LIFE INSURANCE AUGUST 2026	23.47
19420	110808	09/11/2026	212-462-41007	LIFE INSURANCE AUGUST 2026	70.94
19420	110808	09/11/2026	212-462-41008	LIFE INSURANCE AUGUST 2026	71.10
19420	110808	09/11/2026	500-641-41007	LIFE INSURANCE AUGUST 2026	163.23
19420	110808	09/11/2026	500-641-41007	LIFE INSURANCE AUGUST 2026	54.01
19420	110808	09/11/2026	500-641-41008	LIFE INSURANCE AUGUST 2026	189.60
19420	110808	09/11/2026	500-642-41007	LIFE INSURANCE AUGUST 2026	28.49
19420	110808	09/11/2026	500-642-41007	LIFE INSURANCE AUGUST 2026	9.43
19420	110808	09/11/2026	500-642-41008	LIFE INSURANCE AUGUST 2026	47.40
19420	110808	09/11/2026	505-119-41007	LIFE INSURANCE AUGUST 2026	9.80
19420	110808	09/11/2026	505-119-41007	LIFE INSURANCE AUGUST 2026	29.60
19420	110808	09/11/2026	505-119-41008	LIFE INSURANCE AUGUST 2026	47.40
19420	110808	09/11/2026	525-118-41007	LIFE INSURANCE AUGUST 2026	10.30
19420	110808	09/11/2026	525-118-41007	LIFE INSURANCE AUGUST 2026	31.06
19420	110808	09/11/2026	525-118-41008	LIFE INSURANCE AUGUST 2026	23.70
19420	110808	09/11/2026	998-20107	LIFE INSURANCE AUGUST 2026	13.00
19420	110808	09/11/2026	998-20107	LIFE INSURANCE AUGUST 2026	2.10
19420	110808	09/11/2026	998-20107	LIFE INSURANCE AUGUST 2026	178.50
19420	110808	09/11/2026	998-20118	LIFE INSURANCE AUGUST 2026	484.50
BOPGWS	110807	09/11/2026	100-110-41002	DENTAL AND VISION SEPTEMBER 2026	280.00
BOPGWS	110807	09/11/2026	100-110-41003	DENTAL AND VISION SEPTEMBER 2026	64.40
BOPGWS	110807	09/11/2026	100-111-41002	DENTAL AND VISION SEPTEMBER 2026	255.20
BOPGWS	110807	09/11/2026	100-111-41003	DENTAL AND VISION SEPTEMBER 2026	32.20
BOPGWS	110807	09/11/2026	100-112-41002	DENTAL AND VISION SEPTEMBER 2026	382.80
BOPGWS	110807	09/11/2026	100-112-41003	DENTAL AND VISION SEPTEMBER 2026	48.30
BOPGWS	110807	09/11/2026	100-113-41002	DENTAL AND VISION SEPTEMBER 2026	108.80

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOPGWS	110807	09/11/2026	100-113-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	100-115-41002	DENTAL AND VISION SEPTEMBER 2026	345.20
BOPGWS	110807	09/11/2026	100-115-41003	DENTAL AND VISION SEPTEMBER 2026	48.30
BOPGWS	110807	09/11/2026	100-116-41002	DENTAL AND VISION SEPTEMBER 2026	306.00
BOPGWS	110807	09/11/2026	100-116-41003	DENTAL AND VISION SEPTEMBER 2026	48.30
BOPGWS	110807	09/11/2026	100-221-41002	DENTAL AND VISION SEPTEMBER 2026	1,658.00
BOPGWS	110807	09/11/2026	100-221-41003	DENTAL AND VISION SEPTEMBER 2026	305.90
BOPGWS	110807	09/11/2026	100-222-41002	DENTAL AND VISION SEPTEMBER 2026	280.00
BOPGWS	110807	09/11/2026	100-222-41003	DENTAL AND VISION SEPTEMBER 2026	64.40
BOPGWS	110807	09/11/2026	100-223-41002	DENTAL AND VISION SEPTEMBER 2026	1,084.80
BOPGWS	110807	09/11/2026	100-223-41003	DENTAL AND VISION SEPTEMBER 2026	161.00
BOPGWS	110807	09/11/2026	100-341-41002	DENTAL AND VISION SEPTEMBER 2026	101.60
BOPGWS	110807	09/11/2026	100-341-41003	DENTAL AND VISION SEPTEMBER 2026	32.20
BOPGWS	110807	09/11/2026	100-343-41002	DENTAL AND VISION SEPTEMBER 2026	868.80
BOPGWS	110807	09/11/2026	100-343-41003	DENTAL AND VISION SEPTEMBER 2026	128.80
BOPGWS	110807	09/11/2026	100-465-41002	DENTAL AND VISION SEPTEMBER 2026	127.60
BOPGWS	110807	09/11/2026	100-465-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	105-221-41002	DENTAL AND VISION SEPTEMBER 2026	127.60
BOPGWS	110807	09/11/2026	105-221-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	106-222-41002	DENTAL AND VISION SEPTEMBER 2026	127.60
BOPGWS	110807	09/11/2026	106-222-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	107-221-41002	DENTAL AND VISION SEPTEMBER 2026	542.40
BOPGWS	110807	09/11/2026	107-221-41003	DENTAL AND VISION SEPTEMBER 2026	80.50
BOPGWS	110807	09/11/2026	107-342-41002	DENTAL AND VISION SEPTEMBER 2026	108.80
BOPGWS	110807	09/11/2026	107-342-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	209-551-41002	DENTAL AND VISION SEPTEMBER 2026	306.00
BOPGWS	110807	09/11/2026	209-551-41003	DENTAL AND VISION SEPTEMBER 2026	48.30
BOPGWS	110807	09/11/2026	209-552-41002	DENTAL AND VISION SEPTEMBER 2026	101.60
BOPGWS	110807	09/11/2026	209-552-41003	DENTAL AND VISION SEPTEMBER 2026	32.20
BOPGWS	110807	09/11/2026	209-553-41003	DENTAL AND VISION SEPTEMBER 2026	16.10
BOPGWS	110807	09/11/2026	209-554-41002	DENTAL AND VISION SEPTEMBER 2026	108.80
BOPGWS	110807	09/11/2026	209-554-41003	DENTAL AND VISION SEPTEMBER 2026	16.10

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOPGWS	110807	09/11/2026	212-461-41002	DENTAL AND VISION SEPTEMBER 2026	356.80
BOPGWS	110807	09/11/2026	212-461-41003	DENTAL AND VISION SEPTEMBER 2026	64.40
BOPGWS	110807	09/11/2026	212-462-41002	DENTAL AND VISION SEPTEMBER 2026	268.40
BOPGWS	110807	09/11/2026	212-462-41003	DENTAL AND VISION SEPTEMBER 2026	48.30
BOPGWS	110807	09/11/2026	500-641-41002	DENTAL AND VISION SEPTEMBER 2026	951.60
BOPGWS	110807	09/11/2026	500-641-41003	DENTAL AND VISION SEPTEMBER 2026	161.00
BOPGWS	110807	09/11/2026	500-642-41002	DENTAL AND VISION SEPTEMBER 2026	356.80
BOPGWS	110807	09/11/2026	500-642-41003	DENTAL AND VISION SEPTEMBER 2026	64.40
BOPGWS	110807	09/11/2026	505-119-41002	DENTAL AND VISION SEPTEMBER 2026	255.20
BOPGWS	110807	09/11/2026	505-119-41003	DENTAL AND VISION SEPTEMBER 2026	32.20
BOPGWS	110807	09/11/2026	525-118-41002	DENTAL AND VISION SEPTEMBER 2026	101.60
BOPGWS	110807	09/11/2026	525-118-41003	DENTAL AND VISION SEPTEMBER 2026	32.20
BOPGWS	110807	09/11/2026	998-20105	DENTAL AND VISION SEPTEMBER 2026	306.00
BOPGWS	110807	09/11/2026	998-20106	DENTAL AND VISION SEPTEMBER 2026	48.30
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					15,707.99
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7303019	110766	09/04/2026	209-552-43804	FOOD PROGRAM PSC	894.29
7303020	110766	09/04/2026	209-562-42108	JANITORIAL SUPPLIES PSC KITCHEN	179.03
7303021	110766	09/04/2026	209-552-43804	PLATES FOR LUNCH PROGRAM PSC	60.70
7306415	110809	09/11/2026	209-552-43804	FOOD PROGRAM PSC	-50.35
7308345	110809	09/11/2026	209-552-43804	FOOD PROGRAM SUPPLIES PSC	142.44
7308346	110809	09/11/2026	209-552-43804	FOOD PROGRAM PSC	1,078.55
7308347	110809	09/11/2026	209-552-43804	FOOD PROGRAM SUPPLIES PSC	120.23
7312435	110809	09/11/2026	209-552-43804	FOOD PROGRAM PSC	1,145.99
7312436	110809	09/11/2026	209-552-43804	FOOD PROGRAM PAPER SUPPLIES PSC	135.27
7312437	110809	09/11/2026	209-562-42108	JANITORIAL SUPPLIES PSC	470.24
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					4,176.39
Vendor: 3145 - BRIAN ROSE					
0823-082626	110810	09/11/2026	100-221-42302	REIMBURSEMENT MEALS BAGGAGE PARKING SLI	194.04
0823-082626	110810	09/11/2026	100-221-42303	REIMBURSEMENT MEALS BAGGAGE PARKING SLI	279.00
Vendor 3145 - BRIAN ROSE Total:					473.04
Vendor: 1654 - BRINK'S INCORPORATED					
13185260	110767	09/04/2026	100-115-42101	TRANSPORTATION FINANCE MAY 2026	380.85
13278581	110811	09/11/2026	100-115-42101	TRANSPORTATION SEPTEMBER 2026	379.94
Vendor 1654 - BRINK'S INCORPORATED Total:					760.79
Vendor: CAL04 - CALCON SYSTEMS, INC.					
62466	110768	09/04/2026	500-641-42107	SERVICE CALL WPCP	3,720.00
62466	110768	09/04/2026	500-641-44306	SERVICE CALL WPCP	3,217.32
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					6,937.32

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2004 - CALIFORNIA BOILER WORKS, INC.					
8632	110812	09/11/2026	500-641-47201	BOILER REHABILITATION WORK	35,511.00
Vendor 2004 - CALIFORNIA BOILER WORKS, INC. Total:					35,511.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000018413234	110813	09/11/2026	100-117-41004	AUAL PLAN 25717 SEPTEMBER 2026	224,751.58
100000018413242	110813	09/11/2026	100-117-41004	AUAL RATE PLAN 27205 SEPTEMBER 2026	167,087.33
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					391,838.91
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
743323	110814	09/11/2026	500-641-44305	LAB CHEMICALS WPCP	1,101.10
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,101.10
Vendor: 3307 - CARMEN WINCHESTER					
09082026	110815	09/11/2026	100-116-42110	REIMBURSEMENT LIVESCAN FOR PREEMPLOYMENT	45.00
Vendor 3307 - CARMEN WINCHESTER Total:					45.00
Vendor: CDW01 - CDW GOVERNMENT INC.					
AK4RL8K	110816	09/11/2026	525-118-47106	PD INVESTIGATIONS LVO TP UNIVERDAL DOCK	203.14
AK5622S	110816	09/11/2026	525-118-47106	CISCO CATALYST PORT GE	283.20
AK6D34A	110816	09/11/2026	525-118-42105	SYNOLOGY STA HDD BAY AND PORT	8,554.30
AK6DV2S	110816	09/11/2026	525-118-42105	SYNOLOGY RAIL KTI SLIDING	117.97
AK6T34V	110816	09/11/2026	525-118-47106	CISCO 19 INCH RACK MOUNT FOR COMPACT	37.23
Vendor CDW01 - CDW GOVERNMENT INC. Total:					9,195.84
Vendor: 3103 - CENTER FOR INTERNET SECURITY, INC.					
INV-260821-0084379	110817	09/11/2026	525-118-42105	CIS MANAGED DETECTION RESPONSE 09152026-09142027	11,220.00
Vendor 3103 - CENTER FOR INTERNET SECURITY, INC. Total:					11,220.00
Vendor: 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC					
PINOLE 26_8	110818	09/11/2026	100-221-42101	INVESTIGATION PD	1,237.50
Vendor 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC Total:					1,237.50
Vendor: 2869 - CHEMTEX					
29365	110819	09/11/2026	500-641-42107	WATER TREATMENT SERVICE WPCP	350.00
29365	110819	09/11/2026	500-641-44306	WATER TREATMENT SERVICE WPCP	875.96
Vendor 2869 - CHEMTEX Total:					1,225.96
Vendor: CIT08 - CITY MECHANICAL, INC					
6029	110820	09/11/2026	100-222-42108	HVAC PUBLIC SAFETY BLDG.	5,352.06
6242	110769	09/04/2026	100-231-42108	HVAC CH	1,513.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					6,865.06
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
4342028	110821	09/11/2026	500-641-44305	LAB SUPPLIES PIPETTE WPCP	377.07
Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:					377.07
Vendor: COM20 - COMCAST					
0413784-08182026	110823	09/11/2026	525-118-43106	INTERNET TINY TOT 08232026-09222026	214.67
281014193	110822	09/11/2026	525-118-43106	PD CALNET INTERNET	1,896.29
Vendor COM20 - COMCAST Total:					2,110.96
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
FY2627-SEP	110770	09/04/2026	100-231-42101	FIRE PROTECTION SERVICES SEPTEMBER 2026	162,583.22
FY2627-SEP	110770	09/04/2026	105-231-42101	FIRE PROTECTION SERVICES SEPTEMBER 2026	184,291.31

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
FY2627-SEP	110770	09/04/2026	106-231-42101	FIRE PROTECTION SERVICES SEPTEMBER 2026	201,419.47
Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:					548,294.00
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
709769	110824	09/11/2026	200-342-42101	TRAFFIC SIGNAL MAINTENANCE JULY 2026	3,496.48
709769	110824	09/11/2026	310-347-42101	TRAFFIC SIGNAL MAINTENANCE JULY 2026	437.06
709769	110824	09/11/2026	377-342-47205	TRAFFIC SIGNAL MAINTENANCE JULY 2026	12,818.53
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					16,752.07
Vendor: CON95 - CONTRA COSTA COUNTY TREASURER					
R26-005747	110825	09/11/2026	100-561-42101	ANIMAL CONTROL SERVICE JULY 1-SEPT. 30, 2026	61,393.00
Vendor CON95 - CONTRA COSTA COUNTY TREASURER Total:					61,393.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
33144	110771	09/04/2026	100-221-42107	WHEEL ALIGNMENT TIRE PACKAGE PATROL 801	583.75
33184	110826	09/11/2026	100-221-42107	VEHICLE INSPECTION BATTERY CATACLEAN PATROL 809	344.58
33185	110771	09/04/2026	100-221-42107	OIL CHANGE CHIEF CAR	70.00
33190	110771	09/04/2026	100-221-42107	OIL CHANGE PATROL 807	70.00
33191	110771	09/04/2026	100-221-42107	WHEEL ALIGNMENT, VEHICLE INSPECTION, TIRE STEERING	1,913.39
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					2,981.72
Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC					
2607160	110827	09/11/2026	276-345-47203	PROFESSIONAL SERV SKATE PARK JUNE 2026	2,207.00
Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total:					2,207.00
Vendor: 3301 - DCCM INFRASTRUCTURE, INC.					
64977	110828	09/11/2026	325-342-47205	PAVEMENT REHAB	3,855.00
Vendor 3301 - DCCM INFRASTRUCTURE, INC. Total:					3,855.00
Vendor: DOL01 - DOLAN'S LUMBER					
AUGUST 2026	110772	09/04/2026	107-345-44306	CITYWIDE PURCHASES	16.72
AUGUST 2026	110772	09/04/2026	207-344-44306	CITYWIDE PURCHASES	13.57
AUGUST 2026	110772	09/04/2026	207-344-44306	CITYWIDE PURCHASES	27.16
AUGUST 2026	110772	09/04/2026	207-344-44306	CITYWIDE PURCHASES	54.34
Vendor DOL01 - DOLAN'S LUMBER Total:					111.79
Vendor: 2682 - EAN SERVICES, LLC					
90185616174	110829	09/11/2026	100-221-42514	RENTAL CAR PD	167.89
Vendor 2682 - EAN SERVICES, LLC Total:					167.89
Vendor: EBM01 - EBMUD					
303032-08242026	110773	09/04/2026	310-348-43102	2677 Pinole Valley Rd-- Irrigation Use Only	154.59
388057-08252026	110773	09/04/2026	100-343-43102	1960 Sarah Dr--Irrigation Use Only	249.14
435474-08242026	110773	09/04/2026	100-343-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	137.00
435748-08172026	110773	09/04/2026	209-553-43102	2454 SIMAS AVE-TINY TOTS	102.64
435748-08172026	110773	09/04/2026	209-557-43102	2454 SIMAS AVE-TINY TOTS	3,318.71
Vendor EBM01 - EBMUD Total:					3,962.08
Vendor: 2380 - ELIZABETH A. LYNN					
AUGUST 2026	110830	09/11/2026	209-563-42101	INSTRUCTOR FEE AUGUST 2026 PSC	369.30
Vendor 2380 - ELIZABETH A. LYNN Total:					369.30
Vendor: 3234 - ENERGY RESOURCES INTEGRATION, LLC.					
INV/2026/00128	110774	09/04/2026	212-461-42514	PROFESSIONAL SERVICES DECARBONIZATION JUNE 2026	10,440.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV/2026/00129	110774	09/04/2026	212-461-42514	PROFESSIONAL SERVICES DECARBONIZATION	8,910.00
Vendor 3234 - ENERGY RESOURCES INTEGRATION, LLC. Total:					19,350.00
Vendor: 3303 - FELICITY HARRIS-GARCIA					
09022026	110831	09/11/2026	212-461-42514	HEAT PUMP PERMIT FEE REFUND CEC GRANT FUNDS	429.07
Vendor 3303 - FELICITY HARRIS-GARCIA Total:					429.07
Vendor: FIS01 - FISHER SCIENTIFIC					
0584040	110775	09/04/2026	500-641-44303	ACETATE BUFF WPCP	272.56
0862683	110832	09/11/2026	500-641-44305	ELECTRODE ROSS LAB SUPPLIES WPCP	979.87
Vendor FIS01 - FISHER SCIENTIFIC Total:					1,252.43
Vendor: 3183 - GEOSYNTEC CONSULTANTS, INC.					
IC12203	110776	09/04/2026	106-344-47206	TRASH LOAD REDUCTION COMPLIANCE SUPPORT	3,214.50
IC12205	110776	09/04/2026	106-344-47206	PHASE 1 FEASIBILITY ASSESSMENT & PROJECT DEVELOPME	15,359.83
Vendor 3183 - GEOSYNTEC CONSULTANTS, INC. Total:					18,574.33
Vendor: HAC01 - HACH COMPANY					
15067144	110833	09/11/2026	500-641-44305	LAB SUPPLIES WPCP	2,861.92
15069570	110833	09/11/2026	500-641-44305	DPD FREE CHLORINE WPCP	77.74
15069579	110833	09/11/2026	500-641-44303	LAB SUPPLIES CHEMICALS WPCP	526.10
15114823	110777	09/04/2026	500-641-44303	PAO STD DISSOLVED OXYGEN WPCP	536.83
Vendor HAC01 - HACH COMPANY Total:					4,002.59
Vendor: IIM01 - IIMC					
08312026	110834	09/11/2026	100-112-42401	ANNUAL MEMBERSHIP CITY CLERK 09302027	195.00
Vendor IIM01 - IIMC Total:					195.00
Vendor: IMA01 - IMAGE SALES, INC.					
0080500-IN	110835	09/11/2026	100-222-42201	ID CARD AND BADGES PD	34.91
Vendor IMA01 - IMAGE SALES, INC. Total:					34.91
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
275606	110778	09/04/2026	100-551-42511	PORTABLE TOILET RENTAL FARMERS MARKET	146.90
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					146.90
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
AUGUST 2026	110836	09/11/2026	209-563-42101	INSTRUCTOR CLASSESS AUGUST 2026 PSC	1,101.80
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					1,101.80
Vendor: 2977 - JOSE A. VARGAS					
09262026	110779	09/04/2026	209-562-38112	SECURITY SERVICES RENTAL 09262026 PSC	675.00
Vendor 2977 - JOSE A. VARGAS Total:					675.00
Vendor: 3199 - JUST4KICKS-SOLANO INC.					
2026-99	110837	09/11/2026	209-563-42101	SOCCER CLASSES	691.20
Vendor 3199 - JUST4KICKS-SOLANO INC. Total:					691.20
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000035278	110838	09/11/2026	500-641-44302	SLUDGE REMOVAL WPCP	6,820.97
Vendor KEL09 - KELLER CANYON LANDFILL Total:					6,820.97
Vendor: ODO03 - KIMBERLY YOUNG					
08312026	110839	09/11/2026	500-641-42302	REIMBURSEMENT PARKING MTG AT EBMUD	28.00
Vendor ODO03 - KIMBERLY YOUNG Total:					28.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: KNO03 - KNORR SYSTEMS, INC.					
319571	110840	09/11/2026	209-557-42108	MINI BULK SODIUM HYPOCHLORINE SWIM POOL	1,316.17
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					1,316.17
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
13814	110841	09/11/2026	500-641-44303	KWS3254 TOTE WPCP	11,881.75
13824	110841	09/11/2026	500-641-44303	KWS2154 TOTE WPCP	5,940.88
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					17,822.63
Vendor: LDS00 - L.D. STROBEL CO, INC.					
4915	110780	09/04/2026	276-343-47201	INITIAL VISIT SITE PORT PLATES PUBLIC SAFETY	3,738.00
Vendor LDS00 - L.D. STROBEL CO, INC. Total:					3,738.00
Vendor: 1253 - LIL' FROG CREATIONS					
1338	110781	09/04/2026	209-553-42514	TINTY TOT BANNERS	232.04
1339	110781	09/04/2026	209-552-42515	HOLIDAY CARF FAIR BANNERS	303.05
Vendor 1253 - LIL' FROG CREATIONS Total:					535.09
Vendor: CUR03 - LN CURTIS & SONS					
INV1102660	110782	09/04/2026	100-221-44410	UNIFORM HASTINGS	566.44
INV1104309	110842	09/11/2026	203-221-42514	K9 STAR PATCH	44.10
INV1104367	110842	09/11/2026	100-221-42514	UNIFORM FOR CUELLAS	781.80
INV1104401	110842	09/11/2026	100-221-42514	CCCSO RECRUIT UNIFORM	887.58
Vendor CUR03 - LN CURTIS & SONS Total:					2,279.92
Vendor: 3020 - MAINFRAME ENVIRONMENT CLEANING & CABLING					
260810257	110843	09/11/2026	100-223-42107	CLEAN VACUUMED ALL EQUIPMENT	680.00
Vendor 3020 - MAINFRAME ENVIRONMENT CLEANING & CABLING Total:					680.00
Vendor: MAN01 - MANNA FOODS, INC.					
1061958	110844	09/11/2026	209-552-43804	FOOD PROGRAM PSC	321.46
1061959	110844	09/11/2026	209-552-43804	FOOD PROGRAM PSC	358.00
Vendor MAN01 - MANNA FOODS, INC. Total:					679.46
Vendor: HOW08 - MICHAEL HOWE					
09012026	110845	09/11/2026	500-641-42302	REIMBURSEMENT PARKING MTG BACWA AT EBMUD	24.00
Vendor HOW08 - MICHAEL HOWE Total:					24.00
Vendor: 3202 - MOTOPOST USA					
3808	110846	09/11/2026	100-221-44410	Motopost Traffic Officer Safety gear (uniform)	2,006.17
Vendor 3202 - MOTOPOST USA Total:					2,006.17
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV005081	110847	09/11/2026	100-110-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	2,730.61
INV005081	110847	09/11/2026	100-110-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	3,336.77
INV005081	110847	09/11/2026	100-111-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	31,816.17
INV005081	110847	09/11/2026	100-111-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	38,879.01
INV005081	110847	09/11/2026	100-112-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	26,628.52
INV005081	110847	09/11/2026	100-112-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	32,539.77
INV005081	110847	09/11/2026	100-113-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	190.29
INV005081	110847	09/11/2026	100-113-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	232.53
INV005081	110847	09/11/2026	100-115-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	39,014.12
INV005081	110847	09/11/2026	100-115-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	47,674.84

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV005081	110847	09/11/2026	100-116-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	29,407.46
INV005081	110847	09/11/2026	100-116-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	35,935.60
INV005081	110847	09/11/2026	100-221-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	218,209.22
INV005081	110847	09/11/2026	100-221-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	266,649.31
INV005081	110847	09/11/2026	100-222-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	21,476.59
INV005081	110847	09/11/2026	100-222-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	26,244.16
INV005081	110847	09/11/2026	100-223-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	93,897.10
INV005081	110847	09/11/2026	100-223-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	114,741.24
INV005081	110847	09/11/2026	100-341-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	51,588.99
INV005081	110847	09/11/2026	100-341-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	63,041.19
INV005081	110847	09/11/2026	100-343-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	50,585.93
INV005081	110847	09/11/2026	100-343-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	61,815.46
INV005081	110847	09/11/2026	100-465-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	8,478.14
INV005081	110847	09/11/2026	100-465-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	10,360.19
INV005081	110847	09/11/2026	105-221-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	24,941.44
INV005081	110847	09/11/2026	105-221-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	30,478.18
INV005081	110847	09/11/2026	106-222-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	5,353.13
INV005081	110847	09/11/2026	106-222-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	6,541.47
INV005081	110847	09/11/2026	107-221-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	58,211.71
INV005081	110847	09/11/2026	107-221-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	71,134.09
INV005081	110847	09/11/2026	107-342-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	7,733.36
INV005081	110847	09/11/2026	107-342-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	9,450.08
INV005081	110847	09/11/2026	205-227-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	557.41
INV005081	110847	09/11/2026	205-227-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	681.15
INV005081	110847	09/11/2026	209-551-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	27,615.41
INV005081	110847	09/11/2026	209-551-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	33,745.73
INV005081	110847	09/11/2026	209-552-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	14,916.09
INV005081	110847	09/11/2026	209-552-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	18,227.30
INV005081	110847	09/11/2026	209-553-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	8,426.13
INV005081	110847	09/11/2026	209-553-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	10,296.63
INV005081	110847	09/11/2026	209-554-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	12,457.78
INV005081	110847	09/11/2026	209-554-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	15,223.28

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Payment Dates: 8/29/2026 - 9/11/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV005081	110847	09/11/2026	212-461-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	40,582.97
INV005081	110847	09/11/2026	212-461-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	49,591.95
INV005081	110847	09/11/2026	212-462-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	31,759.65
INV005081	110847	09/11/2026	212-462-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	38,809.95
INV005081	110847	09/11/2026	500-641-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	106,375.37
INV005081	110847	09/11/2026	500-641-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	129,989.55
INV005081	110847	09/11/2026	500-642-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	19,336.69
INV005081	110847	09/11/2026	500-642-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	23,629.23
INV005081	110847	09/11/2026	505-119-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	16,514.37
INV005081	110847	09/11/2026	505-119-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	20,180.38
INV005081	110847	09/11/2026	525-118-41009	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	14,823.35
INV005081	110847	09/11/2026	525-118-46201	FY26-27 GENERAL LIAB ERMA WORKER'S COMP VEHICLE	18,113.98
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					2,141,171.02
Vendor: 3291 - NICHOLAS JAKOBSEN					
08202026	110783	09/04/2026	100-116-42110	REIMBURSEMENT FINGER PRINTING	35.00
Vendor 3291 - NICHOLAS JAKOBSEN Total:					35.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
AUGUST 2026	110848	09/11/2026	100-221-42107	CITYWIDE PURCHASES	7.10
AUGUST 2026	110848	09/11/2026	100-343-44306	CITYWIDE PURCHASES	37.45
AUGUST 2026	110848	09/11/2026	100-343-44306	CITYWIDE PURCHASES	251.11
AUGUST 2026	110848	09/11/2026	500-641-44306	CITYWIDE PURCHASES	60.35
AUGUST 2026	110848	09/11/2026	500-641-44306	CITYWIDE PURCHASES	118.15
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					474.16
Vendor: PGE01 - PG&E					
0081-08172026	110784	09/04/2026	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	131.02
0209-08172026	110784	09/04/2026	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	134.54
0466-08142026	110784	09/04/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	341.95
0466-08142026	110784	09/04/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	512.92
1121-08192026	110784	09/04/2026	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	125.53
1156-08112026	110784	09/04/2026	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	30.13
1156-08112026	110784	09/04/2026	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	45.20
1233-08182026	110784	09/04/2026	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	125.91
1462-08122026	110784	09/04/2026	209-552-43103	2500 CHARLES ST SENIOR CENTER	268.97
1801-08072026	110784	09/04/2026	209-553-43103	2454 SIMAS AVE REC CTR & POOL	22.90
2615-08172026	110784	09/04/2026	107-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	10.51
2620-08192026	110784	09/04/2026	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	154.94
2793-08172026	110784	09/04/2026	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	138.65

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
3311-08172026	110784	09/04/2026	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	153.74
3850-08142026	110784	09/04/2026	107-345-43103	601 TENNENT AVE CARETAKER'S SHED	96.44
3914-08172026	110784	09/04/2026	107-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	337.89
4065-08172026	110784	09/04/2026	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	46.38
4193-08172026	110784	09/04/2026	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	90.25
5127-08172026	110784	09/04/2026	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	206.02
5137-08122026	110784	09/04/2026	209-557-43103	2450 SIMAS AVE SWIM CTR	525.07
5374-08182026	110784	09/04/2026	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	160.40
5387-08172026	110784	09/04/2026	107-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	56.26
7114-08172026	110784	09/04/2026	200-342-43103	2429 SAN PABLO AVE	148.26
7186-08112026	110784	09/04/2026	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.65
8086-08172026	110784	09/04/2026	200-342-43103	N/S BORDER CITY OF PINOLE	112.18
8687-08182026	110784	09/04/2026	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	162.36
9824-08172026	110784	09/04/2026	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	162.21
9961-08252026	110784	09/04/2026	209-552-43103	2500 CHARLES ST-SENIOR CENTER	5,868.30
Vendor PGE01 - PG&E Total:					10,177.58
Vendor: PIN01 - PINOLE POLICE ASSOCIATION					
08312026	110786	09/04/2026	100-20402	REISSUE STALE DATE CHECKS 30510,30498,30485	7,977.57
Vendor PIN01 - PINOLE POLICE ASSOCIATION Total:					7,977.57
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
06082026	110787	09/04/2026	209-557-42101	REIMBURSEMENT SWIM EXPENSES JUNE 2026	11,775.04
08042026	110787	09/04/2026	209-557-42101	REIMBURSEMENT SWIM EXPENSES THROUGH 080426	31,761.27
Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:					43,536.31
Vendor: PIT06 - PITNEY BOWES					
08182026	110849	09/11/2026	525-118-42203	REFIL POSTAGE FUNDS	2,024.75
Vendor PIT06 - PITNEY BOWES Total:					2,024.75
Vendor: 3308 - PONTON INDUSTRIES, INC.					
34305	110850	09/11/2026	500-641-44306	SUPPLIES FOR WPCP	2,772.59
Vendor 3308 - PONTON INDUSTRIES, INC. Total:					2,772.59
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
111634	110788	09/04/2026	100-341-42201	BUSINESS CARDS M. BROWN	94.38
111635	110788	09/04/2026	100-341-42201	BUSINESS CARDS GENERAL PW	124.42
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					218.80
Vendor: 2985 - PURETEC INDUSTRIAL WATER					
2445668	110851	09/11/2026	500-641-44305	WWTP LAB DI WATER WPCP	51.84
Vendor 2985 - PURETEC INDUSTRIAL WATER Total:					51.84
Vendor: 2783 - READYFRESH					
26H6708050237	110789	09/04/2026	100-111-42201	WATER CH	25.34
36H6708050237	110852	09/11/2026	100-111-42201	WATER FOR CH	101.84
Vendor 2783 - READYFRESH Total:					127.18
Vendor: 1828 - REBECCA CHEYNE					
08/10-08/12/26	110790	09/04/2026	100-222-42303	REIMBURSEMENT MEALS PIO TRAINING	198.00
Vendor 1828 - REBECCA CHEYNE Total:					198.00

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Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
283811	110791	09/04/2026	107-342-44306	NO LEFT TURN SIGNS	120.73
283958	110791	09/04/2026	107-342-44306	BAG GLASS BEADS FOR STREET PAINTING AND TELES PAR	1,253.89
284142	110791	09/04/2026	100-343-44410	SAFETY VEST HARD HATS WATERPROOF BOMBER	94.41
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					1,469.03
Vendor: 3302 - ROBERTO RAMIREZ CUELLAR					
08172026	110853	09/11/2026	100-221-42514	BOOTS FOR ACADEMY GEAR CUELLAR	187.37
Vendor 3302 - ROBERTO RAMIREZ CUELLAR Total:					187.37
Vendor: 3299 - ROSARIO ROMO VASQUEZ					
08312026	110854	09/11/2026	100-116-42110	REIMBURSEMENT FOR LIVE SCAN FOR JOB OFFER	45.00
Vendor 3299 - ROSARIO ROMO VASQUEZ Total:					45.00
Vendor: 2632 - SHIPLEY POOL SERVICE					
16295	110855	09/11/2026	209-557-42108	MONTHLY POOL SERVICE SEPTEMBER 2026	3,535.82
Vendor 2632 - SHIPLEY POOL SERVICE Total:					3,535.82
Vendor: 2657 - SHRED CITY, LLC					
23977090326	110856	09/11/2026	100-111-42201	FLAT RATE DOCUMENT DESTRUCTION CH	125.00
Vendor 2657 - SHRED CITY, LLC Total:					125.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
57559	110857	09/11/2026	500-641-42107	REPAIRS WPCP	590.00
57559	110857	09/11/2026	500-641-44306	REPAIRS WPCP	683.70
Vendor SQU00 - SQUARE DEAL GARAGE Total:					1,273.70
Vendor: STA42 - STAPLES BUSINESS CREDIT					
AUGUST 2026	110792	09/04/2026	100-222-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	105.54
AUGUST 2026	110792	09/04/2026	100-222-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	268.65
AUGUST 2026	110792	09/04/2026	100-341-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	122.97
AUGUST 2026	110792	09/04/2026	209-553-42514	CITYWIDE PURCHASES OFFICE SUPPLIES	278.32
AUGUST 2026	110792	09/04/2026	212-462-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	122.97
AUGUST 2026	110792	09/04/2026	212-462-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	164.38
AUGUST 2026	110792	09/04/2026	212-462-42201	CITYWIDE PURCHASES OFFICE SUPPLIES	409.01
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					1,471.84
Vendor: STE20 - STERICYCLE, INC.					
8015254734	110858	09/11/2026	100-221-42101	MEDICAL WASTE PD	73.09
Vendor STE20 - STERICYCLE, INC. Total:					73.09
Vendor: 3172 - SUSAN MCALLISTER					
AUGUST 2026	110859	09/11/2026	209-563-42101	INSTRUCTOR FEE PSC AUGUST 2026	208.80
Vendor 3172 - SUSAN MCALLISTER Total:					208.80
Vendor: 2969 - TERMINIX COMMERCIAL					
475500199	110793	09/04/2026	209-562-42108	PEST CONTROL PSC	187.00
475529146	110793	09/04/2026	209-562-42108	PEST CONTROL PYC	183.00
475529601	110793	09/04/2026	209-557-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	81.50
475529601	110793	09/04/2026	209-562-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	81.50
Vendor 2969 - TERMINIX COMMERCIAL Total:					533.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2990 - THE BUTLER					
AUGUST 2026	110860	09/11/2026	209-563-42101	INSTRUCTOR FEE PSC AUGUST 2026	376.80
Vendor 2990 - THE BUTLER Total:					376.80
Vendor: 3137 - THE PAPE' GROUP, INC					
16320771	110861	09/11/2026	500-641-44306	DUMP TRUCK PARTS WPCP	453.78
Vendor 3137 - THE PAPE' GROUP, INC Total:					453.78
Vendor: TMO00 - T-MOBILE USA, INC					
216287958-7	110862	09/11/2026	525-118-43101	CELL PHONE AUGUST 2026	78.45
218928460-4	110862	09/11/2026	525-118-43101	CELL PHONES AUGUST 2026	854.18
219679781-4	110862	09/11/2026	525-118-43101	CELL PHONE AUGUST 2026	153.24
219717201-4	110862	09/11/2026	525-118-43101	CELL PHONE PD AUGUST 2026	9,547.26
221932829-2	110862	09/11/2026	525-118-43101	CELL PHONE AUGUST 2026	70.23
221932852-2	110862	09/11/2026	525-118-43101	CELL PHONE AUGUST 2026	117.05
221933468-2	110862	09/11/2026	525-118-43101	CELL PHONE AUGUST 2026	23.41
Vendor TMO00 - T-MOBILE USA, INC Total:					10,843.82
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.					
263397-202608-1	110863	09/11/2026	100-222-42106	DATA SEARCH PD AUGUS...	158.95
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. Total:					158.95
Vendor: 3063 - UBEO WEST, LLC.					
587514126	110864	09/11/2026	525-118-42107	CITYWIDE COPIERS MAINTENANCE CONTRACT JULY 2026	3,522.48
589650894	110864	09/11/2026	525-118-42107	CITYWIDE COPIER MAINTENANCE CONTRACT AUGUST 2026	3,522.48
Vendor 3063 - UBEO WEST, LLC. Total:					7,044.96
Vendor: ULI01 - ULINE					
212216713	110865	09/11/2026	525-118-47105	STORAGE RACK CARD HOLDER RUBBER Mallet	1,312.23
212893569	110865	09/11/2026	500-641-47103	FILING CABINETS WPCP	2,178.23
Vendor ULI01 - ULINE Total:					3,490.46
Vendor: UNI38 - UNIVAR USA INC					
54105561	110794	09/04/2026	500-641-44303	SOD HYPO 12.5% LIQUICHLOR	17,083.68
54137931	110866	09/11/2026	500-641-44303	SOD BISULFITE BULK WPCP	8,362.47
Vendor UNI38 - UNIVAR USA INC Total:					25,446.15
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
26570	110795	09/04/2026	209-558-42108	JANITORIAL SUPPLIES PYC	38.44
26640	110796	09/04/2026	209-562-42108	JANITORIAL SUPPLIES PYC	268.71
26783	110797	09/04/2026	100-343-42108	JANITORIAL SUPPLIES CY	711.66
548752	110868	09/11/2026	100-222-42108	JANITORIAL SERVICES JULY 2026 PUBLIC SAFETY BLDG	2,768.00
549728	110867	09/11/2026	500-641-42108	JANITORIAL SERVICES AUGUST 2026 WPCP	573.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					4,359.81
Vendor: USB06 - US BANK					
AUGUST 2026	110798	09/04/2026	100-20018	CITYWIDE CREDIT CARDS	12,096.30
Vendor USB06 - US BANK Total:					12,096.30
Vendor: VER02 - VERIZON WIRELESS					
6151138414	110869	09/11/2026	525-118-43101	CITYWIDE CELL PHONES 071626-081526	3,798.85
Vendor VER02 - VERIZON WIRELESS Total:					3,798.85
Vendor: 2828 - VESTIS					
939388000-08312026	110870	09/11/2026	209-552-43804	UNIFORM LAUNDRY SERVICE PSC AND WPCP	235.68
939388000-08312026	110870	09/11/2026	209-552-43804	UNIFORM LAUNDRY SERVICE PSC AND WPCP	202.17

WARRANT LISTING

Payment Dates: 8/29/2026 - 9/11/2026

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
939388000-08312026	110870	09/11/2026	209-552-43804	UNIFORM LAUNDRY SERVICE PSC AND WPCP	202.17
939388000-08312026	110870	09/11/2026	209-552-43804	UNIFORM LAUNDRY SERVICE PSC AND WPCP	202.17
939388000-08312026	110870	09/11/2026	500-641-44410	UNIFORM LAUNDRY SERVICE PSC AND WPCP	477.36
939388000-08312026	110870	09/11/2026	500-641-44410	UNIFORM LAUNDRY SERVICE PSC AND WPCP	474.71
939388000-08312026	110870	09/11/2026	500-641-44410	UNIFORM LAUNDRY SERVICE PSC AND WPCP	474.71
939388000-08312026	110870	09/11/2026	500-641-44410	UNIFORM LAUNDRY SERVICE PSC AND WPCP	474.71
Vendor 2828 - VESTIS Total:					2,743.68
Vendor: WKH00 - W K HYDRAULICS INC					
12284	110871	09/11/2026	500-641-44306	BROOM TRUCK WPCP	445.46
Vendor WKH00 - W K HYDRAULICS INC Total:					445.46
Vendor: 3209 - WESTLAKE ACE HARDWARE					
3102214	110872	09/11/2026	500-641-44306	SUPLIES WPCP	46.27
3102214	110872	09/11/2026	500-641-44306	SUPLIES WPCP	18.73
Vendor 3209 - WESTLAKE ACE HARDWARE Total:					65.00
Vendor: 3297 - WHENTOWORK, LLC.					
69177366-60-12-PRO-26	110799	09/04/2026	209-551-42510	ANNUAL FEE FOR ONLINE STAFF SCHEDULING SYSTEM REC	984.60
Vendor 3297 - WHENTOWORK, LLC. Total:					984.60
Vendor: 3298 - WILLIAM STONE					
08282026	110800	09/04/2026	209-552-36411	REFUND FOR 5 PSC LUNCH PROGRAM TICKETS	40.00
Vendor 3298 - WILLIAM STONE Total:					40.00
Vendor: 2648 - YANNET TORRES					
AUGUST 2026	110873	09/11/2026	209-563-42101	INSTRUCTOR FEE PSC AUGUST 2026	3,279.60
Vendor 2648 - YANNET TORRES Total:					3,279.60
Grand Total:					3,511,313.14

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,946,414.43
105 - Measure S -2006	239,880.42
106 - MEASURE S-2014	232,032.10
107 - Measure I	149,292.41
200 - Gas Tax Fund	5,134.26
203 - Public Safety Augmentation Fund	44.10
205 - Traffic Safety Fund	1,238.56
207 - NPDES Storm Water Fund	95.07
209 - Recreation Fund	216,489.73
212 - Building & Planning	183,696.25
276 - Growth Impact Fund	5,945.00
310 - Lighting & Landscape Districts	753.86
325 - City Street Improvements	3,855.00
377 - Arterial Streets Rehabilitation Fund	12,818.53
500 - Sewer Enterprise Fund	392,005.63
505 - Cable Access TV	37,627.07
525 - Information Systems	82,958.32
998 - Payroll Clearing	1,032.40
Grand Total:	3,511,313.14

Account Summary

Account Number	Account Name	Payment Amount
100-110-41002	Emp Benefits/Dental	280.00
100-110-41003	Emp Benefits/Vision Care	64.40
100-110-41007	Emp Benefits/Life-ADD	488.70
100-110-41009	Emp Benefits/Workers C...	2,730.61
100-110-46201	Insurance/General Liabili...	3,336.77
100-111-41002	Emp Benefits/Dental	255.20
100-111-41003	Emp Benefits/Vision Care	32.20
100-111-41007	Emp Benefits/Life-ADD	87.03
100-111-41009	Emp Benefits/Workers C...	31,816.17
100-111-42201	Office Expense	252.18
100-111-46201	Insurance/General Liabili...	38,879.01
100-112-41002	Emp Benefits/Dental	382.80
100-112-41003	Emp Benefits/Vision Care	48.30
100-112-41007	Emp Benefits/Life-ADD	68.95
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-41009	Emp Benefits/Workers C...	26,628.52
100-112-42401	Dues & Pub/Membershi...	195.00
100-112-46201	Insurance/General Liabili...	32,539.77
100-113-41002	Emp Benefits/Dental	108.80
100-113-41003	Emp Benefits/Vision Care	16.10
100-113-41007	Emp Benefits/Life-ADD	20.68
100-113-41009	Emp Benefits/Workers C...	190.29
100-113-46201	Insurance/General Liabili...	232.53
100-115-41002	Emp Benefits/Dental	345.20
100-115-41003	Emp Benefits/Vision Care	48.30
100-115-41007	Emp Benefits/Life-ADD	83.96
100-115-41008	Emp Benefits/Long Term...	47.40
100-115-41009	Emp Benefits/Workers C...	39,014.12
100-115-42101	Prof Svcs/Professional Se..	760.79
100-115-46201	Insurance/General Liabili...	47,674.84
100-116-41002	Emp Benefits/Dental	306.00
100-116-41003	Emp Benefits/Vision Care	48.30
100-116-41007	Emp Benefits/Life-ADD	79.66
100-116-41009	Emp Benefits/Workers C...	29,407.46
100-116-42101	Prof Svcs/Professional Se..	2,210.33

Account Summary

Account Number	Account Name	Payment Amount
100-116-42110	Prof Svcs/Fingerprinting	125.00
100-116-46201	Insurance/General Liabili...	35,935.60
100-117-41004	Emp Benefits/PERS Retir...	391,838.91
100-20018	Accounts Payable/CalCa...	12,096.30
100-20402	Deferred Rev/Unclaimed...	7,977.57
100-221-41002	Emp Benefits/Dental	1,658.00
100-221-41003	Emp Benefits/Vision Care	305.90
100-221-41007	Emp Benefits/Life-ADD	480.14
100-221-41009	Emp Benefits/Workers C...	218,209.22
100-221-42101	Prof Svcs/Professional Se..	1,310.59
100-221-42107	Prof Svcs/Equipment Ma...	2,988.82
100-221-42302	Travel & Training/Milea...	194.04
100-221-42303	Travel & Training/Meal A..	279.00
100-221-42514	Admin Exp/Special Depa...	2,024.64
100-221-44410	Safety Clothing	2,572.61
100-221-46201	Insurance/General Liabili...	266,649.31
100-222-41002	Emp Benefits/Dental	280.00
100-222-41003	Emp Benefits/Vision Care	64.40
100-222-41007	Emp Benefits/Life-ADD	92.18
100-222-41008	Emp Benefits/Long Term...	111.31
100-222-41009	Emp Benefits/Workers C...	21,476.59
100-222-42106	Prof Svcs/Software Main...	158.95
100-222-42108	Prof Svcs/Building-Struc...	8,120.06
100-222-42201	Office Expense	409.10
100-222-42303	Travel & Training/Meal A..	198.00
100-222-46201	Insurance/General Liabili...	26,244.16
100-223-41002	Emp Benefits/Dental	1,084.80
100-223-41003	Emp Benefits/Vision Care	161.00
100-223-41007	Emp Benefits/Life-ADD	165.92
100-223-41009	Emp Benefits/Workers C...	93,897.10
100-223-42107	Prof Svcs/Equipment Ma...	680.00
100-223-46201	Insurance/General Liabili...	114,741.24
100-231-42101	Prof Svcs/Professional Se..	162,583.22
100-231-42108	Prof Svcs/Building-Struc...	1,513.00
100-341-41002	Emp Benefits/Dental	101.60
100-341-41003	Emp Benefits/Vision Care	32.20
100-341-41007	Emp Benefits/Life-ADD	106.59
100-341-41008	Emp Benefits/Long Term...	47.40
100-341-41009	Emp Benefits/Workers C...	51,588.99
100-341-42201	Office Expense	341.77
100-341-46201	Insurance/General Liabili...	63,041.19
100-342-41008	Emp Benefits/Long Term...	23.70
100-343-41002	Emp Benefits/Dental	868.80
100-343-41003	Emp Benefits/Vision Care	128.80
100-343-41007	Emp Benefits/Life-ADD	135.37
100-343-41008	Emp Benefits/Long Term...	164.70
100-343-41009	Emp Benefits/Workers C...	50,585.93
100-343-42108	Prof Svcs/Building-Struc...	711.66
100-343-43102	Utilities/Water	386.14
100-343-43103	Utilities/Electricity & Po...	55.03
100-343-44306	Other Materials Supp/M...	288.56
100-343-44410	Safety Clothing	94.41
100-343-46201	Insurance/General Liabili...	61,815.46
100-465-41002	Emp Benefits/Dental	127.60
100-465-41003	Emp Benefits/Vision Care	16.10
100-465-41007	Emp Benefits/Life-ADD	19.75
100-465-41008	Emp Benefits/Long Term...	23.70
100-465-41009	Emp Benefits/Workers C...	8,478.14

Account Summary

Account Number	Account Name	Payment Amount
100-465-46201	Insurance/General Liabili...	10,360.19
100-551-42511	Admin Exp/Equipment R...	146.90
100-561-42101	Prof Svcs/Professional Se..	61,393.00
105-221-41002	Emp Benefits/Dental	127.60
105-221-41003	Emp Benefits/Vision Care	16.10
105-221-41007	Emp Benefits/Life-ADD	25.79
105-221-41009	Emp Benefits/Workers C...	24,941.44
105-221-46201	Insurance/General Liabili...	30,478.18
105-231-42101	Prof Svcs/Professional Se..	184,291.31
106-222-41002	Emp Benefits/Dental	127.60
106-222-41003	Emp Benefits/Vision Care	16.10
106-222-41009	Emp Benefits/Workers C...	5,353.13
106-222-46201	Insurance/General Liabili...	6,541.47
106-231-42101	Prof Svcs/Professional Se...	201,419.47
106-344-47206	Improvements/Storm Dr...	18,574.33
107-221-41002	Emp Benefits/Dental	542.40
107-221-41003	Emp Benefits/Vision Care	80.50
107-221-41007	Emp Benefits/Life-ADD	99.92
107-221-41009	Emp Benefits/Workers C...	58,211.71
107-221-46201	Insurance/General Liabili...	71,134.09
107-342-41002	Emp Benefits/Dental	108.80
107-342-41003	Emp Benefits/Vision Care	16.10
107-342-41007	Emp Benefits/Life-ADD	23.01
107-342-41009	Emp Benefits/Workers C...	7,733.36
107-342-44306	Other Materials Supp/M...	1,374.62
107-342-46201	Insurance/General Liabili...	9,450.08
107-345-43103	Utilities/Electricity & Po...	501.10
107-345-44306	Other Materials Supp/M...	16.72
200-342-42101	Prof Svcs/Professional Se..	3,496.48
200-342-43103	Utilities/Electricity & Po...	1,637.78
203-221-42514	Admin Exp/Special Depa...	44.10
205-227-41009	Emp Benefits/Workers C...	557.41
205-227-46201	Insurance/General Liabili...	681.15
207-344-44306	Other Materials Supp/M...	95.07
209-20308	Deposits Payable/Recrea...	600.00
209-551-41002	Emp Benefits/Dental	306.00
209-551-41003	Emp Benefits/Vision Care	48.30
209-551-41007	Emp Benefits/Life-ADD	76.45
209-551-41008	Emp Benefits/Long Term...	23.70
209-551-41009	Emp Benefits/Workers C...	27,615.41
209-551-42510	Admin Exp/Software Pur...	984.60
209-551-46201	Insurance/General Liabili...	33,745.73
209-552-36411	Recreation Chg/Food Pr...	40.00
209-552-41002	Emp Benefits/Dental	101.60
209-552-41003	Emp Benefits/Vision Care	32.20
209-552-41007	Emp Benefits/Life-ADD	25.91
209-552-41008	Emp Benefits/Long Term...	47.40
209-552-41009	Emp Benefits/Workers C...	14,916.09
209-552-42515	Admin Exp/Special Events	303.05
209-552-43103	Utilities/Electricity & Po...	6,137.27
209-552-43804	Program Cost/Food Prog...	5,048.77
209-552-46201	Insurance/General Liabili...	18,227.30
209-553-41003	Emp Benefits/Vision Care	16.10
209-553-41007	Emp Benefits/Life-ADD	16.50
209-553-41008	Emp Benefits/Long Term...	23.70
209-553-41009	Emp Benefits/Workers C...	8,426.13
209-553-42514	Admin Exp/Special Depa...	510.36
209-553-43102	Utilities/Water	102.64

Account Summary

Account Number	Account Name	Payment Amount
209-553-43103	Utilities/Electricity & Po...	22.90
209-553-46201	Insurance/General Liabili...	10,296.63
209-554-41002	Emp Benefits/Dental	108.80
209-554-41003	Emp Benefits/Vision Care	16.10
209-554-41007	Emp Benefits/Life-ADD	14.25
209-554-41008	Emp Benefits/Long Term...	23.70
209-554-41009	Emp Benefits/Workers C...	12,457.78
209-554-43103	Utilities/Electricity & Po...	372.08
209-554-46201	Insurance/General Liabili...	15,223.28
209-557-42101	Prof Svcs/Professional Se..	43,536.31
209-557-42108	Prof Svcs/Building-Struc...	4,933.49
209-557-43102	Utilities/Water	3,318.71
209-557-43103	Utilities/Electricity & Po...	525.07
209-558-42108	Prof Svcs/Building-Struc...	38.44
209-562-38112	Rental Income/Facility R...	830.00
209-562-42108	Prof Svcs/Building-Struc...	1,369.48
209-563-42101	Prof Svcs/Professional Se..	6,027.50
212-461-34110	Review Fees/Design Rev...	1,500.00
212-461-41002	Emp Benefits/Dental	356.80
212-461-41003	Emp Benefits/Vision Care	64.40
212-461-41007	Emp Benefits/Life-ADD	72.89
212-461-41009	Emp Benefits/Workers C...	40,582.97
212-461-42514	Admin Exp/Special Depa...	19,779.07
212-461-46201	Insurance/General Liabili...	49,591.95
212-462-41002	Emp Benefits/Dental	268.40
212-462-41003	Emp Benefits/Vision Care	48.30
212-462-41007	Emp Benefits/Life-ADD	94.41
212-462-41008	Emp Benefits/Long Term...	71.10
212-462-41009	Emp Benefits/Workers C...	31,759.65
212-462-42201	Office Expense	696.36
212-462-46201	Insurance/General Liabili...	38,809.95
276-343-47201	Improvements/Building	3,738.00
276-345-47203	Improvements/Parks	2,207.00
310-347-42101	Prof Svcs/Professional Se..	437.06
310-347-43103	Utilities/Electricity & Po...	162.21
310-348-43102	Utilities/Water	154.59
325-342-47205	Improvements/Streets	3,855.00
377-342-47205	Improvements/Streets	12,818.53
500-641-41002	Emp Benefits/Dental	951.60
500-641-41003	Emp Benefits/Vision Care	161.00
500-641-41007	Emp Benefits/Life-ADD	217.24
500-641-41008	Emp Benefits/Long Term...	189.60
500-641-41009	Emp Benefits/Workers C...	106,375.37
500-641-42107	Prof Svcs/Equipment Ma...	4,660.00
500-641-42108	Prof Svcs/Building-Struc...	573.00
500-641-42302	Travel & Training/Milea...	52.00
500-641-44302	Other Materials Supp/Sl...	6,820.97
500-641-44303	Other Materials Supp/C...	44,604.27
500-641-44305	Other Materials Supp/La...	5,449.54
500-641-44306	Other Materials Supp/M...	8,692.31
500-641-44410	Safety Clothing	1,901.49
500-641-46201	Insurance/General Liabili...	129,989.55
500-641-47103	FF&E/Furniture & Applia...	2,178.23
500-641-47201	Improvements/Building	35,511.00
500-642-41002	Emp Benefits/Dental	356.80
500-642-41003	Emp Benefits/Vision Care	64.40
500-642-41007	Emp Benefits/Life-ADD	37.92
500-642-41008	Emp Benefits/Long Term...	47.40

Account Summary

Account Number	Account Name	Payment Amount
500-642-41009	Emp Benefits/Workers C...	19,336.69
500-642-43103	Utilities/Electricity & Po...	206.02
500-642-46201	Insurance/General Liabili...	23,629.23
505-119-41002	Emp Benefits/Dental	255.20
505-119-41003	Emp Benefits/Vision Care	32.20
505-119-41007	Emp Benefits/Life-ADD	39.40
505-119-41008	Emp Benefits/Long Term...	47.40
505-119-41009	Emp Benefits/Workers C...	16,514.37
505-119-43103	Utilities/Electricity & Po...	558.12
505-119-46201	Insurance/General Liabili...	20,180.38
525-118-41002	Emp Benefits/Dental	101.60
525-118-41003	Emp Benefits/Vision Care	32.20
525-118-41007	Emp Benefits/Life-ADD	41.36
525-118-41008	Emp Benefits/Long Term...	23.70
525-118-41009	Emp Benefits/Workers C...	14,823.35
525-118-42105	Prof Svcs/Network Main...	19,892.27
525-118-42107	Prof Svcs/Equipment Ma...	7,044.96
525-118-42203	Office Exp/Shipping & M...	2,024.75
525-118-43101	Utilities/Telephone	16,913.39
525-118-43106	Utilities/Internet	2,110.96
525-118-46201	Insurance/General Liabili...	18,113.98
525-118-47105	FF&E/Equipment (not-c-...	1,312.23
525-118-47106	FF&E/Computer Equipm...	523.57
998-20105	Sal & Ben Payable/Denta...	306.00
998-20106	Sal & Ben Payable/Vision...	48.30
998-20107	Sal & Ben Payable/Life In...	193.60
998-20118	Sal & Ben Payable / LTD ...	484.50
	Grand Total:	3,511,313.14

Project Account Summary

Project Account Key	Payment Amount
None	3,450,341.21
10634447206SW2401	15,359.83
10634447206SW2501	3,214.50
21246142514GR2501	19,779.07
27634347201FA1702	3,738.00
27634547203pa2202	2,207.00
32534247205RO2301	3,855.00
37734247205RO2502	12,818.53
	Grand Total:
	3,511,313.14

APPROVED BY: _____

DATE: _____

9/10/2026



CITY COUNCIL REPORT

9.C.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2025/26 FOURTH QUARTER FINANCIAL REPORT AND YEAR-END BUDGET AMENDMENTS

RECOMMENDATION

Staff recommend that the City Council receive the Fiscal Year (FY) 2025/26 Fourth Quarter Financial Report and adopt a resolution authorizing year-end budget adjustments.

BACKGROUND

The quarterly financial report is intended to provide the City Council, City staff and management, and the community a general update on the financial activities and condition of the City.

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. As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Fourth Quarter Financial Report (Attachments A and B) details financial activity through the fourth quarter of the FY 2025/26, July 1, 2025 through June 30, 2026. It presents preliminary year-end results. Further adjustments may be necessary as a result of the City's year-end audit process.

REVIEW AND ANALYSIS

The City Council adopted the FY 2025/26 budget, authorizing revenues totaling \$59.2 million, and expenditures totaling \$95 million. The budget projection assumed a net use of fund balance of \$35.8 million for all funds combined. The majority of the use of fund balance is for several large, multi-year capital improvement projects, notably in the wastewater enterprise fund.

The General Fund adopted budget included revenues totaling \$31.5 million and expenditures totaling \$32.8, and the use of General Fund unassigned fund balance of \$1.3 million to fund several one-time initiatives as well as several capital improvement projects.

During the FY 2025/26 mid-year budget review (second quarter), the City Council adopted budget amendments, bringing total General Fund expenditures to \$33.1 million, resulting in a net use of fund balance of \$1.5 million.

The City is projecting to close FY 2025/26 with General Fund revenues totaling \$32.3 million and expenditures totaling \$33 million, net use of fund balance of \$746,517, and an estimated ending fund balance of \$5 million.

As a part of the year-end closing, the City reviews all financial activity and identify if any adjustments are necessary. Staff recommends the following budget amendments:

General Fund

- Increase capital outlay by \$18,500 for K9 purchase.
- Increase transfers out (operating subsidies) to Building and Planning Fund by \$212,974 and to the PCTV Fund by \$163,739 in order to close the FY 2025/26 funding gaps.

Equipment Reserve Fund

- Increase capital outlay by \$151,453 for K9 transport vehicle and Police Administration vehicle.

All financial activity for FY 2025/26 is detailed in the Fourth Quarter Financial Report (Attachment A). Budgeted and actual revenues, expenditures, and estimated beginning and ending fund balance for each City fund is listed in the Financial Summary (Attachment B).

FISCAL IMPACT

In this FY 2025/26 Fourth Quarter Financial Report, staff recommends budget adjustments as summarized below. Funds will be appropriated from unassigned fund balance.

- Net increase in General Fund (Fund 100) expenditures of \$18,500.
- Net increase in Measure S 2006 Fund (105) expenditures of \$376,713.
- Net increase in Equipment Reserve Fund (160) expenditures of \$151,453.
- Net increase in Building and Planning Fund (209) revenue (transfer in) of \$212,974.
- Net increase in Cable Access TV Fund (Fund 505) revenue (transfer in) of \$163,739.

ATTACHMENTS

- A. FY 2025-26 Fourth Quarter Financial Report
- B. FY 2025-26 Fourth Quarter Financial Report Summary by Fund
- C. Resolution - FY 2025-26 Year-end

City of Pinole

FY 2025/26 Fourth Quarter Financial Report



Prepared by Finance Department

September 15, 2026

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Introduction

The quarterly financial report is intended to provide the City Council, City staff and management, and the community with a general update on the financial activities and condition of the City.

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. As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Fourth Quarter Financial Report details financial activity through the fourth quarter of the FY 2025/26, July 1, 2025 through June 30, 2026. It also provides projected year-end results.

The City's full budget document, FY 2025/26 Operating and Capital Budget, and other financial reports, can be found on the City's website at <https://www.pinoles.gov/financial-reports/>.

General Fund Overview

The City ended FY 2025/26 with stronger revenue performance than anticipated, expenditures generally within budget, and reserves maintained at required levels. At the same time, the year-end results reflect continued pressure on the ongoing operating budget and the need to carefully manage the use of the City's limited resources for programs and services.

The City Council adopted the FY 2025/26 budget on June 17, 2025, as a largely status quo budget, maintaining service and staffing levels consistent with the prior fiscal year. The adopted budget anticipated General Fund revenues of approximately \$31.5 million and expenditures of approximately \$32.8 million, which included \$1.3 million of General Fund unassigned fund balance for one-time purposes and several capital projects. The tables below summarize the baseline budget and one-time items.

	FY 2025/26 Baseline Budget	FY 2025/26 One- Time Items*	FY 2025/26 Total Budget
Revenues			
Property Taxes	\$ 6,698,790	\$ -	\$ 6,698,790
Sales and Use Taxes	4,567,189	-	4,567,189
Sales and Use Taxes - Measure S 2006	2,599,000	-	2,599,000
Sales and Use Taxes - Measure S 2014	2,599,000	-	2,599,000
Sales and Use Taxes - Measure I 2024	2,599,000	-	2,599,000
Utility Users Taxes (UUT)	2,345,000	-	2,345,000
Franchise Taxes	850,000	-	850,000
Transient Occupancy Tax (TOT)	400,000	-	400,000
Business License Tax	469,200	-	469,200
Intergovernmental Taxes	2,513,149	-	2,513,149
Permits	301,700	-	301,700
Fees	132,309	-	132,309
Charges for Services	1,861,497	-	1,861,497
Other Revenues	366,619	-	366,619
Transfers In - Pension Trust	2,552,745	-	2,552,745
Transfers In - OPEB Trust	682,700	-	682,700
Total Revenues	31,537,898	-	31,537,898
Expenditures			
Salaries and Wages	10,526,279	-	10,526,279
Benefits - PERS	4,437,115	-	4,437,115
Benefits - Other Benefits	3,741,236	-	3,741,236
Professional Services	8,913,471	468,937	9,382,408
Other Operating	378,156	-	378,156
Materials and Supplies	184,998	-	184,998
Interdepartmental Charges	(665,537)	-	(665,537)
Capital Outlay	191,440	795,000	986,440
Debt Service	653,545	-	653,545
Transfers Out	3,176,407	-	3,176,407
Total Expenditures	31,537,110	1,263,937	32,801,047
Net Surplus/(Deficit)	\$ 788		\$ (1,263,149)
*Funded by unassigned fund balance.			

*Breakdown of One-Time Initiatives and Capital Projects Funded by General Fund
Unassigned Fund Balance*

Department	Description	Amount
Community Development/ Economic Development	Advertising (gen and industry-specific)	\$ 2,000
Community Development/ Economic Development	Business Development/Community Help Reserve	10,000
Community Development/ Economic Development	Revitalization Reserve	10,000
Finance	Fee Study and Cost Allocation Plan	20,000
Finance	Grant Consulting	16,000
Human Resources	Executive Team Development/Retreat	10,000
Police	CERT Program Supplies	20,000
Police	Alex Clark Room Transformation	2,000
Public Works	Active Transportation Plan	30,000
Public Works	On-call Consultants for Capital Projects	75,000
Public Works	IN1703 Storm Drain Master Plan	273,937
	Total One-Time Initiatives	468,937
Public Works	RO2401 Road Maintenance Repairs	350,000
Public Works	FA2501 Zero-Emission Vehicle/EV Charging Infrastructure	75,000
Public Works	RO1710 San Pablo Ave. Bridge Over BNSF Railroad	100,000
Public Works	SW2401 Storm Drain Creek Discharge Improvements	120,000
Public Works	SW2501 Stormwater Upgrade & Trash Capture	150,000
	Total Capital Improvement Projects	795,000
	Total One-Time Items and Capital Improvement Projects	\$ 1,263,937

Additionally, the City maintains a separate General Reserve Fund, which is required by the City's Cash Reserve Policy to maintain a reserve balance equal to 25% of total ongoing General Fund operating expenditures. The General Reserve fund balance is projected to end the fiscal year with a balance of approximately \$7.8 million and remains in compliance with the policy.

The City is projecting to close FY 2025/26 with revenues totaling \$32.3 million and expenditures totaling \$33 million, and an estimated ending fund balance of \$5 million. The table below summarizes the General Fund budget to actuals for FY 2025/26.

General Fund (including Measure S 2006 and 2014, and Measure I 2024)	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 31,537,898	\$ 31,537,898	\$ -	\$ 31,537,898	\$ 32,299,906	\$ 32,299,906	102%	\$ 32,299,906
Expenditures	32,801,047	33,084,045	395,213	33,479,258	32,605,547	32,744,225	98%	33,046,423
Net surplus/deficit	(1,263,149)	(1,546,147)	(395,213)	(1,941,360)	\$ (305,641)	\$ (444,318)		(746,517)
Beginning Fund Balance	5,746,650	5,746,650		5,746,650				5,746,650
Ending Fund Balance	\$ 4,483,501	\$ 4,200,503		\$ 3,805,290				\$ 5,000,133

General Fund Revenue

The City Council authorized General Fund revenues of \$31,537,898 for FY 2025/26. Actual revenues for FY 2025/26 totaled \$32,299,906, or 102% of the budget. The table below summarizes General Fund revenue activity for the fourth quarter.

Category	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals	% of Amended Budget	Projected Year-End
Property Taxes	\$ 6,698,790	\$ 6,698,790	\$ -	\$ 6,698,790	\$ 6,771,575	101%	\$ 6,771,575
Sales and Use Taxes	4,567,189	4,567,189	-	4,567,189	4,746,425	104%	4,746,425
Sales and Use Taxes - Measure S 2006	2,599,000	2,599,000	-	2,599,000	2,556,977	98%	2,556,977
Sales and Use Taxes - Measure S 2014	2,599,000	2,599,000	-	2,599,000	2,557,086	98%	2,557,086
Sales and Use Taxes - Measure I 2024	2,599,000	2,599,000	-	2,599,000	2,546,792	98%	2,546,792
Utility Users Tax	2,345,000	2,345,000	-	2,345,000	2,607,395	111%	2,607,395
Franchise Taxes	850,000	850,000	-	850,000	869,531	102%	869,531
Other Taxes: TOT	400,000	400,000	-	400,000	288,688	72%	288,688
Other Taxes: Business License	476,172	476,172	-	476,172	474,430	100%	474,430
Intergovernmental Taxes	2,513,149	2,513,149	-	2,513,149	2,514,349	100%	2,514,349
Public Safety Charges	1,861,497	1,861,497	-	1,861,497	2,026,102	109%	2,026,102
Total Other Revenue	793,656	793,656	-	793,656	1,118,842	141%	1,118,842
Revenue Total:	28,302,453	28,302,453	-	28,302,453	29,078,191	103%	29,078,191
Transfer In from Pension/OPEB Trust	3,235,445	3,235,445		3,235,445	3,221,715	100%	3,221,715
Revenue/Sources Total:	\$ 31,537,898	\$ 31,537,898	\$ -	\$ 31,537,898	\$ 32,299,906	102%	\$32,299,906

The following section provides detailed explanations of fourth quarter financial activities for each revenue category, as well as historical trend data.

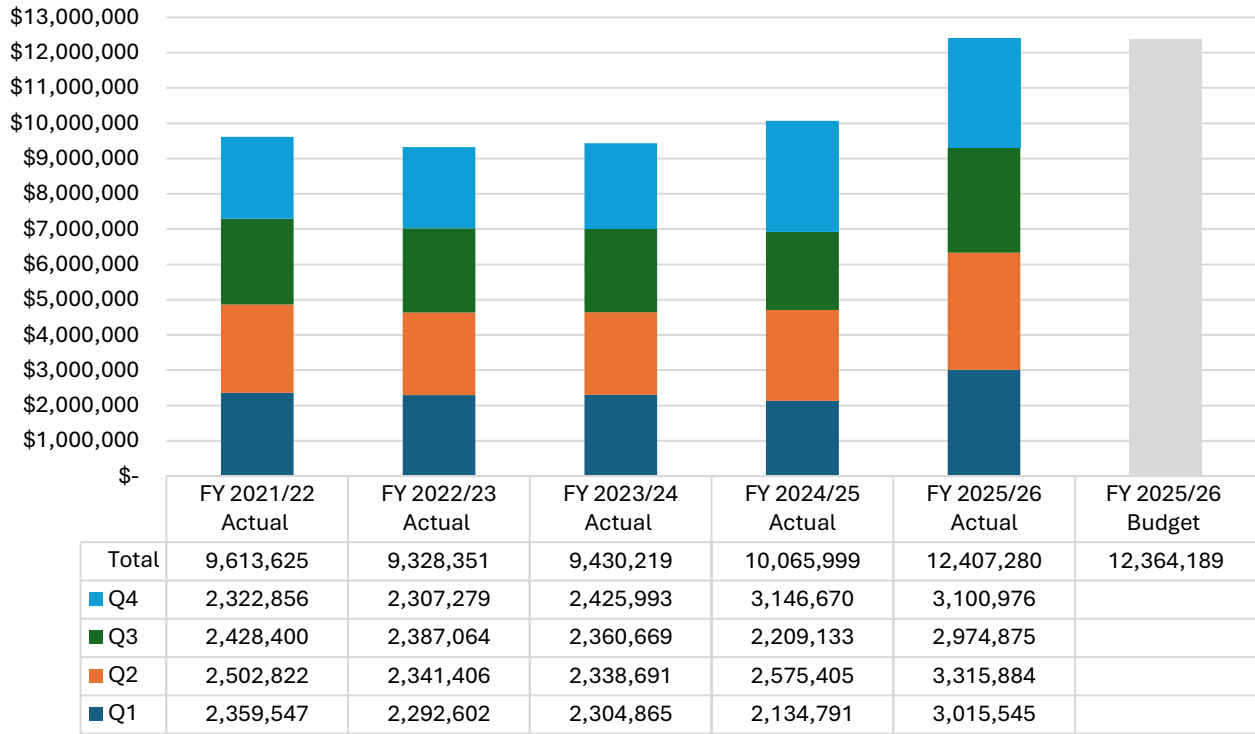
Sales Tax

Sales Tax is the City's largest general revenue stream at 39% of total General Fund revenues. The City's 10.25% sales tax is levied on taxable sales, and the City receives 1% for the standard Bradley Burns Sales Tax and 0.5% from each of the three local sales tax measures. This category includes the main General Fund (\$4,567,189), Measure S 2006 (\$2,599,000), Measure S 2014 (\$2,599,000), and Measure I 2024 (\$2,599,000). For FY 2025/26, sales tax receipts totaled \$12,407,280, or 100% of the budget.

City staff meet quarterly with the sales tax consultant, HdL, to review updates on the prior quarter's sales tax performance. Highlights from the most recent update for the period January through March 2026 include:

- Overall gross sales tax receipts increased 10% compared to the same period in 2025; after adjusting for reporting modifications, actual sales rose 7.4%.
- Casual, fast-casual, and quick-service dining grew 8.8%, largely driven by the opening of several new businesses.
- The City's allocation from the countywide use tax pool increased 17.1%, driven by new ecommerce distribution and third-party auto sales within the Contra Costa pool.
- Fuel service station receipts rose nearly 17% as fuel prices began climbing toward the middle of the quarter.
- Grocery receipts declined, contributing to an overall decrease in the food and drug category.
- Autos and transportation-related purchases declined.
- Retail sales (online and in-store) and restaurant receipts contributed positively to the City's local taxes.
- After adjustments, taxable sales for all of Contra Costa County decreased 0.2% compared to the same period in 2025; the Bay Area increased 3.5%

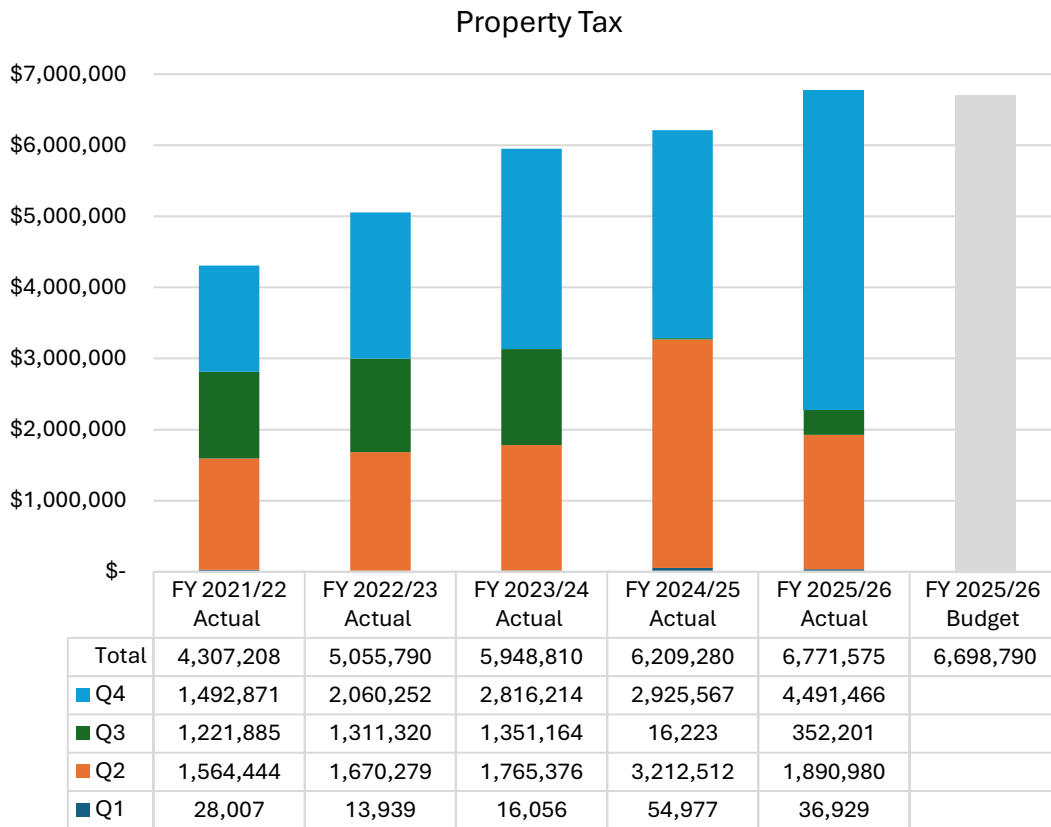
Sales Tax



Property Tax

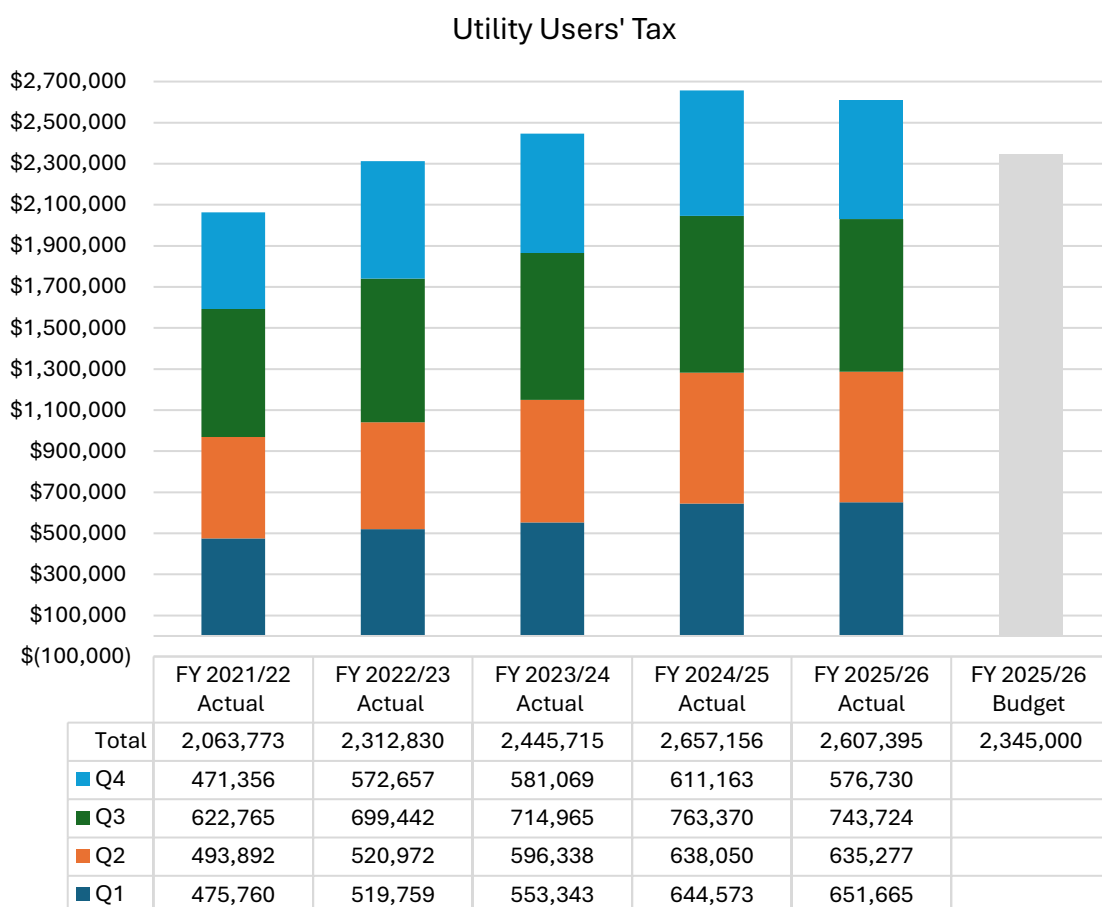
Property Tax is the City's second largest revenue stream at 21% of total General Fund revenues. It is comprised of four segments – secured, unsecured, supplemental, and transfer tax. The largest segment is the secured property tax. It is received in three installments in December (55%), April (40%), and June of each year (5%). Secured property tax revenue includes the basic 1% property tax. For FY 2025/26, revenue totaled \$6,771,575, or 101% of the budget. The fourth quarter came in significantly higher than usual due to the process to close out the Successor Agency.

Between April and June 2026, there were 30 single family residential sales in Pinole. The median price was \$744,500, representing a 6.4% increase from the previous quarter and a 4.9% increase compared to the same period in 2025. The median sales price for Contra Costa County was \$860,000, statewide it was \$904,640.



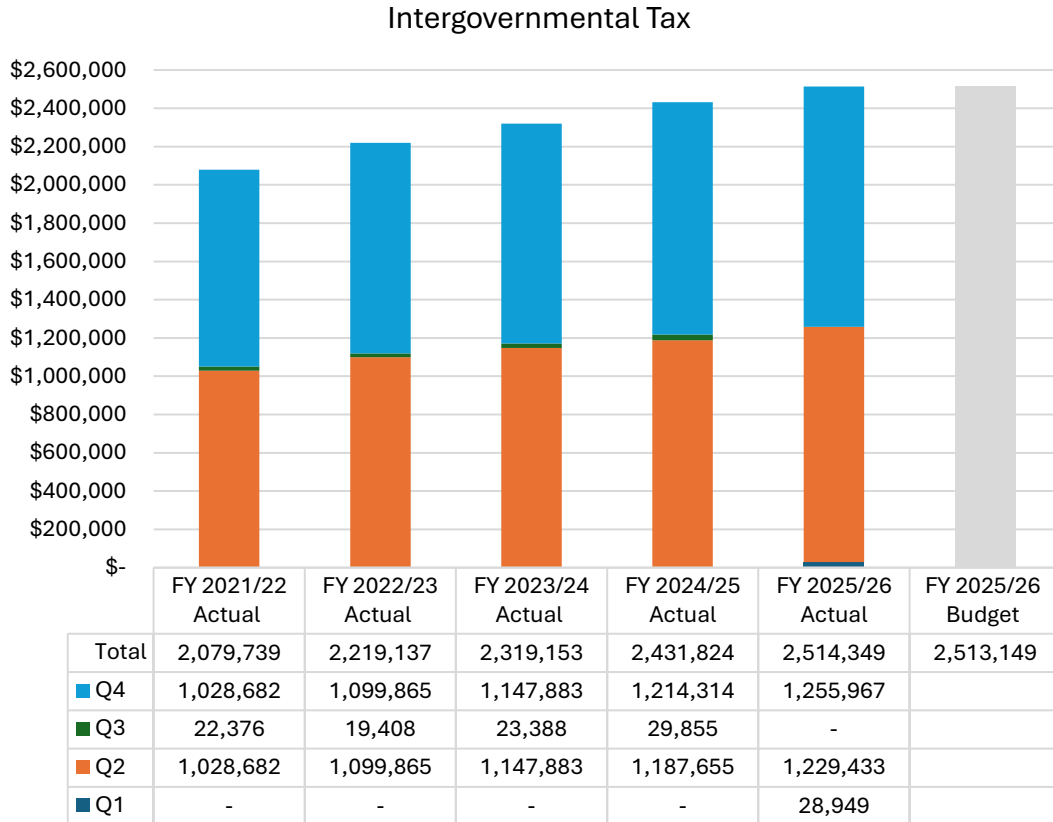
Utility Users' Tax

Utility Users' Tax (UUT) of 8% is levied on telecommunication, electricity, gas, and prepaid mobile telephones. For FY 2025/26, UUT revenue totaled \$2,607,395, or 111% of the budget. Actuals were higher in the electricity and gas segments.



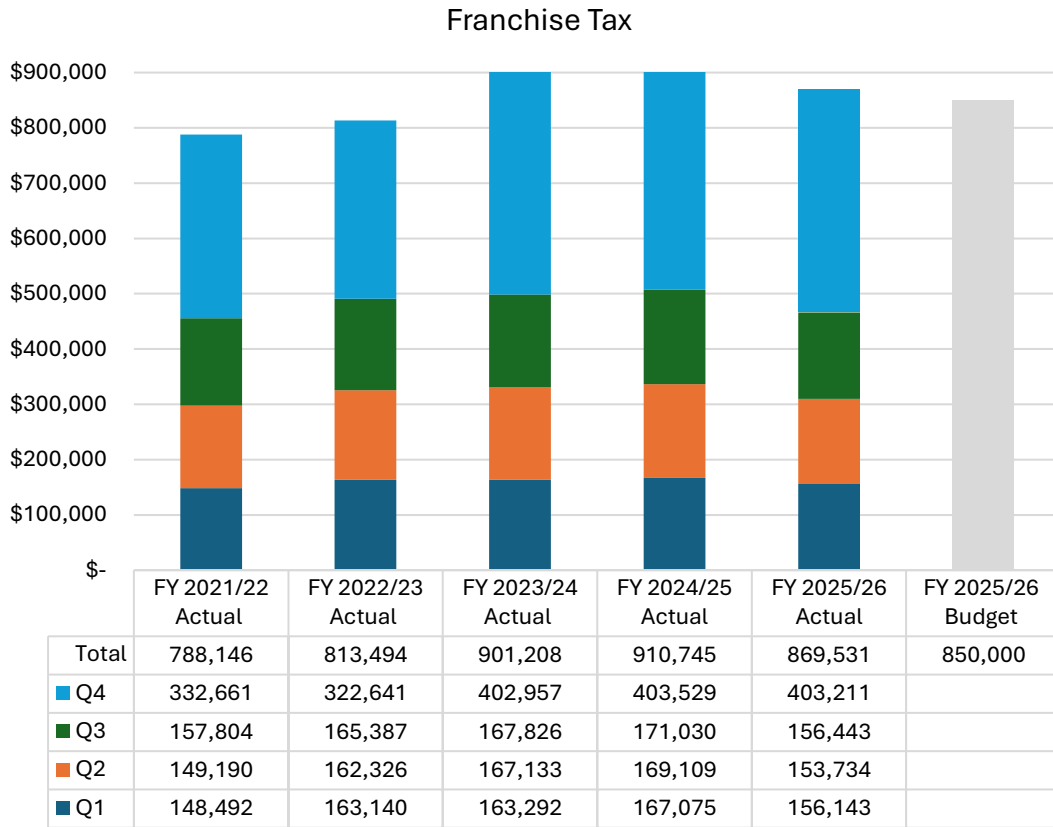
Intergovernmental Tax

Intergovernmental Tax is comprised of the Motor Vehicle License Fee (VLF), which is the City's share of motor vehicle license fees levied, collected, and apportioned by the State. This category also includes the Homeowners Property Tax Relief (\$30,000), which is a reimbursement from the State to offset loss of property tax for the state-imposed homeowner exemption. The VLF revenue is received in equal installments in December and June. For FY 2025/26, revenue totaled \$2,514,349, or 100% of the budget.



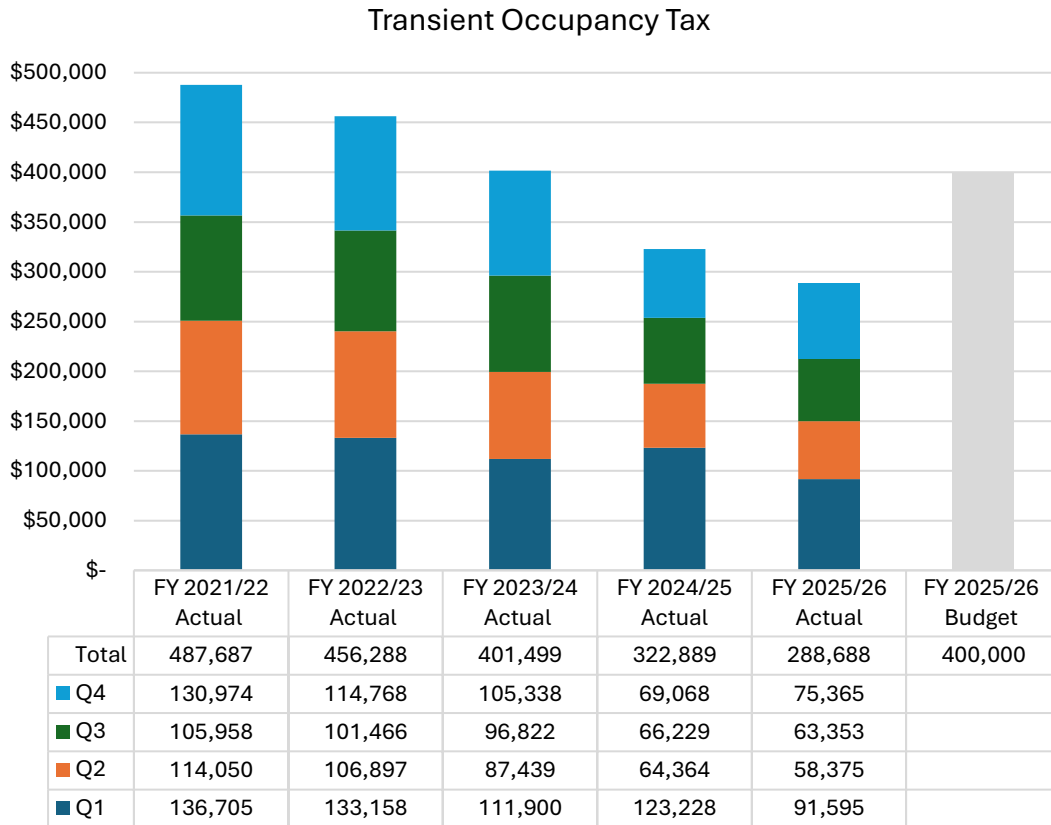
Franchise Tax

Franchise Tax is levied on gas (1%), electricity (2%), cable (5%), and refuse. For FY 2025/26, revenue totaled \$869,531, or 102% of the budget. Actuals were higher in the electricity and gas segments.



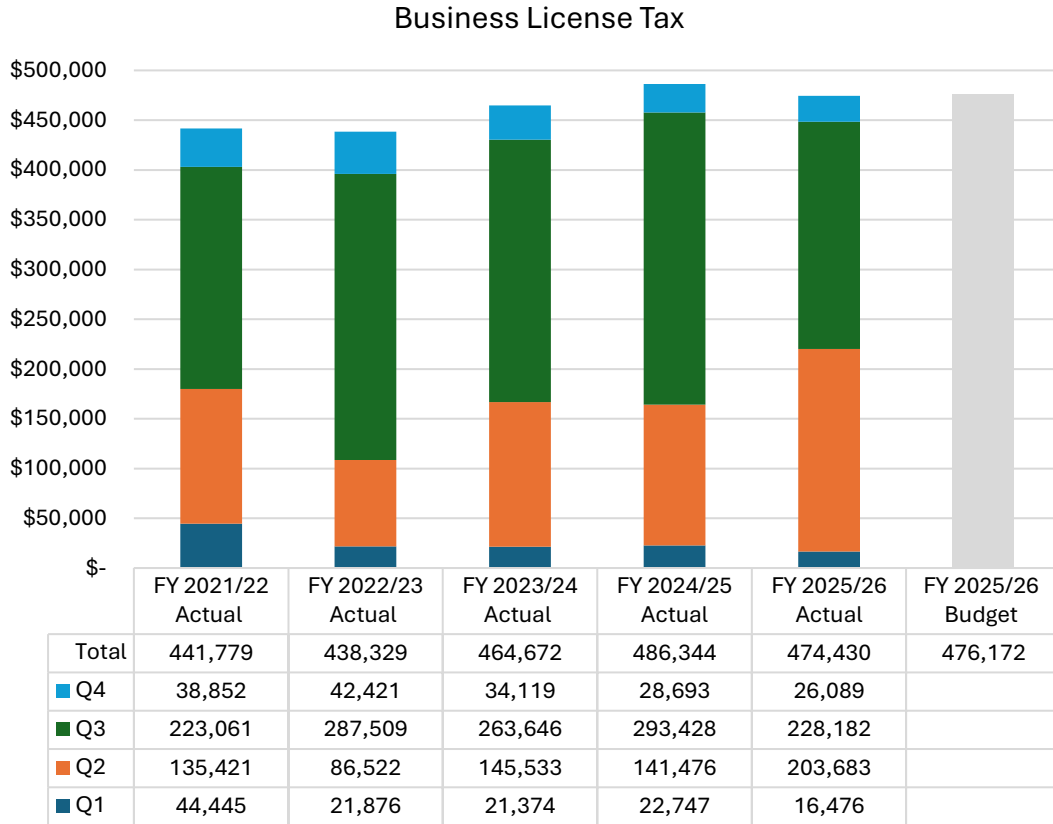
Transient Occupancy Tax (TOT)

Transient Occupancy Tax (TOT), also known as the “hotel tax,” is levied at 10% on persons staying 30 days or less in a motel or lodging facility within City limits. For FY 2025/26, revenue totaled \$288,688, or 72% of the budget. Actual revenue is lower due to outstanding receipts that are anticipated to be received in FY 2026/27.



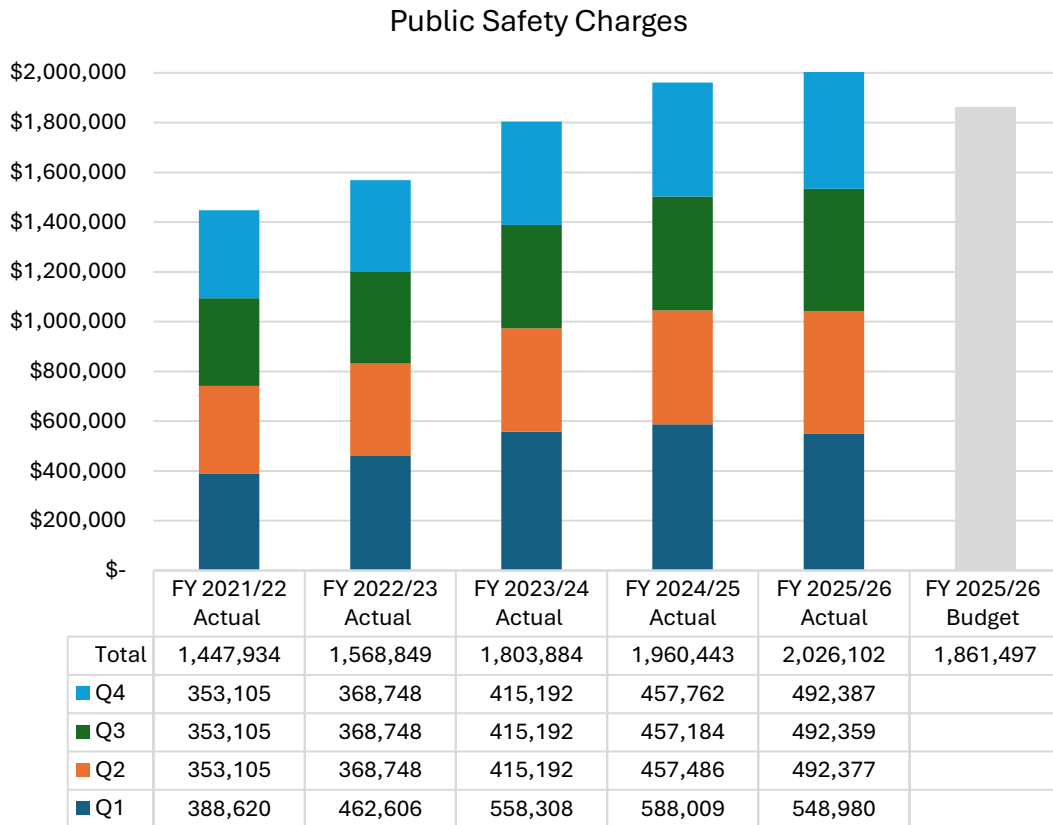
Business License Tax

Business License Tax is assessed on all businesses doing business within City limits. For FY 2025/26, revenue totaled \$474,430, or 100% of the budget.



Public Safety Charges

Public safety charges are received for dispatch services provided to the cities of Hercules and San Pablo under an Intergovernmental Service Sharing agreement. For FY 2025/26, actual receipts were \$2,026,102, or 109% of the budget. The first quarter amount was higher because it included a reconciliation payment based on actual usage from the prior fiscal year.



Other Revenue

Other revenue includes permits, fees, fines and forfeitures, rental income, proceeds from the sale of property, interest income, and grants. All revenues in this category totaled \$1,118,842, or 141% of the budget. Actual revenues are trending higher, primarily driven by encroachment permits, grant reimbursements for past storm damage, and reimbursements from insurance related to damage recovery.

Transfers In

The transfer in comes from the Pension and Other Post-Employment Benefits (OPEB) Trust to offset the increase in pension and OPEB costs in the General Fund. The amount of the transfer was \$3,221,715, based on actuals.

General Fund Expenditures

The City Council originally authorized General Fund expenditures of \$32,801,047 for FY 2025/26. Several adjustments were approved in the first and second quarters, resulting in a revised budget of \$33,084,045. For FY 2025/26, expenditures totaled \$32,605,547, or 98% of the budget. The table below summarizes General Fund expenditure activity for the fiscal year.

Category	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustment s	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Salaries & Wages	\$ 10,526,279	\$ 10,512,964		\$ 10,512,964	\$ 10,899,901	\$ 10,899,901	104%	\$ 10,899,901
Benefits	8,178,351	8,178,351		8,178,351	8,099,496	8,099,496	99%	\$ 8,099,496
Professional/Admin Services	9,382,408	9,497,355		9,497,355	9,201,619	9,292,989	98%	\$ 9,201,619
Other Operating	378,156	378,156		378,156	450,237	450,237	119%	\$ 450,237
Materials and Supplies	184,998	184,998		184,998	217,582	219,588	119%	\$ 217,582
Interdepartmental Charges	(665,537)	(634,171)		(634,171)	(255,064)	(255,064)	40%	\$ (255,064)
Asset/Capital Outlay	986,440	1,136,440	18,500	1,154,940	226,052	271,353	23%	\$ 290,215
Debt Service	653,545	653,545		653,545	653,481	653,481	100%	\$ 653,481
Transfers Out	3,176,407	3,176,407	376,713	3,553,120	3,112,244	3,112,244	88%	\$ 3,488,957
Expenditure Total:	\$ 32,801,047	\$ 33,084,045	\$ 395,213	\$ 33,479,258	\$ 32,605,547	\$ 32,744,225	98%	\$ 33,046,423

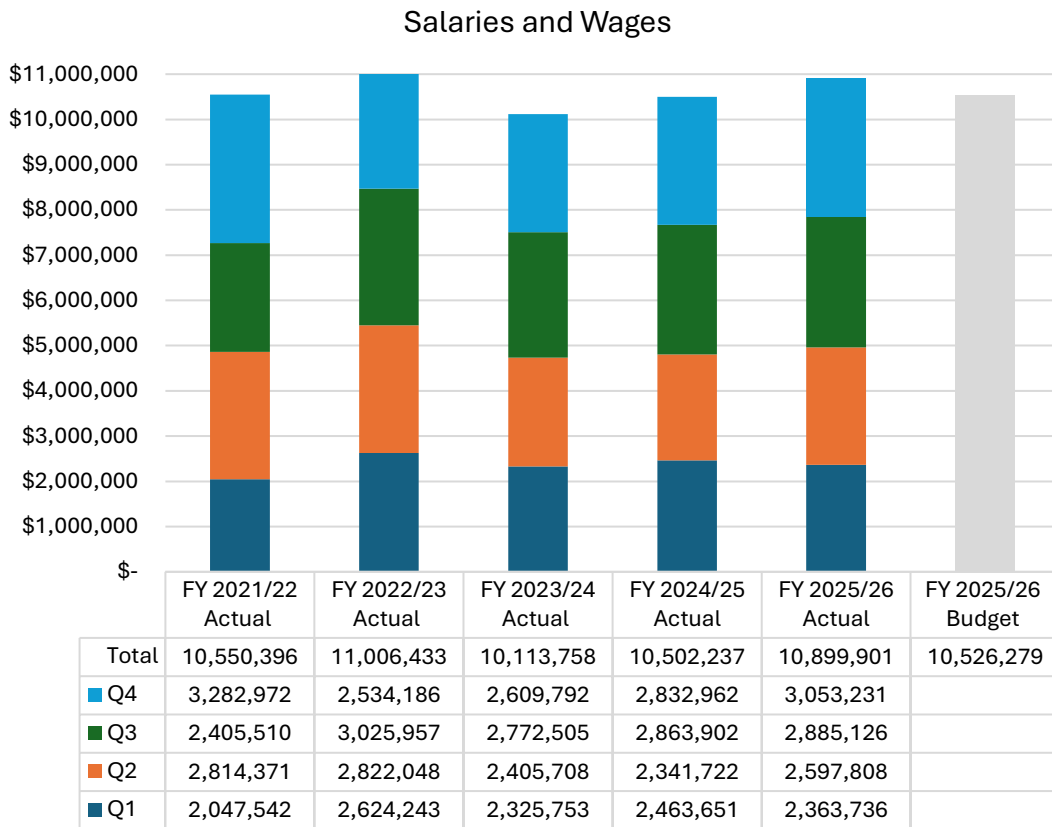
Staff recommends the following budget amendments:

- Asset/Capital Outlay – Increase by \$18,500 for the Police K9 purchase.
- Transfers Out – Increase operating subsidies to Building and Planning Fund by \$212,974 and to the PCTV Fund by \$163,739.

The following section provides detailed explanations of FY 2025/26 financial activities for each expenditure category, as well as historical trend data.

Salaries and Wages

The FY 2025/26 budget includes salaries and wages based on the City's staffing level of 117 full-time equivalents (FTEs), and salary increases for different classifications already agreed upon in the City's current labor memorandums of understanding (MOUs). The budget includes a savings factor equal to 3% of total annual salary and benefits expenditures to account for savings resulting from position vacancies. For FY 2025/26, salaries and wages totaled \$10,899,901, or 104% of the budget. The overage is primarily driven by staff augmentation costs and compensated leave payouts.

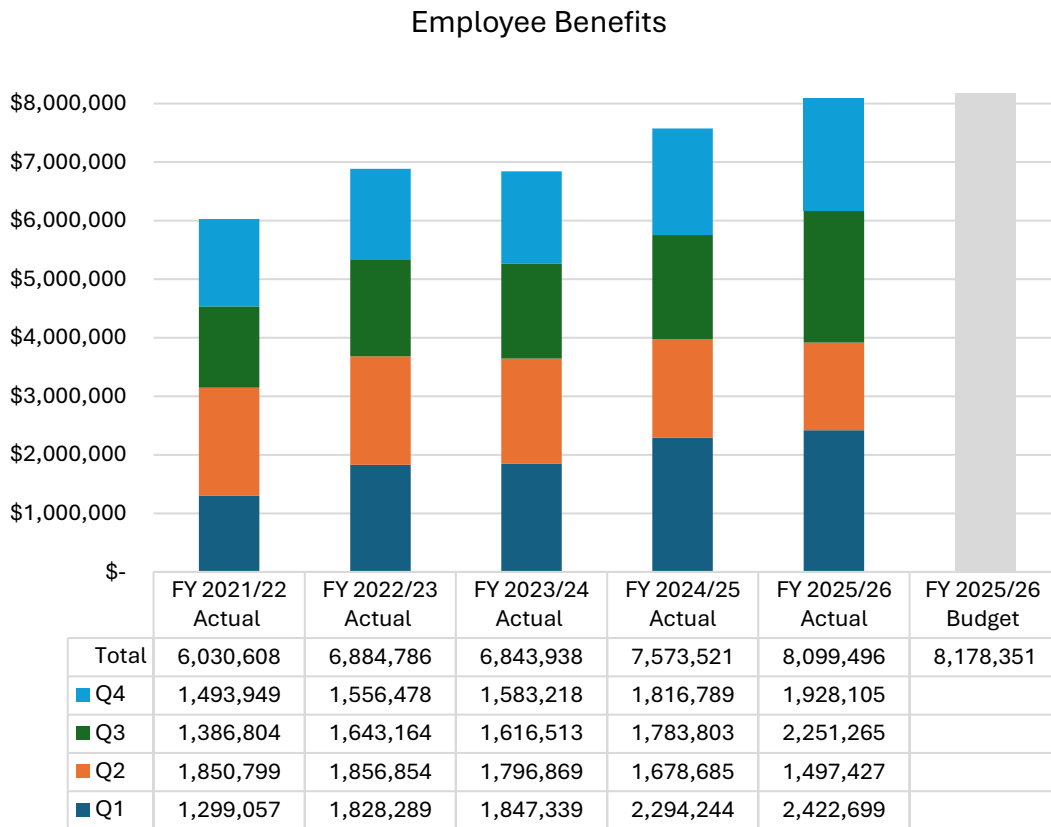


Employee Benefits

Employee benefits include medical, dental, vision, pension and other post-employment benefits, workers' compensation, and other miscellaneous benefits.

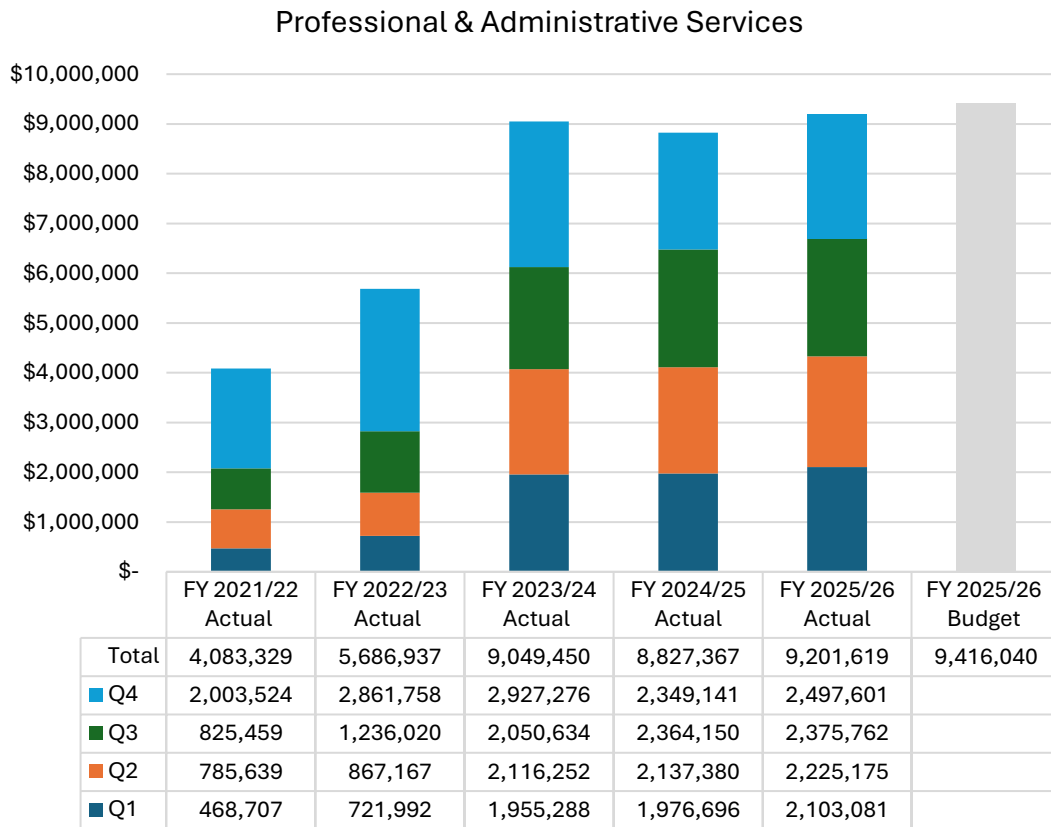
The cost of retirement benefits is the City's annual required contribution for employees' pension to the California Public Employees' Retirement System (CalPERS). The City's annual required contribution is determined by an annual actuarial valuation report, the most recent of which is as of July 2024. The budget reflects the net cost to the City (the required total contribution minus the employee contributions). All classic employees currently contribute the required employee contribution plus a portion of the employer's contribution for a total of 15%.

For FY 2025/26, benefits totaled \$8,099,496, or 99% of the budget.



Professional and Administrative Services

Professional and administrative services include consulting services, legal services, temporary services, network and software maintenance, and equipment and building maintenance. Contract services with other government agencies, such as the Contra Costa County Fire Protection District (ConFire) and County animal services and library services, are also included in professional services. The majority of this category consists of the \$6 million fire services contract with Confire. For FY 2025/26, expenditures totaled \$9,201,619, or 98% of the budget.



Other Operating Expenses

Other operating expenses consist of gas, electricity, water, and telephone utilities for City facilities and parks. For FY 2025/26, expenditures totaled \$450,237, or 119% of the budget. Actuals were higher in the electricity and water segments.

Materials and Supplies

Materials and supplies include fuel, supplies, and maintenance materials. For FY 2025/26, expenditures totaled \$217,582, or 119% of the budget. Actuals were higher, primarily due to maintenance supply and fuel purchases.

Interdepartmental Charges

Interdepartmental charges include indirect costs for personnel costs allocated to other funds, information technology and legal services, and general liability insurance. For FY 2025/26, expenditures totaled (\$255,064), or 40% of the budget.

Asset/Capital Outlay

Asset/capital outlay includes non-major asset acquisition and improvements, such as computer equipment and furniture, as well as several capital projects to be funded by the General Fund unassigned fund balance. For FY 2025/26, asset/capital outlay expenditures totaled \$226,052, 23% of the budget. Expenditures were lower because several one-time initiatives and capital projects were not completed.

Major capital improvement projects are detailed in a separate Five-Year Capital Improvement Plan (CIP) that can be found on the City's website at: <https://www.pinoles.gov/engineering-administration/capital-improvement-plan/>.

Debt Service

Debt service includes the payment of debt for the 2006 pension obligation bonds (POBs) that were issued to finance the City's unfunded accrued actuarial liability with CalPERS. The payment is made in full at the beginning of each fiscal year through FY 2035/36. For FY 2025/26, the total payment was \$653,481.

Transfers Out

Transfers out include General Fund support to the Recreation Fund, the Planning and Building Fund, and the Pinole Cable Television (PCTV) Fund to support operations, as well as a contribution to the Equipment Reserve Fund. Transfers out totaled \$3,112,244. Due to year-end funding gaps, staff recommends increasing the subsidies to the Building and Planning Fund and the PCTV fund by a total of \$376,713.

Non-General Funds

The following analysis outlines the financial activity for select Non-General Funds, which operate independently from the General Fund. Their sources of funding include state apportionments, property tax assessments, fees, permits, grants, and accumulated fund balance. Expenditures supported by these sources are typically restricted to designated uses.

Special Revenue Funds

Gas Tax Fund (Fund 200)

The Gas Tax Fund accounts for revenue from State excise taxes on gasoline and diesel fuel sales (referred to as the Highway Users Tax Account (HUTA)) as well as revenue from the Road Repair and Accountability Act of 2017 (SB1) (referred to as the Road Maintenance and Rehabilitation Account (RMRA)). Gas Tax Fund resources are restricted for use in the construction and maintenance of public streets. These funds support both annual operating and capital projects. For FY 2025/26, revenue totaled \$1,157,296, or 108% of the budget. Expenditures totaled \$789,587, or 30% of the budget. Actual expenditures were primarily operating costs, including street and traffic signal maintenance and utilities; capital spending was low due to the timing of budgeted projects.

Gas Tax Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,068,574	\$ 1,068,574		\$ 1,068,574	\$ 1,157,296	108%	\$ 1,157,296
Expenditures	2,512,167	2,512,167	-	2,512,167	789,587	30%	755,871
Net surplus/deficit	(1,443,593)	(1,443,593)	-	(1,443,593)	\$ 367,709		401,426
Beginning Fund Balance	2,175,570	2,175,570		2,175,570			2,175,570
Ending Fund Balance	\$ 731,977	\$ 731,977		\$ 731,977			\$ 2,576,996

Public Safety Augmentation Fund (Fund 203)

The Public Safety Augmentation Fund (PSAF) accounts for monies allocated by the County Auditor-Controller under Proposition 172 from the statewide 0.5% sales tax based on a share of statewide taxable sales. These funds are used for public safety personnel costs and safety equipment purchases. For FY 2025/26, revenue totaled \$239,077, or 96% of the budget. There is typically a two-month lag between sales activity and remittance to the City. Expenditures totaled \$375,674, or 61% of the budget.

Public Safety Augmentation Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 249,584	\$ 249,584		\$ 249,584	\$ 239,077	96%	\$ 239,077
Expenditures	613,388	613,388		613,388	375,674	61%	375,674
Net surplus/deficit	(363,804)	(363,804)	-	(363,804)	\$ (136,597)		(136,597)
Beginning Fund Balance	136,597	136,597		136,597			136,597
Ending Fund Balance	\$ (227,207)	\$ (227,207)		\$ (227,207)			\$ -

Supplemental Law Enforcement Services Fund (Fund 206)

The Supplemental Law Enforcement Services Fund (SLESF) accounts for funds received from the County under AB 3229, which enacted the Citizens Option for Public Safety (COPS) Program, through which the City receives \$100,000 annually. In addition to the \$100,000 annual payment, the City receives a Growth Allocation payment. The funds are used for personnel costs and safety equipment purchases. For FY 2025/26, revenue totaled \$210,741, or 114% of the budget, and was higher due to a larger growth allocation. Expenditures totaled \$291,343, or 96% of the budget.

Supplemental Law Enforcement Services Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 185,000	\$ 185,000		\$ 185,000	\$ 210,741	114%	\$ 210,741
Expenditures	303,281	303,281	-	303,281	291,343	96%	291,343
Net surplus/deficit	(118,281)	(118,281)	-	(118,281)	\$ (80,602)		(80,602)
Beginning Fund Balance	259,977	259,977		259,977			259,977
Ending Fund Balance	\$ 141,696	\$ 141,696		\$ 141,696			\$ 179,375

NPDES Storm Water Fund (Fund 207)

The NPDES Storm Water Fund accounts for assessments collected by the County via property tax bills and provided to the City for stormwater programs pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations, a federally mandated program. Assessments are levied at \$35 per Equivalent Runoff Unit (ERU). Revenue is received in December, April, and June through property tax assessments. For FY 2025/26, revenue totaled \$283,316, or 112% of the budget. Expenditures totaled \$77,792, or 20% of the budget.

NPDES Storm Water Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 253,272	\$ 253,272		\$ 253,272	\$ 283,316	112%	283,316
Expenditures	385,631	385,631		385,631	77,792	20%	77,792
Net surplus/deficit	(132,359)	(132,359)	-	(132,359)	\$ 205,524		205,524
Beginning Fund Balance	(333,734)	(333,734)		(333,734)			(333,734)
Ending Fund Balance	\$ (466,093)	\$ (466,093)		\$ (466,093)			\$ (128,210)

Recreation Fund (Fund 209)

The Recreation Department Fund accounts for funds received from fees for participation in recreational programs. For FY 2025/26, program revenue was \$674,100, or 118% of the budget. The General Fund transfer (operating subsidy) was \$1,686,887. Expenditures totaled \$2,360,987, or 102% of the budget.

Recreation Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues							
Program Revenue	\$ 573,563	\$ 573,563	\$ -	\$ 573,563	\$ 674,100	118%	\$ 674,100
Transfers In	1,750,050	1,750,050	-	1,750,050	1,686,887	96%	1,686,887
Total Revenues	2,323,613	2,323,613		2,323,613	2,360,987	102%	2,360,987
Expenditures	2,323,613	2,323,613	-	2,323,613	2,360,987	102%	2,360,987
Net surplus/deficit	(0)	(0)	-	(0)	\$ 0		0
Beginning Fund Balance	(18,379)	(18,379)		(18,379)			(18,379)
Ending Fund Balance	\$ (18,379)	\$ (18,379)		\$ (18,379)			\$ (18,379)

Building and Planning Fund (Fund 212)

The Building & Planning Fund accounts for funds received from fees and permits for building and planning services. Fees are collected to recover the cost primarily related to inspections and plan checks performed. Additionally, it accounts for funds received from various grants, including the California Energy Commission Grant, the Metropolitan Transportation Commission EV Charging Grant, and the Marin Clean Energy Grant. For FY 2025/26, revenue totaled \$1,145,669, or 62% of the budget. Grant revenue is received on a reimbursement basis, after expenditures have been incurred. Expenditures totaled \$2,266,738, or 83% of the budget.

The General Fund transfer (operating subsidy) was \$908,095; however, an additional \$221,974 is needed to close the FY 2025/26 funding gap. Therefore, staff recommends a budget amendment to increase the budget by \$221,974.

Building and Planning Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,836,137	\$ 1,836,137	\$ -	\$ 1,836,137	\$ 1,145,669	62%	\$ 1,145,669
Transfers In	908,095	908,095	212,974	1,121,069	908,095	0%	1,121,069
Total Revenues	\$ 2,744,232	\$ 2,744,232	\$ 212,974	\$ 2,957,206	\$ 2,053,764	75%	2,266,738
Expenditures	2,744,232	2,744,232	-	2,744,232	2,266,738	83%	2,266,738
Net surplus/deficit	(0)	(0)	212,974	212,974	\$ (212,974)		(0)
Beginning Fund Balance	(2,545,963)	(2,545,963)		(2,545,963)			(2,545,963)
Ending Fund Balance	\$ (2,545,964)	\$ (2,545,964)		\$ (2,332,990)			\$ (2,545,964)

Refuse Management Fund (Fund 213)

The Refuse Management Fund accounts for resources received from the City's franchise waste hauler, Republic Services, from a monthly fee imposed under AB 939 on all residential customers in Pinole. These revenues are restricted to programs and activities that promote recycling of solid waste and source reduction. For FY 2025/26, revenue totaled \$66,630, or 101% of the budget. Expenditures totaled \$33,154.

Refuse Management Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 66,060	\$ 66,060		\$ 66,060	\$ 66,630	101%	\$ 66,630
Expenditures	189,710	189,710		189,710	33,154	17%	33,154
Net surplus/deficit	(123,650)	(123,650)	-	(123,650)	\$ 33,476		33,476
Beginning Fund Balance	(33,476)	(33,476)		(33,476)			(33,476)
Ending Fund Balance	\$ (157,126)	\$ (157,126)		\$ (157,126)			\$ 0

Solid Waste Fund (Fund 214)

The Solid Waste Fund accounts for funds received from Republic Services from a monthly fee it assesses on customer rates for solid waste services. For FY 2025/26, revenues totaled \$1,650,803. Expenditures for rate stabilization and solid waste-related activities totaled \$298,757.

FY 2025/26 Fourth Quarter Financial Report
Non-General Funds

Solid Waste Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 368,000	\$ 1,524,000		\$ 1,524,000	\$ 1,650,803	108%	\$ 1,650,803
Expenditures	177,241	177,241		177,241	298,757	169%	298,757
Net surplus/deficit	190,759	1,346,759	-	1,346,759	\$ 1,352,046		1,352,046
Beginning Fund Balance	3,306,893	3,306,893		3,306,893			3,306,893
Ending Fund Balance	\$ 3,497,652	\$ 4,653,652		\$ 4,653,652			\$ 4,658,939

Measure J Fund (Fund 215)

The Measure J Fund accounts for special sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program in order to receive these funds. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula that considers both population and road mileage. Additionally, the fund accounts for funds received from several State grants, including the Transportation Land-Use Connections (TLC) Grant, the Highway Safety Improvement Program (HSIP) Grant, and the Climate Implementation Grant. For FY 2025/26, revenue totaled \$544,845, or 39% of the budget. Grant revenue is received on a reimbursement basis, after expenditures have been incurred. Expenditures totaled \$264,910, or 22% of the budget. Actual expenditures were primarily operating costs, including personnel and dues; capital spending was low due to the timing of budgeted projects.

Measure J Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,397,257	\$ 1,397,257		\$ 1,397,257	\$ 544,845	39%	\$ 544,845
Expenditures	1,191,732	1,191,732		1,191,732	264,910	22%	235,510
Net surplus/deficit	205,525	205,525	-	205,525	\$ 279,936		309,336
Beginning Fund Balance	2,777,422	2,777,422		2,777,422			2,777,422
Ending Fund Balance	\$ 2,982,947	\$ 2,982,947		\$ 2,982,947			\$ 3,086,758

Development Growth Impact Fund (Fund 276)

The Development Growth Impact Fund accounts for development fees collected to mitigate the impact of new development. Specifically, it provides for the expansion, design, construction, or upgrade to facilities, roadways, and equipment. The City collects impact fees for police, fire protection, municipal and community facilities, parks, wastewater, roadways, and drainage. For FY 2025/26, revenue from interest was \$124,900. No development impact fee revenue is expected this fiscal year as fees are now collected after occupancy of new developments. Expenditures totaled \$840,804, or 35% of the budget. Actual expenditures were low due to the timing of budgeted capital projects, including parks, and facilities.

Development Growth Impact Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ -	\$ -	\$ -	\$ -	\$ 124,900	0%	\$ 124,900
Expenditures	2,436,000	2,436,000		2,436,000	840,804	35%	587,556
Net surplus/deficit	(2,436,000)	(2,436,000)	-	(2,436,000)	\$ (715,903)		(462,656)
Beginning Fund Balance	3,462,185	3,462,185		3,462,185			3,462,185
Ending Fund Balance	\$ 1,026,185	\$ 1,026,185		\$ 1,026,185			\$ 2,999,529

Housing Assets for Resale Fund (Fund 285)

The Housing Assets for Resale Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. For FY 2025/26, revenues totaled \$782,216 and were primarily from the \$650,000 prohousing grant award and interest revenue. Expenditures totaled \$244,200, or 71% of the budget.

Housing Assets for Resale Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 55,000	\$ 55,000		\$ 55,000	\$ 782,216	1422%	\$ 782,216
Expenditures	342,961	342,961		342,961	244,200	71%	244,200
Net surplus/deficit	(287,961)	(287,961)	-	(287,961)	\$ 538,016		538,016
Beginning Fund Balance	8,251,071	8,251,071		8,251,071			8,251,071
Ending Fund Balance	\$ 7,963,110	\$ 7,963,110		\$ 7,963,110			\$ 8,789,087

Lighting and Landscape District Fund (Fund 310)

The Lighting and Landscape District Fund accounts for assessments to business property owners to maintain median lighting and landscaping within the Pinole Valley Road North and South areas. Revenue is received in December, April, and June with property tax payments. For FY 2025/26, revenue totaled \$47,620, or 75% of budget. Expenditures totaled \$33,495, or 39% of the budget.

Landscape and Lighting District Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 63,911	\$ 63,911		\$ 63,911	\$ 47,620	75%	\$ 47,620
Expenditures	85,175	85,175		85,175	33,495	39%	33,495
Net surplus/deficit	(21,264)	(21,264)	-	(21,264)	\$ 14,125		14,125
Beginning Fund Balance	99,053	99,053		99,053			99,053
Ending Fund Balance	\$ 77,789	\$ 77,789		\$ 77,789			\$ 113,178

Capital Project Funds

City Street Improvement Fund (Fund 325)

The City Street Improvements Fund accounts for funds used for street improvement projects. Additionally, it accounts for funds received from various grants, including the Highway Bridge Program (HBP) Grant and the Strategic Management Planning Program (STMP) Grant. For FY 2025/26, revenue totaled \$194,407, or 12% of the budget, and was low as grant revenue is received on a reimbursement basis, after expenditures have been incurred. Expenditures totaled \$744,870, or 26% of the budget. Actual expenditures were low due to the timing of budgeted capital projects.

City Street Improvement Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 1,685,283	\$ 1,685,283		\$ 1,685,283	\$ 194,407	12%	\$ 194,407
Expenditures	2,907,583	2,907,583		2,907,583	744,870	26%	363,506
Net surplus/deficit	(1,222,300)	(1,222,300)	-	(1,222,300)	\$ (550,464)		(169,099)
Beginning Fund Balance	2,377,545	2,377,545		2,377,545			2,377,545
Ending Fund Balance	\$ 1,155,245	\$ 1,155,245		\$ 1,155,245			\$ 2,208,446

Arterial Streets Rehabilitation Fund (Fund 377)

The Arterial Streets Rehabilitation Fund accounts for funds used for street rehabilitation projects. Expenditures were low due to the timing of budgeted capital projects.

Arterial Streets Rehabilitation Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ -	\$ -		\$ -	\$ -	0%	\$ -
Expenditures	560,960	560,960		560,960	13,615	2%	13,615
Net surplus/deficit	(560,960)	(560,960)		(560,960)	\$ (13,615)		(13,615)
Beginning Fund Balance	1,253,071	1,253,071		1,253,071			1,253,071
Ending Fund Balance	\$ 692,111	\$ 692,111		\$ 692,111			\$ 1,239,455

Enterprise Funds

Sewer Enterprise Fund (Fund 500)

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant, which serves the Pinole and Hercules areas. Revenue from charges for services are received with the property tax assessments in December, April, and June. For FY 2025/26, revenues totaled \$9,851,644, or 76% of the budget. Expenditures totaled \$12,272,142, or 32% of the budget. Actual expenditures were primarily operating costs, including personnel, materials and supplies, professional services, and utilities; capital spending was low due to the timing of budgeted projects.

Sewer Enterprise Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 13,035,506	\$ 13,035,506		\$ 13,035,506	\$ 9,851,644	76%	\$ 9,851,644
Expenditures	38,229,096	38,229,096	-	38,229,096	12,272,142	32%	10,590,511
Net surplus/deficit	(25,193,590)	(25,193,590)	-	(25,193,590)	\$ (2,420,498)		(738,866)
Beginning Fund Balance	24,440,176	24,440,176		24,440,176			24,440,176
Ending Fund Balance	\$ (753,414)	\$ (753,414)		\$ (753,414)			\$ 23,701,310

Cable Access TV Fund (Fund 505)

The Cable Access TV Fund accounts for revenue received from cable franchise fees, video production and broadcast charges, and Public, Educational, and Governmental (PEG) access fees. PEG access fees are designated for equipment purchases. Transfers from the General Fund also help support the operating costs. For FY 2025/26, revenues totaled \$95,215, or 49% of the budget.. Expenditures totaled \$630,328, or 97% of the budget.

The General Fund transfer (operating subsidy) was \$367,262; however, an additional \$163,739 is needed to close the FY 2025/26 funding gap. Therefore, staff recommends a budget amendment to increase the budget by \$163,739.

FY 2025/26 Fourth Quarter Financial Report
Non-General Funds

Cable Access TV Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Revenues	\$ 653,088	\$ 562,588	\$ 163,739	\$ 726,327	\$ 462,477	82%	\$ 626,216
Expenditures	653,088	653,088	-	653,088	630,328	97%	625,534
Net surplus/deficit	0	(90,500)	163,739	73,239	\$ (167,851)		683
Beginning Fund Balance	(682)	(682)		(682)			(682)
Ending Fund Balance	\$ (682)	\$ (91,182)		\$ 72,557			\$ 0

Information Systems Fund (Fund 525)

The Information Systems Fund is an internal service fund used to account for activities that provide technology goods or services to other City funds and departments on a cost-reimbursement basis. For FY 2025/26, expenditures totaled \$1,245,979, or 87% of the budget. Costs are allocated to other City departments based on actual usage.

Information Technology Fund	FY 2025/26 Original Budget	FY 2025/26 Revised Budget	Proposed Adjustments	FY 2025/26 Amended Budget	FY 2025/26 YTD Actuals w/ Encumb.	% of Amended Budget	Projected Year-End
Expenditures	1,434,778	1,434,779	-	1,434,779	1,245,979	87%	1,105,982
Indirect Cost Allocations	(1,434,779)	(1,434,779)	-	(1,434,779)	(1,175,414)	82%	(1,035,417)
Net surplus/deficit	(0)	0	-	0	70,565		70,565
Beginning Fund Balance	64,910	64,910		64,910			64,910
Ending Fund Balance	\$ 64,910	\$ 64,911		\$ 64,911			\$ 135,475

Financial Summary by Fund

The Fourth Quarter Financial Summary by Fund (Attachment B) summarizes all City funds' revenues, expenditures, and estimated beginning and ending fund balances. It includes preliminary year-end financial results.



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
General Fund (including Measure S 2006, Measure S 2014, and Measure I 2024)										
Revenue										
311- Property Taxes	6,698,790	6,698,790		6,698,790	6,771,575		6,771,575	72,785	101%	6,771,575
312- Sales and Use Taxes	4,567,189	4,567,189		4,567,189	4,746,425		4,746,425	179,236	104%	4,746,425
312- Sales and Use Taxes-Meas S 2006	2,599,000	2,599,000		2,599,000	2,556,977		2,556,977	(42,023)	98%	2,556,977
312- Sales and Use Taxes-Meas S 2014	2,599,000	2,599,000		2,599,000	2,557,086		2,557,086	(41,914)	98%	2,557,086
312- Sales and Use Taxes-Meas I 2024	2,599,000	2,599,000		2,599,000	2,546,792		2,546,792	(52,208)	98%	2,546,792
313- Utility Users Tax (UUT)	2,345,000	2,345,000		2,345,000	2,607,395		2,607,395	262,395	111%	2,607,395
314- Franchise Taxes	850,000	850,000		850,000	869,531		869,531	19,531	102%	869,531
315- Other Taxes	876,172	876,172		876,172	763,118		763,118	(113,054)	87%	763,118
Other Tax/Transient Occupancy Tax (TOT)	400,000	400,000		400,000	288,688		288,688	(111,312)	72%	288,688
Other Tax/Business License	476,172	476,172		476,172	474,430		474,430	(1,743)	100%	474,430
321- Intergovernmental Taxes	2,513,149	2,513,149		2,513,149	2,514,349		2,514,349	1,200	100%	2,514,349
322- Federal Grants	-	-		-	174,382		174,382	174,382	0	174,382
323- State Grants	73,022	73,022		73,022	115,092		115,092	42,070	158%	115,092
324- Other Grants	72,025	72,025		72,025	591		591	(71,434)	1%	591
332- Permits	301,700	301,700		301,700	436,880		436,880	135,180	145%	436,880
341- Review Fees	25,500	25,500		25,500	19,608		19,608	(5,893)	77%	19,608
342- Other Fees	64,809	64,809		64,809	110,811		110,811	46,002	171%	110,811
343- Abatement Fees	42,000	42,000		42,000	47,025		47,025	5,025	112%	47,025
351- Fines and Forfeiture	15,550	15,550		15,550	18,404		18,404	2,854	118%	18,404
361- Public Safety Charges	1,861,497	1,861,497		1,861,497	2,026,102		2,026,102	164,605	109%	2,026,102
370- Interest and Investment Income	100,000	100,000		100,000	33,424		33,424	(66,576)	33%	33,424
381- Rental Income	81,450	81,450		81,450	84,041		84,041	2,591	103%	84,041
383- Reimbursements	11,500	11,500		11,500	56,844		56,844	45,344	494%	56,844
384- Other Revenue	5,100	5,100		5,100	14,871		14,871	9,771	292%	14,871
392- Proceeds from Sale of Property	1,000	1,000		1,000	6,869		6,869	5,869	687%	6,869
Revenue Total:	28,302,453	28,302,453	-	28,302,453	29,078,191	-	29,078,191	775,738	103%	29,078,191
399- Pension Trust 115 Transfer	3,235,445	3,235,445	-	3,235,445	3,221,715		3,221,715	(13,730)	100%	3,221,715
399-General Reserve Transfer	-	-	-	-	-		-	-	0%	-
Sources Total:	31,537,898	31,537,898	-	31,537,898	32,299,906	-	32,299,906	762,008	102%	32,299,906
Fund: 100- General Fund										
Expenditures										
Division: 110- City Council Total:	252,450	252,450		252,450	182,221		182,221	70,229	72%	182,221
Division: 111- City Manager Total:	535,563	525,938		525,938	569,351		569,351	(43,413)	108%	569,351
Division: 112- City Clerk Total:	733,895	733,895		733,895	770,940		770,940	(37,045)	105%	770,940
Division: 113- City Treasurer Total:	9,990	9,990		9,990	9,283		9,283	707	93%	9,283
Division: 114- City Attorney Total:	305,965	305,965		305,965	400,851		400,851	(94,886)	131%	400,851
City Attorney Services	598,565	598,565		598,565	684,885		684,885	(86,320)	114%	684,885
City Attorney Indirect Cost Allocations	(292,600)	(292,600)		(292,600)	(284,034)		(284,034)	(8,566)	97%	(284,034)
Division: 115- Finance Department Total:	1,020,844	1,053,844		1,053,844	1,139,058		1,139,058	(85,214)	108%	1,139,058
Division: 116- Human Resources Total:	965,908	979,223		979,223	1,035,666		1,035,666	(56,443)	106%	1,035,666
Division: 117- General Government Total:	1,298,551	1,298,551		1,298,551	1,781,387		1,781,387	(482,836)	137%	1,781,387
Total Administrative:	5,123,167	5,159,857	-	5,159,857	5,888,757	-	5,888,757	(728,900)	114%	5,888,757
Division: 221- Police Operations Total:	5,823,820	5,823,820	18,500	5,842,320	5,650,045	2,006	5,652,051	190,269	97%	5,650,045
Division: 222- Police Support Services Total:	1,468,835	1,468,835		1,468,835	1,469,186		1,469,186	(351)	100%	1,469,186
Division: 223- Dispatch WBCC Total:	2,740,771	2,740,771		2,740,771	2,703,750		2,703,750	37,020	99%	2,703,750
Division: 231- Fire Total:	3,202,461	3,202,461		3,202,461	3,209,434		3,209,434	(6,973)	100%	3,209,434
Total Public Safety:	13,235,887	13,235,887	18,500	13,254,387	13,032,415	2,006	13,034,421	219,966	98%	13,032,415
Division: 341- Administration/Engineering Total:	402,553	398,863		398,863	531,721		531,721	(132,858)	133%	531,721
Division: 342- Road Maintenance Total:	30,000	61,366		61,366	62,666	2,823	65,489	(4,123)	107%	62,666
Division: 343- Facility Maintenance Total:	715,330	715,330		715,330	1,074,669	18,322	1,092,991	(377,661)	153%	1,074,669
Division: 345- Park Maintenance Total:	-	-		-	-		-	-	0%	-
Public Works Total:	1,147,883	1,175,559	-	1,175,559	1,669,057	21,145	1,690,202	(514,643)	144%	1,669,057
Division: 461- Planning Total:	12,387	12,387		12,387	11,800		11,800	587	95%	11,800
Division: 465- Code Enforcement Total:	418,050	453,050		453,050	330,052		330,052	122,998	73%	330,052
Division: 466- Economic Development Total:	159,705	159,705		159,705	81,985	5,620	87,606	72,099	55%	81,985
Community Development Total:	590,142	625,142	-	625,142	423,837	5,620	429,457	195,685	69%	423,837
Division: 551- Recreation Administration Total:	3,500	3,500		3,500	2,645		2,645	855	76%	2,645
Division: 560- Library Services Total:	202,430	202,430		202,430	141,964		141,964	60,466	70%	141,964
Division: 561 Animal Control Services Total:	226,437	226,437		226,437	208,684		208,684	17,753	92%	208,684
Community Services Total:	432,367	432,367	-	432,367	353,293	-	353,293	79,074	82%	353,293
Debt Service:	653,545	653,545		653,545	653,481		653,481	64	100%	653,481
Operating Transfer Out:	2,592,907	2,592,907	376,713	2,969,620	2,528,744		2,528,744	440,876	85%	2,969,620
Expenditure Total:	23,775,898	23,875,264	395,213	24,270,477	24,549,584	28,771	24,578,356	307,879	101%	24,990,460



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 105 - Measure S-2006										
Expenditures										
Division: 115- Finance Department Total:	2,450	2,450		2,450	5,939		5,939	(3,489)	242%	5,939
Division: 221- Police Operations Total:	845,720	845,720		845,720	970,238		970,238	(124,518)	115%	970,238
Division: 231- Fire Total:	1,772,580	1,772,580		1,772,580	1,836,072		1,836,072	(63,492)	104%	1,836,072
Division: 342- Road Maintenance Total:	350,000	350,000		350,000	1,310		1,310	348,690	0%	1,310
Division: 343- Facility Maintenance Total:	-	-		-	-		-	-	0%	-
Expenditures Total:	2,970,750	2,970,750	-	2,970,750	2,813,559	-	2,813,559	157,191	95%	2,813,559
Fund: 106 - Measure S-2014										
Expenditures										
Division: 110- City Council Total:	-	-		-	-		-	-	0%	-
Division: 115- Finance Department Total:	2,450	2,450		2,450	7,133		7,133	(4,683)	291%	7,133
Division: 118- Information Systems Total:	-	-		-	-		-	-	0%	-
Total Administrative:	2,450	2,450	-	2,450	7,133	-	7,133	(4,683)	291%	7,133
Division: 221- Police Operations Total:	-	-		-	-		-	-	0%	-
Division: 222- Police Support Services Total:	127,055	127,055		127,055	44,349		44,349	82,706	35%	44,349
Division: 231- Fire Total:	1,767,924	1,767,924		1,767,924	1,831,249		1,831,249	(63,325)	104%	1,831,249
Total Public Safety:	1,894,979	1,894,979	-	1,894,979	1,875,598	-	1,875,598	19,381	99%	1,875,598
Division: 341- Admin/Engineering Total:	219,653	219,653		219,653	92,595	6,811	99,406	120,247	45%	92,595
Division: 342- Road Maintenance Total:	198,858	348,858		348,858	99,768	7,450	107,218	241,640	31%	99,768
Division: 343- Facility Maintenance Total:	174,260	174,260		174,260	105,667		105,667	68,593	61%	105,667
Division: 344- NPDES Storm Drain Total:	543,937	543,937		543,937	201,902	95,645	297,547	246,390	55%	201,902
Division: 345- Park Maintenance Total:	110,000	110,000		110,000	20,250		20,250	89,750	18%	20,250
Public Works Total:	1,246,708	1,396,708	-	1,396,708	520,181	109,906	630,087	766,621	45%	520,181
Division: 466- Economic Development Total:	20,000	53,632		53,632	33,294		33,294	20,338	62%	33,294
Community Development Total:	20,000	53,632	-	53,632	33,294	-	33,294	20,338	62%	33,294
Division: 551- Recreation Admin Total:	-	-		-	-		-	-	0%	-
Division: 553- Tiny Tots Total:	15,300	15,300		15,300	718		718	14,582	5%	718
Division: 554- Youth Center Total:	-	-		-	-		-	-	0%	-
Community Services Total:	15,300	15,300	-	15,300	718	-	718	14,582	5%	718
Sewer Collections Total:	-	-		-	-		-	-	0%	-
Sub-Total:	3,179,437	3,363,069	-	3,363,069	2,436,924	109,906	2,546,830	816,239	76%	2,436,924
Operating Transfer Out:	283,500	283,500		283,500	283,500		283,500	-	100%	283,500
Expenditure Total:	3,462,937	3,646,569	-	3,646,569	2,720,424	109,906	2,830,330	816,239	78%	2,720,424
Fund: 107 - Measure I										
Expenditures										
Division: 115- Finance Total:	-	-		-	2,700		2,700	(2,700)	100%	2,700
Division: 221- Police Operations Total:	1,752,454	1,752,454		1,752,454	1,654,965		1,654,965	97,489	94%	1,654,965
Division: 342- Road Maintenance Total:	182,752	182,752		182,752	132,784		132,784	49,969	73%	132,784
Division: 345- Park Maintenance Total:	356,256	356,256		356,256	431,531		431,531	(75,275)	121%	431,531
Operating Transfer Out:	300,000	300,000		300,000	300,000		300,000	-	100%	300,000
Expenditures Total:	2,591,462	2,591,462	-	2,591,462	2,521,980	-	2,521,980	69,482	97%	2,521,980
General Fund Measure S and Measure I Expenditure Total:	32,801,047	33,084,045	395,213	33,479,258	32,605,547	138,678	32,744,225	735,033	98%	33,046,423
General Fund and Measure S Net Results:	(1,263,149)	(1,546,147)	(395,213)	(1,941,360)	(305,641)	(138,678)	(444,319)	(1,497,042)	23%	(746,517)
Fund Balance July 1, 2025	5,746,650	5,746,650		5,746,650	5,746,650					5,746,650
Estimated Fund Balance June 30, 2026	4,483,501	4,200,503		3,805,290	5,441,009					5,000,133
Fund: 150 - General Reserve										
370- Interest and Investment Income	300,000	300,000		300,000	286,905		286,905	(13,095)	96%	286,905
Revenue Total:	300,000	300,000	-	300,000	286,905	-	286,905	(13,095)	96%	286,905
499- Transfer Out Total:	2,400,000	2,400,000		2,400,000	2,400,000		2,400,000	-	100%	2,400,000
General Reserve Net Results:	(2,100,000)	(2,100,000)	-	(2,100,000)	(2,113,095)		(2,113,095)	(13,095)	101%	(2,113,095)
Fund Balance July 1, 2025	9,907,357	9,907,357		9,907,357	9,907,357					9,907,357
Estimated Fund Balance June 30, 2026	7,807,357	7,807,357		7,807,357	7,794,262					7,794,262



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 160 - Equipment Reserve										
383- Reimbursements	-	68,747		68,747	68,747		68,747	0	100%	68,747
Revenue Total:	-	68,747	-	68,747	68,747	-	68,747	0	100%	68,747
399- Transfers In Total:	150,000	150,000		150,000	150,000		150,000	-	100%	150,000
Sources Total:	150,000	218,747	-	218,747	218,747	-	218,747	0	100%	218,747
Expenditures										
Division: 221- Police Operations Total:	-	89,819	93,622	183,441	187,354		187,354	(3,913)	102%	187,354
Division: 222- Police Administration Total:	-	-	57,831	57,831	57,831		57,831	0	100%	57,831
Division: 342- Road Maintenance Total:	120,000	120,000		120,000	68,685		68,685	51,315	57%	68,685
Division: 345- Park Maintenance Total:	80,000	80,000		80,000	74,257		74,257	5,743	93%	74,257
Division: 461- Planning Total:	5,000	5,000		5,000	-		-	5,000	0%	-
Division: 551- Recreation Admin Total:	-	-		-	-		-	-	0%	-
Expenditures Total:	205,000	294,819	151,453	446,272	388,127	-	388,127	58,145	87%	388,127
Equipment Reserve Net Results:	(55,000)	(76,072)		(76,072)	(169,380)	-	(169,380)	58,145	223%	(169,380)
Fund Balance July 1, 2025	229,348	229,348		229,348	229,348					229,348
Estimated Fund Balance June 30, 2026	174,348	153,276		153,276	59,968					59,968
Fund: 200 - Gas Tax Fund										
321- Intergovernmental Taxes	1,055,938	1,055,938		1,055,938	1,051,413		1,051,413	(4,525)	100%	1,051,413
370- Interest and Investment Income	5,000	5,000		5,000	79,566		79,566	74,566	1591%	79,566
383- Reimbursements	7,636	7,636		7,636	26,318		26,318	18,682	345%	26,318
Revenue Total:	1,068,574	1,068,574	-	1,068,574	1,157,296	-	1,157,296	(88,722)	108%	1,157,296
Expenditures										
Division: 341- Admin and Engineering Total:	-	-		-	-		-	-	0%	-
Division: 342- Road Maintenance Total:	2,512,167	2,512,167		2,512,167	755,871	33,717	789,587	1,722,580	31%	755,871
Expenditures Total:	2,512,167	2,512,167	-	2,512,167	755,871	33,717	789,587	1,722,580	31%	755,871
Gas Tax Fund Net Results:	(1,443,593)	(1,443,593)		(1,443,593)	401,426	(33,717)	367,709	1,811,302	-25%	401,426
Fund Balance July 1, 2025	2,175,570	2,175,570		2,175,570	2,175,570					2,175,570
Estimated Fund Balance June 30, 2026	731,977	731,977		731,977	2,576,996					2,576,996
Fund: 201 - Restricted Real Estate Maintenance Fund										
342- Other Fees	3,175	3,175		3,175	-		-	(3,175)	0%	-
381- Rental Income	36,816	36,816		36,816	-		-	(36,816)	0%	-
384- Other Revenue	-	-		-	-		-	-	0%	-
Revenue Total:	39,991	39,991	-	39,991	-	-	-	39,991	0%	-
Expenditures										
Division: 343- Facility Maintenance Total:	26,000	26,000		26,000	16,499		16,499	9,501	63%	16,499
Expenditures Total:	26,000	26,000	-	26,000	16,499	-	16,499	9,501	63%	16,499
Restricted Real Estate Maint Fund Net Results:	13,991	13,991		13,991	(16,499)		(16,499)	(30,490)	-118%	(16,499)
Fund Balance July 1, 2025	116,210	116,210		116,210	116,210					116,210
Estimated Fund Balance June 30, 2026	130,201	130,201		130,201	99,711					99,711
Fund: 203 - Public Safety Augmentation Fund										
321- Intergovernmental Taxes	239,584	239,584		239,584	238,804		238,804	(780)	100%	238,804
370- Interest and Investment Income	10,000	10,000		10,000	273		273	(9,727)	3%	273
Revenue Total:	249,584	249,584	-	249,584	239,077	-	239,077	(10,507)	96%	239,077
Expenditures										
Division: 221- Police Operations Total:	613,388	613,388		613,388	375,674		375,674	237,714	61%	375,674
Expenditures Total:	613,388	613,388	-	613,388	375,674	-	375,674	237,714	61%	375,674
Public Safety Augmentation Fund Net Results:	(363,804)	(363,804)		(363,804)	(136,597)		(136,597)	227,207	38%	(136,597)
Fund Balance July 1, 2025	136,597	136,597		136,597	136,597					136,597
Estimated Fund Balance June 30, 2026	(227,207)	(227,207)		(227,207)	-					-
Fund: 204 - Police Grants										
322 - Federal Grants	-	-		-	18,756		18,756	-	0%	18,756
323 - State Grants	-	-		-	7,651		7,651	7,651	0%	7,651
Sources Total	-	-		-	26,407	-	26,407	7,651	0%	26,407
Expenditures Total:	-	-	-	-	69,628		69,628	(69,628)	0%	69,628
Police Grants Net Results:	-	-		-	(43,221)		(43,221)	(43,221)	0%	(43,221)
Fund Balance July 1, 2025	68,179	68,179		68,179	68,179					68,179
Estimated Fund Balance June 30, 2026	68,179	68,179		68,179	24,958					24,958



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 205 - Traffic Safety Fund										
351- Fines and Forfeitures	20,500	20,500		20,500	18,661		18,661	(1,839)	91%	18,661
370- Interest and Investment Income	4,000	4,000		4,000	10,623		10,623	6,623	266%	10,623
384- Other Revenue	-	-		-	-		-	-	0%	-
Revenue Total:	24,500	24,500	-	24,500	29,284	-	29,284	4,784	120%	29,284
Expenditures										
Division: 227- Police Grants Total:	22,191	22,191		22,191	15,309		15,309	6,882	69%	15,309
Division: 342- Road Maintenance Total:	35,000	35,000		35,000	-		-	35,000	0%	-
Expenditures Total:	57,191	57,191	-	57,191	15,309	-	15,309	41,882	27%	15,309
Traffic Safety Fund Net Results:	(32,691)	(32,691)		(32,691)	13,975		13,975	46,666	-43%	13,975
Fund Balance July 1, 2025	308,427	308,427		308,427	308,427					308,427
Estimated Fund Balance June 30, 2026	275,736	275,736		275,736	322,402					322,402
Fund: 206 - Supplemental Law Enforcement Svc Fund										
323- State Grants	180,000	180,000		180,000	201,537		201,537	21,537	112%	201,537
370- Interest and Investment Income	5,000	5,000		5,000	9,205		9,205	4,205	184%	9,205
Revenue Total:	185,000	185,000	-	185,000	210,741	-	210,741	25,741	114%	210,741
Expenditures										
Division: 227- Police Grants Total:	303,281	303,281		303,281	291,343		291,343	11,938	96%	291,343
Expenditures Total:	303,281	303,281	-	303,281	291,343	-	291,343	11,938	96%	291,343
Sup Law Enforce Svc Fund Net Results:	(118,281)	(118,281)		(118,281)	(80,602)	-	(80,602)	37,679	68%	(80,602)
Fund Balance July 1, 2025	259,977	259,977		259,977	259,977					259,977
Estimated Fund Balance June 30, 2026	141,696	141,696		141,696	179,375					179,375
Fund: 207 - NPDES Storm Water Fund										
321- Intergovernmental Taxes	253,272	253,272		253,272	282,193		282,193	28,921	111%	282,193
332- Licenses and Permits	-	-		-	663		663	663	0%	663
370- Interest and Investment Income	-	-		-	-		-	-	0%	-
383- Reimbursements	-	-		-	460		460	460	0%	460
Revenue Total:	253,272	253,272	-	253,272	283,316	-	283,316	30,044	112%	283,316
Expenditures										
Division: 342- Road Maintenance Total:	8,081	8,081		8,081	-		-	8,081	0%	-
Division: 344- NPDES Storm Drain Total:	377,550	377,550		377,550	77,792		77,792	299,758	21%	77,792
Expenditures Total:	385,631	385,631	-	385,631	77,792	-	77,792	307,839	20%	77,792
NPDES Storm Water Fund Net Results:	(132,359)	(132,359)		(132,359)	205,524		205,524	337,883	-155%	205,524
Fund Balance July 1, 2025	(333,734)	(333,734)		(333,734)	(333,734)					(333,734)
Estimated Fund Balance June 30, 2026	(466,093)	(466,093)		(466,093)	(128,210)					(128,210)
Fund: 209 - Recreation Fund										
Division: 551- Recreation Administration	94,463	94,463		94,463	28,932		28,932	(65,531)	31%	28,932
Division: 552- Senior Center	241,100	241,100		241,100	206,981		206,981	(34,119)	86%	206,981
Division: 553- Tiny Tots	110,500	110,500		110,500	174,079		174,079	63,579	158%	174,079
Division: 554- Youth Center	44,500	44,500		44,500	130,816		130,816	86,316	294%	130,816
Division: 555- Day Camp	-	-		-	-		-	-	0%	-
Division: 557- Swim Center	83,000	83,000		83,000	106,262		106,262	23,262	128%	106,262
Division: 558- Memorial Hall	-	-		-	27,031		27,031	27,031	0%	27,031
Division: 559- Tennis	-	-		-	-		-	-	0%	-
Revenue Total:	573,563	573,563	-	573,563	674,100	-	674,100	100,538	118%	674,100
Operating Transfers in:	1,750,050	1,750,050		1,750,050	1,686,887		1,686,887	(63,163)	96%	1,686,887
Sources Total	2,323,613	2,323,613	-	2,323,613	2,360,987	-	2,360,987	37,375	102%	2,360,987
Expenditures										
Division: 117- General Government Total:	7,500	7,500		7,500	11,072		11,072	(3,572)	148%	11,072
Division: 551- Recreation Administration Total:	923,673	923,673		923,673	990,354		990,354	(66,681)	107%	990,354
Division: 552- Senior Center Total:	565,670	565,670		565,670	589,927		589,927	(24,257)	104%	589,927
Division: 553- Tiny Tots Total:	263,367	263,367		263,367	242,099		242,099	21,268	92%	242,099
Division: 554- Youth Center Total:	343,042	343,042		343,042	282,796		282,796	60,246	82%	282,796
Division: 557- Swim Center Total:	220,360	220,360		220,360	244,633		244,633	(24,273)	111%	244,633
Division: 559- Tennis Total:	-	-		-	107		107	(107)	0%	107
Expenditures Total:	2,323,613	2,323,613	-	2,323,613	2,360,987	-	2,360,987	(37,375)	102%	2,360,987
Recreation Fund Net Results:	(0)	(0)	-	(0)	0	-	0	0	-100%	0
Fund Balance July 1, 2025	(18,379)	(18,379)		(18,379)	(18,379)					(18,379)
Estimated Fund Balance June 30, 2026	(18,379)	(18,379)		(18,379)	(18,379)					(18,379)



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 212 - Building & Planning										
322- Federal Grants	-	-	-	-	6,543	-	6,543	6,543	0%	6,543
323- State Grants	442,800	442,800	-	442,800	-	-	-	(442,800)	0%	-
324- Other Grants	-	-	-	-	8,355	-	8,355	8,355	0%	8,355
332- Permits	506,011	506,011	-	506,011	521,475	-	521,475	15,464	103%	521,475
341- Review Fees	477,355	477,355	-	477,355	274,376	-	274,376	(202,979)	57%	274,376
342- Other Fees	375,511	375,511	-	375,511	270,040	-	270,040	(105,471)	72%	270,040
344- Impact Fees	-	-	-	-	325	-	325	325	0%	325
351- Fines and Forfeiture	30,000	30,000	-	30,000	40,478	-	40,478	10,478	135%	40,478
370- Interest and Investment Income	-	-	-	-	500	-	500	500	0%	500
383- Reimbursements	-	-	-	-	20,367	-	20,367	20,367	0%	20,367
384- Other Revenue	4,460	4,460	-	4,460	3,210	-	3,210	(1,250)	72%	3,210
Revenue Total:	1,836,137	1,836,137	-	1,836,137	1,145,669	-	1,145,669	(690,468)	62%	1,145,669
Operating Transfers In:	908,095	908,095	212,974	908,095	908,095	-	908,095	-	100%	1,121,069
Sources Total	2,744,232	2,744,232	212,974	2,744,232	2,053,764	-	2,053,764	(690,468)	75%	2,266,738
Expenditures										
Division: 461- Planning Total:	1,264,879	1,264,879	-	1,264,879	1,064,752	-	1,064,752	200,127	84%	1,064,752
Division: 462- Building Inspection Total:	1,479,353	1,479,353	-	1,479,353	1,201,985	-	1,201,985	277,368	81%	1,201,985
Expenditures Total:	2,744,232	2,744,232	-	2,744,232	2,266,738	-	2,266,738	477,494	83%	2,266,738
Building & Planning Net Results:	(0)	(0)	212,974	(0)	(212,974)	-	(212,974)	(212,974)	56045903%	(0)
Fund Balance July 1, 2025	(2,545,963)	(2,545,963)	-	(2,545,963)	(2,545,963)	-	-	-	-	(2,545,963)
Estimated Fund Balance June 30, 2026	(2,545,964)	(2,545,964)	-	(2,545,964)	(2,758,938)	-	-	-	-	(2,545,964)
Fund: 213 - Refuse Management Fund										
323- State Grants	60,060	60,060	-	60,060	66,630	-	66,630	6,570	111%	66,630
370- Interest and Investment Income	6,000	6,000	-	6,000	-	-	-	(6,000)	0%	-
Revenue Total:	66,060	66,060	-	66,060	66,630	-	66,630	570	101%	66,630
Expenditures										
Division: 346- Waste Reduction Total:	189,710	189,710	-	189,710	33,154	-	33,154	156,556	17%	33,154
Expenditures Total:	189,710	189,710	-	189,710	33,154	-	33,154	156,556	17%	33,154
Refuse Management Fund Net Results:	(123,650)	(123,650)	-	(123,650)	33,476	-	33,476	157,126	-27%	33,476
Fund Balance July 1, 2025	(33,476)	(33,476)	-	(33,476)	(33,476)	-	-	-	-	(33,476)
Estimated Fund Balance June 30, 2026	(157,126)	(157,126)	-	(157,126)	0	-	-	-	-	0
Fund: 214 - Solid Waste Fund										
344- Impact Fees	-	1,459,000	-	1,459,000	1,461,653	-	1,461,653	2,653	100%	1,461,653
370- Interest and Investment Income	8,000	8,000	-	8,000	132,150	-	132,150	124,150	1652%	132,150
383- Reimbursements	360,000	57,000	-	57,000	57,000	-	57,000	-	100%	57,000
Revenue Total:	368,000	1,524,000	-	1,524,000	1,650,803	-	1,650,803	126,803	108%	1,650,803
Expenditures										
Division: 341- Administration/Engineering Total:	-	-	-	-	16,804	-	16,804	(16,804)	0%	16,804
Division: 342- Road Maintenance Total:	177,241	177,241	-	177,241	280,094	-	280,094	(102,853)	158%	280,094
Division: 346- Waste Reduction Total:	-	-	-	-	1,859	-	1,859	(1,859)	0%	1,859
Expenditures Total:	177,241	177,241	-	177,241	298,757	-	298,757	(121,516)	169%	298,757
Solid Waste Fund Net Results:	190,759	1,346,759	-	1,346,759	1,352,046	-	1,352,046	5,287	100%	1,352,046
Fund Balance July 1, 2025	3,306,893	3,306,893	-	3,306,893	3,306,893	-	-	-	-	3,306,893
Estimated Fund Balance June 30, 2026	3,497,652	4,653,652	-	4,653,652	4,658,939	-	-	-	-	4,658,939
Fund: 215 - Measure C and J Fund										
322- Fed Grant/Misc	-	-	-	-	-	-	-	-	0%	-
323- State Grant/Misc	967,619	967,619	-	967,619	-	-	-	(967,619)	0%	-
324- Other Grants	421,638	421,638	-	421,638	459,840	-	459,840	38,202	109%	459,840
370- Interest and Investment Income	8,000	8,000	-	8,000	85,005	-	85,005	77,005	1063%	85,005
Revenue Total:	1,397,257	1,397,257	-	1,397,257	544,845	-	544,845	(852,412)	39%	544,845
Expenditures										
Division: 117- General Government Total:	-	-	-	-	-	-	-	-	0%	-
Division: 341- Administration/Engineering Total:	196,123	196,123	-	196,123	138,508	-	138,508	57,615	71%	138,508
Division: 342- Road Maintenance Total:	993,609	993,609	-	993,609	97,001	29,400	126,401	867,208	13%	97,001
Division: 343- Facility Maintenance Total:	2,000	2,000	-	2,000	-	-	-	2,000	0%	-
Expenditures Total:	1,191,732	1,191,732	-	1,191,732	235,510	29,400	264,910	926,822	22%	235,510
Measure C and J Fund Net Results:	205,525	205,525	-	205,525	309,336	(29,400)	279,936	74,411	136%	309,336
Fund Balance July 1, 2025	2,777,422	2,777,422	-	2,777,422	2,777,422	-	-	-	-	2,777,422
Estimated Fund Balance June 30, 2026	2,982,947	2,982,947	-	2,982,947	3,086,758	-	-	-	-	3,086,758



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 216 - Rate Stabilization Fund										
370- Interest and Investment Income	-	-	-	-	7,803	-	7,803	7,803	0%	7,803
383- Reimbursements	-	-	-	-	-	-	-	-	0%	-
Revenue Total:	-	-	-	-	7,803	-	7,803	7,803	0%	7,803
Expenditures Total:	-	-	-	-	-	-	-	-	0%	-
Rate Stabilization Fund Net Results:	-	-	-	-	7,803	-	7,803	7,803	0%	7,803
Fund Balance July 1, 2025	227,215	227,215	-	227,215	227,215	-	-	-	-	227,215
Estimated Fund Balance June 30, 2026	227,215	227,215	-	227,215	235,017	-	-	-	-	235,017
Fund: 225 - Asset Seizure-Adjudicated Fund										
351- Fines and Forfeiture	-	-	-	-	-	-	-	-	0%	-
370- Interest and Investment Income	-	-	-	-	726	-	726	726	0%	726
Revenue Total:	-	-	-	-	726	-	726	726	0%	726
Expenditures										
Division: 221- Police Operations Total:	19,268	19,268	-	19,268	-	-	-	19,268	0%	-
Expenditures Total:	19,268	19,268	-	19,268	-	-	-	19,268	0%	-
Asset Seizure-Adjudicated Fund Net Results:	(19,268)	(19,268)	-	(19,268)	726	-	726	19,994	-4%	726
Fund Balance July 1, 2025	20,255	20,255	-	20,255	20,255	-	-	-	-	20,255
Estimated Fund Balance June 30, 2026	987	987	-	987	20,981	-	-	-	-	20,981
Fund: 226 - CASp Certification and Training Fund										
342- Other Fees	-	-	-	-	7,488	-	7,488	7,488	0%	7,488
Revenue Total:	-	-	-	-	7,488	-	7,488	7,488	0%	7,488
Expenditures Total:	-	-	-	-	-	-	-	-	0%	-
CASp Certification and Training Fund Net Results:	-	-	-	-	7,488	-	7,488	7,488	0%	7,488
Fund Balance July 1, 2025	56,831	56,831	-	56,831	56,831	-	-	-	-	56,831
Estimated Fund Balance June 30, 2026	56,831	56,831	-	56,831	64,319	-	-	-	-	64,319
Fund: 276 - Growth Impact Fund										
344- Impact Fees	-	-	-	-	10,817	-	10,817	10,817	0%	10,817
370- Interest and Investment Income	-	-	-	-	114,083	-	114,083	114,083	0%	114,083
Revenue Total:	-	-	-	-	124,900	-	124,900	124,900	0%	124,900
Expenditures										
Division: 342- Road Maintenance Total:	100,000	100,000	-	100,000	-	-	-	100,000	0%	-
Division: 343- Facility Maintenance Total:	1,236,000	1,236,000	-	1,236,000	579,356	136,843	716,199	519,801	58%	579,356
Division: 345- Park Maintenance Total:	1,100,000	1,100,000	-	1,100,000	8,200	116,405	124,605	975,395	11%	8,200
Division: 642- Sewer Collections Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures Total:	2,436,000	2,436,000	-	2,436,000	587,556	253,248	840,804	1,595,196	35%	587,556
Growth Impact Fund Net Results:	(2,436,000)	(2,436,000)	-	(2,436,000)	(462,656)	(253,248)	(715,903)	1,720,097	29%	(462,656)
Fund Balance July 1, 2025	3,462,185	3,462,185	-	3,462,185	3,462,185	-	-	-	-	3,462,185
Estimated Fund Balance June 30, 2026	1,026,185	1,026,185	-	1,026,185	2,999,529	-	-	-	-	2,999,529
Fund: 285 - Housing Land Held for Resale										
370- Interest and Investment Income	50,000	50,000	-	50,000	131,860	-	131,860	81,860	264%	131,860
323- Grants	-	-	-	-	650,000	-	650,000	650,000	0%	650,000
384- Other Revenue	-	-	-	-	356	-	356	356	0%	356
392- Sale of Property	-	-	-	-	-	-	-	-	0%	-
393- Loan/Bond Proceeds	5,000	5,000	-	5,000	-	-	-	(5,000)	0%	-
Revenue Total:	55,000	55,000	-	55,000	782,216	-	782,216	727,216	1422%	782,216
Expenditures										
Division: 461- Planning Total:	57,693	57,693	-	57,693	53,586	-	53,586	4,107	93%	53,586
Division: 464- Housing Administration Total:	285,268	285,268	-	285,268	190,614	-	190,614	94,654	67%	190,614
Expenditures Total:	342,961	342,961	-	342,961	244,200	-	244,200	98,761	71%	244,200
Housing Land Held for Resale Net Results:	(287,961)	(287,961)	-	(287,961)	538,016	-	538,016	825,977	-187%	538,016
Fund Balance July 1, 2025	8,251,071	8,251,071	-	8,251,071	8,251,071	-	-	-	-	8,251,071
Estimated Fund Balance June 30, 2026	7,963,110	7,963,110	-	7,963,110	8,789,087	-	-	-	-	8,789,087
Fund: 310 - Lighting & Landscape Districts										
321- Intergovernmental Taxes	56,411	56,411	-	56,411	47,620	-	47,620	(8,791)	84%	47,620
383- Reimbursements	7,500	7,500	-	7,500	-	-	-	(7,500)	0%	-
Revenue Total:	63,911	63,911	-	63,911	47,620	-	47,620	(16,291)	75%	47,620
Expenditures										
Division: 347- Landscape & Lighting PVR North Total:	39,795	39,795	-	39,795	22,264	-	22,264	17,531	56%	22,264
Division: 348- Landscape & Lighting PVR South Total:	45,380	45,380	-	45,380	11,232	-	11,232	34,149	25%	11,232
Expenditures Total:	85,175	85,175	-	85,175	33,495	-	33,495	51,680	39%	33,495
Lighting & Landscape Districts Net Results:	(21,264)	(21,264)	-	(21,264)	14,125	-	14,125	35,389	-66%	14,125
Fund Balance July 1, 2025	99,053	99,053	-	99,053	99,053	-	-	-	-	99,053
Estimated Fund Balance June 30, 2026	77,789	77,789	-	77,789	113,178	-	-	-	-	113,178



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 317 - Pinole Valley Caretaker Fund										
381- Rental Income	15,000	15,000		15,000	-		-	(15,000)	0%	-
Revenue Total:	15,000	15,000	-	15,000	-	-	-	(15,000)	0%	-
Expenditures										
Division: 345- Park Maintenance Total:	14,989	14,989		14,989	-		-	14,989	0%	-
Expenditures Total:	14,989	14,989	-	14,989	-	-	-	14,989	0%	-
Pinole Valley Caretaker Fund Net Results:	11	11	-	11	-		-	(11)	0%	-
Fund Balance July 1, 2025	(983)	(983)		(983)	(983)					(983)
Estimated Fund Balance June 30, 2026	(972)	(972)		(972)	(983)					(983)
Fund: 324 - Public Facilities Fund										
Expenditures										
Division: 343- Facility Maintenance Total:	502,000	502,000		502,000	272,095	19,287	291,382	210,618	58%	272,095
Division: 345- Park Maintenance Total:	-	-		-	-		-	-	0%	-
Expenditures Total:	502,000	502,000	-	502,000	272,095	19,287	291,382	210,618	58%	272,095
Public Facilities Fund Net Results:	(502,000)	(502,000)	-	(502,000)	(272,095)		(272,095)	70,000	54%	(272,095)
Fund Balance July 1, 2025	541,649	541,649		541,649	541,649					541,649
Estimated Fund Balance June 30, 2026	39,649	39,649		39,649	269,554					269,554
Fund: 325 - City Street Improvements										
322- Federal Grants	41,394	41,394		41,394	56,920		56,920	15,526	138%	56,920
323- State Grants	-	-		-	-		-	-	0%	-
324- Other Grants	1,643,889	1,643,889		1,643,889	137,487		137,487	(1,506,402)	8%	137,487
332- Permits	-	-		-	-		-	-	0%	-
383- Reimbursements	-	-		-	-		-	-	0%	-
Revenue Total:	1,685,283	1,685,283	-	1,685,283	194,407	-	194,407	(1,490,876)	12%	194,407
Operating transfers in Total:	-	-		-	-		-	-	0%	-
Sources Total:	1,685,283	1,685,283	-	1,685,283	194,407		194,407	(1,490,876)	12%	194,407
Expenditures										
Division: 342- Road Maintenance Total:	2,907,583	2,907,583		2,907,583	363,506	381,365	744,870	2,162,713	26%	363,506
Expenditures Total:	2,907,583	2,907,583	-	2,907,583	363,506	381,365	744,870	2,162,713	26%	363,506
City Street Improvements Net Results:	(1,222,300)	(1,222,300)	-	(1,222,300)	(169,099)	(381,365)	(550,464)	671,836	45%	(169,099)
Fund Balance July 1, 2025	2,377,545	2,377,545		2,377,545	2,377,545					2,377,545
Estimated Fund Balance June 30, 2026	1,155,245	1,155,245		1,155,245	2,208,446					2,208,446
Fund: 377 - Arterial Streets Rehabilitation Fund										
322- Federal Grants	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
Operating transfers in Total:	-	-		-	-		-	-	0%	-
Sources Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures										
Division: 342- Road Maintenance Total:	560,960	560,960		560,960	13,615		13,615	547,345	2%	13,615
Expenditures Total:	560,960	560,960	-	560,960	13,615	-	13,615	547,345	2%	13,615
Arterial Streets Rehabilitation Fund Net Results:	(560,960)	(560,960)	-	(560,960)	(13,615)	-	(13,615)	547,345	2%	(13,615)
Fund Balance July 1, 2025	1,253,071	1,253,071		1,253,071	1,253,071					1,253,071
Estimated Fund Balance June 30, 2026	692,111	692,111		692,111	1,239,455					1,239,455
Fund: 500 - Sewer Enterprise Fund										
363- Sewer Enterprise Charges	12,735,506	12,735,506		12,735,506	9,291,239		9,291,239	(3,444,267)	73%	9,291,239
370- Interest and Investment Income	300,000	300,000		300,000	560,406		560,406	260,406	187%	560,406
383- Reimbursements	-	-		-	-		-	-	0%	-
384- Other Revenue	-	-		-	-		-	-	0%	-
392- Proceeds from Sale of Property	-	-		-	-		-	-	0%	-
Revenue Total:	13,035,506	13,035,506	-	13,035,506	9,851,644	-	9,851,644	(3,183,862)	76%	9,851,644
Expenditures										
Division: 117- General Government Total:	-	-		-	23,828		23,828	(23,828)	0%	23,828
Division: 641- Sewer Treatment Plant/Shared Total:	12,349,900	12,349,900		12,349,900	5,070,001	315,846	5,385,847	6,964,053	44%	5,070,001
Division: 642- Sewer Collections Total:	24,183,004	24,183,004		24,183,004	3,885,490	1,365,786	5,251,276	18,931,728	22%	3,885,490
Division: 643- Sewer Projects/Shared Total:	85,000	85,000		85,000	-		-	85,000	0%	-
Division: 644- WPCP Equipment/Debt Service Total:	1,611,192	1,611,192		1,611,192	1,611,191		1,611,191	1	100%	1,611,191
Expenditures Total:	38,229,096	38,229,096	-	38,229,096	10,590,511	1,681,632	12,272,142	25,956,954	32%	10,590,511
Sewer Enterprise Fund Net Results:	(25,193,590)	(25,193,590)	-	(25,193,590)	(738,866)	(1,681,632)	(2,420,498)	22,773,092	10%	(738,866)
Fund Balance July 1, 2025	24,440,176	24,440,176		24,440,176	24,440,176					24,440,176
Estimated Fund Balance June 30, 2026	(753,414)	(753,414)		(753,414)	23,701,310					23,701,310



Fourth Quarter Financial Summary by Fund

City of Pinole, CA

For FY2025/26 Period Ending: 06/30/2026

	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Projected Year-End
Fund: 505 - Cable Access TV										
314- Franchise Taxes	26,486	26,486		26,486	11,634		11,634	(14,852)	44%	11,634
365- Cable TV Charges	159,840	159,840		159,840	71,101		71,101	(88,739)	44%	71,101
366- Other Charges	9,000	9,000		9,000	-		-	(9,000)	0%	-
383- Reimbursements	-	-		-	12,431		12,431	12,431	0%	12,431
384- Other Revenue	90,500	-		-	50		50	50	0%	50
Revenue Total:	285,826	195,326	-	195,326	95,215	-	95,215	(100,111)	49%	95,215
Operating transfers in Total:	367,262	367,262	163,739	531,001	367,262		367,262	(163,739)	69%	531,001
Sources Total:	653,088	562,588	163,739	726,327	462,477	-	462,477	(263,850)	64%	626,216
Expenditures										
Division: 119- Cable Access TV Total:	653,088	653,088		653,088	625,534	4,795	630,328	22,759	97%	625,534
Expenditures Total:	653,088	653,088	-	653,088	625,534	4,795	630,328	22,759	97%	625,534
Cable Access TV Net Results:	0	(90,500)	163,739	73,239	(163,056)	(4,795)	(167,851)	(241,090)	-229%	683
Fund Balance July 1, 2025	(682)	(682)		(682)	(682)					(682)
Estimated Fund Balance June 30, 2026	(682)	(91,182)		72,557	(163,739)					0
Fund: 525 - Information Systems										
393- Debt Proceeds	-	-	-	-	-		-	-	0%	-
Sources Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures										
Division: 118- Information Systems Total:	1,434,778	1,434,779		1,434,779	1,105,982	139,997	1,245,979	188,801	87%	1,105,982
Expenditures Total:	1,434,778	1,434,779	-	1,434,779	1,105,982	139,997	1,245,979	(188,801)	87%	1,105,982
Indirect cost allocations Total:	(1,434,779)	(1,434,779)		(1,434,779)	(1,035,417)	(139,997)	(1,175,414)	259,365	82%	(1,035,417)
Information Systems Net Results:	(0)	0	-	0	70,565	(0)	70,565	70,564	16037468%	70,565
Fund Balance July 1, 2025	64,910	64,910		64,910	64,910					64,910
Estimated Fund Balance June 30, 2026	64,910	64,911		64,911	135,475					135,475
Fund: 700 - Pension Fund										
370- Interest and Investment Income	600,000	600,000		600,000	1,764,350		1,764,350	1,164,350	294%	1,764,350
399- Transfer In Total:	2,400,000	2,400,000		2,400,000	2,400,000		2,400,000	-	100%	2,400,000
Revenue Total:	3,000,000	3,000,000	-	3,000,000	4,164,350	-	4,164,350	1,164,350	139%	4,164,350
Expenditures										
Division: 115- Finance Total:	65,000	65,000		65,000	72,846		72,846	(7,846)	112%	72,846
Transfers Out Total:	3,235,445	3,235,445		3,235,445	3,221,715		3,221,715	13,730	100%	3,221,715
Expenditures Total:	3,300,445	3,300,445	-	3,300,445	3,294,561		3,294,561	(5,884)	100%	3,294,561
Pension Fund Net Results:	(300,445)	(300,445)	-	(300,445)	869,790		869,790	1,170,235	-290%	869,790
Fund Balance July 1, 2025	12,442,949	12,442,949		12,442,949	12,442,949					12,442,949
Estimated Fund Balance June 30, 2026	12,142,504	12,142,504		12,142,504	13,312,739					13,312,739

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE FISCAL YEAR 2025/26 OPERATING AND CAPITAL BUDGET TO INCORPORATE ADDITIONAL APPROPRIATIONS

WHEREAS, the City Council did adopt the Fiscal Year (FY) 2025/26 Operating and Capital Budget by Resolution number 2025-32 on June 17, 2025; and

WHEREAS, the City Manager has presented proposed recommendations for modification of the adopted budget and programs of service for the City of Pinole Operations for FY 2025/26 at the regular City Council Meeting held on September 15, 2026; and

WHEREAS, the City Council has considered these recommended changes, as to the matter of the City budget; and

WHEREAS, the City Council has solicited public input on the proposed modifications to the FY 2025/26 Operating and Capital Budget; and

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

Modifications to the budget, including any requisite use of appropriate Fund Balance, for the City of Pinole for Fiscal Year 2025/26 commencing July 1, 2025 and ending June 30, 2026 are hereby approved and adopted as follows:

Fund	Expenditure Adjustment	Revenue Adjustment (Transfer In)
General Fund (100)	\$ 18,500	
Measure S 2006 Fund (105)	\$ 376,713	
Equipment Reserve (160)	\$ 151,453	
Building and Planning Fund (212)		\$ 212,974
Cable TV Access Fund (505)		\$ 163,739

PASSED AND ADOPTED this 15th day of September 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 **15th** day of **September, 2026**.

Heather Bell-Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.D.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Markisha Guillory, Finance Director, 510-724-9823, MGuillory@pinole.gov
SUBJECT: FY 2025/26 FOURTH QUARTER INVESTMENT REPORT

RECOMMENDATION

Staff recommend that the City Council receive the Quarterly Investment Report for the fourth quarter (ending June 30, 2026).

BACKGROUND

The City of Pinole Investment Policy requires that a Quarterly Investment Report be submitted to the City Council. The City's investments, as shown in the attached Investment Report for the quarter ending June 30, 2026, conform to the City's Investment Policy as well as all applicable State and federal requirements, including California Government Code Section 53646.

The funds that the City invests, and which are reported in the Quarterly Investment Report, are comprised of cash and investment balances that are held across all City funds. The cash and investment balances across all City funds are "pooled" for investment purposes, with the exception of the assets of the General Reserve, which is discussed further below. Cash is invested in accordance with the City's Investment Policy. Interest earnings on investments are allocated to the various funds based on the cash and investment balances of those funds.

The City also maintains a Section 115 Pension Trust that was established for the purpose of setting aside resources to offset anticipated increases in future City pension and other post-employment benefits (OPEB) costs. The cash and investments in the trust are designated as restricted fund balance in the City's General Fund. These funds are invested according to the policy objectives and guidelines of the City's Pension Investment Policy.

REVIEW AND ANALYSIS

Investment Policy

All investments held at June 30, 2026 conform to the City's Investment Policy and all applicable State and federal requirements. The City's investment objectives, in order of priority, are safety, which is investing in the highest quality securities; liquidity, which is the ability to convert the investment to cash as necessary to meet cash flow requirements; and yield, which is earning a higher return.

Investment Strategy

The City utilizes a passive investment management approach by buying and holding securities until maturity. Earnings on investments held until maturity typically fluctuate with market conditions and are considered “unrealized” prior to maturity. The City expects to yield a gain on all investments at maturity. A “laddered maturity” investment strategy is applied to the long-term portion of the City’s investment portfolio. A laddered portfolio is structured with securities that have different maturity dates. As securities are called or mature, proceeds are reinvested in a new security with another long term at the end of the ladder. Laddering helps to minimize interest-rate risk, increase liquidity, and diversify credit risk.

The City also maintains funds in mutual funds when their rates are competitive with other investment instruments.

Staff continue to monitor rates of return on City funds invested and make investments to best achieve the objectives laid out in the Investment Policy.

Fourth Quarter Investment Summary

As of June 30, 2026, total cash and investments increased by \$7,759,252 from the previous quarter, from \$41,079,076 to \$48,838,323. Typically, the City experiences swings in cash inflow and outflow due to the seasonality of large receipts, such as property taxes, and large disbursements, like debt service that is paid semiannually. The City will have sufficient cash flow to meet the next six months of estimated expenditures.

Investment Instruments

The Finance Director, in consultation with the City Treasurer, selects the instruments in which to invest the City’s funds, in order to best meet the objectives laid out in the City’s Investment Policy. The balances held in different investment instruments at June 30, 2026 are noted in Attachment A. The bulk of the City’s investment funds are invested in the State of California’s Local Agency Investment Fund (LAIF), because of the safety and liquidity of that investment.

Funds in the City’s General Reserve are maintained in an account that is separate from the rest of the pooled funds. This enables the Finance Director to implement a directed investment plan for the General Reserve funds. The City’s practice has been to invest these funds in instruments with longer duration, thereby yielding greater investment earnings.

Investment Yield and Duration

The weighted average yield of the City’s investment portfolio for the quarter ended June 30, 2026 is summarized in Attachment A. The total investment portfolio yielded 3.686% for the fourth quarter (April-June 2026), slightly up from the 3.655% yielded in the previous quarter (January-March 2026).

For the fourth quarter, LAIF earned an average annual yield of 3.816%, down from an average annual yield of 3.826% for the third quarter.

The General Reserve, which holds longer-term investments, earned an average annual yield of 3.143%, slightly down from the 3.215% average annual yield in the third quarter. During the fourth quarter, Alabama Credit Union certificate of deposit matured, and no new investment

instruments were purchased.

Section 115 Trust

The Section 115 Trust is comprised of a diversified portfolio of investments consistent with the Trust's objectives and liquidity requirements. The funds are invested on behalf of the City by Public Agency Retirement Services (PARS). The portfolio summary for the quarter ending June 30, 2026, is included in Attachment B to this report.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

- A. Investment Report - Quarter Ending June 30, 2026
- B. Pension Trust Investment Report - Quarter Ending June 30, 2026

**CITY OF PINOLE
INVESTMENT REPORT JUNE 2026
PORTFOLIO SUMMARY**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Yield	Weighted Average Maturity
Investment Pool - LAIF	21,379,114	21,355,007	21,355,007	46.65%	1	3.816	0
Investment Pool - CalTrust	3,738,658	3,738,658	3,738,658	8.17%	1	4.020	0
Money Market Savings	12,896,261	12,896,261	12,896,261	28.17%	1	3.671	0
Mutual Funds	6,540,857	6,540,857	6,540,857	14.29%	1	3.245	0
Certificates of Deposit	249,000	249,077	249,077	0.54%	14	4.800	0
Medium-Term Corporate Notes	1,000,000	996,230	996,230	2.18%	73	2.060	2
Federal Agency Securities	-	-	-	0.00%	0	0.000	0
Subtotal Investments	\$ 45,803,890	\$ 45,776,090	\$ 45,776,090	100.00%	18	3.686	0

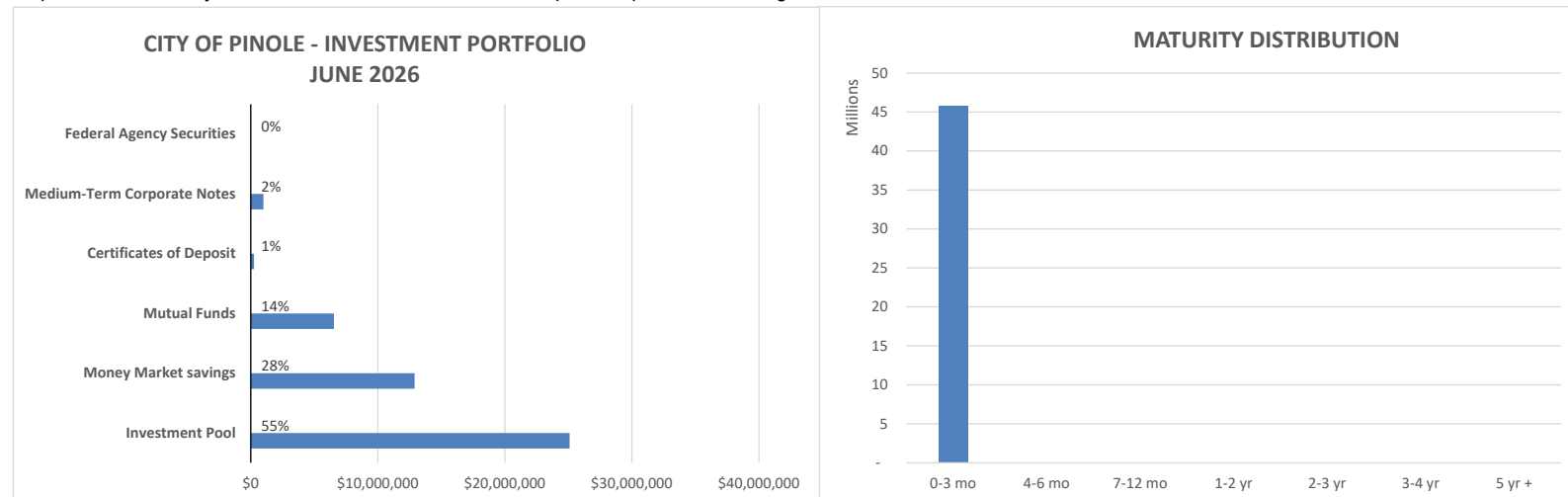
Average Years to Maturity: 0.0

Cash							
Mechanics Bank - Vendor Checking *	1,825,157	1,825,157	1,825,157		1		
BMO - Payroll Checking *	591,522	591,522	591,522		1		
BMO - Checking (Credit Card Clearing) *	645,560	645,560	645,560		1		
Subtotal Cash	3,062,238	3,062,238	3,062,238		1		

Total Cash and Investments \$ 48,866,129 \$ 48,838,328 \$ 48,838,328

*Not included in yield calculations

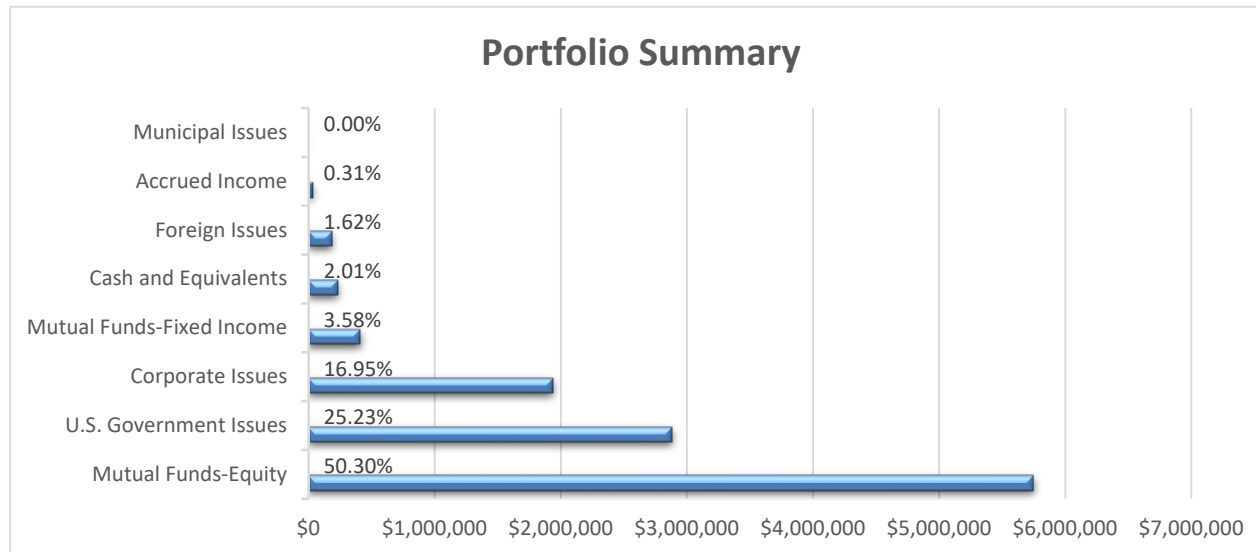
The above investments are consistent with the City's Investment Policy and allowable under current legislation of the State of California. Investments were selected using safety, liquidity and yield as the criteria. The source of the market values for the investments are provided by US Bank in accordance with the California Government Code requirement. The City has sufficient cash flow to cover anticipated expenditures through the next six months.



Type / Account Number	CUSIP	Issuer	Manager	GL Acct #	Par Value	Market Value	Book Value	Rate	Yield	Days to Maturity	S&P Rating	Maturity Date	Weighted Average Maturity
Investment Pool													
		Local Agency Investment Fund (LAIF)	LAIF	999-10201	21,379,114	21,355,007	21,355,007	3.816	3.816	1	N/A		0
		CalTrust - Short Term Fund (City)	CalTrust	999-10202	28,876	28,876	28,876	3.920	3.920	1	N/A		0
		CalTrust - Medium Term Fund (City)	CalTrust	999-10203	3,709,782	3,709,782	3,709,782	4.120	4.120	1	N/A		0
					25,117,772	25,093,665	25,093,665	3.952	3.861	1			0
Money Market Savings													
		Mechanics Bank	City	999-10102	11,432,466	11,432,466	11,432,466	3.750	3.750	1	N/A		0
		Mechanics Bank	City	500-10311	1,168,045	1,168,045	1,168,045	3.740	3.740	1	N/A		0
		Mechanics Bank	City	999-10108	187,130	187,130	187,130	3.740	3.740	1	N/A		0
		BMO	City	999-10104	108,620	108,620	108,620	0.995	0.995	1	N/A		0
					12,896,261	12,896,261	12,896,261	3.056	3.671	1			0
Mutual Funds													
19-516680		U.S. Bank	US Bank	150-10110	23,788	23,788	23,788	1.980	1.980	1	N/A		0
19-516680	31846V203	1st American Government Obligation Fund	US Bank	150-10110	6,517,069	6,517,069	6,517,069	3.250	3.250	1	N/A		0
					6,540,857	6,540,857	6,540,857	2.615	3.245	1			0
Certificates of Deposit													
19-516680	910286GR8	United Fid Bk FSB Evansville I	US Bank	150-10110	249,000	249,077	249,077	4.800	4.800	14	N/A	7/14/2026	0
					249,000	249,077	249,077	4.800	4.800	14			0
Medium-Term Corporate Notes													
19-516679	037833DN7	Apple Inc.	US Bank	150-10110	1,000,000	996,230	996,230	2.050	2.060	73	AA+	9/11/2026	2
					1,000,000	996,230	996,230	2.050	2.060	73			2
Federal Agency Securities													
					-	-	-	0.000	0.000	-			0
					\$ 45,803,890	\$ 45,776,090	\$ 45,776,090	3.295	3.686	18			0
											Average Years :	0.0	

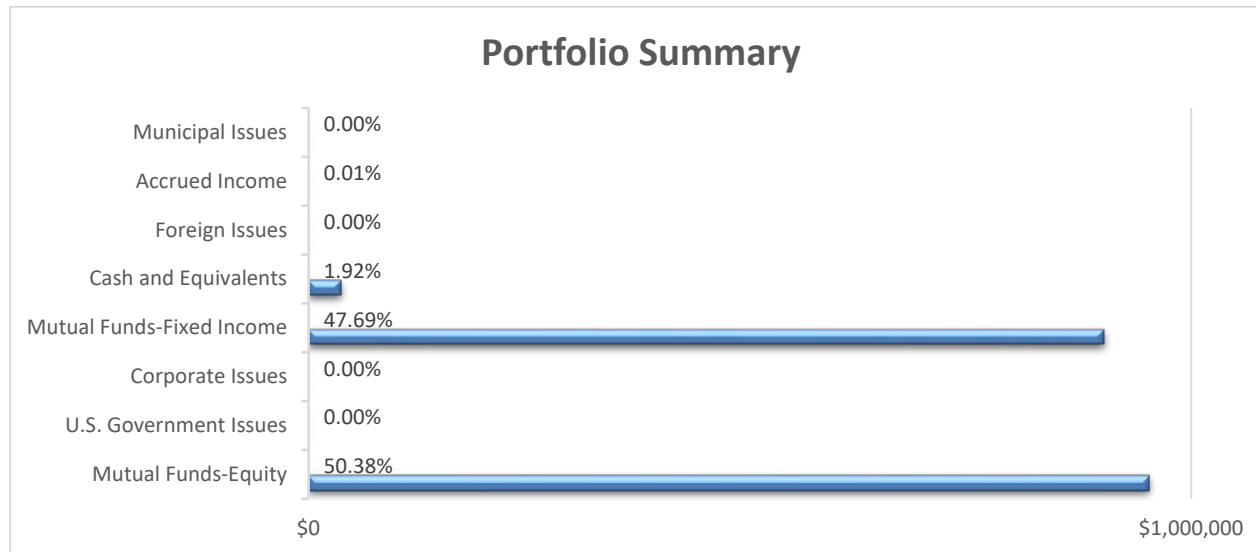
CITY OF PINOLE
INVESTMENT REPORT JUNE 2026
SECTION 115 TRUST PORTFOLIO SUMMARY-PENSION

Investments	Market Value	Book Value	% of Market	Yield
Cash and Equivalents	230,168	230,168	2.01%	3.560
U.S. Government Issues	2,882,303	2,986,085	25.23%	3.970
Corporate Issues	1,936,753	1,952,276	16.95%	5.000
Foreign Issues	184,638	185,234	1.62%	5.230
Municipal Issues	-	-	0.00%	-
Mutual Funds-Equity	5,746,060	4,659,798	50.30%	1.460
Mutual Funds-Fixed Income	409,309	412,001	3.58%	6.380
Total Assets	11,389,230	10,425,562	99.69%	2.980
Accrued Income	35,227	35,227	0.31%	
Grand Total	\$ 11,424,457	\$ 10,460,790	100%	



CITY OF PINOLE
INVESTMENT REPORT JUNE 2026
SECTION 115 TRUST PORTFOLIO SUMMARY-OPEB

Investments	Market Value	Book Value	% of Market	Yield
Cash and Equivalents	36,259	36,259	1.92%	3.560
U.S. Government Issues	-	-	0.00%	-
Corporate Issues	-	-	0.00%	-
Foreign Issues	-	-	0.00%	-
Municipal Issues	-	-	0.00%	-
Mutual Funds-Equity	951,346	871,386	50.38%	1.460
Mutual Funds-Fixed Income	900,515	910,655	47.69%	4.530
Total Assets	1,888,120	1,818,300	99.99%	2.970
Accrued Income	140	140	0.01%	
Grand Total	\$ 1,888,260	\$ 1,818,440	100%	





CITY COUNCIL REPORT

9.E.

DATE: SEPTEMBER 15, 2026

TO: MAYOR AND COUNCIL MEMBERS

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

SUBJECT: SUPPLEMENTAL APPROVAL SUBSTITUTION OF ADMINISTRATIVE
VEHICLE FOR THE PINOLE POLICE DEPARTMENT

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager, or designee, to execute a purchase with California Police Cars (Fairfield, CA) for one (1) 2026 Chevrolet Traverse LT in the amount of \$52,939.29, in substitution of the 2026 Chevrolet Silverado 1500 SSV previously approved under Resolution No. 2026-48.

BACKGROUND

On July 7, 2026, the City Council adopted Resolution No. 2026-48, authorizing the purchase of, among other items, one (1) 2026 Chevrolet Silverado 1500 SSV from Winner Chevrolet / Elk Grove Auto Group under California State Contract No. 1-22-23-20D in an amount not to exceed \$54,363.29, to be funded from the Equipment Reserve Fund.

The tactical helmets and gas mask kits approved under that same resolution have since been received and paid for. The vehicle purchase, however, was not completed.

REVIEW AND ANALYSIS

Following further review, the department determined that a full-size pickup truck was not the most appropriate vehicle for the intended administrative role. The Silverado SSV was originally proposed with the expectation that its towing capacity would be an asset; however, upon closer evaluation, the department's DUI trailer and community outreach equipment transport needs can be met through existing fleet resources, and the additional capabilities of a truck are not required for the day-to-day administrative functions of the Support Commander.

The 2026 Chevrolet Traverse LT is a more suitable match for the vehicle's intended purpose. As a mid-size SUV, the Traverse provides comfortable, practical transportation for administrative duties, community outreach activities, and general departmental use without the operational overhead of a full-size truck. The Traverse is also equipped with a 2.5L turbocharged engine and 8-speed transmission, offering a capable and efficient platform for daily administrative use.

Additionally, the substitution results in cost savings of \$1,424 compared to the originally approved vehicle amount (\$54,363.29 approved vs. \$52,939.29 invoiced), providing a more

economical use of Equipment Reserve Fund resources.

The vehicle is being purchased through California Police Cars, located at 2501 Martin Road, Fairfield, CA 94534, pursuant to Invoice No. 150008 dated August 20, 2026.

FISCAL IMPACT

The original Council-approved amount for the vehicle was \$54,363.29, funded from the Equipment Reserve Fund.

The revised vehicle purchase 2026 Chevrolet Traverse LT totals \$52,939.29, resulting in savings of \$1,424.

All other appropriations approved under Resolution No. 2026-48 remain unchanged. There is no additional fiscal impact on the Equipment Reserve Fund.

ATTACHMENTS

- A. Resolution
- B. 2026-48 Resolution
- C. Quote_Redacted

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE TO APPROVE THE SUBSTITUTION AND PURCHASE OF A 2026 CHEVROLET TRAVERSE LT AS THE ADMINISTRATIVE VEHICLE FOR THE PINOLE POLICE DEPARTMENT IN LIEU OF THE VEHICLE APPROVED UNDER RESOLUTION NO. 2026-48, FOR A FUNDING AMOUNT NOT TO EXCEED \$52,939.29

WHEREAS, on July 7, 2026, the City Council of the City of Pinole adopted Resolution No. 2026-48, authorizing the purchase of, among other items, one (1) 2026 Chevrolet Silverado 1500 SSV from Winner Chevrolet / Elk Grove Auto Group for an amount not to exceed \$54,363.29, to be funded from the Equipment Reserve Fund; and

WHEREAS, the tactical helmets and gas mask kits approved under Resolution No. 2026-48 have been received and paid for, and the vehicle purchase was not completed; and

WHEREAS, upon further review, the Police Department determined that a full-size pickup truck is not the most suitable vehicle for the intended administrative functions, and that a mid-size SUV better meets the operational needs of the Support Commander and Community Outreach Unit; and

WHEREAS, the 2026 Chevrolet Traverse LT, available from California Police Cars, 2501 Martin Road, Fairfield, CA 94534, pursuant to Invoice No. 150008 dated August 20, 2026, is a more appropriate administrative vehicle for the department's needs; and

WHEREAS, the total cost of the 2026 Chevrolet Traverse LT is \$52,939.29, inclusive of accessories, destination freight, doc fee, tire fee, EVR fee, and sales tax, representing a savings of \$1,424 compared to the originally approved vehicle amount; and

WHEREAS, the purchase will be funded from the Equipment Reserve Fund, consistent with the original authorization; and

WHEREAS, the City Council finds that the substitution of the administrative vehicle is in the best interest of the City of Pinole; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the substitution and purchase of one (1) 2026 Chevrolet Traverse LT from California Police Cars in lieu of the 2026 Chevrolet Silverado 1500 SSV previously authorized under Resolution No. 2026-48, for a total amount not to exceed \$52,939.29, funded from the Equipment Reserve Fund, and authorize the City Manager to approve the Purchase Agreement and associated documents in conformance with the Procurement Policy.

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

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

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the ____ day of _____, 2026.

Heather Bell-Spears, CMC
City Clerk

RESOLUTION NO. 2026-48

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the purchase of the tactical helmets and air purifying respirator kits from Curtis Blue Line and the 2026 Chevrolet Silverado 1500 SSV from Winner Chevrolet / Elk Grove Auto Group as identified herein, for a total amount not to exceed \$127,857.79, and authorize the City Manager to approve the Purchase Agreements and associated documents in conformance with the Procurement Policy.

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

AYES:	COUNCILMEMBERS: Martinez-Rubin, Murphy, Toms
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: Sasai, Tave
ABSTAIN:	COUNCILMEMBERS: None

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



Heather Bell-Spears, CMC
City Clerk



INVOICE

California Police Cars

2501 Martin Rd
Fairfield, CA 94534

Date: 8/20/2026
Invoice: 150008

Sold By: Mekhai Sta Rosa
mekhai@fairfieldsubaru.com
(707) 639-9073

Sold To: Justin Rogers
jrogers@pinole.gov
[REDACTED]

Vehicle Sales Invoice

VIN	YEAR	MAKE	MODEL	COLOR	DRIVETRAIN
1GNERGKSXTJ393708	2026	Chevrolet	Traverse	Radiant Red	FWD

1 2026 Chevrolet Traverse LT \$40,800.00

2 Vehicle Accessories \$5,096.00

3 Destination Freight Charge \$1,995.00

4 Doc Fee (Taxable) \$85.00

5 Tire Fee (Non-Taxable) \$8.75

6 EVR Fee (Non-Taxable) \$37.00

7 Sales Tax (10.25%) \$4,917.54

CONTACT INFORMATION

Name: Justin Rogers
Company: Pinole Police Department
Department: N/A
Phone: [REDACTED]
Email: jrogers@pinole.gov

VEHICLE INFORMATION

Stock Number: N/A
Odometer Reading: N/A
Engine: 2.5L Turbo
Transmission: 8-Speed

PURCHASE INFORMATION

Purchase Order: Pending
Contract Number: N/A
Bid Number: N/A
Payment Terms: N/A

TOTAL AMOUNT DUE \$52,939.29

SIGNATURE _____



CITY COUNCIL REPORT

9.F.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Melissa Klawuhn, Acting City Manager/Police Chief, mklawuhn@pinole.gov
SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE RECEIPT AND EXPENDITURE OF \$46,600 FROM THE OTS GRANT FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment A), which will authorize the acceptance of \$46,600 in grant funds awarded to the City of Pinole and administered by the California Office of Traffic Safety.

BACKGROUND

The California Office of Traffic Safety (OTS) is part of the California State Transportation Agency and is responsible for developing and implementing a highway safety program that addresses the behavioral factors that influence road safety. The goal of the annual program is to prevent serious injuries and deaths from motor vehicle crashes, ensuring that all roadway users arrive at their destinations safely. By reviewing local, county, and state crash data, OTS helps individual cities compare their traffic safety statistics with those of cities of similar population size.

According to OTS data, the City of Pinole's traffic incident rankings highlight areas of concern compared with similarly sized cities. With a population of about 19,000 residents and located along the busy Interstate 80 corridor, Pinole experiences high daily traffic volumes, increasing the risk of collisions, speeding, and impaired driving incidents. The city's diverse community, including families, school-aged children, elderly residents, and local businesses, is directly affected by traffic-related dangers. DUI-related crashes pose a significant threat to public safety, especially for pedestrians, cyclists, and motorists sharing the roads.

The Pinole Police Department has only 27 sworn officers, all responsible for a broad range of public safety duties, with only one assigned to traffic enforcement. This limited staffing makes it difficult to conduct DUI checkpoints without incurring overtime costs, as diverting officers from their regular tasks can compromise other vital public safety efforts. Moreover, scarce traffic enforcement resources make it harder to prevent reckless driving, putting vulnerable road users, such as school children and elderly pedestrians, at risk.

To address these issues, the Pinole Police Department applied for OTS funding for the second consecutive year to cover specialized officer training, overtime pay, and equipment purchases for DUI checkpoints and saturation patrols. These resources are essential to enhancing traffic safety, lowering collision rates, and reducing impaired driving in the community. With the

requested grant funds, the Pinole Police Department aims to enhance traffic safety efforts, bolster DUI enforcement, and increase public awareness, ultimately reducing injuries and fatalities and making roads safer for all community members.

The Pinole Police Department will continue to prioritize equity across all aspects of its traffic safety efforts. This includes increasing DUI enforcement in high-risk areas where crashes disproportionately affect vulnerable communities, expanding public outreach through culturally and linguistically appropriate messaging, and aligning traffic safety resources with the needs of historically underserved neighborhoods. The department will also maintain a community-first approach, ensuring residents' voices are heard and incorporated into safety strategies. By applying an equity lens, the Pinole Police Department aims to improve public trust and create a safer, more accessible transportation environment for all residents.

REVIEW AND ANALYSIS

To address speeding, DUI-related crashes, and pedestrian safety concerns, the Pinole Police Department proposes a multifaceted project:

Grant-funded resources will enhance the department's ability to conduct targeted traffic enforcement operations focused on high-crash zones, DUI-prone areas, and roadways with frequent speeding violations, particularly during peak risk hours, such as nighttime and weekends. By increasing enforcement presence in these areas, officers will be able to identify and remove impaired drivers, enforce speed limits, and reduce dangerous driving behaviors, ultimately decreasing traffic-related injuries and fatalities.

To further enhance enforcement, the Pinole Police Department will conduct two DUI checkpoints to identify and deter impaired drivers. These checkpoints will be held at high-risk locations identified by crash data and DUI arrest trends, maximizing impact in reducing alcohol- and drug-related collisions.

Officers will receive specialized training in DUI detection and traffic enforcement strategies, equipping them with the skills to effectively identify impaired drivers and enforce traffic laws more efficiently.

The Pinole Police Department will conduct additional targeted traffic enforcement, distracted driving enforcement, and pedestrian and bicycle safety enforcement. By using enhanced traffic safety equipment and community engagement, the department aims to educate drivers about the dangers of impaired and reckless driving and reinforce the importance of roadway safety. The department will integrate public outreach initiatives, social media messaging, and community partnerships to promote responsible driving behavior.

By combining strategic enforcement, high-visibility patrols, and public awareness campaigns, the department aims to reduce traffic-related injuries and fatalities and foster a safer, more responsible driving culture in Pinole.

FISCAL IMPACT

Accepting this grant will result in a positive fiscal impact. The total project cost is \$46,600, with no match required.

ATTACHMENTS

- A. Resolution
- B. Submitted Grant Application
- C. OTS Draft Grant Agreement FY 26-27

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE RECEIPT AND EXPENDITURE OF \$46,600 IN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDS TO FACILITATE THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) #PT27126

WHEREAS, the Pinole Police Department applied to the California Office of Traffic Safety grant program (herein referred to as PROGRAM), for funding to address the priority areas established by the National Highway Traffic Safety Administration; and

WHEREAS, the Pinole Police Department is charged with providing for the safety and security of the people within City limits and beyond; and

WHEREAS, there are substantial traffic safety challenges on Pinole roadways that negatively impact that safety and security; and

WHEREAS, increased education and enforcement regarding impaired and other unsafe driving practices can reduce those negative impacts; and

WHEREAS, funding the overtime, equipment, and other expenses associated with this education and enforcement presents a fiscal challenge for the City; and

WHEREAS, the Pinole Police Department and the California Office of Traffic Safety (OTS) have collaborated to establish goals and objectives for the 2026-2027 Federal Fiscal Year to have a positive impact on traffic safety challenges in Pinole; and

WHEREAS, the Pinole Police Department has applied for and received an offer of an OTS Selective Traffic Enforcement Program (STEP) Grant #PT27126, providing funding in furtherance of these goals and objectives.

NOW, THEREFORE, BE IT RESOLVED that the Chief of Police for the Pinole Police Department or his/her designee is authorized to execute on behalf of the City of Pinole the attached agreement, including any extensions or amendments thereof and any subsequent contract with the state in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and OTS disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **15th** day of **September, 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 **15th** day of **September, 2026**.

Heather Bell-Spears, CMC
City Clerk

Application Information

Application No: 27-007318			
Application Type:	STEP	Agency (City or County):	Pinole
		Department (Police Dept, DA Office, etc):	Pinole Police Department
Authorized Representative:	Frank Dalao	Additional Contact Email:	
DUNS/SAM Expiration Date:		DUNS/SAM Registered Address:	2131 Pear St. Pinole, CA 94564
DUNS/SAM ZIP+4:	94564-1774	DUNS/SAM Number:	FX2RHAL9KGG8
		DUNS/SAM City:	Pinole

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement

Describe the problem(s) to be addressed utilizing current data-driven evidence. Be specific and focus on the issue that is relevant and significant within your community.

1. Describe the city, county, or jurisdiction this grant will impact.

Problem Statement:

The City of Pinole, California, is a suburban community located in Contra Costa County within the San Francisco Bay Area. Situated along the northeastern shoreline of San Pablo Bay, Pinole features rolling hills, established residential neighborhoods, and active commercial districts. The City's strategic location along Interstate 80—a major regional transportation corridor connecting the Bay Area to Sacramento and other destinations—results in significant commuter and through-traffic. San Pablo Avenue serves as a primary arterial roadway, providing essential connectivity between Pinole and neighboring cities such as Hercules and Richmond.

Pinole is home to approximately 19,000 residents and reflects a diverse population. The community includes individuals from a wide range of racial and ethnic backgrounds, including White, Hispanic or Latino, African American, and Asian residents. This diversity contributes to the City's cultural character and is reflected in its local businesses, schools, and community programs.

Law enforcement services are provided by the Pinole Police Department, which is responsible for public safety, crime prevention, and traffic enforcement. Fire protection and emergency medical services are provided by the Contra Costa Fire Protection District, ensuring timely and effective emergency response. With its strategic location, dependable public services, and engaged community, the City of Pinole remains an attractive place to live, work, and travel within the Bay Area.

2. Describe the problem(s) to be addressed, supported by current crash and/or other relevant data. (most recent calendar year data/stats)

Problem Statement:

The City of Pinole continues to face ongoing traffic safety challenges, as demonstrated by recent collision data and limited law enforcement resources. Data from the California Office of Traffic Safety (OTS) highlights areas of concern in the City's traffic collision rankings when compared to similarly sized jurisdictions. The Pinole Police Department (PPD) currently employs 25 sworn officers, with only one officer assigned to traffic enforcement, all of whom are responsible for a broad range of public safety duties. This limited staffing significantly restricts the Department's ability to conduct DUI checkpoints and other high-visibility enforcement operations without relying on overtime, as reallocating officers from regular patrol assignments would negatively impact essential public safety services.

These challenges are further compounded by insufficient traffic enforcement equipment, limited access to specialized officer training, and aging infrastructure. The Department lacks an adequate number of Lidar units to effectively conduct speed enforcement and has limited specialized training in DUI investigations, speed enforcement, and traffic collision investigation. Additionally, the Department's vehicle fleet does not include a reliable heavy-duty pickup truck capable of safely towing the Department's DUI Command Trailer during enforcement operations such as DUI and driver's license checkpoints and other high-visibility traffic safety events. Currently, the Department relies on a 1997 Ford Expedition to tow the trailer; due to its age and ongoing mechanical issues, the vehicle is no longer dependable and creates operational challenges.

To address these identified needs, the Pinole Police Department is requesting OTS grant funding to support the acquisition of a heavy-duty pickup truck, radar trailer(s) with integrated changeable message board capabilities, and specialized officer training in DUI investigations, speed enforcement utilizing Lidar technology, and traffic collision investigation at the basic, intermediate, and advanced levels. Additional funding is also requested to support overtime staffing for DUI checkpoints, DUI saturation patrols, traffic enforcement patrols, traffic safety education presentations, collaborative enforcement efforts, and pedestrian safety enforcement operations. These investments are essential to enhancing traffic safety enforcement, reducing traffic collisions, and decreasing impaired driving throughout the City of Pinole.

3. Define the target population the grant intends to serve and how they are affected by the problem(s). If the target population includes any at-risk populations, please include how this traffic safety grant will serve them.

Problem Statement:

The target population for this OTS grant includes all residents, commuters, and visitors who travel within the City of Pinole. With an estimated population of approximately 19,000 residents and its location along the heavily traveled Interstate 80 corridor, the city experiences significant daily traffic volumes that contribute to an increased risk of traffic collisions, speeding, and driving under the influence (DUI). These traffic safety issues affect a diverse population, including families, school-aged children, older adults, and patrons of local businesses.

DUI-related collisions pose a serious threat to public safety, particularly for vulnerable road users such as pedestrians, bicyclists, and motorists. Limited traffic enforcement resources challenge the City’s ability to adequately deter unsafe driving behaviors, disproportionately impacting school zones, residential neighborhoods, and areas frequented by older adults. Through OTS-funded traffic safety enforcement, DUI-focused operations, and public education and awareness campaigns, the Pinole Police Department will implement proven countermeasures to reduce traffic-related injuries and fatalities and enhance roadway safety for all roadway users.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 20XX years in the table (do not use the OTS Rankings).

County or State Applicants: Complete the table below using TIMS data and update the 20XX years in the table.

Crash Type	2023				2024				2025			
	Crashes		Victims		Crashes		Victims		Crashes		Victims	
Fatal					1		1					
Injury	22		23		33		48		21		24	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved		2		2	1	5		7		2		2
Hit & Run		2		2		6		13				
Nighttime (2100-0259 hours)		4		4		7		13		4		4
Top 3 Primary Crash Factors									Fatal	Injury	Killed	Injured
#1 -												
#2 -												
#3 -												

Proposed Solution

Strategies:

The Pinole Police Department (PPD) is committed to addressing the City's ongoing traffic safety challenges through a comprehensive, data-driven approach that integrates targeted enforcement, enhanced equipment, officer training, and public education. To address speeding, traffic collisions, DUI-related crashes, and pedestrian safety concerns, PPD proposes a multifaceted traffic safety initiative that includes the acquisition of a heavy-duty pickup truck, multiple radar trailers with integrated changeable message board capabilities, specialized officer training, and the implementation of DUI checkpoints, DUI saturation patrols, traffic enforcement patrols, pedestrian safety enforcement details, and community traffic safety education presentations.

These resources will strengthen PPD's ability to conduct focused, high-visibility traffic safety operations in high-collision locations, DUI-prone areas, and corridors with frequent speeding violations, particularly during high-risk periods such as nighttime hours and weekends. Increased enforcement presence in these areas will enhance officers' ability to identify and remove impaired drivers, enforce speed limits, improve pedestrian safety, and deter unsafe driving behaviors, ultimately reducing traffic-related injuries and fatalities throughout the City of Pinole.

The acquisition of a heavy-duty pickup truck will significantly enhance operational capacity by providing the power, stability, and reliability necessary to safely tow the Department's DUI Command Trailer and the future acquisition of multiple radar trailers with integrated changeable message board capabilities. Designed to handle the weight and specialized equipment associated with traffic safety operations, this vehicle will allow for consistent and efficient deployment of the trailer to DUI and driver's license checkpoints and other high-visibility enforcement activities. Reliable towing capability will reduce mechanical strain, improve operational readiness, and support sustained enforcement efforts.

In addition to towing capability, a heavy-duty pickup truck will increase overall operational flexibility by allowing the transport of personnel, traffic control devices, signage, lighting, and safety equipment in a single deployment. This will improve setup efficiency, officer safety, and motorist visibility during traffic safety operations, resulting in a more organized and effective enforcement environment. Enhanced mobility will also support

outreach and educational efforts conducted in conjunction with enforcement activities.

Radar trailer(s) equipped with an integrated changeable message board will serve as both an enforcement and educational tool by displaying real-time vehicle speeds and safety messaging. The trailer(s) will be strategically deployed in high-risk locations to deter speeding, increase driver awareness, and encourage voluntary compliance with posted speed limits.

To further support impaired driving enforcement, PPD will conduct DUI checkpoints and DUI saturation patrols focused on identifying and deterring alcohol- and drug-impaired drivers. These operations will be strategically scheduled and located based on collision data and DUI arrest trends to maximize effectiveness. Officers participating in these operations will receive specialized training in DUI detection and traffic enforcement techniques to ensure consistent, lawful, and effective application of traffic safety laws.

The acquisition of advanced traffic enforcement equipment and specialized training will further enhance the Department's ability to enforce traffic laws and investigate collisions. LIDAR speed enforcement units, combined with RADAR/LIDAR operator training, will provide precise, vehicle-specific speed measurements, allowing officers to accurately identify speeding violations in both high-speed corridors and congested traffic environments. Proper training will ensure reliable deployment, strengthen case documentation, and enhance officer credibility during enforcement and court proceedings.

In addition, collision investigation training at the basic, intermediate, and advanced levels will improve the Department's ability to accurately document, analyze, and reconstruct traffic collisions. This training will equip officers to identify contributing factors such as speed, impairment, roadway conditions, and driver behavior, supporting more effective enforcement strategies and data-driven prevention efforts.

Collectively, these investments will enhance PPD's enforcement and investigative capabilities, improve the quality and consistency of DUI and collision investigations, and strengthen the Department's ability to identify trends and risk factors associated with traffic-related injuries and fatalities. Through targeted enforcement, modernized equipment, specialized training, and proactive community engagement, PPD will increase public awareness of the dangers of impaired and reckless driving, promote safer driving behaviors, and foster a culture of traffic safety throughout the City of Pinole.

Agency Qualifications:

Despite current staffing limitations, the Pinole Police Department (PPD) has sufficient personnel and organizational capacity to successfully implement the activities proposed under this grant. The Department maintains a cadre of sworn officers with the training and operational experience necessary to conduct DUI checkpoints, traffic law enforcement, and high-visibility traffic safety operations. In addition, PPD is supported by City management analysts with experience in grant administration, ensuring compliance with grant requirements, accurate tracking of expenditures, and timely submission of all required reports.

Program staff include officers who have completed specialized training in DUI detection, traffic enforcement, and the planning and management of DUI checkpoints and related traffic safety programs. This expertise enables the Department to effectively identify impaired drivers and deploy targeted enforcement strategies to address roadway safety concerns. Where additional training is identified as necessary, PPD is committed to providing officers with the resources and professional development needed to further strengthen traffic safety enforcement capabilities.

From an administrative standpoint, the City of Pinole has extensive experience managing grant-funded programs, maintaining budget compliance, and ensuring fiscal accountability in accordance with state and federal grant guidelines. The City follows established, transparent procurement and contracting procedures to support efficient project implementation. Upon award, the City is prepared to execute necessary contracts within four weeks, ensuring timely initiation and successful implementation of all grant-supported activities.

Community Collaboration and Engagement

Provide a description of the community collaboration and engagement activities that will be conducted and/or participated in by your department to address traffic safety. Community collaboration and engagement allows for the appropriate department personnel to engage in conversations to both share information and receive input from the community members regarding traffic safety.

Community Collaboration and Engagement:

The Pinole Police Department (PPD) is committed to strengthening community engagement to enhance traffic safety awareness and education. Through ongoing outreach efforts, the Department provides residents with opportunities to share concerns, receive timely traffic safety information,

and actively participate in public safety initiatives. Programs such as *Coffee with a Cop* allow community members to engage with officers in an informal setting to discuss local traffic safety issues, including speeding, school zone safety, DUI enforcement, and pedestrian concerns. PPD also participates in the City of Pinole's Traffic and Pedestrian Safety (TAPS) Program, a collaborative effort between the Police Department and community members focused on identifying and addressing traffic and pedestrian safety concerns throughout the City.

PPD further emphasizes traffic safety education through school presentations and public outreach programs targeting students, parents, and young drivers. These efforts address pedestrian and bicycle safety, DUI prevention, and responsible driving behaviors, helping to instill safe habits early and reduce traffic-related risks among youth. In addition, the Department partners with local businesses, civic organizations, and neighborhood groups to support public awareness campaigns focused on DUI prevention, distracted driving, and compliance with traffic laws, reinforcing a shared responsibility for roadway safety.

The proposed acquisition of a heavy-duty pickup truck and multiple radar trailers with an integrated changeable message board will enhance both enforcement and community outreach efforts. The vehicle's towing and cargo capacity will allow PPD to safely and efficiently deploy essential traffic safety equipment, including the DUI Command Trailer, radar trailers, signage, and educational materials, to locations throughout the City. This capability supports high-visibility enforcement operations and community events such as school presentations, *Coffee with a Cop*, and traffic safety demonstrations.

The acquisition of two radar trailers equipped with integrated changeable message boards can significantly enhance traffic safety while fostering community collaboration. These trailers monitor and display vehicle speeds, encouraging drivers to adhere to speed limits, especially in high-risk areas. In these high-speed zones, the trailers act as a powerful psychological deterrent; by providing immediate visual feedback, they trigger a "self-correction" response in motorists who may be unaware of their actual speed. The use of flashing alerts or "slow down" prompts creates a sense of being monitored, effectively reducing average speeds and narrowing the variance between fast and slow-moving vehicles, which is a primary cause of collisions.

Their dynamic messaging capabilities provide real-time information about traffic conditions and hazards, helping to alert motorists and promote safer driving behaviors. By deploying the trailers in strategic locations such as school zones, high-traffic areas and utilizing them during community events, PPD can effectively target areas with high traffic incidents and raise awareness about traffic safety and DUI prevention. This flexibility allows for

adaptive placement based on traffic patterns, while the visible presence of the trailers fosters community engagement. Through partnerships with local organizations, schools, and businesses, these trailers can encourage collaborative efforts in promoting safe driving practices, leading to a more informed and proactive community. Overall, acquiring these trailers not only aims to reduce traffic incidents but also strengthens community ties by highlighting the shared responsibility of maintaining safety on the roads.

The acquisition of LIDAR units will further support community-focused traffic safety by providing accurate and visible speed enforcement. LIDAR technology enables officers to address neighborhood speeding concerns with transparent, data-driven enforcement, strengthening community trust and collaboration while reducing crash risk and severity.

Additionally, collision investigation training at the basic, intermediate, and advanced levels will enhance PPD's ability to engage with the community on traffic safety issues. Improved investigative skills will allow officers to clearly explain collision causes and trends, share accurate data during community meetings, and collaborate with residents and stakeholders on effective, data-driven traffic safety solutions. This increased expertise promotes transparency, builds trust, and supports shared efforts to reduce traffic-related injuries and fatalities.

Through sustained community engagement, education, and high-visibility enforcement, the Pinole Police Department seeks to build public trust,

encourage responsible driving behaviors, and work collaboratively with the community to improve roadway safety for all users in the City of Pinole.

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Target Number	Description	
1	Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
12	Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
12	Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	
2	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.	
Included	Target Number	Description

Yes	2	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	2	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).
No	0	Send law enforcement personnel to the DRE Recertification training.
Yes	1	Send law enforcement personnel to SFST Instructor training.
No	0	Send law enforcement personnel to DRE Instructor training.
Yes	2	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	4	Conduct DUI Saturation Patrol operation(s).
No	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
No	0	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
No	0	Conduct Stakeout operation(s) that employ law enforcement officers to observe repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	4	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	4	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
No	0	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
Yes	2	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	2	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
No	0	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	1	Participate in highly visible collaborative DUI Enforcement operations.
Yes	1	Participate in highly visible collaborative Traffic Enforcement operations.
No	0	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
No	0	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
No	0	Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.
Yes	1	Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.
Yes	1	Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.
No	0	Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.

Included	Target Number	Custom Description
Yes	4	Send Officers to LIDAR Operator Training
Yes	4	Send Officers To RADAR Operator Training (Prerequisite for LIDAR Training)

Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.

- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at \$41.00 per hour would be entered as Straight time, 2080 Units, \$41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of \$85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. (Unit Cost) X (Benefits Rate) = Benefit Costs. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
1.0	A. Personnel Costs	Officer	Straight time		\$115.69	336	100.00%	\$38,871.84

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
1.0	A. Personnel Costs	Collaborative DUI Enforcement	Collaborative DUI Enforcement	\$1,850.00	1	\$1,850.00
1.0	A. Personnel Costs	Collaborative Traffic Enforcement	Collaborative Traffic Enforcement	\$1,850.00	1	\$1,850.00
1.0	A. Personnel Costs	Community Collaboration Engagement	Community Collaboration Engagement	\$1,600.00	1	\$1,600.00
1.0	A. Personnel Costs	Distracted Driving Enforcement	Distracted Driving Enforcement	\$2,300.00	4	\$9,200.00
1.0	A. Personnel Costs	DUI Saturation Patrols	DUI Saturation Patrols	\$2,300.00	4	\$9,200.00
1.0	A. Personnel Costs	DUI/DL Checkpoints	DUI/DL Checkpoints	\$8,000.00	2	\$16,000.00
1.0	A. Personnel Costs	Night-Time Click it Or Ticket Enforcement	Night-Time Click it Or Ticket Enforcement	\$2,300.00	2	\$4,600.00
1.0	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Pedestrian and Bicycle Enforcement	\$1,600.00	2	\$3,200.00
1.0	A. Personnel Costs	Traffic Enforcement	Traffic Enforcement	\$2,300.00	4	\$9,200.00
1.0	A. Personnel Costs	Traffic Safety Educational Presentations	Traffic Safety Educational Presentations	\$1,100.00	2	\$2,200.00

Personnel Costs: \$97,771.84

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
2.0	B. Travel Expenses	In State Travel	\$4,400.00	1	\$4,400.00

Travel Expenses: \$4,400.00

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
3.0	C. Contractual Services	County Alcohol Forensic Unit Portable breath machine set-up for checkpoint	\$250.00	14	\$3,500.00
3.0	C. Contractual Services	Phlebotomist	\$100.00	20	\$2,000.00

Contractual Services: \$5,500.00

Equipment (must have Unit Cost of at least \$10,000 including tax and shipping)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab.

NOTE : When creating a new "Equipment" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
4.0	D. Equipment	Changeable Message Sign Trailer with Radar	\$25,000.00	2	\$50,000.00
4.0	D. Equipment	Chevrolet Silverado 1500 PPV Truck	\$60,000.00	1	\$60,000.00
4.0	D. Equipment	Chevrolet Silverado 1500 Special Service Vehicle PPV Truck Outfitting	\$30,000.00	1	\$30,000.00

Equipment: \$140,000.00

Other Direct Costs (must have Unit Cost of less than \$10,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
5.0	E. Other Direct Costs	DUI Checkpoint Supplies	\$2,500.00	1	\$2,500.00
5.0	E. Other Direct Costs	LIDAR Units	\$2,500.00	3	\$7,500.00
5.0	E. Other Direct Costs	Training Courses	\$1,000.00	12	\$12,000.00

Other Direct Costs: \$22,000.00

Indirect Costs

NOTE - Entry for Indirect Cost is different than prior years. Please read instructions carefully.

Item Name should indicate the % and the types of costs subject to the Indirect Cost Rate e.g. 15% of Salaries and Benefits. Enter one Unit Cost equal to the estimated Indirect Costs.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Units	Unit Cost or Rate	Calculated Cost to Grant
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Indirect Costs: \$0.00

Total Requested Funding: \$269,671.84

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	Distracted Driving Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Overtime costs (burdened labor overtime rate) to fund one (1) Sergeant and three (3) Officers for 4 Distracted Driving Enforcement Patrol Details.
A. Personnel Costs	Collaborative Traffic Enforcement	Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel	Overtime costs to fund two (2) Officers (burdened labor overtime rate) for Collaborative Traffic Enforcement Patrol Detail.
A. Personnel Costs	DUI Saturation Patrols	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Overtime costs (burdened labor overtime rate) to fund one (1) Sergeant and three (3) Officers for 4 DUI Saturation Patrols
A. Personnel Costs	Officer	Non-overtime hours for law enforcement operations conducted by appropriate department personnel. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term.	Two (2) Officers for SFST (16 hours course), One (1) Officer for SFST Instructor Course (40 Hour Course), Two (2) Officers for ARIDE (16 hour course), One (1) officer for DRE (72 hour classroom course and 32 hour field course), Four (4) officers for RADAR (24 hour course), Four (4) officers for LIDAR (8 hour course).
A. Personnel Costs	DUI/DL Checkpoints	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Funding for Sergeant and Officer overtime costs (burdened labor overtime rate) for two (2) DUI Checkpoints. One (1) Sergeant and six (6) Officers per DUI Checkpoint.
A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Overtime costs (burdened labor overtime rate) to fund three (3) Officers for 2 Pedestrian and Bicycle Enforcement Patrols
A. Personnel Costs	Community Collaboration Engagement	Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.	Cost for Traffic Officer to attend Community Collaboration Engagement. The City of Pinole has a Traffic and Pedestrian Safety Committee which meets monthly to discuss traffic and pedestrian related safety issues. Cost is for one (1) (burdened labor overtime rate) traffic officer to attend a one hour meeting, once a month for the year.

A. Personnel Costs	Traffic Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Overtime costs (burdened labor overtime rate) to fund one (1) Sergeant and three (3) Officers for 4 Traffic Enforcement Patrol Details
A. Personnel Costs	Collaborative DUI Enforcement	Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel	Overtime costs to fund two (2) Officers on overtime (burdened labor overtime rate) for Collaborative DUI Enforcement.
A. Personnel Costs	Night-Time Click it Or Ticket Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	Overtime costs (burdened labor overtime rate) to fund one (1) Sergeant and three (3) Officers for 2 Night-Time Click it Or Ticket Enforcement patrol details.
A. Personnel Costs	Traffic Safety Educational Presentations	Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.	Cost for one (1) Traffic Officer (if OT is used, the burdened labor rate is the cost) to conduct two (2) Traffic Safety Educational Presentations.
B. Travel Expenses	In State Travel	Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
C. Contractual Services	County Alcohol Forensic Unit Portable breath machine set-up for checkpoint		Funds for the County Alcohol Forensic Unit to send a criminalist out to the DUI Checkpoint to set-up a portable breath machine. Criminalist is \$250/hour for an average of 7 hours per DUI checkpoint.
C. Contractual Services	Phlebotomist	To draw and collect blood samples during OTS funded grant operations from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.	Phlebotomist rate is \$100 per draw.
D. Equipment	Changeable Message Sign Trailer with Radar	Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.	Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations. Trailers could cost up to \$25,000.

D. Equipment	Chevrolet Silverado 1500 Special Service Vehicle PPV Truck Outfitting	Funds are requested to cover the cost of necessary law enforcement modifications and equipment to place the newly purchased Chevrolet Silverado 1500 PPV truck into service. This includes the installation of emergency lighting, sirens, communication equipment, secure storage for enforcement tools, towing enhancements, and any other specialized law enforcement equipment required for safe and effective operation. The outfitting of this vehicle will ensure it is fully operational for drug-impaired driving enforcement, high-visibility patrols, traffic safety operations, towing the department's DUI Command Trailer and radar trailer with integrated changeable message board, and public engagement events. Acquisition and outfitting of the truck will enhance operational efficiency, improve officer safety, and support the CHP Cannabis Tax Fund Grant Program's goal of reducing drug-impaired driving and improving roadway safety within the jurisdiction.
D. Equipment	Chevrolet Silverado 1500 PPV Truck	Funds are requested to purchase a heavy duty pickup truck, a Chevrolet Silverado 1500 PPV truck, to support enforcement and public safety activities funded through the OTS Selective Traffic Enforcement Program (STEP) Grant. The truck will be utilized for drug-impaired driving enforcement, high-visibility patrols, traffic safety operations, and community outreach, with a focus on reducing cannabis-impaired and other drug-impaired driving. This vehicle will also be used to tow the department's DUI Command Trailer and radar trailer with an integrated changeable message board, enhancing DUI enforcement deployments, traffic safety operations, and public safety messaging. Additionally, the truck will support traffic safety events and public engagement activities, including DUI awareness campaigns, educational outreach, and community safety demonstrations. The Pinole Police Department's current vehicle used for towing enforcement equipment is a 30-year-old 1997 Ford Expedition. Due to its age and ongoing mechanical issues, it is no longer reliable or safe for towing critical equipment. Acquisition of the Chevrolet Silverado 1500 PPV truck will replace the aging vehicle, improve operational efficiency, enhance officer safety, and ensure continued support of the STEP Grant's objective of reducing impaired driving and improving roadway safety.

E. Other Direct Costs	LIDAR Units	LIDAR units to use as tools for personnel to enhance public safety by using them to conduct speed enforcement.
E. Other Direct Costs	Training Courses	Potential tuition fees for RADAR / LIDAR Operator Training. Tuition fees range from \$0 to \$1000. Potential Tuition Fees for Initial, Advanced and Intermediate Traffic Collision Investigation Courses. Tuition fees range from \$0 to \$1,000.
E. Other Direct Costs	DUI Checkpoint Supplies	On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

Upload Documents (Optional)

Document Name	Update Date/Time
Stalker LIADR XS-C Quote.pdf	1/14/2026 7:51 AM
Stalker LIADR XLR-C Quote.pdf	1/14/2026 7:50 AM
Kustom Signals Smart VMS II Trailer quote.pdf	1/13/2026 3:16 PM
Kustom Signals Matrix Trailer quote.pdf	1/13/2026 3:16 PM
Traffic Thingz Radar Trailer Quote.pdf	1/12/2026 5:47 AM
Tamis Corporation Radar Trailer Quote.pdf	1/12/2026 5:47 AM
Laser Tech_LIDAR Quote.pdf	1/12/2026 5:38 AM
25-26 OTS Grant Agreement - PT26175 - signed.pdf	1/7/2026 7:51 AM
Grant Agreement - PT26175 - signed.pdf	1/7/2026 7:50 AM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

\$269,671.84

GRANT AGREEMENT

PT27126

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Pinole	3. Grant Period From: 10/01/2026 To: 09/30/2027
4. AGENCY UNIT TO ADMINISTER GRANT Pinole Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with community members.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$46,600.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov. Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA) The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual. Pre-Agreement Work No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.	

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. GRANT DIRECTOR NAME: Justin Rogers TITLE: Police Commander EMAIL: jrogers@pinole.gov PHONE: (510) 724-8946 ADDRESS: 880 Tennent Avenue Pinole, CA 94564 _____ (Signature) (Date)		B. AUTHORIZING OFFICIAL NAME: Melissa Klawuhn TITLE: Chief of Police EMAIL: mklawuhn@pinole.gov PHONE: (510) 724-8957 ADDRESS: 880 Tennent Avenue Pinole, CA 94564 _____ (Signature) (Date)	
C. FISCAL OFFICIAL NAME: Markisha Guillory TITLE: Finance Director EMAIL: mguillory@pinole.gov PHONE: (510) 724-9823 ADDRESS: 2131 Pear Street Pinole, CA 94564 _____ (Signature) (Date)		D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)	

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Mary Khang ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758	9. SAM INFORMATION SAM #: FX2RHAL9KGG8 REGISTERED ADDRESS: 2131 Pear St. CITY: Pinole ZIP+4: 94564-1774
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDA-	20.616	0521-0890-101	2026	19/26	BA/26	\$5,000.00
1906-27	20.611	0521-0890-101	2026	19/26	BA/26	\$1,600.00
164ID-27	20.608	0521-0890-101	2026	19/26	BA/26	\$23,000.00
402PT-27	20.600	0521-0890-101	2026	19/26	BA/26	\$17,000.00
				AGREEMENT TOTAL		\$46,600.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$46,600.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$46,600.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Pinole, California, is a suburban community located in Contra Costa County within the San Francisco Bay Area. Situated along the northeastern shoreline of San Pablo Bay, Pinole features rolling hills, established residential neighborhoods, and active commercial districts. The City's strategic location along Interstate 80—a major regional transportation corridor connecting the Bay Area to Sacramento and other destinations—results in significant commuter and through-traffic. San Pablo Avenue serves as a primary arterial roadway, providing essential connectivity between Pinole and neighboring cities such as Hercules and Richmond.

Pinole is home to approximately 19,000 residents and reflects a diverse population. The community includes individuals from a wide range of racial and ethnic backgrounds, including White, Hispanic or Latino, African American, and Asian residents. This diversity contributes to the City's cultural character and is reflected in its local businesses, schools, and community programs.

Law enforcement services are provided by the Pinole Police Department, which is responsible for public safety, crime prevention, and traffic enforcement. Fire protection and emergency medical services are provided by the Contra Costa Fire Protection District, ensuring timely and effective emergency response. With its strategic location, dependable public services, and engaged community, the City of Pinole remains an attractive place to live, work, and travel within the Bay Area.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Local data from 2025 illustrates the scope of our traffic safety challenges, with a total of 122 crashes recorded. While we experienced 0 fatal crashes, there were 24 injury crashes resulting in 30 injured persons, alongside 98 non-injury property damage crashes. Notably, 14 DUI crashes occurred during this period, 3 of which resulted in injuries. These figures demonstrate that impaired driving remains a significant contributor to injury crashes within the community.

Hit-and-run crashes are also a pressing concern, with 36 incidents recorded in 2025, 2 of which involved injuries. Because these incidents are frequently associated with impaired or unlicensed drivers and individuals attempting to evade arrest, they further underscore the critical need for targeted DUI and primary-violation enforcement.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The target population for this OTS grant includes all residents, commuters, and visitors who travel within the City of Pinole. With an estimated population of approximately 19,000 residents and its location along the heavily traveled Interstate 80 corridor, the city experiences significant daily traffic volumes that contribute to an increased risk of traffic crashes, speeding, and driving under the influence (DUI). These traffic safety issues affect a diverse population, including families, school-aged children, older adults, and patrons of local businesses.

DUI-related crashes pose a serious threat to public safety, particularly for vulnerable road users such as pedestrians, bicyclists, and motorists. Limited traffic enforcement resources challenge the City's ability to adequately deter unsafe driving behaviors, disproportionately impacting school zones, residential neighborhoods, and areas frequented by older adults. Through OTS-funded traffic safety enforcement, DUI-focused operations, and public education and awareness campaigns, the Pinole Police Department will implement proven countermeasures to reduce traffic-related injuries and fatalities and enhance roadway safety for all roadway users.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to SFST Instructor training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	4
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2

12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Participate in highly visible collaborative DUI Enforcement operations.	1
15. Participate in highly visible collaborative Traffic Enforcement operations.	1
16. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	1
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u> - The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. - Conduct all training needed to implement the program, in the first quarter. - Purchase all grant related supplies and materials to implement the program, in the first quarter. - Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act. - In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. - Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u> Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u> <u>Media Requirements</u> The following requirements are for all grant-related activities: - Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. - Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process. - The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator. - Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post. - If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.	

- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.

- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
1906-27	20.611	Racial Profiling Prohibition Grants	\$1,600.00
405e DDA-27	20.616	Distracted Driving Awareness	\$5,000.00
402PT-27	20.600	State and Community Highway Safety	\$17,000.00
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$23,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164ID-27	\$5,500.00	2	\$11,000.00
DUI Saturation Patrols	164ID-27	\$2,000.00	4	\$8,000.00
Collaborative DUI Enforcement	164ID-27	\$1,850.00	1	\$1,850.00
Traffic Enforcement	402PT-27	\$1,850.00	4	\$7,400.00
Pedestrian and Bicycle Enforcement	402PT-27	\$1,600.00	2	\$3,200.00
Collaborative Traffic Enforcement	402PT-27	\$1,850.00	1	\$1,850.00
Traffic Safety Educational Presentations	402PT-27	\$750.00	2	\$1,500.00
Distracted Driving Enforcement	405e DDA-27	\$2,500.00	2	\$5,000.00
Community Collaboration Engagement	1906-27	\$1,600.00	1	\$1,600.00
Category Sub-Total				\$41,400.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	\$3,050.00	1	\$3,050.00
				\$0.00
Category Sub-Total				\$3,050.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	\$2,150.00	1	\$2,150.00
Category Sub-Total				\$2,150.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$46,600.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Summit – November 2026 – San Diego, CA, OTS Traffic Safety Law Enforcement Forum, and GHSA Annual Meeting – August 2027 – Anaheim, CA. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[U\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT27126
Agency Name:	Pinole Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$46,600.00
Authorizing Official:	Melissa Klawuhn
Fiscal Official:	Markisha Guillory
Grant Director:	Justin Rogers

CURRENT GEMS USER(S)

1. Frank Dalao

Title: Officer

Media Contact: No

Phone: (510) 724-8950

Email: fdalao@pinole.gov

2. Amy Eubanks

Title: Traffic Officer

Media Contact: No

Phone: (510) 914-0819

Email: aeubanks@pinole.gov

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change ☐ Remove Access ☐		Add as a media contact? Yes ☐ No ☐	
Name		Job Title	
Email address		Phone number	
Form completed by: <i>Justin Rogers</i>		Date: Aug 18, 2026	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	



CITY COUNCIL REPORT

9.G.

DATE: SEPTEMBER 15, 2026

TO: MAYOR AND COUNCIL MEMBERS

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

SUBJECT: ADOPT A RESOLUTION DECLARING SURPLUS A POLICE DEPARTMENT VEHICLE AND AUTHORIZING THE RETIREMENT AND TRANSFER OF POLICE THERAPY CANINE "MILO" TO HIS HANDLER

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution: (1) declaring Police Department vehicle Unit 811 (2017 Ford Explorer, VIN 1FM5K8ARXHGE14803) as surplus property and authorizing its disposal in accordance with the City's surplus property procedures; and (2) authorizing the retirement of Police Therapy Canine "Milo" from active service and his transfer to his handler, Officer Jennifer Witschi, for a nominal fee of \$1.00.

BACKGROUND

The Pinole Police Department periodically reviews its vehicle fleet and canine program assets to ensure resources are allocated efficiently and that retiring assets are processed in accordance with City policy and, where applicable, State law.

Unit 811, a 2017 Ford Explorer, has reached the end of its service life. As of this report, the vehicle has accumulated 97,067 miles, 16,922 engine hours, and 12,630 idle hours. Continued reliance on the vehicle results in increasing maintenance costs and reliability concerns that are inconsistent with the operational demands of patrol service. Additionally, the vehicle's transmission is not functioning, and repairing it would not be fiscally sound.

Milo, a nine-year-old black Labrador Retriever, has served as the Department's Therapy Canine for approximately eight years under the care and handling of Officer Jennifer Witschi. Milo has reached an age and stage of service at which retirement from active duty is appropriate. Consistent with common practice among law enforcement agencies and the strong bond formed between a service or therapy canine and its handler, staff recommends Milo be retired and transferred to Officer Witschi for a nominal fee of \$1.00, with the Department retaining no further responsibility for the animal's care following transfer.

REVIEW AND ANALYSIS

Vehicle Surplus. Unit 811 no longer meets the operational reliability standards required for front-line police service. Declaring the vehicle surplus will allow the Department to dispose of it in accordance with the City's adopted surplus property procedures (e.g., public auction, trade-in credit toward a replacement vehicle, or sale to a licensed dealer), with any proceeds

returned to the appropriate fund.

Canine Retirement and Transfer. City-owned animals used in police service are generally treated as City property subject to Council authorization for transfer or disposal. Retiring Milo to Officer Witschi, his longtime handler, aligns with the animal's welfare and standard practice for retiring service and therapy canines. The nominal \$1.00 transfer fee formalizes the change in ownership while reflecting that Milo's retirement is a matter of animal welfare rather than a significant-value sale.

FISCAL IMPACT

Disposal of Unit 811 is not expected to result in a material fiscal impact; any proceeds from sale, auction, or trade-in will be processed in accordance with standard City procedures. The transfer of Milo for \$1.00 will generate nominal revenue and relieve the Department of ongoing veterinary and care costs associated with a retired animal.

ATTACHMENTS

A. Resolution

**CITY OF PINOLE
RESOLUTION NO. [26-XXXX]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE DECLARING
SURPLUS A POLICE DEPARTMENT VEHICLE AND AUTHORIZING THE
RETIREMENT AND TRANSFER OF POLICE THERAPY CANINE “MILO” TO HIS
HANDLER**

WHEREAS, the Pinole Police Department maintains a fleet of vehicles and a canine program in support of its public safety mission; and

WHEREAS, Police Department vehicle Unit 811, a 2017 Ford Explorer bearing Vehicle Identification Number 1FM5K8ARXHGE14803, has reached the end of its useful service life, having accumulated 97,067 miles, 16,922 engine hours, and 12,630 idle hours; and

WHEREAS, continued operation of Unit 811 is no longer cost-effective or consistent with the operational reliability required for police service, and staff recommends the vehicle be declared surplus and disposed of in accordance with the City's surplus property procedures; and

WHEREAS, Milo, a nine-year-old black Labrador Retriever, has faithfully served the Pinole Police Department as its Therapy Canine for approximately eight years under the care and handling of Officer Jennifer Witschi; and

WHEREAS, Milo has reached an age and stage of service at which retirement from active duty is appropriate and in the best interest of his health and welfare; and

WHEREAS, it is the policy and practice of the Pinole Police Department to retire service and therapy canines to their longtime handlers whenever consistent with the animal's welfare and the interests of the City; and

WHEREAS, Officer Jennifer Witschi, Milo's handler, has agreed to accept ownership of Milo upon his retirement and to assume full responsibility for his care; and

WHEREAS, staff recommends that Milo be transferred to Officer Witschi for a nominal fee of \$1.00, with the City retaining no further interest in or responsibility for the animal following transfer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that Police Department vehicle Unit 811 (2017 Ford Explorer, VIN 1FM5K8ARXHGE14803) is hereby declared surplus property, and the City Manager or designee is authorized to dispose of the vehicle in accordance with the City's adopted surplus property procedures.

BE IT FURTHER RESOLVED by the City Council of the City of Pinole that Police Therapy Canine “Milo” is hereby retired from active service, and the City Manager or designee is authorized to execute any documents necessary to transfer ownership of Milo to Officer Jennifer Witschi for a nominal fee of \$1.00.

BE IT FURTHER RESOLVED by the City Council of the City of Pinole that the City Manager or designee is authorized to take all actions necessary and appropriate to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pinole at a regular meeting held on the ____ day of _____, 20__, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Pinole

ATTEST:

Heather Bell-Spears, City Clerk



CITY COUNCIL REPORT

9.H.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heather Bell, City Clerk, hbell@pinole.gov
SUBJECT: AMENDMENT TO THE CITY OF PINOLE'S CONFLICT OF INTEREST CODE

RECOMMENDATION

Staff recommends that the City Council review and adopt a resolution approving amendments to the designated positions and disclosure categories in the appendix of the City of Pinole Conflict of Interest (COI) Code.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code and designated positions and reporting categories, every two years to determine if it is accurate, or alternatively, if the Code requires amendments. As the Code reviewing body for multi-governmental agencies, the California Fair Political Practices Commission (FPPC) must be given notice of any amendments to the City's Conflict of Interest Code. The Conflict of Interest Code defines which positions must disclose economic interests related to their job.

REVIEW AND ANALYSIS

Staff is advising the Council, as the Code reviewing body, that at this time amendments are necessary to reflect the addition of job classifications.

Any position that has authority to negotiate decisions, provide advice or make recommendations to the Council or City boards should be listed as a designated Code filer along with the determined level of disclosure. The disclosure categories were rewritten and adopted on November 4, 2010, under Resolution 2010-95, and require no further update.

Staff has conducted a comprehensive review, with participation from the City Attorney and Human Resources Departments, and proposes the following amendments.

Addition of one job classification:

This position has the authority to negotiate on behalf of the agency, and advise on agency decisions, make recommendations and attempt to influence decisions by the Council. They prepare and present reports and analysis that require exercising judgment.

- Capital Improvement Program Manager

FISCAL IMPACT

There is no fiscal impact associated with this recommended action.

ATTACHMENTS

- A. Resolution
- B. Conflict of Interest Appendix

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE CITY OF PINOLE'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1972 (G.C. Section 81000, et seq.) requires every local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City of Pinole has incorporated by reference three State regulations pursuant to Code of Regulations Section 18730, and amendments to the Regulations duly adopted by the Fair Political Practices Commission, and the "Appendix of Designated Positions and Disclosure Categories for Each Position," setting forth by title those officers, employees and consultants holding designated positions in the City, whose positions have been determined that the persons holding these positions make or participate in the making of decisions which may foreseeably have a material effect on financial interests; and

WHEREAS, the Code may be amended by the Fair Political Practices Commission to conform to amendments of the Political Reform Act; and any changes are adopted by reference; and

WHEREAS, the City must review their Appendix (Exhibit A) to the Conflict of Interest Code for the City of Pinole biennially and it was last amended on October 21, 2025, pursuant to the requirements of Government Code Section 87300 *et seq.*; and

WHEREAS, since the last amendment approved in October 2025, there have been organizational changes approved by the City Council with the adoption of the FY 2025-2026 Operating Budget that have added positions deemed required for inclusion in the COI Appendix as Designated Positions; and

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

Section 1. The Appendix to the Conflict of Interest Code for the City of Pinole (attached) is hereby amended to read in the manner as set forth and attached hereto and by this reference, incorporated herein.

Section 2. Following adoption of the Code, any newly designated officials, employees, and consultants shall comply with the Conflict of Interest Code for the City of Pinole within 30 days.

Section 3. The Form 700 (Statement of Economic Interests) are filed and maintained in the Office of the City Clerk and retained pursuant to Government Code Section 81008 and 81009.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **15th** day of **September 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 adopted on this 15th day of September 2026.

Heather Bell-Spears, CMC
City Clerk

**APPENDIX to the CONFLICT-OF-INTEREST CODE
DESIGNATED POSITIONS
AND
DISCLOSURE CATEGORIES**

Pursuant to the Conflict of Interest Code of the City of Pinole, the following positions are designated positions as defined in City of Pinole Conflict of Interest Code and have been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests. Each must report their interests according to their assigned disclosure categories¹.

Department	Designated Position	Category
Administration	Assistant City Manager	1, 5, 6
	City Clerk	3, 5, 6
	Assistant to the City Manager	3, 5
	Human Resources Director	3, 5
Communications	Communications Director	1,5,6
	IT Manager	1,5,6
Public Works	Public Works Director	1, 5, 6
	Public Works Manager	1, 5, 6
	Wastewater Treatment Plant Manager	3, 5
	Transportation & Pedestrian Safety (TAPS) Committee	1, 5, 6
	Junior Engineer	1, 5, 6
	Assistant Engineer	1, 5, 6
	Capital Improvement Program Manager	1, 5, 6
Community Development	Community Development Director	1, 5, 6
	Planning Manager	1, 5, 6
	Code Enforcement Officer I/II	2, 4, 6
	Building Official	2, 4, 6
	Building Inspector I/II	2, 4, 6
Community Services	Community Services Director	1, 5, 6
	Community Services Commission	1, 5, 6
	Recreation Manager	1, 5, 6

¹ In addition to the listed positions designated by the City, the following positions are subject to the disclosure requirements established by Government Code Section 87200: Planning Commission, City Manager, City Attorney, and City Treasurer.

	Recreation Coordinator	4
Fire	Fire Chief	1, 5, 6
	Fire Battalion Chief	1, 5, 6
Police	Police Chief	1, 5, 6
	Police Commander	1, 5, 6
	Police Lieutenant	1, 5, 6
Finance	Finance Director	1, 5, 6
City Attorney	Assistant City Attorney	1, 5, 6
	Assistant General Counsel	1, 5, 6

Consultants*

1-5 or as appropriate*

For purposes of this code, a consultant is defined pursuant to Title 2 Cal. Admin Code Section 18730(2)

- (A) Makes a governmental decision whether to:
- (i) Approve a rate, rule, or regulation;
 - (ii) Adopt or enforce a law;
 - (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (v) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (vi) Grant agency approval to a plan, design, report, study, or similar item; or
 - (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

*Consultants are also defined for reporting purposes as persons who prepare a product, perform services of a general nature on an on-going basis and participate by direct advice to the decision makers, influence or participate in governmental decisions, or who act in a staff capacity (performing all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code). **With respect to consultants, the City Attorney (or designee) may determine in writing that a particular consultant has been retained to perform a range of duties that is sufficiently limited in scope so as to not require full disclosure, or no disclosure. Such written determination shall be based on the consultant's description of work, as defined in the Contract Scope of Services. Such written determination shall be noted in the consultant contract, including a recitation to the**

extent of disclosure requirements and signed by the City Attorney (or designee). Any determination is a public record and shall be retained for public inspection.

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY 1

All interests in real property located within City of Pinole, or within two miles of the boundaries of Pinole or within two miles of any land used or owned by the Agency; and investments and business positions in business entities and income; including loans, gifts, and travel payments from all sources.

DISCLOSURE CATEGORY 2

All interests in real property located within City of Pinole, or within two miles of the boundaries of Pinole or within two miles of any land used or owned by the agency.

DISCLOSURE CATEGORY 3

All investments and business positions in business entities and all sources, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

DISCLOSURE CATEGORY 4

All investments and business positions in business entities and all sources of income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

DISCLOSURE CATEGORY 5

All investments and business positions in business entities and sources of income, including loans, gifts, and travel payments from sources of the type to request a permit, license of any type, or entitlement to use agency properties or facilities, included but not limited to:

- Business licenses
- Utility permit, building or inspection permits, solicitor's, massage operator permits
- Land use entitlements
- Grant funding
- Facilities use permits

DISCLOSURE CATEGORY 6

All investments and business positions in business entities, and income, including loans, gifts, and travel payments from sources that filed a claim against the agency during the previous two years, or has a claim pending.



CITY COUNCIL REPORT

9.I.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Matthew Brown, Interim Public Works Director, mbrown@pinole.gov
SUBJECT: FOURTH AMENDMENT TO EXISTING ON-CALL CONTRACT WITH CSW/STUBER-STROEH FOR STAFF AUGMENTATION

RECOMMENDATION

Adopt a resolution to authorize the City Manager to execute and approve a fourth amendment to an existing on-call agreement with CSW/Stuber-Stroeh Engineering Group, Inc. (CSW/ST2) for engineering staff augmentation for an amount not to exceed ninety-five thousand dollars (\$95,000) and a total contract amount not to exceed five hundred eighty thousand four hundred fifty-eight dollars (\$580,458); and authorize the Finance Director to amend the FY 2026/27 budget to use salary saving funds for this augmentation.

BACKGROUND

In recent months, our Public Works Engineering department has confronted an unforeseen and significant loss of vital personnel. Multiple experienced team members have resigned, citing various reasons such as personal circumstances and professional advancement. Vacancies exist in over 70% of the positions within Engineering including both PW Specialist positions, the Associate Engineer position, the Senior Project Manager and most recently the Public Works Director position.

The Fiscal Year (FY) 2026/27 Budget included funding for Public Works Engineering Department personnel including a Public Works Director, Capital Improvement/Environmental Program Manager, an Associate Engineer, a Senior Project Manager, and two (2) Public Works Specialists, and a Management Analyst. The Capital Improvement/Environmental Program Manager position had been vacant since September of 2024. The Associate Engineer position has been vacant since May of 2026. The two Public Works Specialists positions became vacant in May of 2026 and June of 2026 respectively.

On July 6, 2026, the Capital Improvement Program Manager position was filled. However, as of August 16, 2026, the Public Works Director resigned their position. The recently hired Capital Improvement Program Manager had the credentials to assume the role of Public Works Director and was designated as Interim Director on August 17, 2026. The active recruitment of the Public Works Specialists has resulted in the hiring of two candidates which are in the matriculation process and expected to both be completed by Mid-October 2026. A new recruitment for the Associate Engineer position is active and using an outside consultant to expedite the recruitment. The vacancy is expected to be filled by January 2027. The Senior Project Manager job description is being revised. Upon completion of those revisions, the recruitment will be initiated in October 2026 with the position expected to be filled by March 2027.

The staffing shortage in Public Works Engineering is severe and requires immediate and urgent action for the department to function. Critical functions are impeded at current levels affecting the capacity to deliver active and scheduled projects in this year's Capital Improvement Plan, along with other City engineering and maintenance tasks and projects, while sustaining the quality of our services and fulfilling our strategic objectives.

The City of Pinole via the Public Works Department has used our On-call agreements for staff augmentation at multiple levels and to support various aspects of capital project delivery for many years. To ensure the ongoing success of the Public Works Department and the broader organization it is imperative to authorize the use of consultants to address this situation as the needs arise.

An Engineering Consultant, CSW/ST2 Engineering Group Inc, has an On-call contract with the City of Pinole. Additionally, they have amongst their staff, a former Capital Improvement Program Manager for the City of Pinole. The remaining budget in the existing contract is not adequate to absorb the expected cost for the augmentation of a staff member at this level long enough to sustain the department through its outstanding recruitment. Amending the contract with CSW/ST2, allows the City to utilize the services of this former staff member, whose experience and intimate knowledge of the City of Pinole and its processes is ideal. This action will add stability to the department and allow the Interim Public Works Director the ability to staff and align the department to the needs of the City and address other goals.

REVIEW AND ANALYSIS

The staffing shortage is having a significant impact on department functions and activities across all divisions and functions:

- Department Supervisors, Managers, and Other City Staff are Affected. Vacancies impact Public Works Department supervisors, managers, and other City staff who need to allocate time to support these tasks, prioritize work, and maintain open communication regarding the requests and the department's scheduling and resource allocation. Recruitment efforts will impact the effectiveness of the Interim Public Works Director and other City staff who will need to allocate time to successfully complete these recruitments.

The Interim Public Works Director is missing key support staff with roles and responsibilities to perform and manage critical engineering and administration tasks, program management including regulatory agency coordination and reporting, and Capital Improvement Plan (CIP) project delivery. The Interim Public Works Director will need to allocate additional time developing, administering, and monitoring program budgets, fiscal and agreements/contract activities, attending and liaising with multi-jurisdictional regional and Countywide committees, and coordinating with intergovernmental and regulatory agencies, which are functions that must be performed by City staff.

- Engineering and Administration Functions. Vacancies in Capital Improvement/ Program Manager and Associate Engineer positions result in a significant impact on Department Engineering and Administration functions. The Public Works Director is missing key support staff with roles and responsibilities to perform and manage critical engineering and administration tasks including, but not limited to:
 - Traffic and other City engineering and project management,
 - Technical reviews of permits,
 - Private, public, and community stakeholder, intergovernmental, and regulatory agency coordination,
 - Preparation for, attendance at, and follow up to interdepartmental, City Council, and public meetings, and
 - Community relations.
- Program Management Functions. With the Capital Improvement Program Manager position in stasis, the Interim Public Works Director is missing the support of a key professional technical and management

support staff member with roles and responsibilities in program management, including regulatory agency coordination and reporting, for:

- Solid waste, recycling, composting, and waste prevention,
- Stormwater quality, and
- Other environmental programs.

Capital Project Delivery. This fiscal year, the Capital Improvement Plan (CIP) includes project delivery efforts for planning, designing, and construction phases of 44 CIP projects with an approved total budget of \$19.93 million, including:

- 8 Facilities projects (\$2.01M),
- 5 Parks projects (\$1.21M),
- 9 Sanitary Sewer projects (\$5.09M),
- 2 Stormwater project (\$0.24M),
- 16 Streets & Roads projects (\$ 10.79M), and
- 4 Infrastructure Assessment projects (\$0.59 M)

This represents only a portion of the total output of 56 Projects summing \$89.41M Identified in the previous CIP presentations for the 5-year CIP Program.

Below is a list of CIP Projects that will be affected by the staffing shortage, even with proposed additional outside support, and may not be able to be started or be completed this Fiscal Year:

- FA2602 Upgrade of Corporation Yard
- FA2601 Battery Storage at Youth and Swim Centers
- FA2502 Upgrade of City Pools
- FA1702 Citywide Roof Repairs and Replacement
- FA1703 City Hall Modernization
- SS2203 Effluent Outfall
- SS2201 Secondary Clarifier – Center Column Rehabilitation
- SS1702 Sewer Pump Station Rehabilitation
- IN2501 San Pablo Ave Bike and Ped Gap Closure
- IN2106 Active Transportation Plan
- IN2105 Appian Way Complete Streets
- IN2101 Emergency Power for Critical Facilities (Future CIP Plan)
- RO2102 Tennent Ave Rehab (will be deferred, low priority)

At this time, the schedule and assignment of available staff is critically low and capital project delivery will be based on how many staff and outside services resources are available. All functions of the department are experiencing delays which are directly affecting completing future projects and meeting City objectives. Multiple projects are currently in construction phase, and it is crucial to engage in planning, assessments, design, and construction for various other projects. This is essential for addressing deteriorating infrastructure, aligning with the City's strategic goals, and adhering to specific timetables necessary to obtain permits, funding, and comply with grant and regulatory requirements.

- Other Major Projects/Tasks. Staff is working on projects related to storm damage around the City and coordinating with FEMA and other agencies for grant approval, contractor procurement, contract award, project management, and reimbursement of funds. It is currently necessary to utilize consultants to manage this effort. Staff are currently limited in their ability to respond to immediate needs such as working with stakeholders, TAPS and a consultant to finalize an improvement plan and provide a recommendation to council for a future project for Mann Drive traffic improvements to address traffic issues during school drop-off and pick-up hours.

To minimize the delay of existing projects caused by staffing shortages, the Interim Public Works Director

requests the Council authorize the City Manager to allow the fourth amendment to an existing on-call consultant with CSW/ST2. This amendment allows the City to obtain the services of a staff member with intimate knowledge of Pinole, its projects, and its procedures in the short term, likely for six months while other recruitments are completed. This action will support the stabilization of the engineering department and provide administrative functions as a public agency.

FISCAL IMPACT

Through negotiation with our existing Consultant the fiscal impact of funding staff augmentation services for the Capital Improvement Program Manager will be a cost not to exceed ninety-five thousand dollars (\$95,000) and requires a fourth amendment to the existing contract. This is necessary as the anticipated remainder of the existing contract cannot absorb this cost. The duration of the contract will not be amended and will continue to expire in December 2027. Therefore, the Total Contract Cost Not to Exceed will be increased to five hundred eighty thousand four hundred fifty- eight dollars (\$580,458). It is recommended that funding for this staff augmentation task come from salary savings within the department. Therefore, there will be no increase to the FY 2026/27 budget.

ATTACHMENTS

- A. Resolution Amend 4 CSWST2
- B. Amendment 4 CSWST2

RESOLUTION NO. 2026-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO APPROVE AN AGREEMENT FOR
ENGINEERING STAFF AUGMENTATION WITH CSW/STUBER-STROEH
ENGINEERING GROUP, INC. FOR A TOTAL AMOUNT NOT TO EXCEED
NINETY-FIVE THOUSAND DOLLARS (\$95,000)**

WHEREAS, the City has utilized staff augmentation agreements and on-call agreements and amendments for several years for engineering, including various aspects of capital project delivery; and

WHEREAS, the newly hired Capital Improvement/Environmental Program Manager Matt Brown stepped into an Interim Public Works Director role due to vacancy on August 17, 2026; and

WHEREAS, the Capital Improvement/Environmental Program Manager position had been vacant since September 2024 until Mr. Brown's arrival on July 6, 2026; and

WHEREAS, the Associate Engineer position has been vacant since June 2023; and

WHEREAS, the Senior Project Manager position is also vacant; and

WHEREAS, the City has 44 CIP projects with an approved total budget of \$19.93 million for planning, design, and construction in the FY 2026/27 Budget that require capital project delivery support and management, that is typically supported by the Capital Improvement/Environmental Program Manager; Associate Engineer and Senior Project Manager positions; and

WHEREAS, the City has maintenance, engineering, administration, and program management functions that are typically supported by the Capital Improvement/Environmental Program Manager, Associate Engineer, and Senior Project Manager positions; and

WHEREAS, the City's Interim Public Works Director requires direct onsite staff augmentation services from individual(s) with specialized skills and expertise, including public agency program and project management experience, who will perform management, coordination, and technical tasks, and work closely with City staff and coordinate the efforts of outside consultants, for up to six (6) months, to minimize the impacts the staffing shortage is having on these department functions and activities; and

WHEREAS, the City needs flexibility to quickly execute agreements and/or amendments to existing agreements to procure direct onsite staff augmentation

services and additional consulting services to address the high volumes of work and perform additional tasks as they arise; and

WHEREAS, the firm CSW/Stuber-Stroeh has an existing On-call Contract with the City of Pinole and has a staff member with previous experience as a Capital Improvement Manager for the City of Pinole; and

WHEREAS, the anticipated total cost for agreements and/or amendments to provide staff augmentation is expected to be \$95,000, with a total amount not to exceed \$580,458 for the entirety of the CSW/Stuber-Stroeh Agreement; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby take the following actions:

1. Authorize the City Manager to approve new agreements and/or amendments to on-call agreements issuing Task Orders for staff augmentation for a total amount not to exceed Ninety-Five Thousand Dollars (\$95,000); and
2. Authorize the Finance Director to amend the FY 2026/27 Budget to allocate Ninety-Five Thousand Dollars (\$95,000) from salary saving funds towards staff augmentation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 15th day of September 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 15th day of September 2026.

Heather Bell, CMC
City Clerk

**AMENDMENT NO. 4 TO THE
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND CSW/STUBER-STROEH ENGINEERING GROUP, INC.**

This Amendment No. 4 (the “Fourth Amendment”) to the Consulting Services Agreement dated February 10, 2021 (the “Agreement”), between the City of Pinole, a general law city and municipal corporation (“City”) and CSW/Stuber-Stroeh Engineering Group, Inc. (“Consultant”) (together sometimes referred to as “Parties”) is approved as of September 15, 2026. The Fourth Amendment is entered into in light of the following recited facts (each a “Recital”).

RECITALS

- A. The Parties entered into the Agreement on February 10, 2021, for preliminary engineering and design services to advance several road projects and a parking lot project to the construction phase in an amount not to exceed \$450,458.
- B. Only July 19, 2021, the Parties entered into the First Amendment to increase the amount for preliminary engineering and design services for the Senior Center Auxiliary Parking Lot (CIP Project # FA1901) by an additional \$35,000 for a total Agreement amount not to exceed \$485,458.
- C. In April 2023, the Parties entered into the Second Amendment to extend the Agreement term to December 31, 2025.
- D. On April 22, 2026, the Parties entered into the Third Amendment to extend the term of services to December 31, 2027; add environmental site assessments for the Tennent Avenue/Bay Trail Gap Closure Crossing the UPR tracks (CIP Project # RO1902); and provide design support during construction of (CIP Project # RO1902).
- E. The Parties desire to enter into a Fourth Amendment for the purpose of engineering staff augmentation to deliver active and scheduled projects for the Capital Improvement Plan, along with other City engineering and maintenance tasks and projects, in the amount of an additional \$95,000, not to exceed the total amount of \$580,458.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

TERMS

1. CONTINUING EFFECT OF AGREEMENT. Except as amended by this Fourth Amendment, all other provisions of the Agreement, Amendment 1, Amendment 2, and Amendment 3 remain in full force and effect. From and after the date of this Fourth Amendment, whenever reference to the "Agreement" appears in the Agreement, it shall mean Agreement as amended.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of September 15, 2026.

City of Pinole

Consultant: CSW/Stuber-Stroeh
Engineering Group, Inc.

Naomi Kelly, City Manager

Robert Stevens, Principal

Approved as to Form:

Eric S. Casher, City Attorney

Attested by:

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

9.J.

DATE: SEPTEMBER 15, 2026
TO: MAYOR AND COUNCIL MEMBERS
FROM: Naomi Kelly, City Manager, nkelly@Pinole.gov
SUBJECT: COST-BENEFIT ANALYSIS OF PROFESSIONAL MEMBERSHIPS

RECOMMENDATION

Staff recommends that the City Council receive a report.

BACKGROUND

At the July 21, 2026 City Council meeting, a future agenda item was requested and approved by the City Council, directing staff to prepare a cost-benefit analysis of the city's professional memberships which is included as Attachment A to this report.

REVIEW AND ANALYSIS

The City of Pinole conducted a cost–benefit analysis of all professional memberships across departments for FY 2025–26, noting reductions made in the FY 2026–27 budget. Overall, the review found that professional memberships deliver strong value by supporting legal compliance, required certifications, staff training, industry best practices, and regional coordination. Most memberships are low-cost but provide high operational, regulatory, or strategic benefit.

Across departments, memberships consistently enhance service delivery, ensure adherence to state and federal mandates, and provide access to essential professional networks. Several memberships—particularly in City Council, City Clerk, Finance, Police, Public Works, and Community Development—were identified as having very high value due to their direct connection to compliance, mandated standards, or critical operational support. Where reductions occurred, they primarily removed discretionary or less essential memberships.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

A. City of Pinole - Cost Benefit Analysis of Memberships

City of Pinole

Cost Benefit Analysis of Professional Memberships

Overview

This summary outlines the cost–benefit analysis of professional memberships across all City of Pinole departments based on the FY 2025/26 budget, before budget reductions. Membership budgets that were cut in the FY 2026-2027 budget are noted.

Memberships provide key compliance, training, and regional coordination benefits essential to effective operations.

Department Membership Summary

City Council & Citywide – \$23,485 (High Benefit)

- City Treasurer – \$110 (Very High Benefit)
- City Manager / Communications / IT – \$4,275 (High Benefit)
- City Clerk – \$1,210 (Very High Benefit)
- Finance – \$710 (Very High Benefit)
- Human Resources – \$700 (High Benefit)
- Police – \$3,245 (High Benefit)
- Community Development - \$1782 (High Benefit)
- Public Works - \$1200 (Very High Benefit)
- Community Services \$234 (High Benefit)

City Council

Total Membership Cost: \$23,485

Memberships included: ABAG, CCC Mayor's Conference, LAFCO, League of California Cities, League of CA Cities East Bay Division, National League of Cities, Other.

Cut in FY 26-27 Budget: \$2,100 (National League of Cities Membership & Cal Cities East Bay Division Dinners)

Benefits

- Access to legislative advocacy tools and policy updates.
- Regional collaboration on transportation, housing, climate, and governance.
- Training and professional development through statewide conferences.
- Required memberships to participate in regional planning (e.g., ABAG, LAFCO).

Cost Benefit Assessment: High value. These memberships directly support governance, compliance, and regional partnerships that materially benefit the City.

City Treasurer

Total Membership Cost: \$110 (CSMFO)

Cut in FY26-27 Budget: None

Benefits

- Access to treasury management best practices.
- Training that helps the Treasurer fulfill statutory responsibilities.

Cost Benefit Assessment: Excellent value. Very low cost, high compliance benefit.

City Manager / Communications / IT

Total Membership Cost: \$4,275

Memberships include: Bay Area News Group, CAPIO, CCC Public Managers Association, CCMF, ICMA, MISAC, MMANC, 3CMA.

Cut in FY26-27 Budget: \$1275 (Bay Area News Group, CAPIO, CCMF, MISAC, MMANC, 3CMA)

Benefits

- Leadership development / manager training (ICMA, CCMF, MMANC).
- Communications excellence and best practices (CAPIO, 3CMA).
- Technical standards and cybersecurity collaboration (MISAC).
- Regional coordination with other city managers (CCC Public Managers Association).

Cost Benefit Assessment: Strong value. Supports leadership, compliance, innovation, and cybersecurity—important especially now that Pinole is transitioning to an internal IT department.

City Clerk

Total Membership Cost: \$1,210

Memberships included: CCAC, International Association of Municipal Clerks- IIMC, Municipal Managers Association of Northern California -MMANC.

Cut in FY26-27 Budget: \$690 (IIMC, MMANC)

Benefits

- Ensures education and access to resources related to compliance with Brown Act, Elections Code, records retention laws.
- Provides training for required updates on state regulatory changes.
- Networking with clerks statewide to support process efficiencies.

Cost Benefit Assessment: Very high value. Minimal cost for memberships that support legal compliance.

Finance Department

Total Membership Cost: \$710

Memberships include: CMTA, CSMFO, GFOA, ICMA.

Cut in FY26-27 Budget: \$295 (CMTA)

Benefits

- Mandatory training opportunities for CAFR, audit, and budget preparation.
- Best practice industry standards for accounting, payroll, treasury.
- Access to certification programs increasing transparency and award eligibility.

Cost Benefit Assessment: Excellent value. Memberships support grant eligibility, award programs, and compliance.

Human Resources

Total Membership Cost: \$700

Memberships include: SHRM, MMANC.

Cut in FY26-27 Budget: None

Benefits

- Guidance on labor law, HR compliance, employee management.
- Access to compensation data and policy benchmarking.

- Support for negotiations and performance management alignment.

Cost Benefit Assessment: High value. Labor laws are complex; memberships reduce legal risk.

Police Department

Total Membership Cost: \$3,245 (Operations + Support Services)

Memberships include: CA Police Chiefs Assn, County Police Chiefs Assn., C.A.P.E., CLEARs, IAPE, National Emergency Number Assn.

Cut in FY26-27 Budget: None

Benefits

- Ensures Pinole PD remains aligned with legislative updates, best practices in policing, training, and technology.
- Supports accreditation requirements, POST training updates, and crime prevention.
- Provides dispatch specific standards and compliance requirements.

Cost Benefit Assessment: Very strong value. Policing requires continual training and adherence to evolving state/federal requirements. Memberships provide crucial operational and safety benefits.

Community Development

Total Membership Cost: \$1,782

Memberships include: American Planning Association (APA), CA Chapter APA Dues

Cut in FY26-27 Budget: None

Benefits

- Supports compliance with state housing, planning, and development standards
- Provides access to code updates, training, and professional networks important for planning, building, housing, code enforcement, and economic development

Cost Benefit Assessment: High value.

Public Works Department

Total Membership Cost: \$1200

Memberships include: American Public Works Association (APWA), Professional License Renewal

Cut in FY26-27 Budget: \$0

Benefits

- Ensures engineering, road maintenance, facility maintenance, stormwater, and NPDES staff maintain required certifications
- APWA membership provides access to technical standards, safety practices, training, and regional coordination
- License renewals are mandatory for engineering and inspection work

Cost Benefit Assessment: Very high value. These minimal costs support compliance, safety, and technical standard

Community Services Department

Total Membership Cost: \$234 \$1,804

Memberships include: CPRS, NAEYC

Cut in FY26-27 Budget: None

Benefits

- CPRS membership provides the Community Services team with valuable professional development, training, networking, and industry resources specific to parks and recreation. Membership gives staff opportunities to learn from other California cities and agencies, share best practices, stay current on industry trends, and bring innovative ideas back to the City of Pinole. It also supports employee growth and retention by providing leadership development, educational opportunities, and opportunities to participate in the broader parks and recreation profession. Overall, CPRS membership is an investment in staff development that can strengthen our

programs, improve operations, and enhance the quality of services provided to the Pinole community.

Cost Benefit Assessment: High value.



CITY COUNCIL REPORT

10.A.

DATE: SEPTEMBER 15, 2026

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832,
lwhalen@pinole.gov
Justin Shiu, Associate Planner, 510-724-9035, jshiu@pinole.gov

SUBJECT: APPEAL OF PLANNING COMMISSION DENIAL OF ENTITLEMENT EXTENSION – PINOLE
SHORES II (CUP 23-05 & DR 23-12) - 836-848 SAN PABLO AVENUE

RECOMMENDATION

Staff recommends that the City Council receive the report, conduct the public hearing, and provide direction to staff regarding the appeal of the Planning Commission's August 10, 2026 denial of the entitlement extension for the Pinole Shores II project.

Based on the Council's direction, staff will prepare a formal resolution reflecting the Council's determination and return it for adoption on the consent calendar at the next regularly scheduled meeting.

BACKGROUND

In July 1999, the Pinole Redevelopment Agency adopted an Economic Development Strategy Plan identifying several blighted parcels along San Pablo Avenue for redevelopment to strengthen the City's industrial park, including the former Anthony Auto Wreckers site at 836-848 San Pablo Avenue. The Agency subsequently purchased the property, undertook environmental cleanup due to its prior auto-wrecking use, and in 2002 received a Covenant and Environmental Restriction from the Regional Water Quality Control Board limiting future uses to industrial, commercial, or office. Portions of the original wrecking yard were later developed as Pinole Shores I, while the remaining acreage was reserved for future redevelopment. The Agency entered into Disposition and Development Agreements (DDAs) with Panattoni Development Group in 2005 and 2007 to construct the Pinole Shores Business Park and later Pinole Shores II; however, the 2008 collapse of the real estate market rendered the second phase financially infeasible, and the DDA was terminated.

Following the 2012 statewide dissolution of redevelopment agencies, the property transferred to the City of Pinole as part of the successor-agency wind-down process. To resume redevelopment efforts, the City entered into an Exclusive Negotiating Agreement in 2019 and subsequently executed a DDA with GRP Shores, LLC in May 2022, under which the Applicant will purchase and develop the property, with purchase finalization occurring upon issuance of a development agreement and completion of required entitlements, including securing easements from EBMUD and the adjacent Pinole Shores I development.

Between 2022 and 2023, the Applicant submitted development applications proposing parcel

consolidation and construction of new tilt-up industrial buildings with wholesale distribution uses and reduced parking, consistent with the site's environmental restrictions. On May 8, 2023, the Planning Commission approved a Conditional Use Permit, Comprehensive Design Review, Parcel Map consolidating five parcels into one, and a CEQA Notice of Exemption for consistency with the City's programmatic EIR. The Applicant later submitted a revised application in November 2023 for a single approximately 121,726-square-foot tilt-up building.

Building on this entitlement history, the Pinole Shores II project now consists of a proposed 119,228-square-foot light-industrial/wholesale distribution building located on the long-blighted, environmentally remediated former auto-wrecking yard at 830–848 San Pablo Avenue. On June 10, 2024, the Planning Commission adopted Resolution 24-02¹ (Attachment A) approving:

- Comprehensive Design Review (DR 23-12),
- Conditional Use Permit (CUP 23-05),
- Parcel Map, and
- A CEQA (California Environmental Quality Act) exemption analysis for consistency with the General Plan/Specific Plan programmatic EIR under GEQA guidelines section 15168 and 15183.

Pursuant to Condition of Approval No. 6 in Planning Commission Resolution No. 24-02, these entitlements would expire on June 10, 2026 unless exercised or extended. PMC 17.10.100.B, "Exercising Permits," states:

The exercise of a permit occurs when the property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon such permit(s). A permit may be otherwise exercised pursuant to a condition of the permit or corresponding legal agreement that specifies that other substantial efforts or expenditures constitutes exercise of the permit. Unless otherwise provided, permits that have not been exercised prior to a zoning amendment, which would make the permitted use or structure nonconforming, shall automatically be deemed invalid on the effective date of the zoning amendment.

Condition of Approval #6 in Resolution 24-02 indicates that entitlements shall be considered exercised when a **Building Permit is issued for the building**.

A building permit has not been applied for or granted to date that would exercise the permit. The applicant filed a timely extension request on May 8, 2026.

Pursuant to PMC Section 17.10.100.C, the process for Permit Extensions is as follows:

1. *Process. The same approving authority that granted the original permit may extend the period within which the exercise of a permit must occur. Notice and/or public hearing shall be provided in the same manner as for the original permit. An application for extension shall be filed not less than thirty (30) days prior to the expiration date of the permit, along with appropriate fees and application submittal materials.*
2. *Conditions. The permit, as extended, may be conditioned to comply with any development standards that may have been enacted since the permit was initially approved.*
3. *Permit extension findings. The extension may be granted only when the designated approving authority finds that the original permit findings can be made and there are no*

changed circumstances or there has been diligent pursuit to exercise the permit that warrants such extension.

At the August 10, 2026 public hearing², the Planning Commission considered a draft resolution which would have granted a one-year extension through June 10, 2027. Staff recommended approval of the draft resolution based on the following:

- 1. The original permit findings, as made in City Council Resolution Nos. 2024-08 can still be made, and there have been no changed circumstances which prevent the Planning Commission from making such findings again;*
- 2. The Applicant has diligently, under current circumstances, pursued exercising the permits granted by Resolution 24-02 and an extension of those permits is warranted.*

After extensive deliberation, the Commission voted 6-1 to deny the extension via a revised Resolution 26-08 (Attachment B).

Key Planning Commission Concerns Related to Diligent Pursuit

The draft minutes (Attachment C) document several specific concerns that led Commissioners to conclude the applicant had not diligently pursued exercising the entitlements. The following provides a summarized list of concerns that lead to the finding that the applicant had not diligently pursued exercising the entitlements:

- Multi-year delays and lack of visible progress. Commissioners referenced repeated delays since the applicant first began pursuing entitlements, expressing frustration that sufficient progress had not occurred to justify another extension. Commissioner Martinez noted “continual delays” and believed the applicant should have secured stronger architectural and engineering teams much earlier to avoid years of slippage.
- Insufficient advancement toward building permit issuance. Commissioners questioned whether enough substantive work had occurred to demonstrate forward momentum. Commissioner Menis asked whether building permits could realistically be issued within the extension period, given that this was the last extension available. Several Commissioners felt the applicant had not presented enough evidence to show that building permit issuance was close.
- Lack of an identified tenant or clear market readiness. Commissioners cited the absence of a committed end-user as a sign that the applicant was not actively advancing the project. Commissioner Lam-Julian noted that community members expressed concern about the warehouse use and that no end-user had been secured to demonstrate forward movement toward exercising the entitlements. Chair Sandoval stated he lacked confidence the building would be filled quickly or that the project would be completed.
- No demonstration of substantial work during the entitlement period. Several Commissioners felt that the evidence presented at the hearing did not include sufficient documentation of progress since the 2024 entitlement approval. Instead, much of the applicant’s explanation described obstacles rather than work completed. Commissioners expressed concern that no updated architectural or civil plans were presented that would indicate significant advancement.
- Explicit Commission finding that “diligent pursuit” was not met. Chairperson Sandoval referenced PMC 17.10.100(C) and stated that he did not believe the applicant had

demonstrated diligent pursuit to exercise the permit. The motion to deny was framed around this finding and approved 6-1. The adopted Resolution 26-08 includes the Commission's determination that "the Applicant has not diligently pursued exercising the permits granted by Resolution 24-02 and an extension of those permits is not warranted.

Summary of Appeal

GRP Shores, LLC submitted a Notice of Appeal on August 20, 2026 (Attachment D), followed by a Supplemental Appeal in Attachment E. The Supplemental Appeal contains attachments including the executed Disposition and Development Agreement (DDA) executed May 9, 2022, and the executed Community Workforce and Training Agreement (CWTA).

The appeal asserts the following (summarized) grounds:

- The Planning Commission exceeded its authority regarding the DDA. The Commission based its denial on financial and contractual terms of the City-Council-approved Disposition and Development Agreement, despite having no jurisdiction to interpret or revisit municipal real estate contracts.
- The attempt to impose a diesel-truck ban was unlawful. Commissioners discussed operational restrictions—including a diesel-truck prohibition—that are preempted by federal and state law, conflict with the approved wholesale-distribution use, and contradict the certified CEQA record.
- The applicant met all requirements for an extension under city code. There are unchanged land-use circumstances and "diligent pursuit," including engineering redesigns, consultant transitions, and required coordination with the Contra Costa County Fire Protection District.
- Entitlements are legally tolled under state law and the DDA. Confire's 414-day regulatory review triggers tolling under the Subdivision Map Act and under DDA Section 11.2, meaning the entitlements have not expired and remain active.
- The City is contractually obligated to cooperate and grant the extension. Under the DDA and the implied covenant of good faith and fair dealing, the City must support the developer's ability to obtain permits; denying the extension frustrates contractual obligations and vested rights.
- Staff report clerical errors are not valid grounds for denial. A minor copy-paste reference to "Safeway" has no substantive connection to the project and cannot legally justify denial of an entitlement extension

The appellant requests that the City Council reverse the denial and approve the one-year extension.

¹ Full Staff Report from 2024 approval hearing available online:
<https://pinoleca.portal.civicclerk.com/event/116/files/report/297>

² Staff Report available from 2026 extension hearing online:
<https://pinoleca.portal.civicclerk.com/event/1084/files/report/999>

REVIEW AND ANALYSIS

Legal Framework — PMC 17.10.100

Under PMC 17.10.100(C), an extension may be granted if the reviewing authority finds "the original permit findings can be made and there are no changed circumstances or there has been diligent pursuit to exercise the permit that warrants such extension". Staff interpretation of this finding is that:

1. The original permit findings can still be made and there are no changed circumstances;
or
2. There has been diligent pursuit to exercise the permit that warrants such extension

Original Findings and Circumstances

Staff's prior analysis to the Planning Commission found that the physical site conditions, land-use designations, CEQA determinations, and General Plan consistency remain unchanged since 2024.

Diligent Pursuit

The administrative record shows that the applicant engaged in substantial technical redesign and coordination with Con Fire and EBMUD, following significant changes in fire flow methodology and evolving safety requirements. These activities included replacing architects and engineers after retirements and re-submitting construction documents. Staff previously determined these actions constituted diligent pursuit.

Other Issues Raised

Other issues raised by the Planning Commission during the hearing included:

- DDA (Disposition and Development Agreement)-Related Concerns. Planning Commissioners expressed concerns about the timing of DDA payments and the financial implications of delays. The DDA is a legislative action and contractual matter under the jurisdiction of the City Council and is not a criterion for PMC 17.10.100 findings.
- CUP Appeal Scope. The 2023 CUP was a separate, stand-alone approval and is not part of the current appeal. Under PMC 17.10.100, the only question before the City Council is whether the CUP associated with the present application has been diligently pursued; the validity, conditions, or implementation of any prior CUPs cannot be considered as part of this appeal.
- Diesel Truck Condition. Commissioners discussed a potential condition restricting diesel trucks. Staff notes that wholesale distribution uses inherently involve truck deliveries, the CUP already authorizes such uses, and vehicle emissions regulations are preempted by federal and state law.
- Clerical Errors. A staff report reference to "Safeway" was acknowledged as a clerical error and verbally corrected during the hearing. Clerical errors are not grounds for entitlement denial.

Options for City Council

The City Council's action on the appeal is a de-novo hearing. A de-novo hearing means the Council is not limited to reviewing whether the Planning Commission erred; instead, the Council reconsiders the matter as if it is being heard for the first time, with full authority to

evaluate the application, the evidence, the appeal materials, and the record independently. The Council may consider all testimony, documents, and analysis presented during this appeal hearing without being bound by the Planning Commission's prior decision. At the conclusion of the hearing, the City Council may provide direction to staff on the following options:

- Direct staff to prepare a resolution upholding the appeal, reversing the Planning Commission denial, and granting the extension.
- Direct staff to prepare a resolution denying the appeal, affirming the Planning Commission's decision.

Staff will return with the appropriate resolution at the next City Council meeting for adoption on the consent calendar, consistent with the Council's direction.

FISCAL IMPACT

The basis for approving or denying an entitlement extension under PMC Section 17.10.100 is not financial. The statutory findings relate only to whether the original permit findings can still be made and whether there are changed circumstances, or whether the applicant has diligently pursued exercising the entitlements.

Fiscal impacts may occur depending on the Council's direction; however, they are not part of the legal criteria for action on the extension. Approval of the extension may allow the project to proceed toward exercising the entitlements and, eventually, toward completion of obligations under the DDA. Denial may delay potential future revenue if the entitlements lapse.

ATTACHMENTS

- A. 24-02 Resolution Pinole Shores II
- B. 26-08 Resolution- Denial of Pinole Shores II Extension
- C. DRAFT Planning Commission Minutes 8-10-26
- D. Appeal - Pinole Shores II Received August 19, 2026
- E. Supplemental Appeal and Attachments Received September 8, 2026
- F. Pinole Shores II Appeal Presentation 9-15-26

**PLANNING COMMISSION RESOLUTION 24-02
WITH EXHIBIT A: CONDITIONS OF APPROVAL**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE APPROVING COMPREHENSIVE DESIGN REVIEW (DR23-12) AND CONDITIONAL USE PERMIT FOR WHOLESALE DISTRIBUTION AND PARKING REDUCTION (CUP 23-05), TO CONSTRUCT ONE BUILDING TOTALING 119,228 SQUARE FEET LOCATED AT 830-848 SAN PABLO AVENUE (APNS 402-230-015, 016, 017, 018 & 020) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, GRP Shores, LLC in association with HDO Architects (Applicant) filed an application with the City of for a Comprehensive Design Review and Conditional Use Permit for the purpose of constructing a concrete tilt-up buildings totaling 119,228 square feet Title 17, of the Pinole Municipal Code (the "Project"); and

WHEREAS, the Project site is located on the north side of San Pablo Avenue on a property identified as APNs 402-230-015, 016, 017, 018 & 020; and

WHEREAS, the site has a General Plan Land Use Designation of Sub Service Area (SSA) and has a Specific Plan Land Use designation and Zoning designation of SSA/San Pablo Avenue Corridor/Office Industrial Mixed Use, (OIMU); and

WHEREAS, the site is adjacent to the Pinole Shores I project, which includes two light industrial buildings, and a building that is used for ancillary commercial uses (a restaurant, a commercial kitchen for small business and catering, and a gym); and

WHEREAS, new non-residential buildings are subject to review and approval of a Comprehensive Design Review application; and

WHEREAS, this project is proposing wholesale distribution as a use for the proposed buildings, which requires a Conditional Use Permit; and

WHEREAS, this project is requesting a reduction of parking commiserate with the additional fractional parking required based on number of employees, which requires a Conditional Use Permit; and

WHEREAS, this project successfully implements policies of the General Plan and Three Corridors Specific Plan; and

WHEREAS, the City of Pinole General Plan and Three Corridors Specific Plan were approved, and the Environmental Impact Report (SCH Number 2009022057) was certified on October 20, 2010, by Resolution Number 2010-88, and are hereby incorporated by reference and copies of which are available at City Hall; and

WHEREAS, in compliance with California Environmental Quality Act (CEQA), the City prepared a CEQA Analysis (which is located in Attachment B of the Staff Report); and

WHEREAS, the CEQA Analysis uses streamlining provisions in accordance with CEQA Guidelines 15168 and 15183 for consistency with the General Plan and Three Corridors Specific Plan and the certified Environmental Impact Report (EIR); and

WHEREAS, the CEQA Analysis identified environmental conditions of approval, which ensure implementation of applicable mitigation measures and policies set forth in the General Plan, Three Corridors Specific Plan and the corresponding EIR, and which have been incorporated into the Conditions of Approval for the Project; and

WHEREAS, the Planning Commission has reviewed the CEQA analysis contained in Attachment B to the Staff Report for this Project dated June 10, 2024; and

WHEREAS, the Planning Commission has considered the Project in light of the items listed in Municipal Code sections 17.12.140 and 17.12.150(H), and

WHEREAS a notice of public hearing was distributed to all property owners and apartment units within 300 feet of the Project site and a notice was published in the May 24, edition of the West County Times; and

WHEREAS the Planning Commission held a duly noticed public hearing on June 10, 2024, and considered all public comments received, the presentation by City staff, the staff report and exhibits, and all other pertinent documents regarding the proposed request.

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the Planning Commission approves and finds that the Project is consistent with the programmatic EIR previously certified by the City for the Three Corridors Specific Plan, and therefore the Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15168 and 15183 as further described in the CEQA analysis contained in Attachment B to the staff report dated May 8, 2023.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pinole hereby approves DR23-12 and CUP 23-05, subject to the Conditions of Approval, applicable to the entire Project, attached as Exhibit A to this Resolution and incorporated herein, and hereby makes the following findings, for the reasons provided in the Planning Commission Staff Report dated June 10, 2024 and incorporated by reference:

Design Review Findings

1. The proposed project is consistent with the objectives of the general plan and complies with applicable zoning regulations, planned development, master plan or specific plan provisions, improvement standards, and other applicable standards and regulations adopted by the city.
2. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.
3. The site layout (orientation and placement of buildings and parking areas), as well as the

landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and the Three Corridors Specific Plan: and

4. Qualifying single-family residential, multi-family residential, and residential mixed-use projects shall comply with all relevant standards and guidelines in the city's currently adopted design guidelines for residential development.

Conditional Use Permit Findings

1. The proposed use is consistent with the general plan, any applicable specific plans, and all applicable provisions of this title
2. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city
3. The site of the proposed use is physically suitable for the type, density and intensity of the use and related structures being proposed.
4. It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located. The proposed use and related structures are compatible with other land uses, transportation, and service facilities in the vicinity.

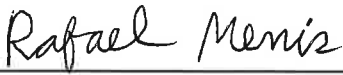
Reduction of Parking Findings

The Planning Commission also finds that this proposed reduction of 5 parking spaces and the fractional requirement of 1 space per 4 employees parking for the project meets the following three circumstances as stated in Section 17.48.060 (B)(1):

- a. The use will be adequately served by the proposed parking due to the nature of the proposed operation; proximity to frequent transit service; transportation characteristics of persons residing, working, or visiting the site; or because the applicant has undertaken a travel demand management program that will reduce parking demand at the site.
- b. Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area.
- c. The site plan is consistent with the objectives of the zoning district and incorporates features such as unobtrusive off-street parking placed below the ground level of the project with commercial uses above or enclosed parking on the ground floor.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 10th day of June 2024, by the following vote:

AYES:	Huey, Lam-Julian, Sandoval, Uch, and Chairperson Menis
NOES:	Bender
ABSTAIN:	None
ABSENT:	Martinez



Rafael Menis, Chair 2024-2025

ATTEST:



David Hanham, Planning Manager



Exhibit A
PLANNING COMMISSION RESOLUTION 24-02 CONDITIONS OF APPROVAL

	Timing/ <u>Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
<u>General Conditions</u>			
1.	<u>CONVENANT</u> – The owner shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. The owner further agrees to provide a defense for the city in any such action.	Community Development Department/ Public Works Department	
2.	<u>APPROVAL OF CONDITIONS ON CONSTRUCTION PLANS</u> – These Conditions of Approval shall be included or referenced on the coversheet of the project improvement plan and building construction plans.	Community Development Department	
3.	<u>OCCUPANCY PERMITS</u> – Occupancy permits shall not be granted until construction is completed and finalized in accordance with the approved plans and conditions of approval required by the City, or a bond has been posted to cover all costs of the unfinished work as agreed to by the Community Development Department.	Community Development Department	
4.	<u>GENERAL</u> – All public improvements shall be made in accordance with the latest adopted Contra Costa County Standard Drawings and Specifications. All work shall conform to the applicable City ordinances. Good housekeeping practices shall be observed at all times during the course of construction. The storing of goods and materials on the sidewalk and/or street will not be allowed unless a	Public Works Department	

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	special permit is issued. The owner's representative in charge shall be at the job site during all working hours.			
5.	<u>PERMITS REQUIRED BY OTHER AGENCIES</u> – The applicant shall obtain all permits that may be required by one or more federal, State, or local agency, service provider, or easement holder including but not limited to the following: State Department of Fish and Wildlife, Caltrans. Army Corps of Engineers, Bay Area Air Quality Management District, Kinder Morgan, EBMUD, and PG&E, County Flood Control and Water Conservation District, County Environmental Health, and the West Contra Costa Unified School District. If project is within jurisdiction of any of these agencies, verification of permit or waiver of permit must be given to the Community Development Department prior to issuance of any City permits. If the City is required to be party to the permit and an application and fee is required, the applicant shall reimburse the City for its cost. A Notice of Intent must be issued by the Regional Water Quality Control Board before a permit can be issued and a Notice of Termination must be issued at the end of the project by the Regional Water Quality Control Board before a Certificate of Occupancy is issued.	Prior to Issuance of Permits	Community Development Department	
6.	<u>EXERCISE OF ENTITLEMENTS</u> – The applicant has two (2) years to exercise the entitlement. Entitlements shall be considered exercised when a Building Permit is issued for the first building. Requests for extensions shall be in accordance with Section 17.10.100.	Prior to issuance of Building Permit	Community Development Department	

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		Timing/ Implementation	Monitoring Department / Division	Verification (date and Signature)
<u>Public Works Conditions</u>				
7.	<u>PERMITS, BONDS, AND INSURANCE</u> – The applicant shall obtain an encroachment permit, posting the required bonds and insurance, for all work to be done in the City's right-of-way. This encroachment permit shall be obtained prior to the issuance of a building permit and prior to any work being done in the City's right-of-way.	Prior to issuance of Encroachment Permits	Public Works Department	
8.	<u>SITE DEVELOPMENT</u> – The applicant shall submit a site grading and drainage plan with all supporting data, including hydraulic calculations. The grading and drainage plan shall be prepared by a registered Civil Engineer and be approved by the Public Works Department prior to the issuance of any City permits pursuant to PMC §15.36.	Prior to issuance of Permits	Public Works Department	
9.	<u>REFUSE AREA AND DESIGN</u> – The project shall provide for service by Republic Services. The area and access to trash, recycling, and green waste containers shall be approved in advance by Republic Services.	Prior to the issuance of Building Permit	Public Works Department	
10.	<u>EROSION CONTROL PLAN</u> – The applicant shall submit an erosion control plan in accordance with the City's Grading Ordinance (PMC §15.36.190) when grading is performed during winter season (October 1 through April 15). For all sites over one acre, in accordance with the City's Erosion Control Ordinance (PMC §08.20) the applicant shall submit: a. Storm Water Pollution Prevention Plan (SWPPP) b. Storm Water Control Plan (SCP) Certified by an Architect or Engineer. c. Operation and Maintenance.	Prior to issuance of Permits	Public Works Department	

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		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
11.	<u>PARKING LOTS</u> – The applicant shall submit plans for parking lots showing proper grading, drainage, and conformance to City engineering standards. The plans shall be prepared by a registered Civil Engineer and be approved by the Public Works Director.	Prior to issuance of Permits	Public Works Department	
12.	<u>MATERIAL HAULING</u> – The applicant shall submit a proposed material hauling route and schedule. Said submittal shall be approved by the City Engineer prior to issuance of a building or site development permit. All material hauling activities including but not limited to, adherence to approved route, hours of operation, dust control and street maintenance shall be the responsibility of the applicant (as per Section 15.36.080 of the PMC). Violation of such may be cause for suspension of work.	Prior to issuance of Permits	Public Works Department	
13.	<u>TREATMENT PLANT CAPACITY CONTRIBUTION</u> – The applicant shall pay sewer connection fees pursuant to PMC § 13.05.420 or such similar fees imposed by the City of Pinole, if applicable.	Prior to Issuance of Building Permits	Public Works Department	
14.	<u>SEWER USE FEES</u> – The applicant shall pay sewer use fees, or such similar fees imposed by the City of Pinole, if applicable.	Prior to issuance of Building Permits	Public Works Department	
15.	<u>CHARGES FOR PUBLIC WORKS</u> – The applicant shall deposit funds with the City to pay for all engineering, inspection and survey services that may be required during construction of the project in accord with PMC §13.05.430	Prior to issuance of Permits	Public Works Department	
16.	<u>INSPECTIONS</u> – The applicant shall notify the Public Works Department at least forty-eight (48) hours prior to starting any work pertaining to on-site drainage facilities, grading, or paving; all work in the City's right-of-way as per Section 15.36.230 of the Municipal Code.	Prior to Issuance of Permits	Public Works Department	

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		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
17.	<u>UNDERGROUND UTILITIES</u> – The applicant must agree to install all utility service, including telephone, electric power, and other communications lines underground as per Chapter 13.16 of the Municipal Code.	Prior to issuance of Building Permits	Public Works Department	
18.	<u>STORM DRAINAGE STUDY</u> – The applicant shall submit a completed storm drainage study of the proposed project showing amount of run-off, and existing and proposed drainage structure capacities. This study shall be subject to review and approval by the City Engineer.	Prior to issuance of Building Permits	Public Works Department	
19.	<u>DRAINAGE PLANS</u> - The applicant shall prepare a construction drainage plan and final drainage plan for Public Works Department review and approval. The construction drainage plan will show how drainage will be handled during construction. The final drainage plan will show how drainage will be handled after construction is complete. The final plans shall demonstrate capacity to manage stormwater runoff. Site design shall avoid drainage of water from one property onto another property and shall be subject to approval by the City Engineer.	Prior to issuance of Building Permit	Public Works Department	
20.	<u>SIDEWALK, CURB AND GUTTER REPAIR</u> - The applicant shall repair and replace to existing City standards, any sidewalk, curb, and gutter that is damaged now or during construction of this project. A field visit shall be scheduled with Community Development Department and Public Works Department staff prior to the issuance of any construction permits to document pre-construction conditions in the field.	Prior to Occupancy	Public Works Department	

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21.	<u>WHEELCHAIR RAMP(S)</u> – The applicant shall construct all wheelchair ramp(s) in accordance with applicable California Building Code and ADA requirements.	During Construction	Community Development Department/ Public Works Department	
22.	<u>GRADING AND DEMOLITION PLANS</u> – The applicant shall obtain City approval for the project grading and demolition plans prior to issuance of building permits.	Prior to Issuance of Building Permit	Public Works Department	
23.	<u>CERTIFIED GRADED PAD</u> – A California-Licensed Engineer shall certify that the graded construction pads have been adequately compacted and designed to support the proposed buildings.	Ongoing through Construction	Public Works Department	
24.	<u>CONSTRUCTION SITE INFORMATION</u> – A construction sign shall be installed on at the construction site that has contains contact person's name, mobile phone number, and email address shall be posted on the project site during the duration of construction. The property address shall be clearly marked during the construction process.	Ongoing through Construction	Public Works Department	
25.	<u>DEBRIS REMOVAL</u> – All building debris shall be disposed of outside the City of Pinole to a legal dump site.	During Construction	Community Development Department	
26.	<u>CONSTRUCTION ACTIVITIES</u> – The following provisions shall be followed during site excavation, public works, and building construction activities for the project: a. Work is restricted to between 7:00A.M. and 5:00 P.M. on weekdays. Work is restricted on federal holidays. Work is allowed on holidays occurring on	During Construction	Community Development Department	

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	weekdays that are recognized by the City of Pinole, but not acknowledged federally which include Cesar Chavez's Birthday and the Day After Thanksgiving, but no inspections will be performed. b. Earth haul and materials delivery to and from the site will be prohibited between the hours of 7:00 - 9:00 A.M. and 3:00 - 6:00 P.M. c. All construction vehicles should be properly maintained and equipped with exhaust mufflers and meet State and Federal standards. d. Newly disturbed soil surfaces shall be watered down regularly by a water truck maintained on site during all day light hours and construction grading activity shall be discontinued in wind conditions greater than 10 miles per hour. e. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation. f. All excavated materials shall be covered with a tarp during transit to and from the site.			
27.	CONSTRUCTION WASTE MANAGEMENT PLAN – The Applicant shall submit to the Community Development Department a pre-construction waste management plan prior to the issuance of any construction permit that satisfies the CALGreen Building Code requirements.	Prior to Issuance of Permits	Community Development Department	

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		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
28.	<u>CONSTRUCTION WASTE MANAGEMENT REPORT – DEBRIS REMOVAL</u> – The applicant shall complete post-construction waste management report for review and approval by the Community Development Department prior to final inspection to satisfy CALGreen Building Code Requirements. All building debris shall be properly disposed of outside the City of Pinole.	Prior to Issuance of Permits	Community Development Department	
29.	<u>PRE-CONSTRUCTION MEETING</u> – The applicant's construction contractor(s) shall attend a pre-construction meeting as needed with City Staff to coordinate satisfaction of conditions of approval during construction.	Prior to Issuance of Permits	Community Development s Department/ Public Works Department	
30.	<u>SOILS REPORT</u> – A soils report containing all design recommendations of footings, retaining walls and any other information pertinent to the soil condition shall be required. The soils report shall be prepared by a licensed soils engineer or geologist.	Prior to Issuance of Permits	Community Development Department/ Public Works Department	
31.	<u>STANDARD DRAWINGS FOR PUBLIC IMPROVEMENT</u> – All public improvements shall be made in accordance with the latest adopted Contra Costa County Standard Drawings and Specifications. All work shall conform to the applicable City Ordinances. Best Construction Management Practices shall be observed at all times during the course of construction.	Prior to Issuance of Permits	Public Works Department	
32.	<u>CONSTRUCTION MANAGEMENT</u> – The storing of goods and materials on the sidewalk and/or street will not be allowed unless a special permit is issued. The project site shall be kept free of litter and all construction equipment and materials will be secured at the end of each construction day. The applicant's	Prior to Issuance of Permits	Public Works Department	

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	representative in charge shall be at the job site during all working hours. The public streets adjacent to construction activity shall be maintained in a clean and orderly condition to the satisfaction of the Public Works Director.			
33.	PUBLIC WORKS INSPECTIONS —The applicant shall notify the Public Works Department at least forty-eight (48) hours prior to the starting of any work pertaining to on-site drainage facilities, grading, or paving, as well as any work in the City's Right-of-Way as per Section 15.36.230 of the PMC. The applicant shall arrange all inspections with the Public Works Inspector.	During Construction	Public Works Department	
<u>Community Development Conditions</u>				
34.	UTILITIES – All electrical, telephone, water, C.A.T.V. and similar utility services which provide service to the subject building shall be installed underground. All transformers, meter boxes, etc., shall be screened from view wherever possible.	Prior to Occupancy Permits	Community Development Department/ Public Works Department	
35.	EXTERIOR MATERIAL AND COLORS – All exterior materials and colors shall reflect those in the plan set dated March 18, 2024, approved by the Planning Commission. Once installed, all improvements are to be maintained in accordance with the approved plans. Any changes which affect the exterior character shall be resubmitted to the Community Development Department for review and approval. The Planning Manager may approve minor changes. Any changes determined by the Community Development Department to be significant may be referred to the Planning Commission after conferring with the Chair of the Planning Commission.	Ongoing	Community Development Department	

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36.	<u>PARKING MANAGEMENT PLAN</u> – The applicant shall submit a final parking management plan for review and approval by the Planning Manager.	Prior to Issuance of Building Permit	Community Development Department	
37.	<u>PARKING</u> – The applicant shall demonstrate that the parking requirements under Chapter 17.48 of the PMC and any other building code required for the proposed development have been fulfilled. Each parking space designated for compact cars shall be identified with a pavement marking reading “Compact Only,” or its equivalent. All parking spaces intended to satisfy on-site parking requirements shall be located within the project site boundaries. Additional parking may be used to satisfy on-site parking requirements if project site boundaries change as a result of a recorded parcel map, or a Conditional Use Permit is granted and a shared parking agreement with an abutting property owner is recorded.	Prior to Issuance of Building Permit	Community Development Department	
38.	<u>END USER PARKING ANALYSIS</u> – After an end-user is identified for the building, the applicant shall conduct a parking analysis utilizing actual employee counts, and subject to review and approval by the Planning Manager, to confirm that Transportation Demand Management measures are sufficient to ensure that parking demand will not exceed on-site parking. If additional Transportation Demand Management measures are required to reduce parking demand, the Transportation Demand Management Plan in COA No. 39 shall be updated and submitted for the review and approval by the Planning Manager. Re-tenanting the buildings shall require an updated parking analysis and may require an updated Transportation Demand Management Plan in order to ensure that that parking demand will not exceed on-site parking. Additional	Prior to Issuance of Building Permit	Community Development Department	

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	parking may be used to satisfy on-site parking requirements if project site boundaries change as a result of a recorded parcel map, or a Conditional Use Permit is granted and a shared parking agreement with an abutting property owner is recorded.			
39.	<u>TRANSPORTATION DEMAND MANAGEMENT PLAN</u> – The applicant shall be required to submit a final Transportation Demand Management Plan that includes Transportation Management Associations (TMA) for large employers and commercial/industrial complexes for review and approval by the Planning Manager.	Prior to Occupancy Permits	Community Development Department	
40.	<u>TRANSIT</u> – The applicant shall coordinate with WestCAT in conjunction with the relocation of sidewalk for the installation of a new bus shelter at the stop closest to the project site. The applicant shall coordinate with the WestCat on shelter design, which will include seating. Please reference PMC 17.44.050. b. 5 for allowance of shelters in the landscaping areas.	Prior to Occupancy Permits	Community Development Department/ Public Works Department	
41.	<u>LIGHTING</u> – The plan set shall include final lighting fixtures proposed on site. Lighting shall be consistent with the illumination levels and requirements under Pinole Municipal Code Chapter 17.46, or as otherwise required for the Building Division and Police Department for code compliance and safety. Any lighting used shall be so arranged as to reflect the light away from adjoining properties or public streets.	Prior to Issuance of Occupancy Permit	Community Development Department	
42.	<u>MECHANICAL EQUIPMENT</u> – All mechanical devices and their component parts, such as air conditioners, evaporative coolers, exhaust fans, or similar equipment	During Construction	Community Development	

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	located wholly or partially on the roof or wall shall be screened from view. All wall mounted heating units or air conditioners shall be flush-mounted or screened from view.		Department	
43.	<u>PARKING LOT LIGHTING</u> – Lights shall be provided in the parking area. Any lighting used shall be so arranged as to reflect the light away from adjoining residential areas or public streets. Lighting shall be installed with the intent to provide only as much light as is necessary for public safety and shall satisfy the requirements of Chapter 17.46 of the PMC.	Prior to Issuance of Occupancy Permit	Community Development Department	
44.	<u>VENTS, GUTTERS, AND FLASHING, ETC.</u> – All vents, gutters, downspout, flashings, electrical conduits, etc., shall be painted to match the color of the adjacent surface.	Prior to Occupancy Permits	Community Development Department	
45.	<u>TRASH ENCLOSURES</u> – All trash enclosures shall be constructed of sturdy, opaque materials, which are in harmony with the architecture of the nearest building and shall meet applicable Contra Costa County Health Department and City requirements. Trash enclosures shall be covered.	Prior to Occupancy Permit	Community Development Department	
46.	<u>NOISE STANDARDS</u> - The noise standards established in the General Plan shall be applicable to all developments. These noise standards apply to exterior and are:	Ongoing	Community Development Department	

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	<u>RESIDENTIAL</u> 60 dBA (Day) 55 dBA (Eve) 50 dBA (Night) <u>COMMERCIAL</u> 65dBA (Day & Eve) 60 dBA (Night) <u>INDUSTRIAL</u> 75 dBA (All) Day: 7 a.m. to 7 p.m.; Evening: 7 p.m. to 10 p.m.; Night: 10 p.m. to 7 a.m.			
47.	<u>SCHOOL, GROWTH AND PARK IMPACT FEES</u> – Prior to issuance of a building permit, the applicant shall pay all applicable school, growth (as per Chapter 3.20 of the Municipal Code) and park (as per Chapter 16.28 of the Municipal Code) impact fees.	Prior to Issuance of Building Permit	Community Development Department	
48.	<u>SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) FEE</u> – Prior to issuance of a building permit for new construction the applicant shall pay the applicable STMP fee, pursuant to PMC §16.30.	Prior to Issuance of Building Permit	Community Development Department	
49.	<u>DEVELOPMENT IMPACT FEE</u> – The applicant shall pay all applicable development impact fees prior to issuance of the building permit.	Prior to issuance of Building Permit	Community Development Department	
50.	<u>COST ESTIMATE</u> – The applicant shall obtain a cost estimate of construction permitting, including plan check and impacts fees, prior to applying for a building permit.	Prior to Submittal of a Building Permit	Community Development Department	

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51.	<u>GEOTECHNICAL REPORT AND FOUNDATION DESIGN</u> – The project shall implement the recommendations of the Geotechnical Investigation (Soils Management Plan dated 10/3/2022 prepared by Levine-Frick. The project shall avoid the use of driven piles for creation of a deep foundation system. Where there are no alternatives to the use of driven piles, the project may be subject to reconsideration by Planning Commission and revised project documentation to on potential impacts, as deemed necessary by the Community Development Director.	Community Development Department	
52.	<u>GENERAL LANDSCAPING REQUIREMENTS</u> - The Applicant shall prepare a detailed final landscape plan. The final landscaping plan shall be prepared by a landscape architect, registered in California, and shall be submitted to the Community Development Department for review and approval prior to the issuance of a building permit. The landscape plan shall comply with Chapter 15.54 and Chapter 17.38 of the Municipal Code, be in compliance with Condition No. 57 through 60 and shall include the following: a. Sizes, species, locations of all plant materials. b. Location of all trees (6 inches in diameter or greater). c. Irrigation plan indicating all components of the irrigation system including sprinklers and other outlets, valves, backflow prevention devices, controllers, and piping. d. All trees to be a minimum of 15 gallon, double staked and all proposed shrubs on site shall be a minimum of five gallon and use as many native plants and trees as possible.	Community Development Department	

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	e. Native tree species shall be used to the maximum extent as possible in the planting of new trees, with any non-natives proposed supported with a statement by the landscape architect explaining the planting palette.			
53.	LANDSCAPING MAINTENANCE – The property owner shall ensure landscaping areas are maintained and that dead trees and vegetation shall be replaced.	Ongoing	Community Development Department	
54.	WATER EFFICIENT LANDSCAPE – The project shall demonstrate compliance with water efficient landscape requirements pursuant to Chapter 15.54 of the PMC for review with the building permit plans.	Prior to Issuance of Building Permit	Community Development Department	
55.	CONSTRUCTION FENCING PLAN – The applicant shall prepare and submit a final fencing plan for the construction fencing for review and approval by the Community Development Director. All fencing for construction purposes shall be durable and remain in good condition throughout the life of the construction of the project.	Prior to Issuance of Building Permit	Community Development Department	
56.	PARKING LOT LANDSCAPE REQUIREMENTS - All parking areas in excess of 30 stalls shall provide a minimum landscaped area of five feet in width where the facility adjoins a property line. The perimeter-landscaped strip may include any landscaped yard or landscaped area otherwise required and shall be continuous, except for required access to the site of to the parking. Interior landscaping within a parking lot containing 12 of more stalls shall include a minimum of one 15-gallon tree for each four parking spaces as per Section 17.24.050 (c) of the Municipal Code.	Prior to Issuance of Building Permit	Community Development Department	

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57.	LANDSCAPING CERTIFICATE OF COMPLETION – A Certificate of Completion shall be submitted by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor certifying that the landscape project has been installed per the approved Landscape Documentation Package.	Prior to Occupancy	Community Development Department																									
58.	TREE REMOVAL – The applicant shall note the location of all mature trees (4 inches in diameter at breast height (measured 4.5 feet above natural grade) or greater) to be removed from the project site, provide an Arborist Report, and submit a tree removal permit application prior to issuance of a building permit.	Prior to the Issuance of Building Permit	Community Development Department																									
59.	STANDARD TREE REPLACEMENT REQUIREMENTS – All trees that are removed from the site shall be replaced in accordance with the replacement table for existing trees. Any non-protected tree, which is removed, that was shown to be preserved on the final landscaping plan shall be replaced at twice the rate indicated on the replacement table. STANDARD REPLACEMENT TABLE FOR EXISTING TREES <table><tr><th>Size of Tree to be removed. (Trunk Diameter)</th><th>36 Inch Box</th><th>24 Inch Box</th><th>15 Gallon</th><th>5 Gallon</th></tr><tr><td>6" to 18"</td><td>1</td><td>2</td><td>10</td><td>15</td></tr><tr><td>18" to 24"</td><td>2</td><td>4</td><td>15</td><td>25</td></tr><tr><td>24" to 36"</td><td>3</td><td>6</td><td>20</td><td>45</td></tr><tr><td>36" & Over</td><td>4</td><td>8</td><td>30</td><td>60</td></tr></table>	Size of Tree to be removed. (Trunk Diameter)	36 Inch Box	24 Inch Box	15 Gallon	5 Gallon	6" to 18"	1	2	10	15	18" to 24"	2	4	15	25	24" to 36"	3	6	20	45	36" & Over	4	8	30	60	Prior to Occupancy Permits	Community Development Department
Size of Tree to be removed. (Trunk Diameter)	36 Inch Box	24 Inch Box	15 Gallon	5 Gallon																								
6" to 18"	1	2	10	15																								
18" to 24"	2	4	15	25																								
24" to 36"	3	6	20	45																								
36" & Over	4	8	30	60																								

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	Numbers in replacement table refers to quantities to be used to replace each tree. Each tree container size number in the vertical column represents a 100% replacement value for an existing tree removed (size as noted). These numbers (columns) may be mixed as long as proportionate totals will equal 100%. For example: one 24" tree may be replaced with six 24" box trees or three 24" box trees plus ten 15-gallon trees or one 36" box tree plus four 24" box trees, etc.		
60.	<u>PROTECTED TREE REPLACEMENT REQUIREMENTS</u> - All trees designated as Protected trees pursuant to PMC Chapter 17.98, and which are approved for removal through a Tree Removal Permit issued by the City shall be replaced at a ratio of two replacement trees for each removed Protected tree and in compliance with the following: a) For each removed Protected tree, one 48-inch or 60-inch box tree, and one 36-inch box trees shall be planted as replacement trees. b) The species of replacement trees and exact planting location is subject to review and approval by the Community Development Director, in consultation with the Planning Commission Ad-Hoc Subcommittee. c) The species selection shall be drought-tolerant and native, shall complement the architectural design of structures on the site, and shall be suitable for the soil and climatic conditions specific to the site. d) A protected tree removal plan, pursuant to PMC Section 17.96.060.D, shall be submitted indicating which protected trees can be removed and shall be used by the Community Development Director to issue a	Community Development Department	

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	protected tree removal permit in compliance with the action taken on the entitlements.			
61.	<u>CONFORMANCE WITH APPROVED PLANS</u> – All building permit drawings and subsequent construction shall substantially conform to the approved planning application drawings. Any modifications must be reviewed by the Planning Manager who shall determine whether the modification requires additional approval of the Planning Commission or City Council.	Prior to Issuance of Building Permits	Community Development Department	
62.	<u>MODIFICATION OF APPROVED PLANS</u> – Failure to obtain prior approval to modify the approved plans may result in a fine equal to double the original planning application permit fee and/or withholding of the occupancy permit until such time as the modification(s) to the plans has been reviewed by the Planning Commission or City Council.	Ongoing	Community Development Department	
63.	<u>VIOLATION/PENALTY</u> – Any person, firm or corporation, whether as principal, agent employee or otherwise, violating any of the provisions in Title 17 of the Municipal Code or any condition of an approval, permit or license granted pursuant to the provisions of this same title shall be deemed guilty of an infraction, punishable on the first offense by a fine not exceeding one hundred dollars, and on the second offense by a fine not exceeding two hundred dollars and on the third offense and subsequent violation by a fine not exceeding five hundred dollars and shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this title is committed, continued or permitted by such person, firm or corporation.	Ongoing	Community Development Department	

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64.	<u>STREET ADDRESS ASSIGNMENT</u> – An Address Assignment Plan for the project shall be submitted for review and approval and shall be reflected in the submitted building plans.	Prior to issuance of Building Permit	Community Development Department	
65.	<u>SITE MAINTENANCE</u> – The construction site shall be cleaned of garbage and debris on a daily basis and maintained in an orderly fashion. All construction equipment shall be secured at the end of each day of construction.	Ongoing through end of construction	Community Development Department	
<i>Building Conditions</i>				
66.	<u>BUILDING CODES</u> – At time of issuance of building permits, the building shall comply with Chapter 15 of the Municipal Code and State Title 24 and the U.S. Americans with Disabilities Act.	Prior to issuance of Building Permit	Building Division	
67.	<u>INSPECTIONS</u> – The applicant shall arrange all inspections with the Building Division, Fire Department, and Public Works Department. All Building Division inspection requests shall be made at least 24 hours in advance.	Prior to issuance of Occupancy Permits	Building Division	
68.	<u>GEOTECHNICAL/SOILS REPORT</u> - A geotechnical/soils report containing all design recommendations of footings, retaining walls and any other information pertinent to the soil condition shall be required and submitted with the permit application. The soils report shall be prepared by a licensed soils engineer or geologist.	Prior to issuance of Permits	Community Development / Public Works Department	
69.	<u>SOILS REPORT</u> – A soils report containing all design recommendations of footings, pier holes, retaining walls, and any other information pertinent to the soil condition shall be submitted. The Soils Report shall be prepared by a licensed soils engineer or geologist.	Prior to issuance of Building Permit	Building Division	

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70.	<u>DESIGN-LEVEL GEOTECHNICAL INVESTIGATION</u> – The applicant shall submit a design-level geotechnical exploration, which includes performance of a soil boring or other exploration in the southeast corner of the property in order to confirm continuous soil stratigraphy and a lack of evidence indicative of nearby faulting.	Prior to issuance of Permits	Community Development / Public Works Department	
71.	<u>PLAN CHECK FEES</u> – A plan check fee shall be paid to the Building Division at time of submission of plans pursuant to PMC §15.02.060	Prior to issuance of Building Permit	Building Division	
72.	<u>CONTRACTORS</u> – Contractors must identify all subcontractors prior to issuance of a building permit. Each subcontractor must obtain a city business license prior to issuance of a building permit or commencing work pursuant to PMC §5.04.020.	Prior to issuance of Building Permit	Building Division	
73.	<u>ADDRESSING</u> – Prior to issuance of a “Certificate of Occupancy” or final building inspection approved numbers and addresses shall be installed on all buildings in compliance with Section 15.02.050 of the Municipal Code: a. Specific mounting location shall be determined at the time of plan review. b. Address shall be internally or externally lighted during the hours of darkness.	Prior to issuance of Certificate of Occupancy	Building Division	
74.	<u>DEBRIS BOX</u> – The Applicant shall ensure that prior to commencing construction a contractor shall place on-site a minimum 10 cubic yard “debris box” for receiving and holding of all construction debris.”	Prior to Construction	Building Division	

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75.	CONSTRUCTION NUISANCE PREVENTION – The following provisions shall be followed during all construction activities for the project. a. Prior to any earth hauling operations, the applicant shall submit a Hauling Plan for review and approval by the City Engineer. b. All construction vehicles shall be properly maintained and equipped with exhaust and mufflers that meet state and federal standards. c. Newly disturbed soil surfaces shall be watered down regularly by a water truck maintained on-site during all daylight hours discontinue when winds speed reach 15mph.	Building Division	
Police Department Conditions			
76.	FIBER OPTICS – A fiber optics pathway shall be installed from the project site to the nearest existing fiber optics connection point to the satisfaction of the Building Official. Specifications for the pathway, fiber, interfacing equipment, and junction boxes are available at the Police Department. The equipment necessary to interface with the fiber optics shall be in place in the alarm control panels (fire, burglar, etc.) upon completion of construction.	Police Department	
77.	DOORS AND ROOF HATCHES – The following conditions shall be met to the satisfaction of the Building Official prior to issuance of a Certificate of Occupancy.	Police Department	

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	a. All exterior doors (including storage and utility room doors) that exit to the outside, to a common hallway or separate units shall be of solid core wood or metal construction. b. All doors described above shall be equipped with the following locking mechanisms: Dead Bolt Locks: i. A minimum of ¾ inch diameter by 1-inch throw. ii. High security case hardened bezel around the locking mechanism. iii. Made of case-hardened steel. iv. High security striker plate (4-screw type, screws a minimum of 1½ inches long). c. All double doors shall have a dead bolt lock, as described in b above, in the primary door. The secondary door shall have lock mechanisms that secure the top of the door to the door head and the bottom of the door to the floor. Where the double doors are separated by a mullion both doors shall have dead bolts as described in b, above. d. All entry doors, except those with glass, shall be equipped with a door viewer that has the capabilities of viewing a minimum of 180 degrees.	Occupancy Permit	

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	e. Fire blocks shall be placed at a minimum of two (2) studs' spaces on each side of an exterior door, where locks are required, at the same height as the locks. The design and materials used shall aide in preventing the doorjamb from spreading when a pry tool is used to separate the door from the doorjamb at the lock. f. All roof hatches (access to roof) shall be securely locked from the inside. Dead bolt or similar locking mechanism is recommended.			
78.	<u>WINDOWS AND SLIDING GLASS DOORS</u> – All windows that are accessible from the ground, balconies, walkways, trees, fences, and roof shall be equipped with an auxiliary locking mechanism in addition to the standard manufacturer's lock.	Prior to Certificate of Occupancy Permit	Police Department	
79.	<u>ALARM SYSTEM (INDUSTRIAL)</u> – Each individual building shall be equipped with a burglar alarm system, installed by state licensed contractor. The system shall include: 1. Full perimeter coverage to include all doors requiring locks, windows, skylights, and roof hatches. 2. Interior backup protection such as motion detectors, contracts on key interior doors and glass breakage detection. 3. Battery backup power system with charging system. System shall be hardwired.	Prior to Certificate of Occupancy Permit	Police Department	

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80.	<u>LANDSCAPING</u> a. All landscaping shall be of a variety and type that upon reaching maturity will not provide concealment for a human being and will not grow to cover windows, doors, light fixtures, or addresses. b. Bushes/dense vegetation trimmed to 2' or less. c. Trim tree canopies to 6' or higher d. All trees shall be planted a sufficient distance from the buildings so that upon reaching maturity they will not provide roof access.	Police Department	
81.	<u>PUBLIC AREA LIGHTING</u> a. All exterior doorways, stairwells, pathways, walkways, hallways, and courtyards for commercial and industrial buildings shall be lighted to a minimum of 2-foot candles, minimum maintained, measured at 5 feet above ground. b. Parking areas for commercial and industrial buildings shall be lighted to a standard of 2-foot candles, minimum measured at ground level where beams overlap. c. Except as otherwise noted, all security light fixtures shall be mounted a minimum of 10 feet above ground. d. All required lighting shall be equipped with a photoelectric cell or equivalent technology to turn it on at sunset and off at daybreak. e. All areas where video camera surveillance is required shall meet the standards for the camera selected and approved by the Police Department.	Police Department	

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	f. Separate photometric plans shall be submitted for review in conjunction with proposed phased development submittal to ensure adequate lighting is provided for each of the proposed buildings and for the overall project site. g. Lighting shall be on a timer for evening hours. h. Update all lighting to LEDs and following the current foot candle requirement as part of the overall project.			
82.	RADIO RECEPTION - Prior to occupancy, the owner shall contact the Police Department to provide Police with the opportunity to test radio reception in the buildings to identify any reception issue.	Prior to Certificate of Occupancy	Police Department	
83.	EXTERNAL VIDEO SURVEILLANCE – Video surveillance cameras shall be required, including all outdoor common areas. Management and employees shall be required to know how to operate the system and playback of files shall be compatible with Windows Media Player. Placement of the video surveillance cameras shall be established by the Police Department after review of the plans and intended use of the project. Cameras shall be capable of being monitored from the Police Department upon completion of project.	Prior to Certificate of Occupancy	Police Department	
Fire Department Conditions of Approval				
84.	FIRE CODE CONFORMANCE – Compliance with the 2022 CFC (California Fire Code), 2022 CBC (California Building Code) the 20149 NFPA 13 Standards, the	Prior to issuance of Building	Fire Department	

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	NFPA 72 standards, and all local ordinances as they apply to the occupancy and use of the proposed structure and shall be enforced for the scope of work and occupancies of the project redevelopment plan. Compliance with all other NFPA standards is required where applicable and to the satisfaction of the Fire Marshall and/or Fire Chief.	Permit		
85.	CONSTRUCTION PLANS FOR FIRE PREVENTION – Prior to issuance of a building permit, building construction plans and plans for fire extinguishing system shall be submitted to Contra Costa County Fire for Fire Code plan check.	Prior to issuance of Building Permit	Fire Department	
86.	TURNING RADIUS – Fire apparatus turning radius shall be in compliance with the Contra Costa County Standard to accommodate the largest fire truck apparatus.	Prior to issuance of Building Permit	Fire Department	
87.	FIRE EXTINGUISHING SYSTEM - An automatic fire extinguishing/ sprinkler system is required to be installed	Prior to issuance of Building Permit	Fire Department	
88.	FIRE ACCESS – Prior to issuance of a building permit, paved fire apparatus roads shall be installed for every building or stockpile of combustible materials located more than 150 feet from fire department vehicle access. Said access roads are to be posted “No Parking Fire Lane” and shall not be used for storage of materials. Fire apparatus turning radius shall be in compliance with the Contra Costa County Standard to accommodate the largest fire truck apparatus	Prior to issuance of Building Permit	Fire Department	

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89.	ADDRESS – Addresses shall be a minimum of 6” on a contrasting background visible from the street pre/post construction. Exterior elevated corners of structures shall have 12” numbers.	Prior to Building Permit Final	Fire Department	
90.	KEY VAULT – In order to facilitate emergency access to the structure, a key vault shall be installed as approved by the Contra Costa Fire Department.	Prior to Building Permit Final	Fire Department	
91.	WATER SUPPLY SYSTEM – Prior to issuance of a building permit there shall be an approved and tested water supply system capable of supplying the required fire flow as determined by the Fire Chief or Fire Marshall. Water supply system for staged construction shall provide required fire flows.	Prior to issuance of Building Permit	Fire Department	
92.	FIRE PREVENTION FEES AND INSPECTION – Prior to issuance of a Certificate of Occupancy or final building inspection, the applicant shall pay all applicable fees in accordance with the City's Master Fee Schedule and obtain an inspection from the Fire Department. All meetings and inspections shall require a 48-hour advanced notice.	Prior to issuance of Building Permit	Fire Department	
Environmental Conditions				
93.	EVN-COA AES-1: The applicant shall ensure, and the City shall verify that the final lighting plan incorporates applicable requirements set forth in Chapter 17.46 of the Pinole Municipal Code and General Plan Action CC.2.3.4, including that all outdoor lighting fixtures be designed, shielded, aimed, located, and maintained to shield adjacent properties and to not provide glare onto adjacent properties or roadways	Prior to issuance of Building Permit	Community Development Department	

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94.	EVN-COA AQ-1: During construction activities including demolition and ground disturbance activities, on and offsite, the contractor shall implement the latest BAAQMD recommended Best Management Practices (BMPs) to control for fugitive dust and exhaust as follows: 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material shall be covered. 3. All visible mud and dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as practicable. Building pads shall be laid as soon as practicable after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13,	Prior to issuance of Building Permit	Community Development Department	

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	Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper working condition prior to operation. 8. A publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints shall be posted on the project site prior to the initiation of construction activities. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.		
95.	ENV-COA AQ-2: During construction activities, contractors shall use construction equipment that has low diesel particulate matter exhaust to minimize emissions and limit use of diesel-powered equipment. The project shall implement a feasible plan to reduce diesel-powered machinery (DPM) emissions by no less than 70 percent through one or both of the following: 1. All construction equipment larger than 25 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards for particulate matter (PM₁₀ and PM_{2.5}), if feasible. If use of Tier 4 equipment is not available, alternatively use equipment that meets U.S. EPA emission standards for Tier 2 or 3	Community Development Department	

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	engines and include particulate matter emissions control equivalent to CARB Level 3 verifiable diesel emission control devices that altogether achieve a 70 percent reduction in particulate matter exhaust in comparison to uncontrolled equipment; alternatively (or in combination). 2. Develop a Construction Operations Plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 70 percent or greater. Such a plan shall be subject to review by an air quality expert and approved by the City prior to commencement of ground-disturbing activities. Elements of the plan could include a combination of some or all of the following measures: • Use equipment that meets EPA Tier 4 standards or alternatively fueled equipment. • Install of electric power lines during early construction phases to avoid use of diesel generators and compressors. • Use electrically powered equipment. • Use forklifts and aerial lifts for exterior and interior building construction that are electric or propane/natural gas powered. • Change construction build-out plans to lengthen phases. • Implement building techniques that result in the use of less diesel-powered equipment.		

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96.	ENV-COA BIO-1: Protected trees and protected groves shall be avoided and protected during construction. During project construction, the following measures shall be implemented: 1. Tree Protection Zone. Construction workers and vehicles shall be excluded from entering or disturbing the protected grove to the southeast and the riparian woodland to the east of the project site will be installed and shall include but will not be limited to temporary orange construction fencing, silt fencing, fiber logs, and signage. Individual trees on the site or on the periphery of the site that may be impacted by construction shall be protected by exclusion fencing placed at the dripline. No trenching or excavation may occur within the tree protection zone. Following completion of construction activities all temporary fencing shall be removed. 2. Tree Removal Permit. If any protected trees need to be removed or are inadvertently killed in the course of construction or if any trenching, grading, or excavation must occur within a tree protection zone, a Tree Removal Permit will be applied for from the City of Pinole and shall be replaced in accordance with Chapter 17.96 of the Pinole Zoning Code.	During Construction	Community Development Department	
97.	ENV-COA BIO-2: To avoid and minimize potential impacts to nesting birds including passerines and raptors, the following measures shall be implemented:	Prior to issuance of Grading Permit	Public Works Department	

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	1. Avoid Nesting Season. Grading or removal of potentially occupied habitat should be conducted outside the nesting season, which occurs between February 1 and August 31. 2. Survey for Nests. If grading between August 31 and February 1 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird survey of the potentially occupied habitat onsite (trees, shrubs, grassland) and within 200 feet of the project site (i.e., within a zone of influence of the project site) shall be performed by a qualified biologist within 15 days of groundbreaking. The zone of influence includes those areas outside the project site where nesting birds could be disturbed by earth- moving vibrations and/or other construction-related noise. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent “take” of individual birds that could begin nesting after the survey. 3. Establish Buffer Zones. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance-free buffer zone shall be established around the occupied habitat. a. The radius of the required buffer zone can vary depending on the species, (i.e., 50-300 feet for passerines and 200-500 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified ornithologist or biologist in consultation with CDFW.		

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	b. To delineate the buffer zone around the occupied habitat, orange construction fencing shall be placed at the specified radius from the nest within which no machinery or workers shall intrude. c. Biological monitoring of active nests shall be conducted by a qualified biologist to ensure that nests are not disturbed and that buffers are appropriate adjusted by a qualified biologist as needed to avoid disturbance. d. No construction or earth-moving activity shall occur within any established nest protection buffer prior to September 1 unless it is determined by a qualified ornithologist/biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed.			
98.	ENV-COA CUL-1: To ensure the project does not result in impacts to buried archaeological resources onsite, if present, the following shall be implemented: 1. Training. Prior to commencement of ground-disturbing activities, a Secretary of Interior qualified archaeologist shall conduct a preconstruction Cultural Resource Awareness training for construction personnel. The training shall familiarize individuals with the potential to encounter prehistoric artifacts or historic-era archaeological deposits, the types of archaeological material that could be encountered within the project area, and procedures to	Prior to issuance of Grading Permit	Public Works Department	

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	follow in the event of a discovery. A representative from the Indian Canyon Mutsun Band of Costanoan shall be invited to participate in the training. 2. Post-review Discoveries. In the event that cultural resources are exposed during construction, all earth work occurring within 50 feet of the find shall be immediately stopped until a Secretary of Interior-qualified Archaeologist inspects the material(s), assess historical significance, and consults with Tribes and other stakeholders as needed. Recommendations for the treatment of the discovery from the Archaeologist will be provided to the City, Tribes, and other stakeholders. 3. Archaeological Monitoring. If cultural resources are exposed during ground-disturbing activities, a Secretary of the Interior-qualified archeologist shall be onsite to monitor ongoing ground-disturbing activities. The monitor shall have the authority to temporarily halt work to inspect areas as needed for potential cultural materials or deposits. Daily monitoring logs shall be completed by the monitor and submitted to the City within 60 days following completion of construction work. The report shall include the results of the monitoring program (even if negative), a summary of any findings or evaluation/data recovery efforts, and supporting documentation (e.g., daily monitoring logs).		

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99.	ENV-COA CUL-2: In the event that human remains are encountered within the project area during project-related, ground-disturbing activities, all work must stop within 100 feet of the discovery area, the area shall be secured to prevent further disturbance, and the County Coroner shall be immediately notified of the discovery. If the County Coroner determines that remains are, or are believed to be Native American, then the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" (MLD) can be designated to provide further recommendations regarding treatment of the remains. A Secretary of Interior-qualified Archaeologist should also evaluate the historical significance of the discovery, the potential for additional human remains to be present, and to provide further recommendations for treatment of the resource in accordance with the MLD recommendations. Federal regulations require that Native American human remains, funerary objects, and object of cultural patrimony are handed consistent with the requirement of the Native American Graves Protection and Repatriation Act	Prior to issuance of Grading Permit	Public Works Department	
100	ENV-COA GEO-1: The applicant shall incorporate the recommendations of the Geotechnical Exploration Report prepared by KC Engineering (October 4, 2016) into construction drawings. Prior to issuance of a grading permit, the City shall review and accept the Geotechnical Report and verify that the Report provides adequate information for construction detail including detailed drainage, earthwork, foundation, and pavement recommendations. Final grading plan, construction plans, and building plans shall demonstrate that recommendations set forth in the geotechnical reports and/or to the satisfaction of the City	During Construction	Community Development Department	

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PLANNING COMMISSION RESOLUTION 24-02 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	Engineer/Chief Building Official have been incorporated into the design of the project. Nothing in this condition of approval shall preclude the City Engineer and/or Chief Building Official from requiring additional information to determine compliance with applicable standards. The geotechnical engineer shall inspect the construction work and shall certify to the City, prior to issuance of a certificate of occupancy that the improvements have been constructed in accordance with the geotechnical specifications.			
101	ENV-COA GEO-2: Prior to issuance of a grading permit, an erosion control plan along with grading and drainage plans shall be submitted to the City Engineer for review. The project shall comply with stormwater management requirements and guidelines established by Contra Costa County under the Contra Costa Clean Water Program Stormwater C.3 Guidebook and incorporate Contra Costa County best management practices for erosion and sediment control for construction. All earthwork, grading, trenching, backfilling, and compaction operations shall be conducted in accordance with the City's Erosion Control requirements, Chapter 15.36.190 of the Municipal Code. Plans shall detail erosion control measures such as site watering, sediment capture, equipment staging and laydown pad, and other erosion control measures to be implemented during all construction activity and include all recommendations made in the Geotechnical Exploration Report to protect slopes from erosion.	Prior to issuance of a grading permit	Community Development Department	
102	ENV-COA GEO-3: Should any potentially unique paleontological resources (fossils) be encountered during development activities; work shall be suspended	Prior to issuance of Demolition,	Community Development	

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Exhibit A **PLANNING COMMISSION RESOLUTION 24-02 CONDITIONS OF APPROVAL**

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	within 50 feet of the discovery and the City of Pinole Planning Division of the Community Development Department shall be immediately notified. At that time, the City will coordinate any necessary investigation of the discovery with a qualified paleontologist. The project proponent shall be required to implement any mitigation necessary for the protection of paleontological resources. The City and the project applicant shall consider the mitigation recommendations of the qualified paleontologist for any unanticipated discoveries. The City and the project applicant shall consult and agree upon implementation of a measure or measures that the City and project applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.	Grading, and Building Permits	Department/ Public Works Department	
103	ENV-COA GHG-1: The project shall comply with CALGreen Tier 2 EV parking requirements by incorporating the appropriate number of EV and EV capable parking spaces for the project size and type (e.g., for 132 parking stalls, there would need to be 19 stalls equipped with EVSE and 57 pre-plumbed with conduit for future installation of EVSE). As a warehouse project with more than 3 off-street loading spaces, the project shall install 400 KVA of additional raceway conduit and electrical panel capacity to accommodate the future charging of medium- and heavy-duty zero emissions vehicles as required by Section 5.106.5.4.1 of the CALGreen Building Standards Code.	Prior to issuance of Building Permit	Public Works Department	
104	ENV-COA HAZ-1: The Soil Management Plan (SMP) approved by the RWQCB in 2002 shall be implemented during the project construction. The SMP shall be the	Prior to issuance of Grading	Public Works Department	

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	subject of construction worker trainings for all personnel involved in ground-disturbing activities. A condensed version of SMP protocols shall be posted publicly and prominently at construction site gathering places and entry points.	Permit		
105	ENV-COA HYD-1: Prior to issuance of a grading permit, the applicant shall prepare a design-level Stormwater Management Plan that incorporates stormwater management requirements and best management practices, per Pinole Municipal Code Chapter 8.20 and Contra Costa County Clean Water Program requirements, including the Contra Costa Clean Water Program Stormwater C.3 Guidebook and demonstrates that the storm drain system has adequate capacity to serve the project. The Stormwater Management Plan shall be reviewed and accepted by the City Engineer.	During Construction	Community Development Department	
106	ENV-COA HYD-2: Prior to issuance of a grading permit, the applicant shall file a Notice of Intent with the RWQCB and demonstrate compliance with the Statewide General Permit for Construction Activities. In accordance with the National Pollution Discharge Elimination System (NPDES) regulations, the applicant shall prepare and implement a project-specific Stormwater Pollution Prevention Plan, including an erosion control plan, for grading and construction activities. The SWPPP shall address erosion and sediment control during all phases of construction, storage, and use of fuels, and use and clean-up of fuels and hazardous materials. The SWPPP shall designate locations where fueling, cleaning and maintenance of equipment can occur and	Ongoing	Community Development Department	

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	shall ensure that protections are in place to preclude materials from entering into storm drains or the offsite drainage to the east. The contractor shall maintain materials onsite during construction for containments and clean-up of any spills. The applicant shall provide approval documentation from the RWQCB to the City verifying compliance with NPDES.			
107	ENV-COA NOI-1: Construction activities including delivery and hauling shall comply with construction hours as provided under Pinole Municipal Code Section 15.02.070 and in accordance with construction best management practices for minimizing noise including: 1. Construction shall be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Saturday work is allowed in commercial zones only, from 9:00 a.m. to 6:00 p.m., as long as it is interior work and does not generate significant noise. Any work outside of these hours by the construction contractors should require a special permit from the City Manager. There should be compelling reasons for permitting construction outside of these designated hours. 2. The construction contractor shall locate stationary noise sources as far from existing sensitive receptors as possible. If stationary sources must be located near existing sensitive receptors, they shall be muffled and enclosed within temporary sheds or other structures. 3. At a minimum, the construction contractor shall implement the following control measures: improved mufflers, equipment redesign,	Prior to issuance of Building Permit	Community Development Department	

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	use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds. Noise controls can reduce noise levels at 50 feet by 1 to 16 dBA, depending on the type of equipment. 4. Equipment used for project construction shall be hydraulically or electrically powered impact tools (e.g., jack hammers) wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used. A muffler could lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures shall be used (such as drilling rather than impact equipment) wherever feasible. 5. The unnecessary idling of internal combustion engines shall be prohibited. 6. All construction trucks and vehicles shall access the site via San Pablo Avenue. 7. All staging of construction equipment, trucks, and vehicles shall be limited to the southern and western portions of the project site, as far away from residential development to the east as possible. 8. Prior to the commencement of any construction activities, the construction contractor shall notify, via mail, all residences within a 300-foot radius of the project site of the project's approximate construction schedule, including the approximate duration of		

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	demolition, clearing, grading, excavation, paving, and building construction, et al. In addition, at least 24 hours prior to grading activities, the construction contractor shall post signage in appropriate locations within a 300-foot radius of the project site. The signage shall include a phone number to the City Public Works Department for residents to call with noise complaints. If the City Public Works Department receives more than three complaint calls regarding construction noise, the City reserves the discretion to require the project applicant to conduct an acoustical noise analysis to determine more appropriate measures to reduce noise levels due to construction activities.			
108	ENV-COA NOI-2: Prior to issuance of building permit, the preliminary sound wall design, and specifications, as presented in Figure 2 of the Noise Report (Appendix G hereto), shall be reviewed by a qualified acoustical engineer and recommendations incorporated into the final design for review and approval by the City. The sound wall shall be continuous from grade to top, with no cracks or gaps, have a minimum surface density of three pounds per square foot (e.g. concrete masonry units (CMU)), 420 feet in length long, and with a minimum height of 10 feet to break the line-of-sight to the noise source, or as otherwise modified through final design per recommendations from an acoustical engineer and approval by the City. Prior to issuance of a certificate of occupancy, construction of the sound wall along the eastern site boundary shall be complete per final design and specification and/or as accepted by the City Engineer.	Ongoing	Community Development Department	

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109	ENV-COA NOI-3: Exterior activities such as truck maneuvering, loading, and unloading, and deliveries shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday.	Ongoing	Community Development Department	
110	ENV-COA TRAN-1: Prior to the issuance of Building Permit, the applicant shall provide the project's fair share contribution as established by the City towards multi-modal improvements in the project vicinity as identified in the Three Corridors Specific Plan by installing a bus shelter at bus stop 25028 on San Pablo Avenue.	Prior to Occupancy Permits	Community Development Department	
111	ENV-COA TRAN-2: Prior to issuance of the certificate of occupancy, a final Transportation Demand Management Plan shall be provided to the Community Development Department for review and approval. The TDM Plan shall include example materials that will be used to educate tenants and employees about the programs and require that a tenant management position assume the role of Transportation Coordinator and detail the program implementation schedule which shall commence with occupation of the building.	Prior to Occupancy Permits	Community Development Department	
112	ENV-COA TRAN-3: To maintain adequate sight lines at the project driveways, pursuant to Pinole Municipal Code Section 17.98.020, signage, trees, and other landscaping features within the clear vision triangle at driveway and street intersections shall be maintained such that visibility is maintained between thirty (30) inches and seven (7) feet. The applicant shall be responsible for maintaining adequate sight lines from the project driveways and vegetation shall be trimmed to about one foot in height on the west sides of the driveways.	During Construction	Community Development Department	

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113	ENV-COA TRAN-4: Recommendations of the project specific Transportation Impact Analysis shall be implemented as follows or as otherwise reviewed and accepted by the City Engineer: 1. Prior to issuance of occupancy, the eastbound left turn pocket on San Pablo Avenue shall be lengthened from 60 to 130 feet, increasing the queue storage for large trucks (e.g., WB-40 and WB-67). 2. Prior to issuance of occupancy, the existing crosswalk across the project driveway shall be relocated closer to the intersection to align with the existing sidewalk along the north side of San Pablo Avenue, which would provide additional queue storage for vehicles exiting the project site and improve pedestrian circulation along the project frontage. The existing striping shall be adjusted to improve queue storage for vehicles exiting the project site. 3. Prior to issuance of occupancy, a new stop sign with pavement markings shall be installed at the private parking lot intersection immediately north of the intersection with San Pablo Avenue, which would minimize queuing within the project site, maintain access to the drive aisle just north of the project driveway, and minimize the inbound project queues spilling back onto San Pablo Avenue.	Prior to issuance of building permit	Public Works Department	

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	4. Prior to issuance of a building permit, the applicant shall submit designs for intersection improvements inclusive of a traffic signal for review and acceptance by the City Engineer. Prior to issuance of occupancy, a traffic signal and intersection redesign shall be installed at the San Pablo Avenue/Meadow Avenue/Project Driveway intersection to the satisfaction of the City Engineer.			
114	ENV-COA TCUL-1: To protect buried Tribal Cultural Resources that may be encountered during construction activities, the project shall implement environmental COA CUL-1 and COA CUL-2.	Prior to Certificate of Occupancy	Community Development Department	
115	ENV-COA TCUL-2: To protect buried Tribal Cultural Resources that may be encountered during grading and excavation activities, a tribal cultural monitor from the Confederated Villages of Lisjan shall be invited to be present during excavation that is anticipated to penetrate native soils, particularly in the area of the northeastern connection to the municipal storm drain.	Prior to issuance of Building Permit	Community Development Department	
116	ENV-COA UTIL-1: Pursuant to Action GM 2.2.1 Service Standards, prior to issuance of a building permit, the applicant shall secure verification from EBMUD that adequate water supplies are available to serve the project and prior to issuance of occupancy the applicant shall demonstrate that all EBMUD water efficiency requirements have been fulfilled.	Ongoing	Community Development Department	
117	ENV-COA UTIL-2: Pursuant to MM 4.12.6.2, the project shall secure a can and will serve letter demonstrating that there is sufficient sewer/water treatment and conveyance capacity prior to issuance of Certificate of Occupancy. The proposed project shall have a unique connection to the public sewer collection	Ongoing	Community Development Department	

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	system. The connection to the sewer system will require a permit from the City of Pinole, the payment of sewer user fees, and payment of a sewer connection fee prior to the issuance of building permits.			
118	ENV-COA UTIL-3: Pursuant to General Plan Action CS.8.1.3 and in accordance with current CALGreen Building Code requirements, a Construction Waste Management Plan shall be prepared and implemented during all stages of construction. The Construction Waste Management Plan shall meet the minimum requirements of the CALGreen code for residential development including but not limited to regional material sourcing (A5.405.1), Bio-based materials (A5.105.2), Reused materials (A5.405.3), and materials with a recycled content (A5.405.4).	Ongoing	Community Development Department	
119	ENV-COA UTIL-4: In accordance with CALGreen Section 4.410.2 onsite recycling shall be provided in readily accessible areas for the depositing, storage and collection of non-hazardous materials including at a minimum paper, cardboard, glass, plastics, organic waste, and metals.	Ongoing	Community Development Department	
120	ENV-COA UTIL-5: The applicant shall coordinate with Republic Services to appropriately size trash enclosures and ensure that maximum waste stream diversion occurs by providing onsite pre-sorting for recyclables and compostable organic materials.	Ongoing	Community Development Department	

*Note: Conditions of Approval beginning with "ENV" are based on the CEQA document for the project.

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PLANNING COMMISSION RESOLUTION 26-08

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE DENYING THE EXTENSION OF THE ENTITLEMENTS ADOPTED VIA RESOLUTION 24-02 FOR THE PINOLE SHORES II PROJECT (DR23-12 AND CUP23-05) LOCATED AT 850 SAN PABLO AVENUE (APN:402-230-024)

WHEREAS, John Diemer and Hector Vinas, on behalf of OneCore Global, Inc (Applicant) proposed to develop the Pinole Shores II Project; and

WHEREAS, the Project site is located at 850 San Pablo Avenue (APN 402-230-024); and

WHEREAS, the site is located in the Office Industrial Mixed Use (OIMU) District within the Service Sub-Area of the San Pablo Avenue corridor of the Three Corridors Specific Plan; and

WHEREAS, on June 10, 2024, under Resolution 24-02, the Applicant received approval of comprehensive design review (DR23-12) and a conditional use permit for wholesale distribution and parking reduction (CUP23-05), to construct one building totaling 119,228 square feet; and

WHEREAS, OneCore Global requested an extension for the entitlements that were approved on June 10, 2024; and

WHEREAS, in compliance with the California Environmental Quality Act (CEQA), the Planning Commission adopted Resolution 24-02, a Notice of Exemption w/Studies, which are hereby incorporated by reference; and

WHEREAS, no further environmental review is necessary for the project since the scope of the project has not changed or been altered since the previous adoption of the Notice of Exemption; and

WHEREAS, a notice of the public hearing to consider the proposed extension was distributed to all property owners within 300 feet of the project site, and a notice was published in the July 31, 2026, edition of the West County Times; and

WHEREAS, the Planning Commission has held a duly noticed public hearing, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pinole denies the extension of the entitlements for the Pinole Shores II development project, as contained in Planning Commission Resolution No. 24-02, and makes the following findings:

1. The original permit findings, as made in Planning Commission Resolution 24-02, cannot be made, and there has been change in circumstances;
2. The Applicant has not diligently pursued exercising the permits granted by Resolution 24-02 and an extension of those permits is not warranted.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 10th day of August 2026, by the following vote:

AYES: Bender, Huey, Lam-Julian, Martinez, Uch, and Chairperson Sandoval

NOES: Menis

ABSTAIN: None

ABSENT: None



Gabriel Sandoval, Chair 2026-2027

ATTEST:



David Hanham, Planning Manager

DRAFT

MINUTES OF THE REGULAR MEETING
PINOLE PLANNING COMMISSION

August 10, 2026

THIS MEETING WAS HELD IN A HYBRID FORMAT
BOTH IN-PERSON AND ZOOM TELECONFERENCE

A. **CALL TO ORDER:** 7:00 p.m.

B. **PLEDGE OF ALLEGIANCE**

C. **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.*

D. **ROLL CALL**

Commissioners Present: Bender, Huey, Lam-Julian*, Martinez, Menis, Vice-Chairperson Uch, and Chairperson Sandoval
*Arrived after Roll Call

Commissioners Absent: None

Staff Present: David Hanham, Planning Manager
Justin Shiu, Associate Planner

Commissioner Menis reported on his ex-parte communications to his email list about the topics on the meeting agenda.

E. **CITIZENS TO BE HEARD**

There were no comments from the public.

F. **MEETING MINUTES**

1. Planning Commission Meeting Minutes for July 13, 2026

MOTION with a Roll Call vote to approve the Planning Commission Meeting Minutes for July 13, 2026, as shown.

MOTION: Sandoval

SECONDED: Menis

APPROVED: 6-0-

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G. PUBLIC HEARINGS

1. Pinole Shores II Entitlements Extension

Planning Manager David Hanham provided a PowerPoint presentation for the Pinole Shores II Entitlements Extension. He recommended the Planning Commission conduct a public hearing and adopt Resolution 26-08, approving an extension through June 10, 2027, for entitlements adopted via Resolution 24-02 for the Pinole Shores II development project located at 850 San Pablo Avenue (APN 402-230-024).

Responding to questions from the Planning Commission, Mr. Hanham clarified the following:

- The Disposition and Development Agreement (DDA) was between the City of Pinole and GRP Shores, LLC. Once the entitlements were extended, the applicants could close on the property and complete the DDA. Staff acknowledged there had been some amendments to the DDA. Staff also clarified the DDA identified GRP Shores, LLC, (legal entity responsible for the project) while Resolution 26-08 identified OneCore Global, Inc. as the Applicant, the company doing the entitlements. (Bender)
- The DDA identified the value of the property at \$3 million plus. When the City's Redevelopment Agency closed, the City transferred all of the properties within the Redevelopment Agency into the City of Pinole. (Bender)
- The applicant had the ability to appeal the decision of the Planning Commission on the entitlement extension request to the City Council. The Planning Commission was the only governing body to consider the request to extend the entitlements. The financial aspects of the project as contained in the DDA, had been previously addressed by the City Council and the applicant. The request before the Planning Commission was only the extension of the entitlements approved in 2024. (Martinez)
- The reference to Safeway in the Analysis of Request for Extension, as outlined in the first paragraph under the same heading and as shown on Page 21 of 130 of the agenda packet, had been included in error and should be stricken. Staff acknowledged a request for the item to be delayed to allow staff the opportunity to review the staff report and make any corrections in the analysis, and also given the volume of information to be reviewed more time for the Planning Commission to digest the information. (Martinez)
- Staff reiterated the Planning Commission was not being asked to make any recommendations based on the financial impacts of the project but consider the request to extend the entitlements based on land use and compliance with the required findings. (Chairperson Sandoval)

- Acknowledged concern with the continued delays with the project, resulting in the City not getting funding, suggestion the applicant should have bumped up their timelines for the \$3 million project and acknowledged a request to slow the project down since there was a lack of clarity with the details of the DDA, such as when the City would receive payment. (Martinez)
- Again, acknowledging concerns with the continued delays with the project and other projects in the City, and concern that some of the community character and economic development elements of the General Plan had not been satisfied, as an example, there had been no discussion about a warehouse use which did not fit the area, no end-user had been identified and the balance of jobs and provision of basic goods and services was unknown. Acknowledged an inquiry whether the City was considering strategic growth in this area of Pinole, which was the last vista from the San Francisco Bay Trail and concern the City may be squandering the parcel. Acknowledged inquiries whether the City considered mixed use for the property for a community mixed use space and concern with the adequacy of time to review the volume of information related to the project before making a decision. Further acknowledged concern the General Plan policies staff outlined in the staff report may not fit the subject project and concern the City may be sacrificing community character at the expense of ensuring a pre-determined deal. (Lam-Julian)
- Reiterated the process the applicant must go through to request an extension of entitlements for one-year as outlined in the August 10, 2026 staff report and the PowerPoint presentation. (Huey)
- Clarified there was nothing in the application to request an extension of entitlements that required an applicant to identify how they would meet the new timeline. The applicant was only required to submit a written request for the extension for existing entitlements, which in this case had been approved in 2024. As noted in the staff report, the applicant was requesting the extension due to impacts from the COVID-19 pandemic, increasing construction costs, international supply chain issues and a changing retail landscape. (Huey)
- Clarified the applicant had secured a new engineer and architect who were working on plans. (Huey)
- Pursuant to Attachment A, Resolution 26-08, and as noted in the fifth WHEREAS clause, additional delays in the project had been caused by comments from the Contra Costa County Fire Protection District (CCCFPD), also known as Con Fire, as well as the replacement of the original architect and engineer for the project. If the requested extension was approved by the Planning Commission, acknowledged a request to include a detailed explanation for the delays to ensure consistency, which could be added to the referenced WHEREAS clause. (Huey)
- Confirmed the Planning Commission had been provided a corrected DDA, identified as Item G1. Supplemental Item, DDA by and between the City of Pinole and GRP Shores, LLC, dated May 9, 2022. (Menis)

- A typographical error was identified on Page 21 of 130 of the agenda packet; the last sentence of the second paragraph under Analysis of Request for Extension, which should be corrected to read: *These related impacts, as well as supply chain disruptions and/or difficulty with financing.* Clarified Con Fire had suggested some architectural changes which were not before the Planning Commission, although staff clarified the elevations would remain the same but types of materials to be used for fire protection for the interior of the building had changed. There would be no changes to the exterior of the building as part of the approved 2024 plans. (Menis)
- Attachment A, Resolution 26-08, the eighth WHEREAS clause reads: *WHEREAS, no further environmental review is necessary for the project since the scope of the project has not changed or been altered since the previous adoption of the Notice of Exemption.* Staff clarified Con Fire's request for interior changes related to fire proofing would not change the scope, property square footage, or result in changes to parking, added pavement or size of the building, and this exemption was still relevant. (Menis)
- Clarified Process and Procedures, Section 17.10.100 (C) of the Pinole Municipal Code (PMC) (2), Conditions, which reads: *The permit, as extended, may be conditioned to comply with any development standards that may have been enacted since the permit was initially approved.* Pursuant to the Environmental Justice Element from January 2026, Action EJ4.4.3, as shown on Page 52 of the Environmental Justice Element, reads: *Ensure that future improvements of a City that have an impact on the impacted community will be mitigated to a less than significant impact and will not disproportionately produce negative impacts such as an increase in pollution exposure, net loss of affordable housing or displacement of residents.* Whether there would be an increase in environmental or pollution impacts given there would be diesel trucks delivering to the site, staff clarified such impacts had been reviewed as part of the environmental review of the original project. No changes were being proposed to the original project. There were no physical changes proposed to the building or increases proposed in the use of the building. Pursuant to Section 17.10.100 (C), as written, the Planning Commission may impose additional conditions on the permit as extended that comply with any development standards that may have been enacted since the permit was initially approved. (Menis)
- Clarified Pages 13 through 15 of 67, specifically Section 4.6, Developer's Post-Closing Obligations, (1) and Section 4.9.1 "Hazardous Material" of the DDA, as defined, with staff clarifying commercial uses developed as part of the property would not nullify the restrictions in these sections, as outlined, but with staff required to provide further clarification after conferring with the City Attorney. (Menis)
- Page 21 of 67 of the DDA, Section 8.2 Holder Not Obligated to Construct, was highlighted and clarified. (Menis)

- The applicant would have to clarify whether or not they were in discussions with any tenant(s). Staff understood the applicant had been working with a couple of end-users but was unaware of the status. (Menis)
- If the request for an extension of the entitlements was granted by the Planning Commission and if the applicant did not exercise the entitlements, it was possible the property could potentially revert back to the City; but staff would have to refer to the City Attorney and the DDA for clarification. In the event the entitlements were not exercised, the entitlements would go away in 2027, and if the applicant wanted to move forward with a project, it would require the applicant to go through the entire process all over again, with new environmental reviews and the like. Clarified the applicant had already been granted two of three available extensions. In the event the Planning Commission did not agree to the extension and the applicant appealed and still nothing happened with the development the entitlement would go away. The DDA would detail what would happen if the entitlements were not incurred and actions not performed pursuant to the contract. (Vice-Chairperson Uch)
- In terms of whether or not there had been any progress to date to meet the timeline, staff was aware the applicant had hired an engineer and architect, submitted a potential schedule to staff for things to be accomplished and for building permits to be issued in 2027, although the applicant was present via Zoom to provide clarification. (Chairperson Sandoval)

PUBLIC HEARING OPENED

Hector Vinas, Manager, Pinole Shores II, representing OneCore Global, Inc., acknowledged the frustration over the timing and explained at the beginning when the applicant started to work on the property with the City of Pinole they found out through running the title that there was no access to the property. When the City took the title back from the Panattoni Development Group, it failed to obtain access from the Phase 1 property now owned by an association of condominiums. That process took over three years to negotiate an easement allowing the right to access the property.

At that time, OneCore Global Inc. started the entitlement process when the economy was different. The company went through one set of entitlements, and as they spoke with various end-users there was more interest in having one building. As a result, the entitlements were revised and the applicant went back for approvals for one building. OneCore Global Inc. was going to joint venture the project with the Rockefeller Group from New York for the one building. An agreement was signed but they ran into the issue with Con Fire and with the East Bay Municipal Utility District (EBMUD), which had conducted a computer analysis that determined under the worst conditions there was insufficient fire flow to meet the new requirements from Con Fire, which were twice as restrictive as the City requirements under which the original plans had been designed. When the project started, the City of Pinole was handling the fire requirements and somewhere in the middle of the process, Con Fire took over from Pinole. At that point, it took over a year to hire a Fire Engineer, who presented various mitigations to Con Fire that were sent back for comments, which comments were weeks in the making, ultimately taking over a year to reach a mitigation agreement with Con Fire in February 2026.

1 Mr. Vinas explained at that point Rockefeller Group purchased other properties in the Bay
2 Area and allocated their funds. The applicant did not have a tenant and OneCore Global
3 Inc. then decided to go ahead and do the project themselves, which they had done for
4 larger projects in the City of Richmond. A project schedule had been provided to City staff
5 and they hired an architect and engineer to work on the project. He also understood if the
6 request for extension of the entitlements was not granted by the Planning Commission, it
7 did not mean the DDA would be void since the applicant would still have the right to
8 resubmit for another approval and continue the process.

9
10 Commissioner Martinez asked whether the fees to be paid during the time of the three
11 years of delays had been paid by OneCore Global Inc. or incurred by the City of Pinole.

12
13 Mr. Vinas stated OneCore Global Inc. paid fees for professionals and invested over
14 \$600,000 on the project to date.

15
16 Mr. Hanham clarified, when asked, he was unaware of the costs to the City of Pinole to
17 date for the project.

18
19 Commissioner Lam-Julian understood the challenges with the current market related to
20 wholesale distribution and building supplies. She asked what the applicant would do to fill
21 the building if the entitlements were granted for the one building warehouse, particularly
22 with existing warehouses currently sitting empty in Pinole and in neighboring communities.

23
24 Mr. Vinas commented on the differences between existing older buildings that did not meet
25 the requirements of a modern/new tenant. He explained that most of the time in the
26 warehouse business tenants were looking for something that was either available or close
27 to being immediately available. OneCore Global Inc. had looked at some end-users who
28 were interested in delivery of the space in a few months but who ultimately leased space
29 in the City of Richmond. OneCore Global Inc. had been involved in the building of a
30 250,000 square foot warehouse in the City of Richmond, which had been leased to
31 Amazon three months after completion. He noted it was not unusual to build a warehouse
32 to spec and have a tenant take it at that point.

33
34 Commissioner Huey asked Mr. Vinas what would change this time around if the
35 entitlements were extended and what approach would be taken to ensure the project met
36 the timeline.

37
38 Mr. Vinas reiterated the project had not moved forward given that the fire design for the
39 project was not defined and he highlighted the types of materials required pursuant to the
40 fire codes for Types 1, 2 and 3 buildings and various subcategories. Until the applicant
41 had received the final definition from Con Fire in February/March 2026, they could not
42 move forward until they had clarification what needed to be done. Currently, they did not
43 have that obstacle since Con Fire approved the mitigation and provided specific direction
44 on how it wanted the building to be designed from a fire perspective.

45
46 Commissioner Huey commented the staff report analysis on the delays for the project had
47 been broad when there was a narrower issue that should have been addressed in the staff
48 report.

1 Commissioner Menis referenced Attachment D, Planning Response Letter received
2 March 21, 2024, Page 107 of 130 of the agenda packet, which noted: *CD-12 Page C3.02*
3 *- Should show the following: 1. The plan should show the proposed line size needed for*
4 *this project. This item was discussed and agreed that this level of detail is inappropriate*
5 *for Preliminary Design Plans, during our zoom meeting with Planning Manager on Feb.*
6 *27, 2024.* Had the information been provided correctly, he asked if the issues the applicant
7 faced with Con Fire would have been dealt with before the entitlement clock started.
8

9 Mr. Vinas clarified again the issue with Con Fire started when EBMUD changed the way
10 it calculated fire flow, which requirements had been revised after the Los Angeles fires,
11 and when EBMUD decided to use an algorithmic system of a worst-case scenario taking
12 into account multiple large fires throughout the County when water demands were high,
13 making the fire flow calculation more restrictive. Along with the changes from the City
14 code to the Con Fire code, the changes were twice as restrictive. Designing the pipe size
15 would not have changed anything since the pipes were available from EBMUD.
16

17 Commissioner Menis asked why the applicant was not able to provide updated plans to
18 the Planning Commission for review to ensure there were no changed circumstances,
19 particularly with a new engineer and architect, and his understanding now there would be
20 significant interior changes made.
21

22 Mr. Vinas clarified the exterior design, the look and feel of the building would remain the
23 same and the mechanical and structural components of the building had not changed. He
24 reiterated the delays in the project were due to the Con Fire requirements which took over
25 a year. He also noted the applicant had explored putting in additional water tanks, getting
26 EBMUD to provide an additional water main extension, and there were a lot of different
27 options that could have changed the building but they had not gone much further than
28 that. The plans would remain the same with some minor exceptions. The elevations
29 would remain the same. Additional plans could be provided fairly quickly, but he was
30 unaware that revised plans needed to be provided.
31

32 Commissioner Menis asked about the likelihood the applicant could pull building permits
33 by the end of the extension since this was the last extension that could be granted if
34 approved by the Planning Commission.
35

36 Mr. Vinas stated he did not expect any additional hurdles, but there was some work that
37 remained to be done on the main road, the bus stop may need to change and was under
38 a different jurisdiction and there were things that were not 100 percent under the
39 applicant's or the City's control. He emphasized the City had been helpful in dealing with
40 Con Fire, and suggested they had a 75 to 80 percent chance to meet the target timeline
41 with the goal of meeting it 100 percent.
42

43 Chairperson Sandoval asked about the prospective tenants the applicant had been in
44 discussions for the building.
45

46 Mr. Vinas reiterated they had spoken with a couple of tenants but had nothing promising
47 currently. Again, two tenants had seriously looked at the property but the timing was the
48 greatest issue and one tenant involved laundry service for hospitals and the other was an
49 auto parts supplier.
50

1 PUBLIC HEARING CLOSED

2
3 Commissioner Bender referenced Page 32 of the DDA which was signed by the applicant
4 and a number of City officials past and present. He stated he was not concerned with the
5 legality of the document, which staff confirmed had been recorded.
6

7 Commissioner Bender sympathized with the hurdles the applicant had to go through. As
8 a retired architect, he was aware fire departments could slow a project, were oftentimes
9 non-responsive and oftentimes a Fire Protection Engineer was required as a consultant.
10 He stated he had voted against the project in the second go around and had been more
11 comfortable when it had been a two-building scenario due to the potential diesel pollution
12 and large trucks the facility was designed for (18-wheelers), which would further
13 deteriorate San Pablo Avenue. He heard nothing at this time to change his mind. He
14 added the Environmental Justice Element had identified the most impacted
15 neighborhoods as those located immediately west of the facility. As part of the prior review
16 of the project, some analysis had been provided about pollution and sources of pollution,
17 and he found it strange it had identified I-80 and not San Pablo Avenue, which was a relief
18 valve for I-80. He remained bothered by the project for those reasons and pointed out
19 construction costs were not going down but would continue to increase. Also, there was
20 a lot of warehouse distribution space in the City of Richmond sitting empty, with two
21 buildings built within the last two years, with little traffic, and other spaces had become
22 available. While the proposed building may be different than those buildings since it would
23 sit higher, he remained concerned with the impacts, particularly diesel trucks on City
24 streets.
25

26 Commissioner Martinez remained concerned with the continual delays and revenue not
27 being realized by the City. He could not in good conscience provide another extension for
28 the project. He suggested if the Project Manager for the project knew entitlements were
29 about to go away he should have had the best engineer and architect teams mandated
30 via contracts to deliver by the timelines. The applicant had requested extensions since
31 2019, without putting 50 or 75 percent down. He would like to know whether the City had
32 received any money for the project and emphasized the City of Pinole was facing a
33 significant cost to repair its roads, with San Pablo Avenue a difficult road to drive. If the
34 applicant could not bring in the revenue and stick to the deadlines, he could not approve
35 another extension. He added he had been a member of the Planning Commission in 2024
36 when the last extension was requested, and based on the financial standpoint, it made it
37 difficult for him to support an extension.
38

39 Commissioner Lam-Julian, also a member of the Planning Commission in 2024, was
40 frustrated the parcel would be a warehouse since it was one of the last pieces of land the
41 City had to do something with. While the design was beautiful and acknowledging the
42 reasons for the delay, as a community member and looking at the parcel, which was close
43 to the San Francisco Bay Trail and could be a mixed use other than a warehouse, she did
44 not want to see the City miss out on building something for the community and something
45 that brought revenue to the City.
46

47 Commissioner Lam-Julian reported she had spoken to members of the community who
48 lived near the area and who were not excited about this project.
49

1 Many were working members of the community who were challenged to participate and
2 provide public comment. Commissioner Lam-Julian was not comfortable with the project
3 or approving another extension and would like to see the City think outside the box and
4 consider other options.

5
6 Commissioner Huey shared Commissioner Bender's concerns with the potential
7 environmental and health impacts. The project had already been entitled when she joined
8 the Planning Commission and she had a hard time understanding the factors at play for
9 the request for an extension the third time around. She suggested the Planning
10 Commission consider a progress report request or check in since the last extension was
11 approved, which should be mandated when an applicant reached a third extension
12 request. While she understood the concerns with the project and was sympathetic to the
13 reasons for delays, at this time she could go one way or another for the project.

14
15 Commissioner Menis asked whether it would be possible to place a condition on the
16 project based on Environmental Justice Actions, EJ 2.4.9, EJ 2.4.6 and EJ 4.4.3. He
17 asked if a condition could be structured to limit the number of diesel trucks or to prohibit
18 the use of diesel trucks and require the use of light or electric trucks, while also allowing
19 the project to remain financially feasible and remain within the one-year time line.

20
21 Mr. Hanham confirmed if that was something the Planning Commission wanted to do, staff
22 could craft new conditions and the application could be continued. Staff could also get
23 more information on the DDA and possibly have the City Attorney present to provide
24 clarification. The item could be continued to a date certain and since the applicant had
25 applied for the extension prior to the expiration date, it would not impact the project until
26 the Planning Commission took final action. He confirmed whether the project was
27 continued or not the deadline for the entitlements remained June 10, 2027.

28
29 Vice-Chairperson Uch recalled when he first joined the Planning Commission, he was
30 pleased to see the City was seeing some Light Industrial development, but now and over
31 time and hearing the feedback from other Commissioners, the warehouse industry was
32 challenged, jobs were not well-paying blue-collar jobs and there were concerns with
33 impacts as a result of the current federal Administration, with most warehouses/offices
34 sitting empty. Even if the use was an active use, there were pollution issues and
35 technology was not there yet for medium or heavy trucks, which raised other issues. He
36 also recognized the City's crumbling infrastructure. Even if the entitlements were
37 extended, there was no guarantee the project would happen and there could be other
38 opportunities. He would like to see the City have a more diverse economy, not just
39 warehouse spaces, and possibly Light Industrial uses with some sort of manufacturing.
40 He had no confidence in the project given the testimony.

41
42 Chairperson Sandoval concurred that the project had been inherited and he was not happy
43 with another warehouse in the City. He also recognized Contra Costa County was
44 experiencing an empty warehouse problem. He would like to have confidence a good
45 tenant would activate the space, but was not entirely confident it would be quickly filled
46 and the project may not be able to be completed. He also shared the concerns with the
47 environmental impacts, and impacts to the City's roads from large diesel trucks. He
48 suggested there would be few community benefits beyond a warehouse and suggested
49 the community deserved better. He would like to see something else and could not
50 support the item.

Commissioner Menis offered a motion, seconded by Commissioner Huey to continue Pinole Shores II Entitlements Extension to the next meeting of the Planning Commission.

MOTION to continue Pinole Shores II Entitlements Extension to the next meeting of the Planning Commission.

MOTION: Menis

SECONDED: Huey

FAILED: 2-5

NOES: Martinez, Lam-Julian, Bender, Uch, Sandoval

Chairperson Sandoval referenced Page 21 of 130 of the agenda packet, 4. Process and Procedures, Section 17.10.100 of the PMC, 3. Permit Findings, which stated: *The extension may be granted only when the designated approving authority finds that the original permit findings can be made and there are no changed circumstances or there has been diligent pursuit to exercise the permit that warrants such an extension.* In his opinion, the finding had not been met.

Commissioner Menis also spoke to the same finding, and asked whether staff was of the opinion the applicant had been in *diligent pursuit to exercise the permit that warrants such an extension.*

Mr. Hanham noted staff had recommended approval of the entitlement extension and found that the applicant had met the finding.

Chairperson Sandoval pointed out the Planning Commission as the approving body may reject the staff recommendation.

Commissioner Huey asked for clarification if the Planning Commission rejected the entitlement extension and the decision of the Planning Commission was appealed to the City Council. She asked if the City Council approved the request whether that would mean the Planning Commission may not impose additional conditions.

Mr. Hanham confirmed if the Planning Commission rejected the entitlement extension and the decision of the Planning Commission was appealed to the City Council and the City Council approved the request; the project would not come back to the Planning Commission for additional consideration or conditions.

Commissioner Huey asked the Planning Commission to consider potential conditions that could be forwarded to the City Council for consideration in the event the request was denied and the decision was appealed to the City Council.

Commissioner Menis asked the Planning Commission to consider conditions now that could be imposed on the project.

Mr. Hanham clarified the only time additional conditions would come into play was if the Planning Commission voted in favor of the entitlement extension. He added that in the event the Planning Commission denied the entitlement extension and the decision was appealed to the City Council, the City Council would have the final say whether to add conditions or not and whether to approve or deny the request. It was possible the City Council may decide to send the project back to the Planning Commission to reconsider the project, and in that case additional conditions could be added at that time.

1 Regardless, the City Council would be provided copies of the Planning Commission
2 meeting minutes, copies of the Planning Commission staff report and any documentation
3 if the decision of the Planning Commission was appealed.
4

5 Commissioner Huey asked whether the Commission wanted to consider any additional
6 conditions that could be forwarded to the City Council for consideration in the event of an
7 appeal and to provide the City Council with a record of the discussion.
8

9 Commissioner Menis stated he would have preferred a continuance to draft conditions,
10 but would recommend a new condition based on the Environmental Justice Elements,
11 previously identified, that would bar the use of diesel trucks to the property.
12

13 Mr. Hanham understood Commissioner Menis sought a condition where the project shall
14 not allow for diesel fuel trucks to be used in the process of delivery of products to and from
15 the establishment based on the Environmental Justice Elements actions previously
16 identified as Environmental Justice Actions, EJ 2.4.9, EJ 2.4.6 and EJ 4.4.3.
17

18 Commissioner Bender suggested doing that would, in effect, mirror what West County had
19 done in the City of Richmond, when Richmond citizens had an uproar over distribution
20 centers and when there was a moratorium for a time. In that case, the County drafted
21 new regulations to stipulate that any new distribution centers had to have the electrical
22 infrastructure installed, not just conduit stub ups and the like, and have the wiring in place.
23 If this project was approved, only the conduits and stub ups would be installed for future
24 electrical hookup.
25

26 Commissioner Martinez commented he had not had the opportunity to read the entire
27 documentation provided for the item and would have to do that, but needed to understand
28 how the money would flow. Since the initial approval of the project, he was unsure whether
29 the City had been paid any fees for the project. Having watched the City's Capital
30 Improvement Program (CIP) over the years, there was not a large volume of money from
31 Pinole Shores II. He asked City staff to provide a clear understanding of the timeline of
32 payment for the project. If the City was not paid until the end and nothing happened with
33 the project, the City could get nothing other than some limited fees. He again would like
34 a better understanding of the DDA and the money.
35

36 Chairperson Sandoval suggested the Planning Commission should not be considering the
37 financial aspects of the project but the land use perspective and whether the extension
38 was warranted.
39

40 Mr. Hanham suggested if the Planning Commission wanted more information or time to
41 review all of the documents, he would recommend the item be continued to the next
42 regularly scheduled meeting. If the item were continued, the public hearing would not
43 have to be re-noticed.
44

45 Commissioner Bender otherwise commented it was not unusual to have delays in projects.
46 The biggest delays were City reversals, changes and wanting to add things, with
47 negotiations ongoing. Also, if the financing was not available the project could not
48 proceed, which impacted the commercial world in terms of securing tenants. He added
49 that a few months ago he checked the County website and learned the subject property
50 was still City property.

1 Mr. Hanham confirmed the property was still City property at this point.

2
3 Chairperson Sandoval respected the recommendation from staff to continue the item, but
4 respectfully disagreed and offered a motion to deny Resolution 26-08, as the Planning
5 Commission found *there had not been diligent pursuit to exercise the permit and the*
6 *extension was not warranted.*

7
8 **MOTION** to deny Planning Commission Resolution 26-08, a Resolution of the Planning
9 Commission of the City of Pinole Approving an Extension Until June 10, 2027 of the
10 Entitlements Adopted Via Resolution 24-02 for the Pinole Shores II Project (DR 23-12 and
11 CUP 23-05) Located at 850 San Pablo Avenue (APN 402-230-024), as the Planning
12 Commission found there had not been diligent pursuit to exercise the permit and the
13 extension was not warranted.

14
15 **MOTION: Sandoval**

SECONDED: Martinez

APPROVED: 6-

16 **1**

17 **NOES: Menis**

18
19 Chairperson Sandoval identified the 10-day appeal process of a decision of the Planning
20 Commission in writing to the City Clerk.

21
22 **H. OLD BUSINESS:** None

23
24 **I. NEW BUSINESS:** None

25
26 **J. CITY PLANNER'S/COMMISSIONER'S REPORT**

27
28 Mr. Hanham provided the following updates:

- 29
30
 - The former Kmart building had been demolished with fencing to be installed.
 - 31
 - 32 • Staff continued to work with the developers of the Appian 80 Shopping Center.
 - 33
 - 34 • Staff continued to work on potential entitlements for Pinole Vista.
 - 35
 - 36 • Staff continued to implement Housing Element policy programs, and;
 - 37
 - 38 • The City website now included a Geographic Information System (GIS) Zoning Map
 - 39 for residents to obtain information about their property zoning designations.
 - 40

41 Mr. Hanham further reported he submitted a Letter of Resignation to the City of Pinole and
42 his last day would be September 3, 2026. He was moving on to the City of Lodi as its
43 Community Development Director. He expressed his appreciation to the current and former
44 Planning Commissions, recognized and appreciated everyone's work on City policies and
45 procedures and highlighted some of the many projects approved by the Planning
46 Commission during his tenure with the City of Pinole. He wished everyone the best.

47
48 Commissioner Menis expressed his gratitude to Mr. Hanham for all of his work with the
49 Planning Commission and stated he would be missed.

1
2 Commissioner Huey expressed her appreciation to Mr. Hanham for his follow-up, ability to
3 seek questions and answers and the ability to attend Planning Academies with Planning
4 Commissioners. She was confident their paths would cross again.
5

6 Commissioner Martinez also thanked Mr. Hanham for his service to the City of Pinole under
7 whose guidance the City had been able to obtain funds for reinvestment and future
8 development. He recognized Mr. Hanham and the hard work of his team.
9

10 Commissioner Lam-Julian further thanked Mr. Hanham for making everything digestible,
11 recognized his kindness and compassion and helping her to think things through and be
12 better when reviewing projects. She also recognized his accessibility and understanding
13 about the background of projects and helping her to see the vision for the future. She too
14 recognized the importance of the Planning Academies.
15

16 Vice-Chairperson Uch thanked Mr. Hanham for all of his work for the City of Pinole, his
17 accessibility and willingness to work with him as a new Planning Commissioner and stated
18 his guidance, work commitment and service to the City was inspiring.
19

20 Commissioner Bender congratulated Mr. Hanham on his next endeavor and thanked him for
21 his tenure with the City. He also recognized that during Mr. Hanham's tenure, the Planning
22 Commission had not seen anything as ugly as the Gateway West/East Project (Sprouts),
23 acknowledging that things had improved. As a former member of the Design Review Board
24 (DRB) and past member of the Planning Commission when the Gateway Project, which had
25 originally included Safeway, had been proposed, that project was one of the reasons he left
26 the Planning Commission at that time. While he had no regrets, that was a far better-looking
27 project than what had ultimately been built on Pinole Valley Road, which he suggested was
28 overscale. He thanked Mr. Hanham for allowing developers and architects to be able to do
29 what they were doing, and wished him the best of luck.
30

31 Chairperson Sandoval also wished Mr. Hanham well on his next endeavor, recognized his
32 service to the City, with the City having grown beautifully under his leadership with 600 new
33 units. He too recognized Mr. Hanham held developers and people to a higher standard,
34 which had benefitted the community. He also recognized Mr. Hanham had been extremely
35 gracious to the Planning Commission, allowing it to develop. He wished him the best of luck
36 in the City of Lodi.
37

38 Mr. Hanham thanked the Planning Commission for the kind comments.
39

40 Commissioner Bender referenced the installation of the flood lighting on the old bank building,
41 which had conduit sticking out of the building, and naked light bulbs, serving as the flood
42 lights and asked if the work was permitted. He understood the lighting was to be shielded
43 and discreet.
44

45 Mr. Hanham understood some lighting was required consistent with the building, but he
46 would have to check the Conditions of Approval for the project since he understood nothing
47 was to be attached to the building. If the lighting was not allowed, code enforcement may be
48 needed.
49

50 **K. COMMUNICATIONS**

Commissioner Menis reported that upcoming community events included: a general food produce distribution this date at the Senior Center; Senior Food Distribution from 10:00 to 11:00 a.m. at the Senior Center on August 11, 2026; and backpack distribution for Pinole students at the Alex Clark Room in the Public Safety Building, on August 13, 2026 from 2:00 to 5:00 p.m. sponsored by the Pinole Police Department (PPD). He reported on the rate of COVID-19 in the community which had increased, and in the state as a whole as of August 1, 2026, at a moderate level and more locally locations ranged from moderate to very high. While rates continued to rise, he encouraged people to wear masks indoors and if levels continued to rise further wear masks outdoors.

L. CITIZENS TO BE HEARD (Continued from Item E)

Open only to members of the public who did not speak under the first Citizens to be Heard Agenda Item. The public may address the Planning Commission on items that were within its jurisdiction and not otherwise listed on the agenda. Planning Commissioners may discuss the matter brought to their attention, but by State law (Ralph M. Brown Act), action must be deferred to a future meeting. Time allowed: four (4) minutes each.

Anthony Vossbrink expressed his disappointment with the current City Council. He was unsure who would run for election in November 2026 and hoped for new Council members. He was also disappointed Mr. Hanham was leaving the City of Pinole and asked if it was because of the new City Manager or the possible changing of the guard of the current City Council. He asked whether assistance could be provided to residents when communicating with Caltrans either via telephone or writing letters as related to the lights along San Pablo Avenue, Pinole Valley Road or over the I-80 interchange, which had been out for months if not years, and weed abatement. He asked why the City could not designate a staff member to be in touch with Caltrans and the public to get some of those issues resolved and asked for clarification of the boundary lines between the City of Pinole and Caltrans.

Mr. Vossbrink also reported on the volume of debris behind the Pinole Library and suggested the City and the County should be jointly responsible for cleanup, with assistance from the Pinole Garden Club and Friends of Pinole Creek Watershed. The property had been in this condition for over a year, and while he understood the County was responsible, the area was a potential fire hazard. He also questioned why the Pinole Library improvements only included the HVAC system, new roof and Americans with Disabilities Act (ADA) improvements, and not re-pavement of the parking lot, which was full of potholes, or repair of the narrow driveway ingress/egress.

Chairperson Sandoval reminded the speaker the Planning Commission had reduced the time period for Citizens to be Heard from five to four minutes. As to the issues with Caltrans, he noted that was a Public Works Department issue.

Mr. Hanham clarified that most of the boundaries were the cyclone fences, which were the indicators of where the right-of-way (ROW) ended and the City limit started; everything below the highway bridges was Caltrans property, with the City usually having easements to allow maintenance under the bridge areas, and the fences off of Pinole Valley Road were the indicators of the Caltrans and City of Pinole ROWs.

Commissioner Menis understood Mr. Hanham was moving to a new endeavor to be closer to home, which would also include a reduction in his commute.

1
2 Mr. Hanham clarified this was an opportunity that had presented itself from a personal and
3 professional standpoint, and the commute did play into it. He enjoyed working with the City
4 of Pinole and all Community Development Department staff. He recognized there was no
5 one on the current Planning Commission who had been on the Planning Commission when
6 he first started with the City, but which was exciting and he hoped would continue, since the
7 Planning Commission as a unit did good work. He again wished everyone the best of luck.
8

9 **M. NEXT MEETING**

10
11 1. Planning Commission Regular Meeting on September 14, 2026 at 7:00 p.m.
12

13 **N. ADJOURNMENT: 9:28 p.m.**

14
15 Transcribed by:

16
17 Sherri D. Lewis
18 Transcriber

APPEAL SUPPORT PACKAGE

*Cover Letter & Public Testimony Script
Appeal of Planning Commission Denial of Entitlement Extension
Pinole Shores II (830-848 San Pablo Avenue)*

APPLICANT / APPELLANT:

GRP Shores, LLC

PROJECT ENTITLEMENTS:

Design Review (DR 23-01), Conditional Use Permit (CUP 23-03 / 23-05)

DATE OF SUBMISSION:

August 20, 2026

GRP SHORES, LLC
c/o Legal Department & Development Team
2350 N. University Dr. #848300
Pembroke Pines, Florida 33084

August 20, 2026

VIA WRITTEN SUBMISSION & HAND-DELIVERY

Office of the City Clerk
City of Pinole
2131 Pear Street
Pinole, CA 94564

**SUBJECT: NOTICE OF APPEAL OF PLANNING COMMISSION RESOLUTION 26-08
(DENIAL OF ENTITLEMENT EXTENSION – PINOLE SHORES II PROJECT, 830-848 SAN
PABLO AVENUE; APN 402-230-024)**

Dear City Clerk and Honorable Members of the City Council:

Pursuant to the Pinole Municipal Code (PMC) and the California Planning and Zoning Law, GRP Shores, LLC ("Appellant") hereby submits this Notice of Appeal and formal Appeal Petition to challenge the Planning Commission's August 10, 2026, decision. Through Resolution 26-08, the Planning Commission denied Appellant's timely request for a one-year extension of the land-use entitlements approved on June 10, 2024, via Resolution 24-02.

As detailed in the accompanying Appeal Petition, the Planning Commission's denial constitutes a prejudicial abuse of discretion and a reversible error of law. The Commission's decision was largely predicated on issues entirely outside of its regulatory jurisdiction under PMC Section 17.10.100—specifically, an inquiry into the financial terms of the executed Disposition and Development Agreement (DDA) between GRP Shores, LLC and the City of Pinole, which is an administrative contract governed exclusively by the City Council.

Furthermore, individual Commissioners attempted to retroactively impose an unconstitutional and legally preempted operational condition banning diesel trucks from the site. This attempt is entirely preempted by federal and state law (the Clean Air Act and California Air Resources Board regulations) and represents a constructive revocation of the wholesale distribution use permit (CUP 23-03 / 23-05) previously approved by the City. The administrative delays that necessitated this extension request were directly caused by working out complex, technical fire-safety engineering modifications requested by the Contra Costa County Fire Protection District ("Confire"), coupled with key consultant retirements. This represents classic legal justification for a standard time extension.

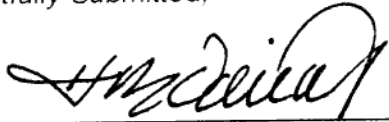
GRP Shores, LLC remains in full compliance with its contractual obligations under the active DDA, has paid all required deposits, and maintains an active Community Workforce and

Training Agreement (CWTA) in support of local labor. We respectfully request that the City Council schedule a public hearing on this matter, reverse the Planning Commission's unlawful denial, and approve the one-year entitlement extension through June 10, 2027, as recommended by the City's own Planning Staff.

Enclosed Supporting Materials for the Administrative Record:

- Completed and Signed City of Pinole Appeal Application Form
- Required Appeal Filing Fee and Deposit (\$500 Application Fee + \$2,500 Initial Deposit)
- Formal Appeal Petition Statement of Grounds (Comprehensive Legal & Factual Memorandum)
- Disposition and Development Agreement (DDA) by and between GRP Shores, LLC and the City of Pinole (dated May 9, 2022)
- Planning Commission Resolution 24-02 and Approved Conditions of Approval (COAs) for the Pinole Shores II Project (dated June 10, 2024)
- Certified CEQA Subsequent Initial Study / Negative Declaration (IS/ND) and associated Technical Appendices
- Executed Community Workforce and Training Agreement (CWTA) for the Pinole Shores II Project
- Official Transcript and Minutes of the August 10, 2026, Planning Commission Hearing

Respectfully Submitted,



GRP Shores, LLC

Authorized Representative / Legal Counsel

NOTICE OF APPEAL TO THE CITY COUNCIL

TO: The Honorable Mayor and Members of the City Council, City of Pinole

FROM: GRP Shores, LLC (Developer / Land Contract Purchaser)

DATE: August 20, 2026

SUBJECT: Appeal of the Planning Commission's August 10, 2026 Denial of an Entitlement Extension for the Pinole Shores II Development Project (CUP 23-03 / 23-05 & DR 23-03)

LOCATION: 830-848 San Pablo Avenue, Pinole, CA (APN 402-230-024)

I. Executive Summary

GRP Shores, LLC ("Appellant" or "Developer") respectfully submits this Notice of Appeal to the City Council of the City of Pinole, appealing the Planning Commission's August 10, 2026, decision denying a one-year extension of the entitlements for the Pinole Shores II project. The project—a high-quality, 121,000 square-foot light-industrial and wholesale distribution building designed to revitalize a long-blighted, former auto-wrecking yard—was fully approved by the Planning Commission on June 10, 2024, via Resolution 24-02. This extension request was filed in full compliance with Pinole Municipal Code ("PMC") Section 17.10.100 and was strongly supported by the City's Planning Division staff.

In denying the extension, the Planning Commission committed reversible legal errors, exceeded its jurisdiction, and abused its discretion. Rather than reviewing the application under the narrow, objective land-use criteria mandated by PMC Section 17.10.100.C, individual Commissioners improperly focused on: (1) questioning the financial terms and payment schedules of the underlying Disposition and Development Agreement ("DDA"), a binding contract approved solely by the City Council; (2) attempting to retroactively impose a "no diesel trucks" condition that is preempted by federal and state law, and which constructively nullifies the approved land use; and (3) a minor clerical error in the staff report regarding Safeway that had no bearing on the project. Accordingly, Appellant requests that the City Council reverse the Planning Commission's denial and approve the extension through June 10, 2027, to allow this major, labor-supported development to proceed.

II. Factual and Procedural Background

1. A. Site History & DDA:

The subject property consists of approximately 7.37 acres of City-owned land at 830-848 San Pablo Avenue. For decades, the site operated as an auto-wrecking yard, leaving behind severe environmental blight. In April 2005, the City of Pinole Redevelopment Agency approved a DDA to transform this blighted parcel. Following several historic development iterations, GRP Shores, LLC and the City executed a final, binding DDA dated May 9, 2022, establishing a purchase price of \$3,075,000. Under the terms of the DDA, the close of escrow is conditioned upon GRP Shores

securing all necessary entitlements and building permits. GRP Shores remains in full compliance with the DDA, having paid all required deposits, and the contract remains in full force and effect.

2. B. Entitlement Approval (June 2024):

On June 10, 2024, the Planning Commission adopted Resolution 24-02, which approved a Conditional Use Permit (CUP 23-03 / 23-05), comprehensive Design Review (DR 23-03), and a parcel map for a single 121,000 square-foot warehouse and wholesale distribution building. The approvals included certified California Environmental Quality Act ("CEQA") Subsequent Initial Study / Negative Declaration ("IS/ND") findings. The entitlements were granted with a standard two-year expiration window, requiring the Developer to secure a building permit (exercise the entitlements) by June 2026.

3. C. Diligent Pursuit & Delays with Outside Agencies:

Immediately following approval, the Developer engaged in highly technical, diligent design work to secure construction permits. However, the project encountered substantial administrative delays beyond its control, specifically during the plan check and code-reconciliation process with the Contra Costa County Fire Protection District ("Confire"). Confire's extensive requirements regarding the building's fire-sprinkler, hydrants, and access systems necessitated massive internal structural and architectural redesigns. Mid-process, the Developer's principal architects and engineers retired, forcing the Developer to source and retain an entirely new design team to re-draft technical construction documents. These challenges were compounded by supply chain disruptions and escalating construction costs.

4. D. Extension Application & Staff Support:

In strict accordance with PMC Section 17.10.100.C, GRP Shores filed a timely entitlement extension application on May 8, 2026—more than 30 days prior to the expiration date. In its staff report for the August 10, 2026 meeting, the Planning Division strongly supported the one-year extension, drafting Resolution 26-08. Planning staff explicitly found that GRP Shores had diligently pursued the project, that the delays were common and justified, and that no land-use circumstances had changed.

5. E. The August 10, 2026 Planning Commission Hearing:

At the public hearing, the Planning Commission digressed from standard land-use analysis. Multiple Commissioners launched inquiries into the financial wisdom and payment schedule of the underlying DDA—fearing that permitting delays would stall the City's receipt of the \$3 million purchase price. Despite Planning Manager David Hannum's repeated admonitions that the DDA was a legislative contract approved by the City Council and that the Commission lacked the authority to review or alter its terms, individual Commissioners refused to proceed. Additionally, a Commissioner attempted to utilize the newly adopted Environmental Justice ("EJ") Element (passed in January 2026) to impose a retroactive condition completely banning diesel trucks from accessing the wholesale distribution site. Based on these extra-jurisdictional and legally preempted issues, the Commission voted to deny the extension.

III. Grounds for Appeal

Ground I: The Planning Commission Exceeded Its Jurisdiction by Reviewing and Basing its Denial on the Contractual and Financial Terms of the City Council-Approved DDA

The Planning Commission's primary justification for denying the extension was its objection to the underlying transactional timelines and payment schedules set forth in the DDA. Commissioner Martinez repeatedly questioned the financial structure of the deal, asserting that 'every year that's delayed... means another year we're not getting funding' and declaring, 'I'm not sure the rest of my peers up here have had the same amount of time to review exactly what we're approving because it's not just the approval of an extension. It's also an approval of whatever those timelines were given for that payment schedule.'

This line of inquiry and subsequent denial represents a fundamental and prejudicial error of law:

- **Ultra Vires Contract Review:** The DDA is a binding, legislative contract executed between GRP Shores, LLC and the City of Pinole on May 9, 2022. Under California Government Code and the Pinole Charter, the City Council is the sole legislative body authorized to contract on behalf of the City, dispose of municipal property, and establish real estate pricing. The Planning Commission is an administrative, advisory body whose charter is strictly limited to land use, zoning, design review, and CEQA compliance. The Commission possesses zero authority to review, renegotiate, interpret, or enforce municipal real estate contracts.
- **Failure to Separate Police Power from Contractual Rights:** Planning Manager David Hannum correctly and repeatedly warned the Commission: 'If the question is regarding the financial aspect... that was basically hammered out between the city council and the applicant... you guys are responsible for the land use, the zoning, the entitlements... and not necessarily the agreement. The planning commission does not have authority to do that.' By ignoring staff and basing its denial on the contractual payment timelines, the Planning Commission acted ultra vires, violating the separation of powers established in the Pinole Municipal Code.

Ground II: The Attempt to Retroactively Impose a "No Diesel Trucks" Condition is Legally Preempted by Federal and State Law, Arbitrary, and Lacks Substantial Evidence

During the hearing, Commissioner Mendes introduced the newly enacted Environmental Justice (EJ) Element (adopted in January 2026) and suggested that under PMC Section 17.10.100.C.2, the Commission could condition the extension on a total ban of diesel trucks accessing the site. This proposed condition is completely unlawful and represents an abuse of discretion:

- **Federal and State Preemption:** Under the Federal Clean Air Act and California Air Resources Board (CARB) regulations, local municipal boards are strictly preempted from establishing vehicle emission standards, regulating tailpipe emissions, or banning classes of commercially licensed, state-compliant vehicles from public roads and private commercial facilities. The Planning Commission lacks the constitutional and statutory authority to ban diesel trucks.
- **Constructive Revocation of the Approved CUP:** The Planning Commission approved a CUP in June 2024 specifically authorizing a 121,000 square-foot 'wholesale distribution' facility. By definition, a regional wholesale distribution warehouse cannot operate without logistics and commercial truck

deliveries. Imposing a complete diesel truck ban is a constructive revocation of the approved land use itself, violating GRP Shores' vested rights under its active entitlements and the DDA, which contractually obligates the City to cooperate in the development of the warehouse.

- **Conflict with Certified CEQA Record:** The certified CEQA Subsequent IS/ND for the project explicitly analyzed the environmental impacts of heavy heavy-duty diesel trucks (HHDTs) utilizing the site (projecting approximately 100 daily truck trips). The CEQA document concluded that with the extensive mitigation measures already incorporated as Conditions of Approval—specifically COA AQ-2 (construction diesel filters) and COA NOI-3 (restricting operational hours to 7:00 AM–7:00 PM and limiting idling to 5 minutes)—the air quality, noise, and health risks would remain less than significant. The administrative record contains no substantial evidence showing a new or increased environmental impact. The Commission cannot use an extension application as a back-door mechanism to re-litigate a certified CEQA document.

Ground III: GRP Shores, LLC Met All Statutory Requirements for an Extension under PMC Section 17.10.100, Demonstrating Extraordinary "Diligent Pursuit"

Under PMC Section 17.10.100.C, an extension of entitlements must be granted if the reviewing authority finds that: (1) the original permit findings can still be made; (2) there are no changed land-use circumstances; and (3) there has been a diligent pursuit to exercise the permit.

The Developer overwhelmingly satisfied all three criteria, and the Commission's contrary finding is completely unsupported by the evidence:

- **Consistent Findings & Circumstances:** As confirmed by the Planning Division staff report, the physical, zoning, and General Plan characteristics of the site remain completely unchanged since June 2024. The site is zoned OIMU (Office Industrial Mixed Use) and is designed for industrial/wholesale employment. The original CUP and Design Review findings remain fully valid.
- **Undisputed Evidence of Diligent Pursuit:** The record shows GRP Shores has spent hundreds of thousands of dollars on architectural and civil engineering and has paid all City deposits. The two-year delay in obtaining building permits was directly caused by: (a) navigating highly complex, technical fire-safety and water-pressure requirements with Confire; and (b) the retirement of their primary architects and engineers mid-project, which legally and logistically forced GRP Shores to bring on a new engineering firm to re-draft construction drawings. Planning Manager David Hannum explicitly verified these facts to the Commission, stating that such administrative delays with regulatory agencies are very common and represent 'diligent pursuit.' The Commission's disregard of these undisputed facts constitutes a prejudicial abuse of discretion.

Ground IV: Minor Clerical Errors in the Staff Report Regarding "Safeway" Do Not Provide Valid Legal Grounds to Deny Entitlements

Commissioner Martinez highlighted a minor clerical error on Page 21 of the staff report, which mistakenly referenced negotiations with 'Safeway' due to a copy-paste error by staff from an unrelated file. Commissioner Martinez argued that the hearing should be delayed or denied because 'it appears that staff will also need time to re-review and correct the analysis... we need to slow this down.' Planning Manager Hannum clarified that this was a simple administrative error that had no bearing on the substance of the Pinole Shores II project.

Under well-settled California administrative law, minor clerical errors in staff reports that do not prejudice public notice or substantive review must be corrected administratively. They cannot be used by a public body as a pretextual, substantive legal basis to deny or delay a property owner's active real estate entitlements.

Support of Local Labor and CWTA Compliance

Furthermore, GRP Shores, LLC has executed and is in full compliance with a Community Workforce and Training Agreement ("CWTA"). This agreement guarantees that the construction of Pinole Shores II will utilize local union labor, supporting the community's economy and ensuring high construction standards. The Planning Commission's arbitrary denial directly harms local union workers who are prepared to begin work on the project once building permits are issued.

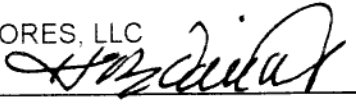
IV. Conclusion and Requested Relief

For the reasons set forth above, GRP Shores, LLC respectfully requests that the City Council of the City of Pinole:

1. Reverse the Planning Commission's August 10, 2026, decision denying the entitlement extension.
2. Adopt a resolution approving a one-year extension of the entitlements granted under Resolution 24-02 (CUP 23-03 / 23-05 and DR 23-03), extending the expiration date to June 10, 2027.
3. Confirm that the Planning Commission lacks jurisdiction to alter or review the financial and land-disposition terms of the City Council-approved DDA.
4. Strike any proposed conditions regarding diesel truck bans.

Respectfully Submitted,

GRP SHORES, LLC

By:  AS MANAGER

Title: Authorized Representative

GRP Shores, LLC

*Appeal of Planning Commission Denial of Entitlement Extension
Pinole Shores II Project (830-848 San Pablo Avenue; APN 402-230-024)*

APPLICANT / APPELLANT:	GRP Shores, LLC, a California limited liability company
PROJECT ENTITLEMENTS:	Design Review (DR 23-12), Conditional Use Permit (CUP 23-05), and Parcel Map (approved via Resolution 24-02)
DATE OF HEARING:	September 15, 2026

September 8, 2026

VIA E-MAIL

Office of the City Clerk
City of Pinole
2131 Pear Street
Pinole, CA 94564

SUBJECT: NOTICE OF APPEAL OF PLANNING COMMISSION RESOLUTION 26-08 (DENIAL OF ENTITLEMENT EXTENSION -- PINOLE SHORES II PROJECT, 830-848 SAN PABLO AVENUE; APN 402-230-024)

Dear City Clerk and Honorable Members of the City Council:

Pursuant to the Pinole Municipal Code (PMC) and the California Planning and Zoning Law, GRP Shores, LLC ("Appellant") hereby submits this Notice of Amended Appeal and formal Amended Appeal Petition to challenge the Planning Commission's August 10, 2026, decision. Through Resolution 26-08, the Planning Commission denied Appellant's timely request for a one-year extension of the land-use entitlements approved on June 10, 2024, via Resolution 24-02.

As detailed in the accompanying Amended Appeal Petition, the Planning Commission's denial constitutes a prejudicial abuse of discretion and a reversible error of law. The Commission's decision was largely predicated on issues entirely outside of its regulatory jurisdiction under PMC Section 17.10.100—specifically, an inquiry into the financial terms of the executed Disposition and Development Agreement (DDA) between GRP Shores, LLC and the City of Pinole, which is an administrative contract governed exclusively by the City Council. Furthermore, individual Commissioners improperly attempted to utilize an extension application to retroactively impose an unconstitutional and legally preempted

operational condition banning diesel trucks from the site, in direct conflict with federal law, CARB regulations, and the project's certified CEQA record. The administrative delays that necessitated this extension request were directly caused by working out complex, technical fire-safety engineering modifications requested by the Contra Costa County Fire Protection District ("Confire"), coupled with the untimely retirement of key consultants. This provides legal justification for a standard time extension.

Crucially, GRP Shores' entitlements are legally tolled as a matter of law. Under the California Subdivision Map Act (Government Code Sections 66452.6(b)(1) and 66463.5(f)), the expiration of the approved Parcel Map is tolled during a regulatory 'development moratorium' caused by delays in obtaining approvals from outside public agencies like Confire. The tolling period runs from the date of final entitlement approval on June 24, 2024, through the Fire Department's official approval of the AMMR on August 12, 2025. This represents exactly 414 days of regulatory delay, which legally extends the baseline entitlements to August 12, 2027 by operation of state law. Furthermore, under DDA Section 11.2, the City is contractually obligated to toll all performance milestones and entitlement dates during an 'enforced delay' resulting from the acts or inactions of third-party public entities like Confire. To deny the extension and claim the permits have expired represents a direct breach of contract and a violation of GRP Shores' contractual vested rights.

GRP Shores, LLC remains in full compliance with its contractual obligations under the active DDA, has paid all required deposits, and maintains an active Community Workforce and Training Agreement (CWTA) in support of local labor. We respectfully request that the City Council schedule a public hearing on this matter, reverse the Planning Commission's unlawful denial, and approve the one-year entitlement extension through June 10, 2027, as recommended by the City's own Planning Staff.

Enclosed Supporting Materials for the Administrative Record:

- Completed and Signed City of Pinole Appeal Application Form (previously submitted)
- Required Appeal Filing Fee and Deposit (\$500 Application Fee + \$2,500 Initial Deposit)(previously submitted)
- Formal Amended Appeal Petition Statement of Grounds (Comprehensive Legal & Factual Memorandum)
- Disposition and Development Agreement (DDA) by and between GRP Shores, LLC and the City of Pinole (dated May 9, 2022)
- Executed Community Workforce and Training Agreement (CWTA) for the Pinole Shores II Project

Respectfully Submitted,

GRP Shores, LLC

By: 

Title: Manager, GRP Shores, LLC

SEPTEMBER 08, 2026 AMENDED NOTICE OF APPEAL AND STATEMENT OF GROUNDS

*Appeal of Planning Commission Denial of Entitlement Extension
Pinole Shores II Project (830-848 San Pablo Avenue; APN 402-230-024)*

APPELLANT / DEVELOPER:	GRP Shores, LLC, a California limited liability company
PROJECT SITE & LOCATION:	830-848 San Pablo Avenue, Pinole, CA (APN 402-230-024)
PROJECT ENTITLEMENTS:	Conditional Use Permit (CUP 23-05), Design Review (DR 23-12), and Parcel Map (approved via Resolution 24-02)
DATE OF HEARING / DENIAL:	August 10, 2026 (Planning Commission Resolution 26-08)

I. Executive Summary

GRP Shores, LLC ("Appellant" or "Developer") respectfully submits this Amended Notice of Appeal and formal Appeal Petition to the City Council of the City of Pinole, challenging the Planning Commission's August 10, 2026, decision. Through Resolution 26-08, the Planning Commission denied Appellant's timely request for a standard, one-year extension of the land-use entitlements approved on June 24, 2024, via Resolution 24-02. The project—a high-quality, 121,000-square-foot light-industrial and wholesale distribution building designed to revitalize a long-blighted, former auto-wrecking yard—was strongly supported and recommended for approval by the City's own Planning Division staff.

In denying the extension, the Planning Commission committed multiple reversible errors of law, exceeded its jurisdiction, and abused its discretion. Rather than reviewing the application under the narrow, objective land-use criteria mandated by Pinole Municipal Code ("PMC") Section 17.10.100.C, individual Commissioners improperly based their votes on: (1) an ultra vires review and questioning of the financial terms of the executed Disposition and Development Agreement ("DDA"), which is a binding contract governed exclusively by the City Council; (2) an attempt to retroactively impose an unconstitutional and legally preempted operational condition banning diesel trucks from the site, which would constructively nullify the approved land use; (3) a minor clerical typo in the staff report regarding Safeway that has no bearing on the project; and (4) a total failure to recognize the statutory and contractual tolling rights mandated by the California Subdivision Map Act and DDA Section 11.2.

Crucially, this Amended Petition demonstrates that by right of both California statutory law and City contract, GRP Shores' entitlements are legally tolled and have not expired. The extensive, 414-day delay

in obtaining building permits was caused entirely by working with the Contra Costa County Fire Protection District ("Confire") to reconcile complex fire-sprinkler layouts. Under Government Code Sections 66452.6 and 66463.5, this regulatory review constitutes a statutory 'development moratorium' that tolls the expiration clock. Furthermore, because the City is a direct contracting party to the DDA, the City has a proprietary duty of cooperation and a covenant of good faith and fair dealing. Under established California case law, the City is contractually obligated to toll the development schedule and is estopped from retroactively revoking or denying GRP Shores' entitlements. GRP Shores remains in complete contractual compliance, has paid all required deposits, and maintains an active Community Workforce and Training Agreement (CWTA) in support of local union labor. Appellant respectfully requests that the City Council reverse the Planning Commission's unlawful denial, confirm that the project is legally tolled, and grant the extension through June 24, 2027.

II. Factual and Procedural Background

A. Site History and the DDA: The subject property consists of approximately 7.37 acres of City-owned land at 830-848 San Pablo Avenue. For decades, the site operated as an auto-wrecking yard, leaving behind severe environmental soil contamination. In April 2005, the City's Redevelopment Agency approved a DDA to transform this blighted parcel with a another developer that developed Phase I of the project. Following several development iterations, GRP Shores, LLC and the City executed a final, binding DDA dated May 9, 2022, establishing a purchase price of \$3,075,000. Under the terms of the DDA, the close of escrow is conditioned upon GRP Shores securing all necessary entitlements and building permits. GRP Shores remains in full compliance with the DDA, having paid all required deposits, and the contract remains in full force and effect.

B. Entitlement Approval (June 24, 2024): On June 24, 2024, the Planning Commission adopted Resolution 24-02, which approved a Conditional Use Permit (CUP 23-05), comprehensive Design Review (DR 23-12), and a Parcel Map for a single 121,000-square-foot warehouse and wholesale distribution building. The approvals included certified California Environmental Quality Act ("CEQA") Subsequent Initial Study / Negative Declaration ("IS/ND") findings. The entitlements were granted with a standard two-year expiration window, requiring the Developer to secure a building permit (exercise the entitlements) by June 24, 2026 (with the baseline clock officially established by Planning Commission approval of the entitlements on June 24, 2024).

C. Diligent Pursuit and Delays with Outside Agencies: Immediately following approval, the Developer engaged in highly technical, diligent design work to secure construction permits. However, the project encountered substantial administrative delays beyond its control, specifically during the plan check and code-reconciliation process with Confire regarding a deficiency in the public water supply. To resolve this, the Developer's engineering team spent 414 days coordinating an Alternate Means and Methods Request (AMMR) with Confire to establish code equivalency via upgraded non-combustible construction and advanced Early Suppression Fast Response (ESFR) sprinklers. The AMMR was officially approved by the Fire Marshal on August 12, 2025. These technical revisions coincided with the retirement of the Developer's primary architects and engineers, forcing the Developer to source and retain an entirely new

design team to re-draft construction drawings. The consultant transition compounded an already-existing agency-driven redesign process and required the Developer to retain a replacement professional team to continue addressing Confire's outstanding requirements.

D. Extension Application and Staff Support: In strict accordance with PMC Section 17.10.100.C, GRP Shores filed a timely entitlement extension application on May 8, 2026—more than 30 days prior to the expiration date. In its staff report for the August 10, 2026 meeting, the Planning Division strongly supported the one-year extension, drafting Resolution 26-08. Planning staff explicitly found that GRP Shores had diligently pursued the project, that the delays were common and justified, and that no land-use circumstances had changed.

E. The August 10, 2026 Planning Commission Hearing: At the public hearing, the Planning Commission digressed from standard land-use analysis. Multiple Commissioners launched inquiries into the financial wisdom and payment schedule of the underlying DDA—fearing that permitting delays would stall the City's receipt of the \$3.075 million purchase price. Despite Planning Manager David Hannum's repeated admonitions that the DDA was a legislative contract approved by the City Council and that the Commission lacked the authority to review or alter its terms, individual Commissioners refused to proceed. Additionally, a Commissioner attempted to utilize the newly adopted Environmental Justice ("EJ") Element (passed in January 2026) to impose a retroactive condition completely banning diesel trucks from accessing the wholesale distribution site. Based on these extra-jurisdictional and legally preempted issues, the Commission voted to deny the extension.

III. Grounds for Appeal

Ground I: The Planning Commission Exceeded Its Jurisdiction by Reviewing and Basing its Denial on the Contractual and Financial Terms of the City Council-Approved DDA

The Planning Commission's primary justification for denying the extension was its objection to the underlying transactional timelines and payment schedules set forth in the DDA. Commissioner Martinez repeatedly questioned the financial structure of the deal, asserting that 'every year that's delayed... means another year we're not getting funding' and declaring, 'I'm not sure the rest of my peers up here have had the same amount of time to review exactly what we're approving because it's not just the approval of an extension. It's also an approval of whatever those timelines were given for that payment schedule.'

This line of inquiry and subsequent denial represents a fundamental and prejudicial error of law:

- **Ultra Vires Contract Review:** The DDA is a binding, legislative contract executed between GRP Shores, LLC and the City of Pinole on May 9, 2022. Under California Government Code and the Pinole Charter, the City Council is the sole legislative body authorized to contract on behalf of the City, dispose of municipal property, and establish real estate pricing. The Planning Commission is an administrative, advisory body whose charter is strictly limited to land use, zoning, design review, and CEQA compliance.

The Commission does not have authority to review, renegotiate, interpret, or enforce municipal real estate contracts.

- **Failure to Separate Police Power from Contractual Rights:** Planning Manager David Hanham correctly and repeatedly warned the Commission: 'If the question is regarding the financial aspect... that was basically hammered out between the city council and the applicant... you guys are responsible for the land use, the zoning, the entitlements... and not necessarily the agreement. The planning commission does not have authority to do that.' By ignoring staff and basing its denial on the contractual payment timelines, the Planning Commission acted ultra vires, violating the separation of powers established in the Pinole Municipal Code.

Ground II: The Attempt to Retroactively Impose a "No Diesel Trucks" Condition is Legally Preempted by Federal and State Law, Arbitrary, and Lacks Substantial Evidence

During the hearing, a Commissioner introduced the newly enacted Environmental Justice (EJ) Element (adopted in January 2026) and suggested that under PMC Section 17.10.100.C.2, the Commission could condition the extension on a total ban of diesel trucks accessing the site. This proposed condition is completely unlawful and represents an abuse of discretion:

- **Federal and State Preemption:** Under the Federal Clean Air Act and California Air Resources Board (CARB) regulations, local municipal boards are strictly preempted from establishing vehicle emission standards, regulating tailpipe emissions, or banning classes of commercially licensed, state-compliant vehicles from public roads and private commercial facilities. The Planning Commission lacks the constitutional and statutory authority to ban diesel trucks.

- **Constructive Revocation of the Approved CUP:** The Planning Commission approved a CUP in June 2024 specifically authorizing a 121,000-square-foot 'wholesale distribution' facility. By definition, a regional wholesale distribution warehouse cannot operate without logistics and commercial truck deliveries. Imposing a complete diesel truck ban is a constructive revocation of the approved land use itself, violating GRP Shores' vested rights under its active entitlements and the DDA, which contractually obligates the City to cooperate in the development of the warehouse.

- **Conflict with Certified CEQA Record:** The certified CEQA Subsequent IS/ND for the project explicitly analyzed the environmental impacts of heavy heavy-duty diesel trucks (HHDTs) utilizing the site (projecting approximately 100 daily truck trips). The CEQA document concluded that with the extensive mitigation measures already incorporated as Conditions of Approval—specifically COA AQ-2 (construction diesel filters) and COA NOI-3 (restricting operational hours to 7:00 AM–7:00 PM and limiting idling to 5 minutes)—the air quality, noise, and health risks would remain less than significant. The administrative record contains no substantial evidence showing a new or increased environmental impact. The Commission cannot use an extension application as a back-door mechanism to re-litigate a certified CEQA document.

Ground III: GRP Shores, LLC Met All Statutory Requirements for an Extension under PMC Section 17.10.100, Demonstrating Extraordinary "Diligent Pursuit"

Under PMC Section 17.10.100.C, an extension of entitlements must be granted if the reviewing authority finds that: (1) the original permit findings can still be made; (2) there are no changed land-use circumstances; and (3) there has been a diligent pursuit to exercise the permit. The Developer overwhelmingly satisfied all three criteria, and the Commission's contrary finding is completely unsupported by the evidence:

- **Consistent Findings & Circumstances:** As confirmed by the Planning Division staff report, the physical, zoning, and General Plan characteristics of the site remain completely unchanged since June 2024. The site is zoned OIMU (Office Industrial Mixed Use) and is designed for industrial/wholesale employment. The original CUP and Design Review findings remain fully valid.

- **Undisputed Evidence of Diligent Pursuit:** The record shows GRP Shores has spent over six hundred thousand dollars on architectural and civil engineering and has paid all City deposits and fees. The two-year delay in obtaining building permits was directly caused by navigating highly complex, technical fire-safety and water-pressure requirements with Confire, which required extensive redesign of sprinkler and access layouts. This coincided with the retirement of their primary consultants, forcing GRP Shores to bring on a new engineering firm to re-draft construction drawings. Planning Manager David Hanham explicitly verified these facts to the Commission, stating that such administrative delays with regulatory agencies are very common and represent 'diligent pursuit.' The Commission's disregard of these undisputed facts constitutes a prejudicial abuse of discretion.

Ground IV: Under California Law, GRP Shores is Entitled to Statutory and Contractual Tolling of the Entitlement Expiration Clock Due to Regulatory Delays by Other Public Agencies

In addition to the standard discretionary extension, California land-use law and the project's contract explicitly provide for "tolling" (suspension of the expiration clock) during periods of delay caused by third-party regulatory agencies. The Planning Commission's failure to recognize these tolling mechanisms constitutes an error of law:

- **Statutory Tolling Under the Subdivision Map Act:** GRP Shores has an approved Parcel Map (Resolution 24-02), which was approved concurrently with the CUP and Design Review. Under the California Subdivision Map Act (Government Code Sections 66452.6(b)(1) and 66463.5(f)), the expiration of a subdivision map is automatically tolled for the duration of a "development moratorium," up to five years. Section 66452.6(f) explicitly defines a development moratorium to include the period during which a development project is prevented or delayed because of the actions, inactions, or conditions of "other public, state, or federal agencies having regulatory authority over the project."

- **The Confire AMMR Delay Timeline:** The Contra Costa County Fire Protection District is a separate public agency possessing exclusive regulatory authority over fire code compliance. The regulatory delay caused by Confire's plan check and AMMR review (FD Permit #2025000305) directly prevented and delayed GRP Shores from satisfying the conditions of approval necessary to secure building permits and

record the final map. This statutory tolling period ran from the date of the final baseline entitlement approval on June 24, 2024, through the Fire Department's official approval of the AMMR on August 12, 2025. This represents a period of exactly 414 days of regulatory delay. Under Government Code Sections 66452.6 and 66463.5, this 414-day pause must be added to the two-year entitlement period, extending the baseline entitlements to August 12, 2027 by operation of state law. Consequently, the entitlements have not expired and remain fully active and valid.

- **Tolling of Associated Discretionary Permits:** Under established California judicial precedent, when discretionary permits (such as a Conditional Use Permit or Design Review) are approved concurrently with and are dependent upon a subdivision map, the expiration of those discretionary permits is tolled concurrently with the map. This is a standard land-use principle necessary to prevent the unintended result of a map remaining valid under state law while the underlying permits required to satisfy map conditions are allowed to expire.

- **Contractual Tolling Under DDA Section 11.2:** The executed Disposition and Development Agreement (DDA) between the City of Pinole and GRP Shores, LLC contains a mandatory tolling provision. Section 11.2 ("Enforced Delay: Extension of Times of Performance") contractually extends and tolls all performance timelines, milestone schedules, and permit expiration dates during any period of delay caused by "acts or failures to act of any public or governmental agency or entity" (excluding the City itself) of which the City was notified in writing. Confire's 414-day regulatory review of the sprinkler and safety layouts falls squarely within this definition. The City is contractually bound to toll GRP Shores' entitlement clock for the duration of this enforced delay. To deny the extension and claim the permits have expired is a direct breach of DDA Section 11.2.

Ground V: The City is Contractually Obligated Under the Binding DDA to Cooperate and Grant the Time Extension, and Denying the Extension Breaches the DDA and Violates GRP Shores' Contractual Vested Rights

Beyond statutory land-use standards, the City of Pinole is contractually bound to cooperate with GRP Shores under the executed, active DDA dated May 9, 2022. The Planning Commission's denial represents a direct breach of this agreement and a violation of the developer's contractual vested rights:

- **Proprietary Capacity and the Duty of Good Faith and Fair Dealing:** When a municipality enters into a proprietary development contract (such as a DDA for the sale and development of land), it acts in its business and proprietary capacity and is bound by the same rules of contract law as a private party, including the implied covenant of good faith and fair dealing (*Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes* (2011) 191 Cal.App.4th 435; *Stephens v. City of Vista* (9th Cir. 1993) 994 F.2d 650). The City cannot utilize its administrative land-use procedures (the entitlement extension) as a backdoor mechanism to unilaterally escape its contractual obligations or frustrate GRP Shores' ability to satisfy the contract's conditions precedent.

- **The Contractual Duty of Cooperation:** The DDA contractually obligates the City to sell the property to GRP Shores for \$3,075,000 once entitlements and building permits are secured. By executing this contract, the City assumed an express and implied duty to cooperate with GRP Shores in obtaining those

permits. Refusing to extend the entitlements to accommodate regulatory delays by Confire constitutes a direct breach of this duty of cooperation and acts as a constructive breach of the contract itself.

- **Promissory Estoppel and Equitable Vesting:** GRP Shores has acted in complete good faith, paid all required City deposits and fees, and expended hundreds of thousands of dollars on architectural, civil, and environmental engineering in direct reliance on the City's proprietary promises in the DDA and the subsequent June 2024 entitlement approvals. Under the doctrine of promissory estoppel, the City is equitably estopped from retroactively revoking or denying GRP Shores' rights, as doing so would cause severe, unjust, and actionable financial harm.

- **Bilateral Protections:** The DDA is a bilateral contract designed to protect both parties. From the City's perspective, the DDA protects its municipal and proprietary interests by securing the sale of a blighted property and bringing jobs to the community under the active CWTA. Denying the extension frustrates the contract's conditions precedent, depriving the City of \$3,075,000 in land sale revenue and long-term tax generation, representing a lose-lose outcome for all parties.

Ground VI: Minor Clerical Errors in the Staff Report Regarding "Safeway" Do Not Provide Valid Legal Grounds to Deny Entitlements

Commissioner Martinez highlighted a minor clerical error on Page 21 of the staff report, which mistakenly referenced negotiations with 'Safeway' due to a copy-paste error by staff from an unrelated file. Commissioner Martinez argued that the hearing should be delayed or denied because 'it appears that staff will also need time to re-review and correct the analysis... we need to slow this down.' Planning Manager Hannum clarified that this was a simple administrative error that had no bearing on the substance of the Pinole Shores II project.

Under well-settled California administrative law, minor clerical errors in staff reports that do not prejudice public notice or substantive review must be corrected administratively. They cannot be used by a public body as a pretextual, substantive legal basis to deny or delay a property owner's active real estate entitlements.

Support of Local Labor and CWTA Compliance

Furthermore, GRP Shores, LLC has executed and is in full compliance with a Community Workforce and Training Agreement ("CWTA"). This agreement guarantees that the construction of Pinole Shores II will utilize local union labor, supporting the community's economy and ensuring high construction standards. The Planning Commission's arbitrary denial directly harms local union workers who are prepared to begin work on the project once building permits are issued.

IV. Conclusion and Requested Relief

For the reasons set forth above, GRP Shores, LLC respectfully requests that the City Council of the City of Pinole:

1. Reverse the Planning Commission's August 10, 2026, decision denying the entitlement extension.

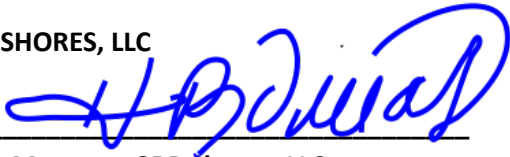
2. Confirm that GRP Shores is legally entitled to statutory tolling under California Government Code Sections 66452.6 and 66463.5, and contractual tolling under DDA Section 11.2, resulting in a tolling period of 414 days (running from June 24, 2024, to August 12, 2025) and extending the project's baseline expiration date to August 12, 2027 by operation of law and contract.
3. Adopt a resolution approving a one-year extension of the entitlements granted under Resolution 24-02 (CUP 23-05 and DR 23-12), extending the expiration date to year passed the Tolling date to August 12, 2028.
4. Confirm that the Planning Commission lacks jurisdiction to alter or review the financial and land-disposition terms of the City Council-approved DDA, and that the City is contractually obligated to cooperate with the developer under the covenant of good faith and fair dealing.
5. Strike any proposed conditions regarding diesel truck bans, finding that such conditions are preempted by federal and state law and represent an unlawful encroachment on vested project approvals.

Respectfully Submitted,

GRP SHORES, LLC

By: _____

Title: Manager, GRP Shores, LLC

A handwritten signature in blue ink, appearing to be "H. B. Shaw", is written over a horizontal line.

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF PINOLE

and

GRP SHORES, LLC

Dated May⁹ ___, 2022

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of May⁹ __, 2022 (the “**Effective Date**”) by and between the City of Pinole, a California municipal corporation (the “**City**”) and GRP Shores, LLC, a California limited liability company (the “**Developer**”). City and Developer are collectively referred to herein as the “**Parties**.”

RECITALS

A. City is the owner of certain property located on San Pablo Avenue in the City known as County Assessor’s Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020-8 and 402-230-022 (the “**Property**”), as more particularly described in **Exhibit A** attached hereto, and as diagrammed in **Exhibit B** attached hereto.

B. The Property was transferred to the City from the Successor Agency to the Community Redevelopment Agency for the City of Pinole (“**Successor Agency**”) pursuant to the long-range property management plan (“**Property Management Plan**”) adopted by the Successor Agency and approved by the California Department of Finance on November 20, 2015 pursuant to California Health and Safety Code Section 34191.5.

C. On May 28, 2019, the City and General Realty CE LLC executed an Exclusive Negotiating Agreement (the “**ENA**”) to negotiate the terms and conditions of disposition agreements for the Property.

D. Developer is the successor in interest to General Realty CE, LLC.

E. Developer desires to purchase the Property and proposes to construct two buildings approximately sized 80,461 and 37,482 square feet each to hold various light industrial businesses, offices, e-commerce businesses and research and development businesses, as generally diagrammed as in **Exhibit C** attached hereto (the “**Project**”).

F. City had an appraisal done on the Property by Denton Valuation which valued the Property in its “as-is” condition at Three Million Seventy-Five Thousand Dollars (\$3,075,000) (the “**Purchase Price**”).

G. The Pinole Shores Owner’s Association (the “**Association**”) owns the property located adjacent to the Property, known as Assessor’s Parcel Number 402-390-021-2 (the “**Association Property**”), which provides access to San Pablo Avenue.

H. The City is in the process of negotiating a reciprocal easement agreement (the “**REA**”) with the Association, in order (i) to ensure continued access through the Association Property to the Property for the City and for all future owners of the Property, and (ii) to ensure legal access through the Property for the Association and its agents, employees, and contractors in order for the Association to have access to the stormwater facility located on the Property.

I. As a part of the negotiation of the REA, the City and the Association have agreed to hire an appraiser to conduct a third appraisal (the “**Third Appraisal**”) in order to determine the purchase value of the REA, which has delayed the execution of the REA.

J. As set forth in this Agreement, Developer will reimburse the City for the cost to purchase the easement benefitting the Property conferred by the REA and (iii) the cost of the Third Appraisal (the “**Appraisal Reimbursement**”).

K. Disposition of the Property is subject to completion of the required analysis of the environmental effects that may be caused by the Project, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*, hereinafter “**CEQA**”).

L. The Property is subject to that certain Covenant and Environmental Restriction on Property recorded December 17, 2002 as document 2002-0482270-00 in the official records of Contra Costa County, a copy of which is attached hereto as **Exhibit D** (the “**Environmental Covenant**”).

M. On December 8, 2021, Developer submitted its application for the Project (the “**Application**”) to the Planning Department of the City.

N. The Parties desire to enter into this Agreement in order to ensure that the Developer has the right to purchase the Property prior to Developer expending additional funds on pre-development costs and entitlement costs for development of the Property.

O. This Agreement sets forth the understanding of the Parties with respect to the conveyance and development the Property. The City Council has determined that the disposition and development of the Property pursuant to this Agreement will be of benefit to the community and to the taxing entities that will share in the Purchase Price and the property taxes assessed against the Property.

P. Upon satisfaction of the conditions precedent set forth in this Agreement and subject to the terms and conditions set forth in this Agreement the City will convey the Property to Developer.

Q. A material inducement to City to enter into this Agreement is the agreement by Developer to develop the Project within the time periods specified herein and in subject to and accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to take such actions and complete such work subject to and in accordance with such provisions and within such time periods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I DEFINITIONS, EXHIBITS, INCORPORATIONS

1.1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

“Appraisal Reimbursement” is defined in Recital J

“Association Property” is defined in Recital G.

“City Council” means the City Council of the City of Pinole.

“City Manager” means the City Manager of the City of Pinole.

“Claims” is defined in Section 4.1.

“Closing Date” or “Close of Escrow” shall be the date that escrow closes for conveyance of the Property to Developer.

“Conditions of Approval” is defined in Section 5.3.

“Deposit” is defined in 3.2.3.

“Environmental Laws” is defined in Section 4.9.2.

“Grant Deed” is defined in Section 3.5.1.

“Hazardous Material” is defined in Section 4.9.1.

“Indemnitees” is defined in Section 4.1.

“Official Records” means the Official Records of Contra Costa County.

“Permitted Exceptions” is defined in Section 3.3.1.

“Project” is defined in Recital E.

“Property” is defined in Recital A.

“Property Management Plan” is defined in Recital B.

“Successor Agency” is defined in Recital B.

“Title Policy” is defined in Section 3.4.2.

“Transfer” is defined in Section 7.2.

1.2. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement by this reference:

- A Legal Description of Property
- B Diagram of Property
- C Diagram of Project
- D Covenant and Environmental Restriction on Property
- E Form of Grant Deed

1.3. 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.

ARTICLE II REPRESENTATIONS; EFFECTIVE DATE; PROJECT SCOPE

2.1. Developer's Representations and Warranties. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(i) Authority. Developer is a limited liability company, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer under this Agreement and all other documents and instruments to be executed and delivered by Developer pursuant to this Agreement. The execution, performance and delivery of this Agreement and all other documents and instruments to be executed and delivered by Developer pursuant to this Agreement have been duly authorized by all requisite actions. The persons acting on behalf of Developer to execute this Agreement and all other documents and instruments to be executed by Developer pursuant to this Agreement have been duly authorized to do so. This Agreement constitutes, and when executed, all other documents and instruments to be executed by Developer pursuant to this Agreement will constitute, valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(ii) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement and the documents and instruments to be executed by Developer pursuant to this Agreement, will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or, to Developer's knowledge, has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(iv) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Developer contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder.

2.2. City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Developer that the statements below in this Section 2.2 are each true and correct as of the Closing Date provided however, if to City's actual knowledge any such statement becomes untrue prior to Closing, City will notify Developer in writing and Developer will have three (3) business days thereafter to determine if Developer wishes to proceed with Closing..

(i) Authority. City is a municipal corporation, lawfully formed, in existence and in good standing under the laws of the State of California. City 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 City, and upon delivery to and execution by Developer is a valid and binding agreement of City.

(ii) Encumbrances. The City 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 in the Preliminary Report. City 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.

(iii) Other Agreements. There are no agreements, leases or liens affecting the Property except those which have been disclosed in writing by City. There are no agreements which will be binding on the Developer or the Property after the Close of Escrow other than the Environmental Covenant.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Developer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive Close of Escrow or the expiration or termination of this Agreement and shall not be deemed merged into the deed upon Close of Escrow.

2.3. Scope of Development. The Project will include the construction of two buildings approximately sized 80,461 and 37,482 square feet each to hold various light industrial businesses, offices, e-commerce businesses or research and development businesses. The Parties agree that the square footage of the buildings will be determined during the entitlement period.

2.4. Design Review; Conditions of Approval. Developer agrees that subject to its acquisition of the Property in accordance with the terms and conditions of this Agreement, it will develop the Project in accordance with the requirements resulting from City's review its Application and all Conditions of Approval adopted by City for the Project.

ARTICLE III

DISPOSITION OF THE PROPERTY; CONDITIONS PRECEDENT TO CLOSING

3.1. Purchase and Sale of Property.

3.1.1. Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, City agrees to sell the Property to Developer, and Developer hereby agrees to acquire the Property from City.

3.1.2. Purchase Price. The purchase price to be paid by Developer to City for the Property is Three Million Seventy-Five Thousand Dollars and No/100 (\$3,075,000) (the “**Purchase Price**”).

3.1.3. Payment of Purchase Price. The Purchase Price will be paid in immediately available funds to Developer at Closing (defined below).

3.2. Escrow.

3.2.1. Escrow Account. Developer has opened an interest-bearing escrow account (the “**Escrow**”) maintained by Old Republic Title Company as Escrow No. 0147025845-DJ, located at 1000 Burnett Ave., Suite 400, Concord, CA 94520, Attn: Donna Jones (the “**Escrow Holder**”), with interest accruing to the benefit of Developer. Escrow Holder shall perform all escrow and title services in connection with this Agreement..

3.2.2. 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.**”

3.2.3. Developer's Deposit. Upon Opening of Escrow, the Developer shall deposit One Hundred Thousand Dollars and No/100 (\$100,000.00) into Escrow (the “**Deposit**”). If Developer requests an extension to the Due Diligence Contingency Period as provided in Section 3.3.2, and has not provided written notice to City terminating this Agreement in accordance with Section 3.3.3, then Developer shall deposit Twenty-Five Thousand Dollars (\$25,000) for each extension request, which sum will be added to the Deposit. The Deposit is non-refundable after the Due Diligence Contingency Period has expired but applicable to the Purchase Price at Closing. In the event Developer does not approve Due Diligence on or before the expiration of the Due Diligence Contingency Period, Developer's deposit shall be immediately returned to Developer.

3.3. Due Diligence and Property Disclosure Requirements.

3.3.1. Condition of Title/Preliminary Title Report. Within fourteen days of Opening of Escrow, Escrow Holder will deliver a Preliminary Title Report for the Property (the “**Preliminary Report**”) to Developer and City. Developer will review the Preliminary Report and approve all of the following exceptions to title, (the “**Permitted Exceptions**”): (a) standard printed exceptions in the Preliminary Report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; (c) any exceptions approved in writing by Developer.

3.3.2. Due Diligence Contingency Period. Developer will have one hundred twenty (120) days from the Effective Date (the “**Due Diligence Contingency Period**”) to complete physical inspections of the Property and due diligence related to the purchase of the Property. Developer may extend the Due Diligence Contingency Period by thirty (30) days upon written notice to City not less than two (2) days prior to the end of the Due Diligence Contingency Period and deposit of the additional funds required for extension, as set forth in Section 3.2.3. Notwithstanding the foregoing, Developer may only extend the Due Diligence Contingency Period two (2) times. City shall provide to Developer 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 City has in its possession not later than five (5) days following the Effective Date. All physical inspections must be coordinated with City’s representative. Developer hereby agrees to indemnify and hold City harmless for any damage to the Property caused (but not merely revealed) by Developer’s inspections.

3.3.3. Satisfaction of Due Diligence Contingency. Developer shall have the right, in its sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period and receive a refund of Developer’s Deposit. Developer hereby agrees to provide written notice to City prior to the expiration of the Due Diligence Contingency Period if Developer disapproves any due diligence items. Upon provision of such notice to City, this Agreement will terminate, and all amounts deposited by Developer into escrow, together with interest thereon, if any, will be returned to Developer, and neither Party will have any further rights or obligations hereunder except those which expressly survive the termination of this Agreement. If Developer fails to notify City in writing of its approval of its due diligence on or before the expiration of the Due Diligence Contingency Period, it will be conclusively presumed that Developer has disapproved due diligence and this Agreement shall terminate.

3.3.4. 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 City to provide certain disclosures regarding natural hazards affecting the Property.

3.4. Closing Date, Conditions to Closing.

3.4.1. Closing Date. The closing (the “**Closing**” or “**Close of Escrow**”) will occur no later than thirty (30) days from the expiration of the Due Diligence Contingency Period and any extended periods and the satisfaction of all of City’s Conditions to Closing and Developers Conditions to Closing, or such other date that the Parties agree in writing (the “**Closing Date**”).

3.4.2. Developer’s Conditions to Closing. Developer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Developer's written waiver thereof (in Developer’s sole discretion) on or before the Closing Date:

- (a) Developer has approved the condition of the Property;
- (b) City has entered into the REA with the Association, in a form approved by Developer, to ensure access by Developer to the Property through the Association Property and the REA is recorded in the Official Records prior to or concurrently with Closing;
- (c) City has performed all obligations to be performed by City pursuant to this Agreement. In addition, the City agrees that it shall not delay or withhold performance of its obligations;
- (c) City's representations and warranties herein are true and correct in all material respects as of the Closing Date;
- (d) The Title Company is irrevocably committed to issue an ALTA Extended Owner's Policy of Title Insurance to Developer, effective as of the Closing Date, subject only to the Permitted Exceptions, insuring title to Developer in the full amount of the Purchase Price, together with such endorsements as are requested by Developer including, without limitation, (1) ALTA 17-06 (Direct Access and Entry); (2) ALTA 8.2-06 (Commercial Environmental Protection Lien); (3) ALTA 18.1-06 (Multiple Tax Parcel); (4) 19-06 (Continuity of Parcels); (5) ALTA 17.2-06 (Utility Access); (6) ALTA 22-06 (Location); (7) ALTA 28.1-06 (Encroachments – Boundaries and Easements); (8) ALTA 25-06 (Same as Survey); (9) ALTA 26 (Subdivision); (10) Deletion of Arbitration; and (11) ALTA 39-06 (Policy Authentication) (the “**Title Policy**”);
- (e) CEQA has been completed; and
- (f) Developer has received all necessary entitlements and a building permit from the City to construct the Project.

3.4.3. City’s Conditions to Closing. The Close of Escrow and City's obligation to sell and convey the Property to Developer are subject to the satisfaction of the following conditions or City's written waiver (in City’s sole discretion) of such conditions on or before the Closing Date:

(a) Developer has performed all obligations to be performed by Developer pursuant to this Agreement before the Closing Date;

(b) Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(c) CEQA has been completed;

(d) Developer has received all necessary entitlements and a building permit from the City to construct the Project; and

(d) City has received all other approvals necessary for construction of the Project.

3.4.4. Conveyance of Title. City will deliver marketable fee simple title to Developer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by City to Developer in an "as is" condition, with no warranty, express or implied, by City 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 below and by state and federal law); provided, however, that the foregoing shall not relieve City from disclosure of any such conditions of which City has actual knowledge.

3.5. Deposits into Escrow.

3.5.1. Deliveries by City. City shall deposit into the Escrow for delivery to Developer at Closing: (i) the REA, if not already recorded, (ii) a grant deed substantially in the form of **Exhibit E** hereto (the "Grant Deed"); (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"); and (iv) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131.

3.5.2. Deliveries by Developer. No less than one (1) business day prior to the Close of Escrow, Developer shall deposit into escrow immediately available funds in the amount, which together with the Deposit plus interest thereon, if any, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the Appraisal Reimbursement; (iii) all escrow fees and recording fees and Closing Costs (defined below); and (iv) the cost of the Title Policy.

3.6. Closing; Closing Costs.

3.6.1. Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed; (ii) disburse to City the Purchase Price and the Appraisal Reimbursement; (iii) deliver to Developer the Non-Foreign Affidavit, the California Certificate and the original recorded Grant Deed; (iv) pay any commissions and other expenses payable through escrow; and (v) distribute to itself the payment of escrow fees and expenses required hereunder.

3.6.2. Closing Costs. Each party will pay one-half of escrow fees and recording fees. Developer will pay title insurance and title report costs. Developer will pay all governmental conveyance fees and all transfer taxes and pro-rated property taxes (the “**Closing Costs**”). Developer will pay all broker fees, if any.

3.6.3. Pro-Rations. At the Close of Escrow, the Escrow Holder shall make the following prorations: (i) property taxes will be prorated as of the Close of Escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the close of escrow but which pertain to the period prior to the transfer of title to the Property to Developer, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the Property at Closing will be assumed by Developer but shall be paid current by City. City does not pay ad valorem property taxes.

ARTICLE IV CONDITION OF THE SITE; ENVIRONMENTAL MATTERS

4.1. Access to Site: Inspections. Prior to the Close of Escrow, Developer and Developer’s authorized representatives may enter upon and conduct further reviews and assessments of the physical and environmental condition of the Property and the condition of the existing improvements. City may require Developer to execute a right of entry agreement satisfactory to City prior to entry onto the Property for such purpose and shall require Developer to provide proof of liability insurance acceptable to City. Developer’s inspection, examination, survey and review of the Property shall be at Developer’s sole expense. Developer shall provide City with copies of all reports and test results promptly following completion of such reports and testing. Developer hereby agrees to notify the City twenty four (24) hours in advance of its intention to enter the Property and will provide workplans, drawings, and descriptions of any intrusive sampling it intends to do. Developer must keep the Property in a safe condition during its entry. Developer shall repair, restore and return the Property to its condition immediately preceding Developer’s entry thereon at Developer’s sole expense. Developer will not permit any mechanics liens, stop notices or other liens or encumbrances to be placed against the Property prior to Close of Escrow. Without limiting any other indemnity provisions set forth in this Agreement, Developer shall indemnify, defend (with counsel approved by City) and hold the City, and its elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) resulting from or arising in connection with entry upon the Property by Developer or Developer’s agents, employees, consultants, contractors or subcontractors pursuant to this Section 4.1. Developer’s indemnification obligations set forth in this Section 4.1 shall survive the Close of Escrow and the termination of this Agreement.

4.2. Environmental Disclosure. To the extent the City has copies of environmental investigation reports, City will provide copies to Developer upon request; but the Parties acknowledge that City will not be conducting a public records search of any

regulatory agency files-although the City urges Developer to do so to satisfy itself regarding the environmental condition of the Property. By execution of this Agreement, Developer: (i) acknowledges that it will have an opportunity to conduct its own independent review and investigation of the Property prior to the Close of Escrow; (ii) agrees to rely solely on its own experts in assessing the environmental condition of the Property and its sufficiency for its intended use; and (iii) waives any and all rights Developer may have to assert that the City failed to disclose information about the environmental condition of the Property.

4.3. Property Sold "AS IS." Developer specifically acknowledges that the City is selling and Developer is purchasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis and that Developer is not relying on any representations or warranties of any kind whatsoever, express or implied, from City, or its employees, board members, agents, or brokers as to any matters concerning the Property. City makes no representations or warranties as to any matters concerning the Property, including without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, appurtenances, access, landscaping, parking facilities, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any Environmental Laws, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence or removal of Hazardous Material, substances or wastes on, under or about the Property or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on the Property, or (ix) the condition of title to the Property.

4.4. Developer to Rely on Own Experts. Developer understands that notwithstanding the delivery by City to Developer of any materials, including, without limitation, third party reports, Developer will rely entirely on Developer's own experts and consultants and its own independent investigation in proceeding with the acquisition of the Property.

4.5. Release by Developer. Effective upon the Close of Escrow, Developer WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES the Indemnitees and any person acting on behalf of the City, from any and all Claims, direct or indirect, known or unknown, foreseen or unforeseen, which Developer now has or which may arise in the future on account of or in any way arising out of or in connection with the physical condition of the Property, the presence of Hazardous Material in, on, under or about the Property, or any law or regulation applicable thereto including, without limiting the generality of the foregoing, all Environmental Laws. Notwithstanding anything to contrary contained herein, the foregoing waiver and release contained in this Section (or otherwise) shall not prevent Developer from adding by interpleader or otherwise City or other parties as a party to any action or proceeding by any third-party arising from or

attributable to hazardous materials at the Property prior to the Close of Escrow. Further, the foregoing waiver and release contained in this Section (or otherwise) shall not apply to, any Claims therefor, arising from or attributable to (x) a matter actually known to City and (1) not disclosed to Developer in writing prior to the Close of Escrow, and (2) not discovered by Developer prior to the Close of Escrow, (x) any breach by City of its express representations or warranties under this Agreement, (y) any third-party claims either for injury to persons or damage to the Property occurring prior to the Close of Escrow whether or not same are subject to the indemnification obligations contained in this Agreement, and (z) City's indemnification obligations contained in this Agreement.

DEVELOPER ACKNOWLEDGES THAT DEVELOPER IS FAMILIAR WITH SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, DEVELOPER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH RESPECT TO THE FOREGOING RELEASE:

Developer's initials: 

4.6. Developer's Post-Closing Obligations. Developer hereby covenants and agrees that

(1) Developer shall not knowingly permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Material or otherwise knowingly permit the presence or release of Hazardous Material in, on, under, about or from the Property with the exception of limited amounts of cleaning supplies and other materials customarily used in construction, rehabilitation, use or maintenance of commercial properties similar in nature to the Property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Environmental Laws.

(2) Developer shall keep and maintain the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Environmental Laws.

(3) Upon receiving actual knowledge of the same, Developer shall immediately advise City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the

Developer, or the Property pursuant to any applicable Environmental Laws; (ii) any and all claims made or threatened by any third party against the Developer or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material; (iii) the presence or release of any Hazardous Material in, on, under, about or from the Property; or (iv) Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Environmental Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**"). The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

(4) Without the City's prior written consent, which shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Material in, on, under, or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claim.

4.7. Environmental Indemnity. To the greatest extent allowed by law, Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against all Claims resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Material on, under, in or about the Property, or the transportation of any such Hazardous Material to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of or as the invitee of any of the foregoing to comply with Environmental Laws, unless caused by the City's active or passive negligence. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Material, and irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Laws.

4.8. No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Material, whether the City obtained such information from the Developer or from its own investigations, unless such information was known to the City at the time of execution of this Agreement and/or the time of the close of escrow for the conveyance of the Property to the Developer but not disclosed to Developer.

4.9. Definitions.

4.9.1. "Hazardous Material" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

4.9.2. "Environmental Laws" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Material, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

ARTICLE V AFFIRMATIVE COVENANTS

5.1. Construction of Project. Developer will construct the Project in accordance with the requirements set forth in this Agreement.

5.2. Project Approvals. Prior to the Closing, Developer shall have obtained all entitlements, permits, licenses and approvals required for the development and operation of the Project, including without limitation, Site Development Review, applicable zoning text amendments, building permits and use permits, or shall provide evidence satisfactory to

City that receipt of such permits and approvals is subject only to such conditions as City may reasonably approve. In connection with Developer's application for a use permit for the Project, City will consider modifications to City's requirements for setbacks, building height, and on-site storage requirements. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for the development and operation of the Project as contemplated by this Agreement.

5.3. Conditions of Approval. Developer shall develop the Property in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the **"Conditions of Approval"**).

5.4. Fees. Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City and all other agencies with jurisdiction over development of the Property in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, architectural review, and any subsequent approvals for the Project.

5.5. Certificate of Occupancy for Project. Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy or equivalent by the City and the written request of Developer, the City will provide an instrument (**"Certificate of Occupancy"**) so certifying, provided that at the time such certificate is requested all applicable work has been completed.

5.6. Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.7. Compliance with Laws. Developer shall carry out and shall cause its contractors to carry out the construction of the Project in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section

12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 5.15 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Occupancy for the Project.

5.8. Liens and Stop Notices. Until the issuance of a Certificate of Occupancy, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Developer. If a claim of a lien or stop notice is given or recorded affecting the Project or the Property, Developer shall within twenty (20) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

5.9. Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article X

5.10. Survival. The terms, covenants and conditions set forth in this Article V shall survive Close of Escrow and shall not be deemed merged into the deed upon Close of Escrow.

ARTICLE VI USE OF THE PROPERTY

6.1. Maintenance. Following conveyance of the Property to Developer, Developer shall at its own expense, maintain the Property, landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Property (including without limitation, the landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property and the

improvements located thereon in good condition and repair, reasonable wear and tear excepted.

6.2. Taxes and Assessments. Following conveyance of the Property to Developer, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.3. Obligation to Refrain from Discrimination. Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

ARTICLE VII LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

7.1. Identity of Developer; Changes Only Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

7.2. Prohibition on Transfer. Prior to the issuance of a Certificate of Occupancy, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of the Property, the Project, or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without the City’s consent shall be null and void and shall confer no rights or privileges upon the purported assignee.

7.3. Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent, and the City's consent or approval shall not be required for: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) after issuance of a Certificate of Occupancy, the lease or sale of the Project or any commercial space to one or more individual tenants or buyers. A Transfer by Developer in accordance with this Agreement shall be deemed to relieve the Developer from any further obligations under this Agreement.

7.4. Requirements for Proposed Transfers. The City shall, in the exercise of its discretion, not to be unreasonably withheld, consent to a proposed Transfer of this Agreement, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 7.4 shall not apply to Transfers described in Section 7.3):

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Property or interest therein together with such documentation of the proposed transferee’s qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer’s obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager in his or her discretion, refers the matter of approval to the City Council. If a

proposed Transfer has not been approved in writing within thirty (30) days following City's receipt of written request by Developer, it shall be deemed rejected.

7.5. Effect of Transfer without Consent.

7.5.1. In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

7.5.2. If, in violation of this Agreement, the Developer Transfers all or any part of the Property or the Project prior to the issuance of a Certificate of Occupancy for the Project, the City shall be entitled to receive from Developer the amount by which the consideration payable for such Transfer exceeds the sum of (a) the Purchase Price for the Property, and (b) the costs incurred by Developer in connection with the improvement and development of the Property, including carrying charges, interest, fees, taxes, assessments and escrow fees. Such excess consideration shall belong to and be paid to the City by the Developer and until so paid, the City shall have a lien on the Property for such amount. The provisions of this Section 7.5 have been agreed upon so as to discourage land speculation by Developer; accordingly, these provisions shall be given a liberal interpretation to accomplish that end. Following the issuance of the Certificate of Occupancy, the provisions of this Section 7.5 shall have no further force and effect.

7.5.3. Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Developer Default hereunder entitling City to terminate this Agreement if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Project, or the Property prior to the issuance of a Certificate of Occupancy. This Section 7.5 shall not apply to Transfers described in Section 7.3.

7.6. Recovery of Costs. Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten days following City's delivery to Developer of an invoice detailing such costs. This Section shall not apply to Transfers described in Section 7.3.

ARTICLE VIII SECURITY FINANCING AND RIGHTS OF MORTGAGEES

8.1. Mortgages and Deeds of Trust for Development. Prior to issuance of the Certificate of Occupancy, mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property or the Project only for the purpose of securing loans for the purpose of financing the acquisition of the Property, the design and construction of the Project, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. As used herein, the terms

“mortgage” and “deed of trust” shall mean any security instrument used in financing real estate acquisition, construction and land development.

8.2. Holder Not Obligated to Construct. The holder of any mortgage, deed of trust authorized by this Agreement shall not be obligated to complete construction of the Project or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

8.3. Notice of Default and Right to Cure. Whenever City delivers any notice of default under this Agreement, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Project, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by and additional sixty (60) days. In the event that possession of the Property or the Project (or any portion thereof) is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Project, as applicable, within sixty (60) days after receipt of the City’s notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer’s obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Occupancy upon compliance with the requirements of this Agreement.

8.4. Failure of Holder to Complete Project. In any case where, six (6) months after default by Developer in completion of construction of the Project, the holder of record of any mortgage or deed of trust has not exercised its option to construct the Project, or having first exercised its option to construct, has not proceeded diligently with construction, City shall be afforded those rights against such holder that it would otherwise have against Developer under this Agreement.

8.5. City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Project, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City

shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach.

8.6. Holder to be Notified. Developer agrees to use commercially reasonable efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property or the Project.

8.7. Modifications to Agreement. City shall not unreasonably withhold consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

8.8. Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE IX DEFAULTS, REMEDIES AND TERMINATION

9.1. Event of Developer Default. The following events shall constitute an event of default on the part of Developer ("Event of Developer Default"):

- (a) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VII;
- (b) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within five (5) days;
- (c) Subject to Developer's right to contest the following charges pursuant to Section 6.2, if Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Project or fails to pay when due any other charge that may result in a lien on the Property or the Project, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;
- (d) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;
- (e) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with

this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City;

(f) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“Bankruptcy Law”), Developer or any manager, managing member or general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner, managing member, or manager thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any manager, managing member or general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(g) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(h) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(i) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(j) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 9.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than ninety (90) days after receipt of notice of the default.

9.2. City Default. An event of default on the part of City (“Event of City Default”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a

period of thirty (30) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

9.3. INTENTIONALLY DELETED.

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9.4. City Remedies and Rights Upon an Event of Developer Default. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period prior to Close of Escrow, City reserves the right to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) extend the time for performance and the Closing Date until Developer is able to perform; or (iii) terminate this Agreement upon written notice to Developer, whereupon City and Developer shall cause Escrow Holder to send Deposit to City and return to Developer any other sums placed into the Escrow by Developer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY DEVELOPER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, CITY'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF CITY'S DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

DS
HV

Developer's Initials

DS
[Signature]

City's Initials

9.5. Developer's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may either (a) bring an action

for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, or (b) do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) extend the time for performance and the Closing Date until City is able to perform; (iii) terminate this Agreement upon written notice to City, whereupon City and Developer shall cause Escrow Holder to send Deposit to Developer and return to Developer any other sums placed into the Escrow by Developer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder; or (iv) pursue any and all other remedies available under this Agreement or under law or equity to enforce hereunder.

9.6. Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

9.7. Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

9.8. Rights of Mortgagees. Any rights of the City under this Article IX shall not defeat, limit or render invalid any mortgage or deed of trust permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of such instruments. Any conveyance or reverter of the Property to the City pursuant to this Article IX shall be subject to mortgages and deeds of trust permitted by this Agreement.

ARTICLE X INDEMNITY AND INSURANCE

10.1. Indemnity. Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees harmless from and against any and all Claims arising out of or in connection with Developer's performance under this Agreement, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or otherwise.. Developer's indemnification obligations under this Section 10.1 shall not extend to Claims arising prior to the Effective Date or resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10.1 shall survive the issuance of a Certificate of Occupancy for the Project and the expiration or earlier termination of this

Agreement. It is further agreed that City does not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

10.2. Liability and Workers Compensation Insurance.

(a) Within ten (10) days of the Effective Date and prior to any entry onto the Property by Buyer or its representatives for the purposes of any inspections or assessments under Article IV and, subject to Close of Escrow, prior to initiating work on the Project and continuing through the issuance of the Certificate of Occupancy, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Prior to commencement of construction work and continuing until issuance of the Certificate of Occupancy, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Developer and any contractor with whom Developer has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Prior to commencement of construction work and continuing until issuance of a Certificate of Occupancy, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee.

(d) Prior to commencement of construction work and continuing until issuance of the Certificate of Occupancy, Developer shall maintain property insurance covering all risks of loss (other than earthquake), including flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payee.

(f) Prior to commencement of construction work on the Project, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain, if available, a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request.

ARTICLE XI

ARTICLE XII MISCELLANEOUS PROVISIONS

11.1. Brokers. Developer has retained John Troughton from Kennedy Wilson Brokerage Group ("Broker") to represent Developer in the negotiation of the purchase of the Property. Developer is solely responsible for all fees owed to Broker. Except as to Broker, each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the close of escrow and the expiration or earlier termination of this Agreement.

11.2. Enforced Delay: Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (provided that the acts or failures to act of City

shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer, City (acting in the discretion of the City Manager unless he or she determines in his or her discretion to refer such matter to the City Council).

City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Project shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

11.3. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Pinole
~~34000 Alameda Road~~
2131 Pearl Street,
Pinole, CA 94564
 Attn: City Manager

Developer: GRP Shores, LLC,
 a California Limited Liability Company
 2350 N. University Drive #848300
 Pembroke Pines Florida 33084
 Tel (954) 499-8663
 Fax (954) 499-8669
 Email: hector.vinas@onecorpglobal.com

11.4. Attorneys' Fees. If any Party fails to perform any of its obligations under this Agreement, or if any dispute arises among the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in

connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

11.5. Waivers: Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

11.6. Binding on Successors. Subject to the restrictions on Transfers set forth in Article VII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

11.7. Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 4.1, 11.1 and 11.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Occupancy. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow, and none of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by any grant deed conveying the Property to Developer or any successor in interest, and neither such grant deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein.

11.8. Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of all Parties, and the Parties agree, that since all Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

11.9. Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager of the City of Pinole or his designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his discretion that such action or approval requires referral to City Council for consideration. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

11.10. Entire Agreement. This Agreement, including Exhibits A through E, attached hereto and incorporated herein by reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

11.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

11.12. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

11.13. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

11.14. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.15. Non-Liability of Officials. Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City or for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

11.16. Time of the Essence: Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

11.17. Governing Law: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

11.18. Inspection of Books and Records. Upon request, Developer shall permit the City to inspect at reasonable times and on a confidential basis those books, records and all other documents of Developer to the extent reasonably necessary to determine Developer's compliance with the terms of this Agreement.

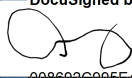
11.19. Confidentiality. The Parties hereto shall not disclose any of the terms of this Agreement (except to the extent as may be required by law or as required by the Title Company or to the officers, directors, partners and employees of the Parties hereto in the ordinary course of business) without the prior written consent of the other Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

City of Pinole, a California municipal corporation

DocuSigned by:
By: 
008692C995E4430...
City Manager Andrew Murray

ATTEST:

DocuSigned by:
By: 
B8172BA790914FF...
City Clerk Heather Bell

APPROVED AS TO FORM:

DocuSigned by:
By: 
9FCC7F1E193045D...
City Attorney Eric Casher

DEVELOPER:

GRP Shores, LLC,
a California limited liability company

DocuSigned by:
By: 
89D117EC566D485...
Its: Manager Hector Vinas

**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the City of , County of Contra Costa, State of California, described as follows:

PARCEL A:

LOTS 5 THROUGH 8, INCLUSIVE, AND PARCELS B AND D, AS SHOWN ON THE "MAP OF SUBDIVISION 8758, FOR COMMERCIAL CONDOMINIUM PURPOSES PINOLE SHORES," FILED DECEMBER 17, 2007, IN BOOK 506 OF MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS.

PARCEL B:

EASEMENTS FOR PUBLIC USE, PUBLIC SERVICE AND UTILITY PURPOSES AS SHOWN ON THE "MAP OF SUBDIVISION 8758, FOR COMMERCIAL CONDOMINIUM PURPOSES PINOLE SHORES," FILED DECEMBER 17, 2007, IN BOOK 506 OF MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS.

APN(S): 402-230-015, 16, 17, 18, 20 & 22

EXHIBIT B

DEPICTION OF PROPERTY

SUBDIVISION 8758

FOR COMMERCIAL CONDOMINIUM PURPOSES
PINOLE SHORES
IN THE CITY OF PINOLE

PORTION OF LOT C, AS SHOWN ON THE MAP OF DOHRMANN RANCH (MAP BOOK E PAGE 115)

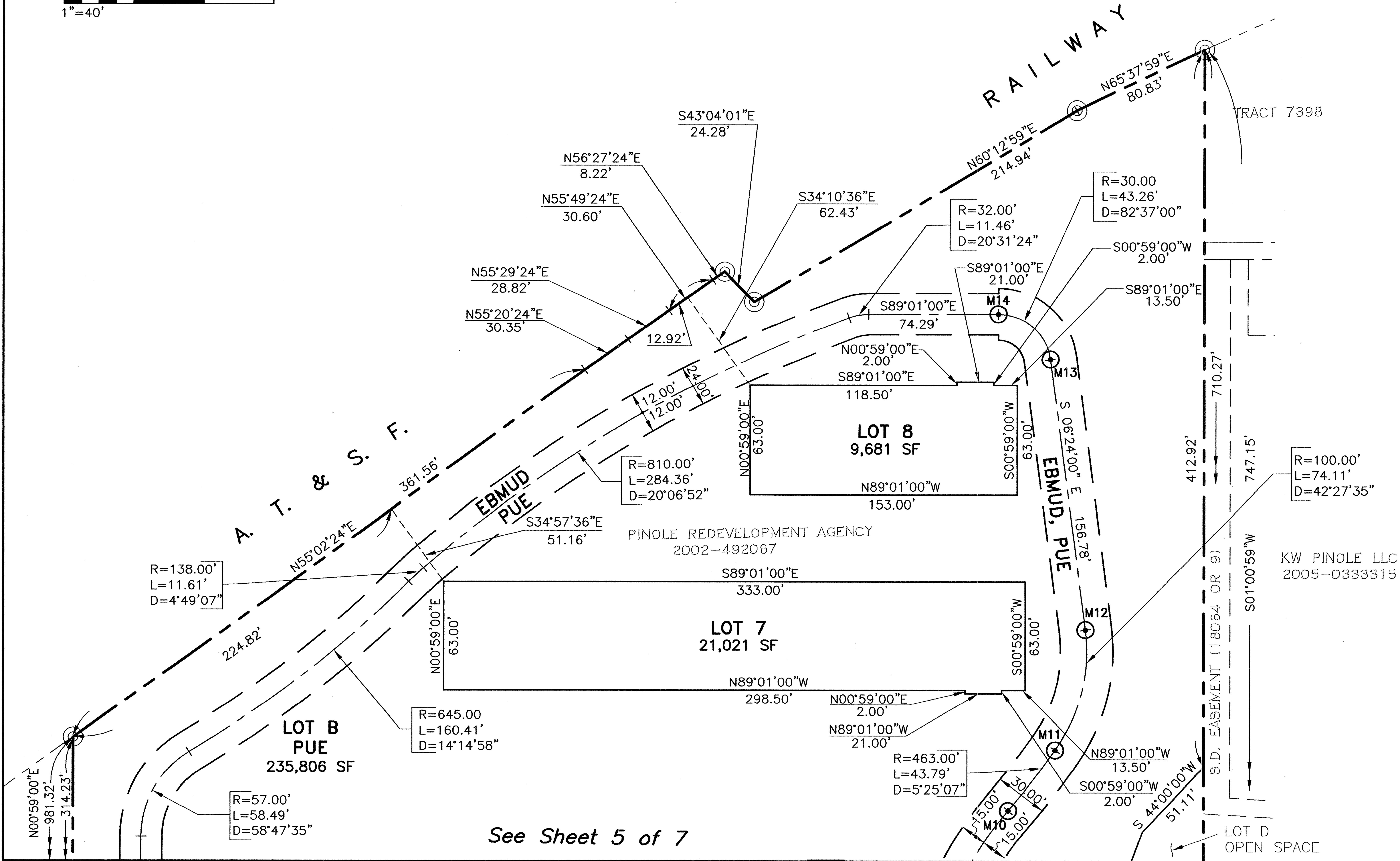
A-N WEST, INC.
CONSULTING ENGINEERS
3095 RICHMOND PARKWAY
SUITE 201
RICHMOND, CALIFORNIA

SEPTEMBER 2007



MODIFIED: 8/21/07 11:45

FILENAME: 5862\drafting\finalmap-8758\8758FM04.DWG



See Sheet 5 of 7

SHEET 4 OF 7

506 M 16

506-16

SUBDIVISION 8758

FOR COMMERCIAL CONDOMINIUM PURPOSES
PINOLE SHORES
IN THE CITY OF PINOLE

PORTION OF LOT C, AS SHOWN ON THE MAP OF DOHRMANN RANCH (MAP BOOK E PAGE 115)

A-N WEST, INC.
CONSULTING ENGINEERS
3095 RICHMOND PARKWAY
SUITE 201
RICHMOND, CALIFORNIA

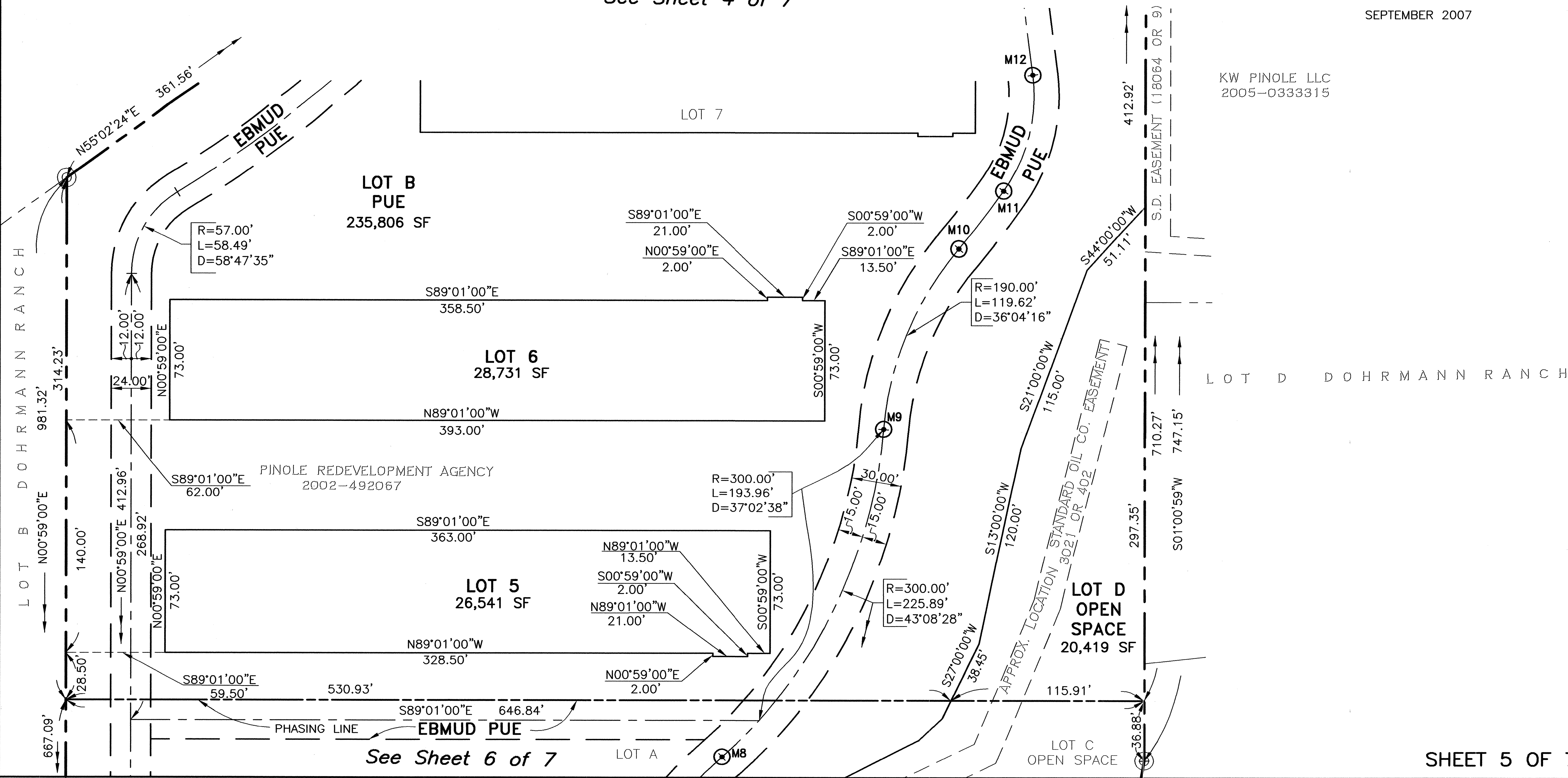
SEPTEMBER 2007

KW PINOLE LLC
2005-0333315

See Sheet 4 of 7

MODIFIED: 9/18/07 10:30

FILENAME: 5862\drafting\finalmap-8758\8758FM05.DWG



See Sheet 6 of 7

SHEET 5 OF 7

506 M 17

506-17

EXHIBIT C

PROJECT DEPICTION



EXHIBIT D

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

Fidelity National Title

Recording Requested By:

Arley Anthony
5 Salmon Lane
Pinole, CA 94564

223026

When Recorded, Mail To:

Loretta K. Barsamian
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2002-0482270-00

Check Number

Tuesday, DEC 17, 2002 12:02:00

MIC \$1.00 MOD \$28.00 REC \$32.00

TCF \$27.00

Ttl Pd \$88.00

Nbr-0001215308

ima/R4/1-28

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

Anthony Auto Wreckers
850 San Pablo Avenue
Pinole, CA 94564

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 13 day of Dec., 2002 by Arley E. Anthony ("Covenantor") who is the Owner of record of that certain property situated at 850 San Pablo Avenue, in the City of Pinole, County of Contra Costa, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by the previous site use as an auto wrecking facility. These operations resulted in contamination of soil with inorganic chemicals including lead and organic chemicals including petroleum hydrocarbons (TPH), which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. In June and July 2002, about 2,800 tons of lead-affected soil and about 742 tons of TPH-affected soil were excavated from the site and disposed of at an off-site landfill. Results of the post-excavation confirmation sampling indicate residual lead concentrations at levels below 750 mg/kg, the threshold maximum concentration for a commercial/industrial use, and therefore, the residual levels of lead in site soils do not pose a health concern for commercial/industrial use of the property. However, residual lead concentrations in soil are above 255 mg/kg, the levels permissible for a potential residential use. Therefore, the soils must be properly managed should they ever be exposed in the future or

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should the property be redeveloped for more sensitive land uses.

C. Exposure Pathways. Lead and TPH are present in soil on the Burdened Property. Exposure to these contaminants could take place via in-place contact, surface-water runoff, and wind dispersal, resulting in dermal contact, inhalation, or ingestion by humans etc. Risk to TPH exposure from site soils has been mitigated by the excavation in the TPH-impacted areas and confirmation sampling indicating residual levels less than the approved screening levels for TPHd (500 mg/kg) and TPHmo (1,000 mg/kg). The risk of public exposure to TPH in soils has been substantially lessened by the remediation and controls described herein. Exposure to lead will be mitigated through the controls described in this deed restriction.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is currently zoned for commercial/industrial use and is adjacent to industrial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be

adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

2.5 SMP. "SMP" shall mean the Soil Management Plan, dated October 3, 2002, and prepared by LFR Levine-Fricke for the Burdened Property and approved by the Board, a copy of which is attached to this Covenant as Exhibit B and incorporated into this Covenant by this reference, as such plan may be amended from time to time with approval of the Board.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial, commercial and/or office space;

- b. All Owners and Occupants shall comply with the SMP. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with the SMP and all applicable provisions of local, state and federal law;
- c. No residence for human habitation shall be permitted on the Burdened Property;
- d. No hospitals shall be permitted on the Burdened Property;
- e. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- f. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- g. All uses and development of the Burdened Property shall be consistent with any applicable Board Order or the SMP, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve, any remedial measures taken on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.
- i. The Owner shall notify the Board of each of the following: The type, cause, location and date of any disturbance that is not in compliance with the SMP. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;
- j. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.
- k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of the remedial measures taken, and shall comply with the SMP.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in the soil, and is subject to a deed restriction dated as of 13 day of Dec., 2002, and recorded on 12-17-02, 2002, in the Official Records of Contra Costa County, California, as Document No. 482270, which

482270

Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"

Arley E. Anthony

5 Salmon Lane

Pinole, CA 94564

If To: "Board"

Regional Water Quality Control Board

San Francisco Bay Region

Attention: Executive Officer

1515 Clay Street, Suite 1400

Oakland, California 94612

482270

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Contra Costa within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: _____

By: Arley E. Anthony

Title: owner

Date: 12-13-02

Agency: _____

State of California
Regional Water Quality Board,
San Francisco Bay Region

By: Shirley K. Bazzam

Title: Executive Officer

Date: December 13, 2002

482270

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

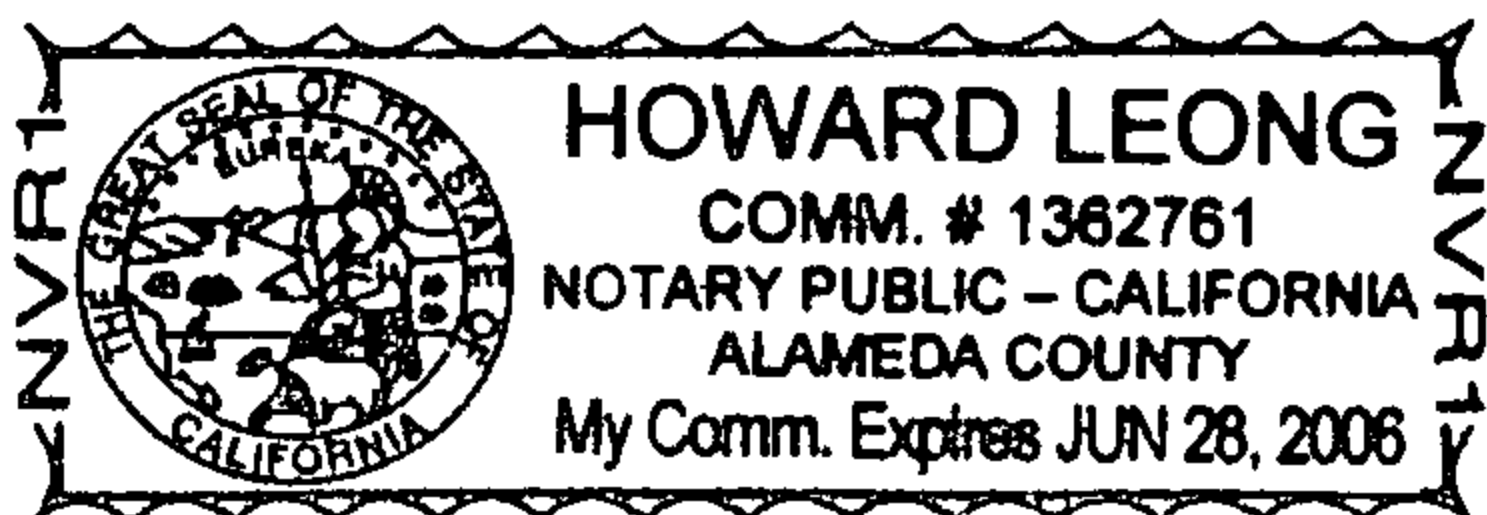
} ss.

On 12 / 13 / 2002, before me, Howard Leong, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LORETTA K BARSAMIAN,
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT AND ENVIRON. RESTRICT. ON PROP.

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

482270

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

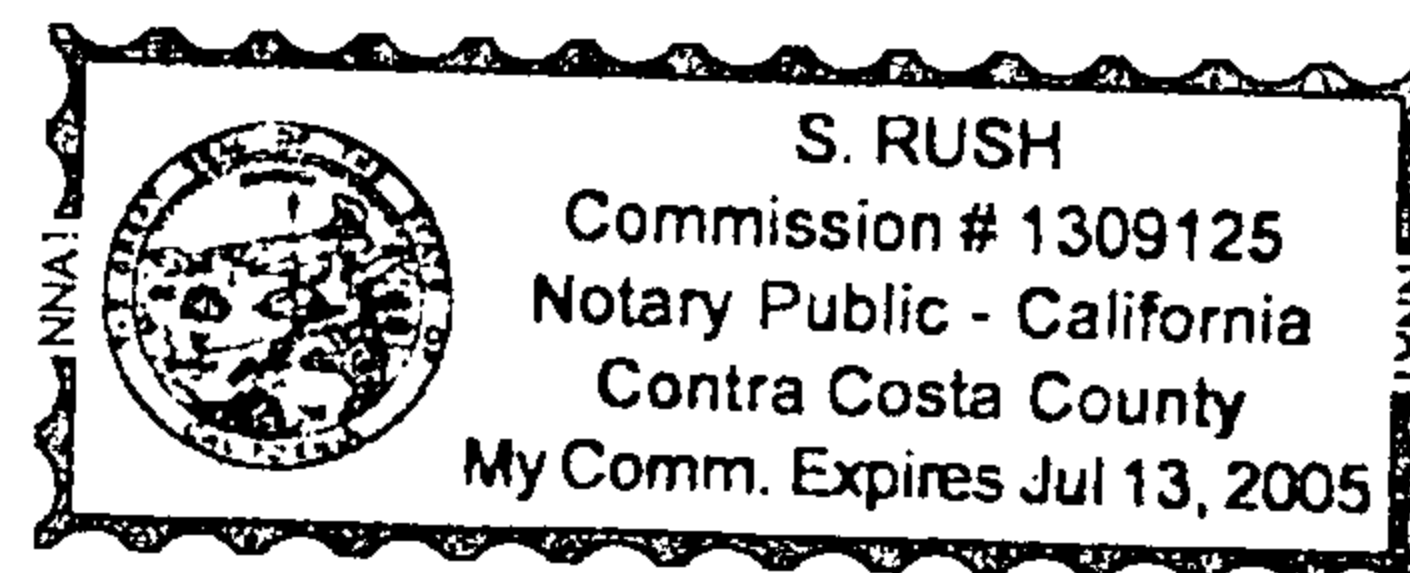
On December 13, 2002 before me, S. Rush
(Name, Title of Officer)

personally appeared Arley E. Anthony

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

S. Rush
(Signature of Notary Public)



(This area for notarial seal)

482270

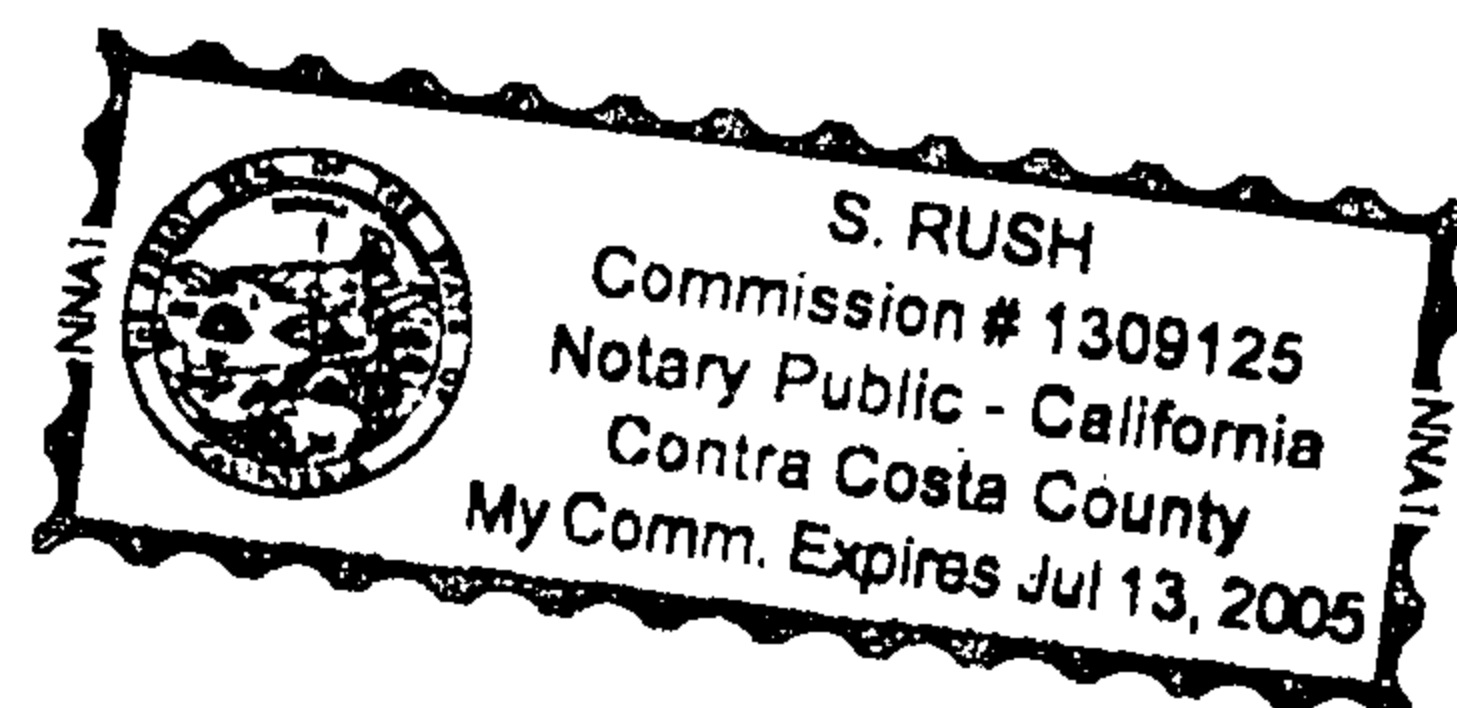
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On 12/13, 2002 before me, the undersigned a Notary Public in and for said state, personally appeared [Covenantor], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.


Notary Public in and for said
County and State



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__ before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

482270

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

482270

EXHIBIT A

Portion of Lot C as shown on the map of Dohrman Ranch, filed December 21, 1895, in Map Book E, page 115, in the office of the County Recorder of Contra Costa County, being the tract of land described as parcel One in the deed from Leslie Edwin Manning, et ux, to J. H. Wood, et ux, recorded January 16, 1951, in book 1702 of Official Records, page 546, as follows:

"Beginning at the point of intersection of the western line of said Lot C with the northern line of State Highway IV C. C. 14 A said point of intersection being North 18° 47' 30"

East, 25.64 feet from the southwest corner of the parcel of land described in the Deed from Albert F. Castro, et al, to antonio Coppa, dated April 15, 1927, recorded June 28, 1927, in book 90 of Official Records, page 135, thence from said point of beginning, easterly along the northern line of said State Highway and along the arc of a curve to the right, the center of which bears South 2° 05' 20" East, 3050 feet through a central angle of 5° 24' an arc distance of 287.65 feet; thence leaving the northern line of said highway, North 9° 24' 30" East, 669.19 feet to a 2" x 2" hub, thence north 1° 44' East, 595.64 feet to a 8" x 8" post on the southeastern line of the Atcheson, Topeka and Santa Fe Railway right of way; thence along the southeastern line of said right of way, the following courses and distances; South 55° 18' West, 8.37 feet, South 54° 50' West, 30.60 feet, South 54° 20' West, 28.82 feet, South 54° 11' West, 30.35 feet and South 53° 53' West, 361.56 feet, to an iron pipe on the western line of said Lot C; thence leaving said right of way and along the western line of said Lot C, South 0° 08' 30" east, 849.94 feet to a 1/2" iron pipe; thence continuing along the western line of said Lot C, South 18° 47' 30" West, 139.91 feet to the point of beginning.

EXCEPTING THEREFROM: The parcel of land described in the Deed from Antonio Coppa to East Bay Municipal Utility District, a corporation dated December 18, 1935, recorded January 2, 1936, in book 390 of Official Records, page 222, but not excepting however, the rights reserved unto the grantor and his successors in said Deed.

ALSO EXCEPTING THEREFROM: the parcel of land described in the Deed from J. H. Wood, et ux, to Carl Adam Roy, et ux, recorded June 1, 1954, in book 2335 of Official Records, page 216.

ALSO EXCEPTING THEREFROM: That portion thereof described as follows:

PARCEL ONE: Beginning on the East line of the parcel of land originally described above at the North line of the strip of land described above at the North line of the strip of land described in said East Bay Municipal Utility District deed (390 OR 222); thence North 9° 24' 30" East, along said East line, 100 feet; thence North 86° 32' West, 160 feet; thence South 9° 24' 30" West 125.95 feet to a north line of said East Bay Municipal Utility District parcel (390 OR 222); thence along said North line North 81° 09' 27" East, 120.89 feet and South 86° 32' East, 44.57 feet to the point of beginning.

PARCEL TWO: A non exclusive right of way as an appurtenance to Parcel one above for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines and for telephone, electric light and power lines together with the necessary poles or conduits to carry said lines, over, under and across a strip of land 20 feet in width the west line of which is 20 feet westerly, measured at right angles from the east line thereof and which east line is described as follows:

Beginning at the Southeast corner of Parcel One above; thence South 9° 24' 30" west, along the East line of the parcel of land originally described above, 334.06 feet to the North line of the State Highway.

Said West line to extend from the South line of Parcel One above to the North line of said State Highway.

482270

EXHIBIT B
SOIL MANAGEMENT PLAN

482270

**Soil Management Plan for
Former Anthony's Auto Wrecking Property
Pinole, California**

October 3, 2002

001-08171-00-003

Prepared for
City of Pinole
2131 Pear Street
Pinole, California 94564

LFR
LEVINE • FRICKE

 Printed on recycled materials



October 3, 2002

001-08171-00-003

Sampath Rangarajan
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

Subject: Soil Management Plan for the Former Anthony's Auto Wrecking Property, 850 San Pablo Avenue, Pinole, California

Dear Sampath:

LFR Levine•Fricke (LFR) has prepared the attached Soil Management Plan (SMP) on behalf of the City of Pinole ("the City") for the former Anthony's Auto Wrecking Property, located at 850 San Pablo Avenue, Pinole, California ("the Site"). LFR understands that the City is considering acquiring the Site for industrial redevelopment. The Regional Water Quality Control Board (RWQCB) recommended the preparation of an SMP for use during redevelopment of the Site. The SMP addresses the management of naturally occurring soil and existing fill material at the Site.

The SMP presents sampling and health and safety procedures to be implemented during site development or future site modification that could disturb site soil, such as the repair of a subsurface utility. The SMP will facilitate regulatory site closure by providing a framework to manage residual concentrations of lead and petroleum hydrocarbons in soil at the Site in a manner that is protective of human health and the environment, including water quality.

The SMP will remain in effect unless future site development plans necessitate changes in land use. At such time, the RWQCB may require a re-evaluation of the soil and groundwater conditions at the Site and implementation of further remedial measures to address residual metals and petroleum-hydrocarbon-affected soil if warranted by the proposed changed land use.

If you have questions or comments, please call me at (510) 652-4500.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew M. Lojo'.

Andrew M. Lojo, R.G.
Senior Associate Geologist

Enclosure

cc: Marcus Tartt, City of Pinole

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- 1 TPH and VOC Concentrations in Soil
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- 1 Site Location Map
- 2 Site Plan With Soil Boring Locations & Excavation Areas

1.0 INTRODUCTION

LFR Levine-Fricke (LFR) has prepared this draft Soil Management Plan (SMP) on behalf of the City of Pinole ("the City") for the former Anthony's Auto Wrecking Property, located at 850 San Pablo Avenue, Pinole, California ("the Site"; Figure 1). LFR understands that the City is considering acquiring the Site for redevelopment. The portion of the Site previously used for auto wrecking activities (approximately 7 acres) is slated for industrial reuse. The remaining 7 acres, which has remained unused until now, is slated for residential redevelopment. This SMP is intended to provide protocols for managing residual soil remaining on the auto wrecking portion of the Site containing lead and total petroleum hydrocarbon (TPH) concentrations that are acceptable for industrial site reuse, although above natural background levels. The protocols are intended for use during site redevelopment and future maintenance that may require the disturbance of subsurface soil at the Site.

This SMP is intended to facilitate regulatory site closure by providing a framework to manage residual concentrations of lead and TPH in soil at the Site in a manner that is protective of human health and the environment, including water quality. The SMP identifies the general measures that must be implemented before, during, and after redevelopment of the Site. The SMP was prepared based on the results of field investigations and remedial activities conducted by LFR and on previous site investigative work conducted by Terrasearch, Inc. ("Terrasearch") and Geocon Geotechnical and Environmental Consultants ("Geocon").

This SMP will remain in effect unless future site development plans necessitate changes in land use. At such time, the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB) may require a re-evaluation of the soil and groundwater conditions at the Site and implementation of further remedial measures to address residual concentrations of lead- and TPH-affected soil.

2.0 SITE DESCRIPTION

The Site, located at 850 San Pablo Avenue, Pinole, California, covers an area of approximately 14 acres, the western half of which was formerly used for auto wrecking activities. A site vicinity map is presented as Figure 1. The Site is bounded to the east by hilly undeveloped land with residential housing beyond, to the south by San Pablo Avenue and various businesses, to the west by industrial property, and to the north by the Atchison, Topeka, and Santa Fe Railroad and residences beyond. The northern two-thirds of the Site slopes gently downhill toward the railroad tracks and San Francisco Bay. The southern third of the Site forms a hill, which slopes to the south toward San Pablo Avenue after peaking on the Site. A site plan is presented as Figure 2.

Several scenarios for the industrial redevelopment of the Site have been proposed. The current redevelopment plan for the former auto wrecking parcel (approximately 7 acres)

includes the construction of an access road along the eastern boundary of the parcel. Five level building pads to be constructed along the western side of the access road are proposed for later industrial development.

3.0 BACKGROUND

3.1 Previous Environmental Investigations

In 2000, the City retained Terrasearch to provide preliminary environmental and geotechnical investigation services at the Site and to propose a remediation plan to address identified contaminants in soil. In March 2001, the City requested that LFR evaluate the remedial activities that Terrasearch recommended for the Site. Specifically, LFR reviewed the following Terrasearch documents:

- “Geotechnical Site Evaluation and Preliminary Grading Recommendations,” dated January 24, 2001
- “Limited Phase I and II Environmental Site Assessment,” dated January 25, 2001
- “Preliminary Cost Estimate for Removal of Contaminated Soil,” dated February 8, 2001

Based on review of these reports, LFR recommended that more data be collected to assess whether soil at the Site needed to be removed to protect human health and the environment. LFR therefore conducted a further soil and limited groundwater investigation at areas of concern and reviewed the regulatory files from neighboring properties to evaluate the potential for migration of off-site contamination to the Site.

The results of LFR’s investigation indicated that the potential for migration of contaminants onto the Site from off-site sources is low, including fuel conveyed in pipelines present in a Chevron Pipeline easement located in the southern portion of the Site (Figure 2).

Based on the results of the analytical data and information collected during LFR’s investigation and on the previous investigation work conducted by Terrasearch and Geocon, LFR found that four areas of the Site had been affected by past site uses. Two of these areas (in the vicinity of boring LF-30 and test pit TP-6 and in the vicinity of boring LF-13; Figure 2) had elevated concentrations of lead in soil. A third area, in the vicinity of the former engine draining area (borings LF-5 and LF-6; Figure 2) had soil affected with TPH and low levels of volatile organic compounds (VOCs). The fourth area was the former underground storage tank (UST) area, which has already been closed by the RWQCB.

Because oil/water separators in the engine draining area were reported to have drained into the soil rather than the sewer system, groundwater sampling was conducted by LFR

in September 2001. During the groundwater investigation, LFR collected six grab groundwater samples from borings GW-1 through GW-6. Analytical results from these samples indicated that previous oil drainage from the oil/water separators has not significantly affected shallow groundwater in the area.

Based on the analytical results of these and previous groundwater samples collected during these investigations, LFR concluded that no additional investigations or remedial actions were needed for groundwater at the Site (with the exception of the UST area).

3.2 Remedial Goals Established for Soil

The results of previous investigations indicated that soil and existing fill material at the Site had been affected by lead and TPH quantified in the motor oil (TPHmo) and diesel (TPHd) ranges. A total of three areas were identified where these constituents exceeded the remediation goals developed for the industrial reuse planned by the City of Pinole for the Site (LFR 2002). The remediation goals developed for these constituents in soil were:

- TPHmo: 1,000 milligrams per kilogram (mg/kg)
- TPHd: 500 mg/kg
- benzene: 0.39 mg/kg
- toluene: 8.4 mg/kg
- ethylbenzene: 24 mg/kg
- total xylenes: 1.0 mg/kg
- total lead: 750 mg/kg

These residual goals were chosen using a combination of U.S. Environmental Protection Agency (EPA) preliminary remediation goals (PRGs) and RWQCB risk-based screening levels (RBSLs).

The TPHmo and TPHd remedial goals were based on the values provided in the RWQCB RBSLs for the industrial/commercial land-use scenario in which groundwater is not considered a potential source of drinking water. LFR has used information in this document as an informative tool in the process of evaluating whether a release of chemicals may or may not be considered significant.

The RWQCB has prepared a technical document entitled "Application of Risk-Based Screening Levels and Decision Making to Sites With Impacted Soil and Groundwater" (Interim Final, August 2000). The document presents lookup tables of conservative RBSLs for over 100 chemicals commonly found in affected soil and groundwater at sites where releases of hazardous substances have occurred. The report describes how the RBSLs were developed and provides detailed tables and appendices in support of the summary lookup tables. The document is intended to help expedite the preparation of

environmental risk assessments at sites where affected soil and groundwater have been identified.

As an alternative to preparing a formal risk assessment, soil and groundwater data collected at a site can be directly compared to the RBSLs and the need for additional work evaluated. It is anticipated that this document will be especially beneficial for use at small- to medium-size sites (similar to this Site) where the preparation of a more formal risk assessment may not be warranted or feasible because of time and/or cost constraints.

The total lead remedial goal of 750 mg/kg was based on the value provided in the EPA PRGs for industrial sites. For comparison purposes, the RBSL for lead at industrial sites in which groundwater is not considered a potential source of drinking water is 1,000 mg/kg.

4.0 SOIL REMEDIATION

Based on previous investigations, two areas were identified as containing lead-affected soil at concentrations exceeding the industrial PRG. These areas are located in the northern (lower) and central (upper) portions of the Site. A further area in the southern portion of the Site was identified as containing TPH-affected soil at concentrations exceeding RBSLs. In June and July of 2002, LFR supervised the excavation and off-site disposal of the affected soil in the following areas (Figure 2):

- The lower lead excavation area, located near former soil boring LF-30, was excavated to approximately 2 feet below ground surface (bgs)
- The upper lead excavation area, located near former soil boring LF-13, was excavated to approximately 2 feet bgs
- The TPH-affected excavation area, located near former soil borings LF-4 and LF-5, was excavated to a depth of approximately 5 to 8 feet bgs

As the excavations progressed, confirmation samples were collected from the base and the sidewalls of each excavation after the removal of affected soil. Excavation continued until the analysis of confirmation sample results indicated that the remedial goals for affected soil in the areas had been met. Results of the remediation activities are presented in LFR's "Report of Soil Remediation Activities," dated September 26, 2002.

Approximately 2,800 tons of lead-affected soil were removed from the lower and upper lead excavations. The excavated soil was stabilized to below soluble threshold limit concentration (STLC) levels by mixing the soil with approximately 10 percent cement to fixate the lead. The treated soil was then transported to Allied Waste's Forward Landfill, a Class 2 nonhazardous waste landfill located in Stockton, California. A total of approximately 742 tons of TPH-affected soil was excavated and transported to Allied Waste's Forward Landfill for off-site disposal.

The analytical results of the confirmation samples collected from the base and sidewalls of the excavations indicated that the remedial goals established for lead- and fuel-affected soil had been successfully achieved at the Site. LFR therefore recommended in its Report of Soil Remediation Activities that the Site be granted no-further-action status and that additional soil removal and handling activities be conducted under the guidance of this SMP.

5.0 SOIL MANAGEMENT PROTOCOLS DURING SITE DEVELOPMENT

The following sections present the management protocols for handling, moving, stockpiling, and reusing native soil during the development at the Site. Contingency protocols to be followed when unknown contamination or underground structures are identified are also presented.

5.1 Soil Management Strategy

Throughout the grading activities associated with the redevelopment of the Site, native soil and existing fill material will be handled and moved from one portion of the Site to another.

As described above, the analysis of confirmation samples collected from the areas of excavations indicated that the remedial goals for lead- and fuel-affected soil at the Site have been met. An objective of this SMP is to further minimize the potential for exposure to residual concentrations of lead and fuel in soil by developing a strategy for the management of reuse-soil at the Site. In addition, this SMP addresses the concern that soils meeting the remedial goals may be classified as hazardous waste if they are removed from the Site due to the relatively high solubility of the lead.

Many of the projected construction activities at the Site will require limited excavation of native soil. Other construction activities proposed will require soil to be added for grading. The net balance of soil from cut and fill grading will probably not require removal of soil from the Site. LFR recommends that the shallow soil, which contains residual levels of lead and TPH, be stripped off to a depth of approximately 1 to 2 feet bgs and placed in deeper fills as part of the normal site grading activities, to minimize the potential of future exposure of this soil to site occupants. Although off-site disposal of soil is not anticipated, any soil to be disposed of off site will be tested and disposed of at an appropriately licensed landfill following applicable federal and state laws and regulations.

In addition, fill material, which is present in portions of the Site, may include construction debris, concrete, rock, glass, wood, bricks, and other debris such as pieces of metal. It may be necessary to remove soil containing this material, which will also be tested and disposed of in accordance with all applicable laws and regulations.

5.2 Measures to Minimize Dust from Soil Movement and Handling

Soil handling activities can result in exposure to dust. Dust control measures will be implemented during the construction at the Site. In general, the most effective dust control measure is to water all active construction areas at least twice per day or as necessary to prevent visible dust plumes from migrating off site. Also, tarpaulins or other effective covers may be used for trucks carrying soils on and off site.

5.3 Reuse of Excavated Soil

Soil that is excavated within the Site may need to be stockpiled before it is reused. There are three potential concerns associated with the stockpiling of soils: dust generation, erosion, and unauthorized access to the stockpiles. The risk management measures that will be implemented to control dust from the stockpiles are described below.

Water will be used to mitigate dust generated during the creation, movement, or use of the soil stockpiles. Overwatering, which could result in excessive runoff, will be avoided. Dust palliatives or other methods of dust control may be used if water proves to be inadequate.

While stockpiles are in place, dust will be controlled using a cover or an alternative method that provides equivalent protection. If the stockpiles are covered, the cover will consist of anchored plastic sheeting or equivalent cover. The method of covering will be determined based on the anticipated time the stockpiles will be in place, weather conditions, and other practical factors such as the size of the stockpiles.

5.4 Soil for Landscaped Areas

This section applies to landscaped areas that will be accessible for human use. Materials used for landscaped areas will consist of imported materials composed of sand, topsoil, or fill that meets the prevailing commercial standards for use in commercial developments or on-site material (such as native soil) that has been specifically approved for reuse and meets the prevailing commercial standards.

5.5 Contingency Protocols for Identifying Affected Media or Underground Structures

The protocols to be followed in the event that unknown areas of contamination and/or underground structures are identified during site development are described in this section. These protocols will be conducted by the owner, lessee, or other entity, such as a contractor or qualified consultant, designated or certified by the owner or lessee.

Unknown conditions that may trigger contingency monitoring procedures during site development include but are not limited to those listed below. Discovery of any of these conditions could require either alternative or additional measures to protect human health and the environment.

- oily, shiny, or saturated soil or free product in previously undocumented areas
- discovery of a UST
- discovery of debris associated with former wrecking yard activities
- other conditions that vary materially from those documented during previous investigations

If free product is encountered, the areal extent and thickness will be characterized and excavated. The excavated soil will be stockpiled and disposed of off site.

During the course of excavation and construction activities within the Site, it is possible that USTs, sumps, or other underground structures that were not identified during previous site investigations will be discovered. For example, USTs may be identified during grading and site excavation activities by the presence of vent pipes that extend above the ground surface, product distribution piping that leads to the UST, fill pipes, backfill materials, or the UST itself. Other structures might not have features that extend above the surface and could be unearthed when construction equipment comes into contact with them. The following section outlines the measures that govern identification and removal of USTs and appropriate measures for addressing other underground structures identified during development.

Chapter 6.7 of the California Health and Safety Code contains the specific requirements for removing and remediating contamination associated with a leaking UST. The Contra Costa County Hazardous Materials Program (CCCHMP) is responsible for local oversight and overseeing the removal of any UST; however, the RWQCB maintains responsibility for overseeing environmental investigations and responses arising from releases from any UST at the Site. Accordingly, the RWQCB and the CCCHMP will be notified in the event that a UST or appurtenant piping is discovered during construction and development of the Site.

Environmental investigations and responses required following removal of the UST will be conducted under the direction of the RWQCB and in accordance with the specific provisions delineated in Chapter 6.7 of the California Health and Safety Code.

For other subsurface structures that may have been related to former use and storage of chemicals, such as underground vaults and sumps, the following procedures should be implemented to determine the proper disposition of the encountered structure.

The structure should be inspected to assess whether it contains any indication of chemical residuals or free liquids other than water. The owner or lessee's designated environmental engineer will make this assessment using field observations. If there is no

indication, based on visual observation, odor, or field air monitoring equipment, that chemicals are or were present within the vault or sump, then removal of the structure is not necessary for environmental reasons.

If a sump or vault contains liquids that appear to contain chemicals, based on visual observations, odor, or field air monitoring equipment, then the following steps shall be taken:

- Characterize the chemical and determine appropriate response action.
- Sample potentially chemical-containing liquids for profiling purposes.
- Properly remove and dispose of liquids under the direction of the owner or lessee's designated environmental engineer.
- Notify the RWQCB and/or CCCHMP before the selection of an appropriate response.

5.6 Access Control During Construction

The potential for trespassers or visitors to gain access to construction areas and come into direct contact with potentially contaminated soils or groundwater will be controlled through the implementation of the access and perimeter security measures.

5.7 Construction Worker Management Measures

During construction activities, workers that may directly contact the native soil will conduct the work in accordance with California Occupational Safety and Health Administration (Cal/OSHA) training and worker protection rules and regulations. The types of hazards that construction workers or other workers involved in soil disruptive activities are most likely to encounter include the following:

- identifying previously unknown structures or areas of contamination
- having direct contact with fill materials that contain inorganic constituents including lead or petroleum compounds

Cal/OSHA is the state agency that is responsible for monitoring compliance with worker health and safety laws and requirements. Compliance with standard Cal/OSHA regulations, particularly Title 8, Chapter 4, "Division of Industrial Safety," will minimize the potential effects associated with excavation activities, as the intent of these standards is to prepare workers for the types of hazards that are likely to be encountered during such activities. All activities conducted within the Site must be in compliance with current Cal/OSHA rules and regulations, even if not expressly noted in this SMP. Further, all workers involved in subsurface activities must conduct the work in compliance with an environmental health and safety plan (HSP). The HSP will be an additional mechanism that will protect workers engaging in intrusive work. To achieve

that goal, the HSP will delineate the specific potential hazards associated with contact with native soils at the Site and will inform workers that the subsurface material may contain lead or petroleum compounds. The HSP will also define the methods to be employed to minimize the hazards associated with such activities.

The minimum health and safety guidelines for all workers engaging in intrusive work at the Site are provided below. Preparation of and compliance with all aspects of the HSP is the responsibility of the individuals engaged in the intrusive activities. HSPs prepared for any construction projects will be kept on site during the project. This SMP does not require that construction workers working at the Site comply with Cal/OSHA standards for Hazardous Waste Operations and Emergency Response, unless the companies conducting intrusive work at the Site conclude it is required after thoroughly evaluating the residual soil analytical data in relation to the potential exposure to those chemicals necessitated by the type of work being conducted.

5.8 Environmental Health and Safety Guidelines

Although this SMP establishes the minimum requirements for an HSP, the HSP is a stand-alone document developed by the owner or lessee's designated contractor or qualified environmental consultant before the initiation of any construction activities that would disrupt the native soils. It is the responsibility of the individual preparing the HSP to verify that the components of the HSP are consistent with current worker health and safety rules and regulations. All workers, including utility repair workers or other workers who may directly contact native soil or groundwater, would perform all activities in accordance with an HSP. Consistent with Cal/OSHA standards, an HSP would not be required for workers such as carpenters, painters, or others who would not be performing activities that disrupt native soils.

The HSP will be designed to identify, evaluate, and control safety and health with respect to the chemicals present in the soil and groundwater. The HSP will require that the on-site Health and Safety Officer conduct periodic briefing meetings (tailgate meetings) with construction personnel on the reporting requirements to be undertaken when underground structures are identified. Compliance with all aspects of the HSP is the responsibility of the party conducting the construction activities.

Table 1
TPH and VOC Concentrations in Soil
Anthony's Auto, Pinole, California
Concentrations in milligrams per kilogram (mg/kg)

Sample ID	Sample Depth	Petroleum Hydrocarbons			Volatile Organic Carbons									PCBs
		TPHd	TPHg	TPHm	1,2,4-Trimethylbenzen	1,3,5-Trimethylbenzen	2-Butanone	Acetone	Benzene	m,p-Xylenes	Naphthalene	o-Xylene	Toluene	
LF-1-10	9.5-10	1.7 YH	<1.0	17	<0.005	<0.005	<0.01	<0.02	<0.005	<0.005	<0.005	<0.005	<0.005	NA
LF-2-10	9.5-10	<1.0	<1.0	<5.0	<0.0051	<0.0051	<0.01	<0.02	<0.0051	<0.0051	<0.0051	<0.0051	<0.0051	NA
LF-3-1	0.5-1	5.2 YH	<1.0	44	<0.0048	<0.0048	<0.0096	<0.019	<0.0048	<0.0048	<0.0048	<0.0048	<0.0048	NA
LF-3-5.5	5-5.5	2.8 YH	<1.0	13	<0.0049	<0.0049	<0.0098	<0.02	<0.0049	<0.0049	<0.0049	<0.0049	<0.0049	NA
LF-4-1	0.5-1	40 YH	<1.0	190	<0.0051	<0.0051	<0.01	<0.02	<0.0051	<0.0051	<0.0051	<0.0051	<0.0051	NA
LF-5-1	0.5-1	1800 YH	<1.0	1900 L	<0.0049	<0.0049	0.0340	0.1200	<0.0049	<0.0049	<0.0049	<0.0049	0.0054	NA
LF-5-4	3.5-4	6200 YH	<1.0	9600	0.0230	0.0097	<0.01	<0.02	<0.005	0.0093	<0.005	0.0068	<0.005	ND
LF-6-5	4.5-5	28 Y	1300 YH	34 L	120	43	<10	<20	<5	38	25	23	<5	NA
LF-6-10	9.5-10	2.6 Y	1.7 YH	6.5 Y	0.0790	0.0270	<0.01	<0.02	0.0064	0.0510	0.0230	0.0320	<0.005	NA
LF-7-5	4.5-5	28 YH	<1.0	84	0.0170	0.0052	<0.0096	0.0460	<0.0048	0.0150	0.0068	0.0080	0.011	NA
LF-44-1	0.51	180 YH	<1.0		<0.0051	<0.0051	<0.01	<0.02	<0.0051	<0.0051	<0.0051	<0.0051	<0.0051	NA

Data entered by TIH. Data proofed by LIU.

Notes:

All samples collected 4/27/01

L = Lighter hydrocarbons contributed to the quantitation

H = Heavier hydrocarbons contributed to the quantitation

Y = Sample exhibits fuel pattern which does not resemble laboratory standard

NA = Not analyzed

ND = Not detected

TPH = Total petroleum hydrocarbons

VOCs = Volatile organic compounds

VOCs were analyzed by EPA method 8260. Only those compounds that were detected in one or more sample are listed on this table.

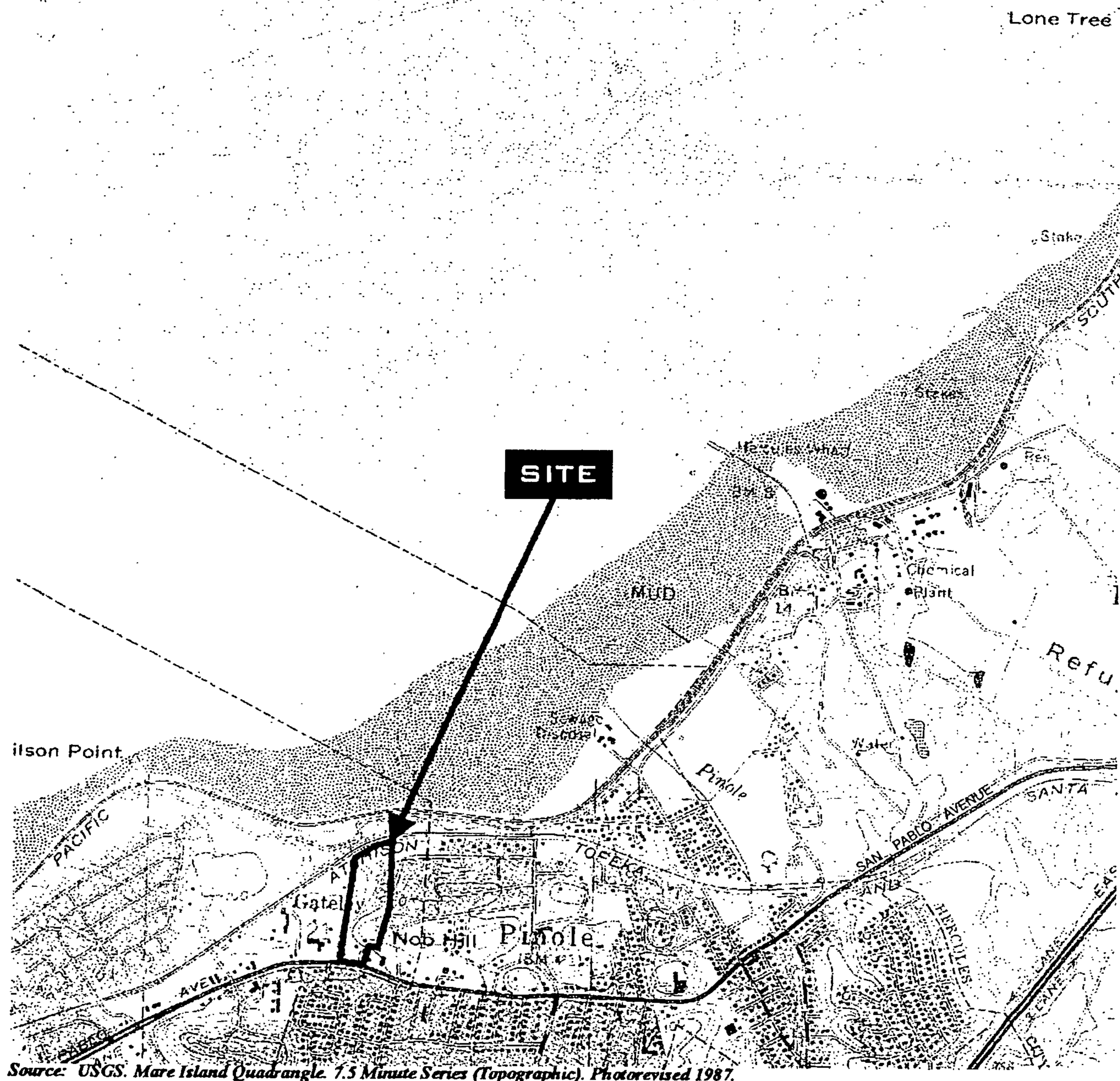
Table 2
Lead Concentrations in Soil
Anthony's Auto, Pinole, California
Concentrations in milligrams per kilogram (mg/kg)

482270

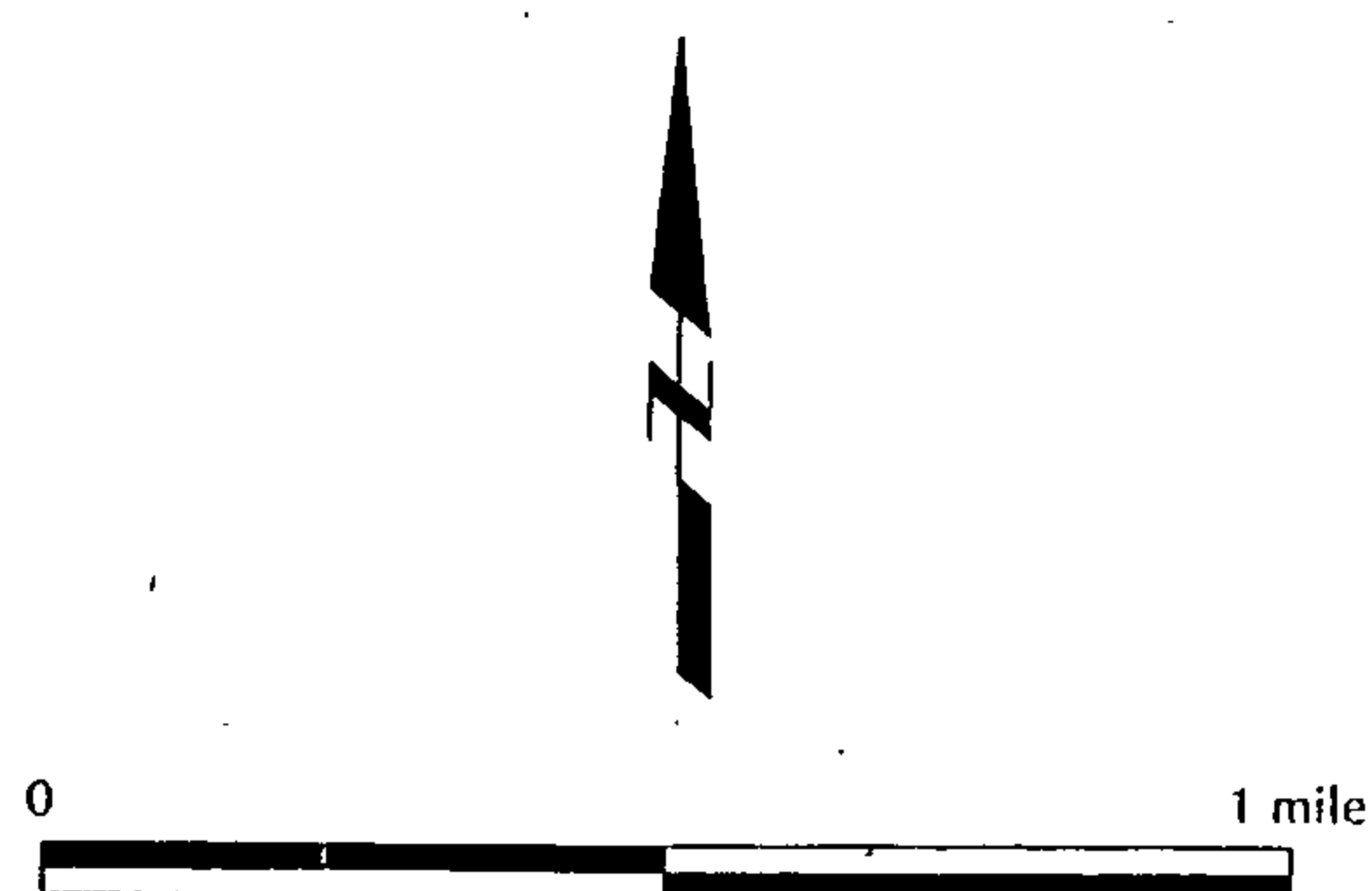
Sample Location	Sample ID	Depth Interval	Lead (mg/kg)
LF-8	LF-8-0.5	0-0.5	27
	LF-8-2	1.5-2	29
LF-9	LF-9-1	0.5-1	410
	LF-9-2	1.5-2	25
LF-10	LF-10-0.5	0.5-1	98
	LF-10-2	1.5-2	8.5
LF-11	LF-11-0.5	0-0.5	19
	LF-11-2	1.5-2	1.7
LF-12	LF-12-0.5	0-0.5	6.6
	LF-12-2	1.5-2	5.4
LF-13	LF-13-0.5	0-0.5	940
	LF-13-2	1.5-2	5.0
LF-14	LF-14-0.5	0-0.5	210
	LF-14-2	1.5-2	270
LF-15	LF-15-0.5	0-0.5	9.4
	LF-15-2	1.5-2	2.7
LF-16	LF-16-0.5	0-0.5	52
	LF-16-2	1.5-2	2.3
LF-17	LF-17-0.5	0-0.5	36
	LF-17-2	1.5-2	2.1
LF-18	LF-18-0.5	0-0.5	63
	LF-18-2	1.5-2	2.0
LF-19	Not drilled		
LF-20	LF-20-0.5	0-0.5	19
	LF-20-2	1.5-2	120
LF-21	LF-21-0.5	0-0.5	38
	LF-21-2	1.5-2	160
LF-22	LF-22-0.5	0-0.5	9.0
	LF-22-2	1.5-2	2.5
LF-23	LF-23-0.5	0-0.5	82
	LF-23-2	1.5-2	5.3
LF-24	LF-24-0.5	0-0.5	31
	LF-24-1	0.5-1	140
	LF-24-2	1.5-2	62
LF-25	LF-25-0.5	0-0.5	110
	LF-25-2	1.5-2	42
LF-26	LF-26-0.5	0-0.5	57
	LF-26-2	1.5-2	12
LF-27	LF-27-0.5	0-0.5	44
	LF-27-2	1.5-2	2.6
LF-28	LF-28-0.5	0-0.5	160
	LF-28-2	1.5-2	3.4
LF-29	LF-29-0.5	0-0.5	85
	LF-29-2	1.5-2	3.1
LF-30	LF-30-0.5	0-0.5	1500
	LF-30-2	1.5-2	7.5
LF-31	LF-31-0.5	0-0.5	17
	LF-31-2	1.5-2	2.9
LF-32	LF-32-0.5	0-0.5	16
	LF-32-2	1.5-2	7.3
LF-33	LF-33-0.5	0-0.5	290
	LF-33-2	1.5-2	6.2
LF-34	LF-34-0.5	0-0.5	180
	LF-34-2	1.5-2	43
LF-35	LF-35-0.5	0-0.5	31
	LF-35-2	1.5-2	9.6
LF-44	LF-44-1	0.5-1	34

Data entered by TIH. Data proofed by LIU.

482270



Source: USGS. Mare Island Quadrangle. 7.5 Minute Series (Topographic). Photorevised 1987.



Site Vicinity Map

Anthony's Auto Wreckers, 850 San Pablo Avenue, Pinole, CA

DLFR
LEVINE • FRICKE

Figure 1

G:\8171\8171SV01.CDR 061901



EXHIBIT E**FORM OF GRANT DEED**

**Recording Requested by
and when Recorded, return to:**

GRP Shores, LLC
2350 N. University Drive #848300
Pembroke Pines Florida 33084
Attention: Hector Vinas

APNs: 402-230-015, 16, 17, 18, 20 & 22

Space above this line for Recorder's Use.

Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____

City Transfer Tax is: \$ _____

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale,

☒ City of Pinole

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Pinole, a California municipal corporation ("**Grantor**" or "**City**"), hereby grants and conveys to GRP Shores, LLC, a California limited liability company ("**Grantee**"), the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its City Manager on this ____ day of _____, 202__.

Andrew Murray, City Manager
City of Pinole

5099095.1

**COMMUNITY WORKFORCE AND TRAINING
AGREEMENT**

FOR

PINOLE SHORES II PROJECT

IN

CITY OF PINOLE

**CONTRA COSTA COUNTY,
CALIFORNIA**

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement (“Agreement”) is entered into by GRP Shores, LLC, a California limited liability company (“Primary Employer”), and UA Plumbers and Steamfitters Union, Local 159, International Brotherhood of Electrical Workers Union, Local 302, Sheet Metal Workers Union, Local 104, Sprinkler Fitters Union, Local 483, and District Council of Ironworkers, individually referred to as a “Union” and collectively referred to as the “Unions.”

1.2. The Pinole Shores II Project consists of the construction of two tilt up wholesale distribution and warehouse buildings with accessory office space for a total of approximately 117,943 square feet of warehouse and approximately 10,000 square feet of office floor area, along with loading docks, exterior parking, and circulation improvements, with associated infrastructure and related improvements (the “Project”). The Project is proposed for construction on 7.37 acres located at 830-848 San Pablo Avenue (Assessor Parcel Numbers: 402-230-015, -016, -017, -018 and -220) in the City of Pinole, Contra Costa County, California (the “Project Real Property”). GRP Shores, LLC, a California limited liability company (“Owner”) is in contract with the City of Pinole (“City”) to acquire and own the Project Real Property and to control the site at which the Project will be constructed. This Agreement is expressly subject to and conditioned upon Owner closing escrow on its acquisition of the Project Real Property in accordance with its purchase agreement with the City.

1.3. Primary Employer intends to develop and construct the Project for a retail and/or commercial owner. Upon acquisition of the Project Real Property, Primary Employer will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work (as defined in Sections 3.1 and 3.2 below) on the Project, and, consistent with its normal and customary practice, by acting as the general contractor on the Project and by making all decisions within the scope of the general contractor’s authority. For example, Primary Employer will prepare all bid specifications and bid packages, select all subcontractors, and award all subcontracts for construction work on the Project. Primary Employer reserves the right to perform construction work on the Project with its own employees. Primary Employer will also, subject to this Agreement and the applicable Master Agreement (as defined in Paragraph 1.5), determine the scheduling of work, including uniform start times and the necessity for and the times of shift work, enforce any drug and alcohol abuse policy that is agreed to by any contractor or subcontractor and the appropriate local Union signatory to this Agreement, remove any employee whether

employed by it or by any subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job, order corrective action necessary to maintain reasonable and lawful standards for workplace health and safety, act as Coordinator of the Project, participate in Pre-Job Conferences and Mark-Up Meetings, and, at its option, participate in the resolution of any grievances. Primary Employer has been authorized by the Owner to enter into this Agreement with respect to the Project.

1.4. As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work, will be subject to this Agreement by executing the attached Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as “Employer” or “Employers”).

1.5. The Unions are labor organizations in the plumbing, sprinkler fitting, electrical and mechanical/sheet metal trades whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement (“Master Agreement”) that covers the geographical area of the Project. Where the term “Master Agreement” is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6. It is understood and agreed by and between the parties to this Agreement that the final plans for the Project may be subject to design changes and modifications, or may be revised as a result of the approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as it is finally approved by such entities and agencies. In addition, the general description and location of the Project Real Property and the Assessor Parcel Numbers described in Section 1.2 are based on the best information available at the time of the execution of this Agreement and shall not limit the scope of the Agreement should the portion of the Project controlled by the Primary Employer, or an assignee or affiliate of the Primary Employer, now or in the future, include additional or different Assessor Parcel Numbers.

2. PURPOSE

2.1. A large labor pool represented by the Unions will be required to execute the work involved in the Project. This Agreement is intended by the parties to ensure that a sufficient supply of skilled craft workers is available at the Project and that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically, with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties have, through collective bargaining, established in this Agreement adequate and fair wage levels and working conditions and measures to secure labor peace that will be binding on all Employers and the Unions during the term of the Agreement.

2.2. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when Union employees are required to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are Union members. For any work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or similar activity for any reason whatsoever.

2.3. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

3. SCOPE OF AGREEMENT

3.1. This Agreement covers all on-site construction, alteration or repair of buildings, structures and other works and related activities for the Project which are within the craft jurisdiction of the Unions and which are, directly or indirectly, a part of the Project, including, without limitation, all tenant improvements and all

construction or improvements required as a condition of approval by any public agency, and all on-site fabrication work over which the Primary Employer or other Employer possesses the right of control (including work done for the Project in any temporary yard or area near the Project). This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Agreement or local addenda to a national agreement of the applicable Union(s). All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work”.

3.2. Work excluded from the definition of Covered Work under this Agreement includes, but is not limited to, the following:

- a) All work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- b) All work on or with equipment and machinery owned or controlled and operated by the Primary Employer.
- c) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down or storage areas) which is not covered by the fabrication provision in the applicable Master Agreement or local addenda to a national agreement of one of the Unions.
- d) Any work performed on, near, or leading to the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- e) All off-site maintenance of leased equipment and on-site supervision of such maintenance work.
- f) All work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee.
- g) All laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

h) All non-construction support services contracted by the Primary Employer in connection with this Project.

i) All maintenance and repair work that is not customarily contracted out to a contractor in the construction industry.

j) All construction, installation and improvement work on any individual fixture, equipment, office or commercial space contracted for or performed by an individual tenant after issuance of the certificate of completion of the building core and shell, or if no such certificates are issued, then after a temporary certificate of completion, a temporary certificate of occupancy, or a similar form of government acceptance is issued on the entire shell building.

k) All construction and improvement work on any individual office or commercial space contracted by Primary Employer or the building owner more than twelve (12) months after issuance of the certificate of completion of the building core and shell, or if no such certificates are issued, then after a temporary certificate of completion, a temporary certificate of occupancy, or a similar form of government acceptance is issued on the entire shell building.

3.3. This Agreement shall be binding only on the signatory Employers, and it shall not apply to their parents, affiliates, or subsidiaries, unless such parent, affiliate or subsidiary meets the definition of Employer set forth in Section 1.4 of this Agreement.

3.4. It is understood that the Primary Employer, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

4. MANAGEMENT RIGHTS

4.1. The Employers retain full and exclusive authority for the management of their operations. The management rights retained by the Employers, including those rights stated in this Section 4.1, shall not be limited except under the provisions of this Agreement or the Master Agreements described in Section 1.5. The Employers shall direct their working forces at their prerogative, including but not limited to hiring, promotion, transfer, layoff, discipline or discharge consistent with the applicable Master Agreement; the assignment and scheduling of work; and the assignment of overtime work. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working efforts of employees. The Employers shall use the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by

workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than as may be required by safety regulations, on the number of employees assigned to any crew or to any service.

5. SUBCONTRACTING

5.1. Primary Employer and each other Employer, agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

5.2. Primary Employer and each other Employer, agree that they will contract for the performance of Covered Work only with a person, firm, corporation, or other entity that is a party to this Agreement and signatory to the Master Agreement with the Union covering the geographic area of the Project and having traditional and customary jurisdiction over the work performed by that contractor or subcontractor. Any Employer (including the Primary Employer) performing Covered Work on the Project with its own employees shall, as a condition to working on the Project, at the time the work is performed, be signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement. Employers (other than Primary Employer) shall become a party to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

5.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement, and require as a condition precedent to the award of any construction contract or subcontract for the performance of Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the applicable Master Agreement. Any Employer that fails to require in a contract or subcontract that an Employer become signatory to this Agreement as required by Section 5.1 or 5.2 shall be liable for any failure of that Employer, or any Employer at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

6. MINIMUM BID REQUIREMENT

6.1. The provisions of Article 5 shall not apply to the award of Covered Work if the Employer awarding that work does not receive bids on that work on or before the deadline for receiving such bids from at least three (3) persons, firms, or corporations that are signatory to a Master Agreement with the Union having jurisdiction over the work ("signatory contractors"). The Unions shall, upon request, provide a list of at least three persons, firms, corporations, or other entities that are signatory to the Master Agreement with the Union covering the geographic area of the Project and having traditional and customary jurisdiction over the work performed by that contractor or subcontractor ("Signatory Contractor List")

6.2. The provisions of Section 6.1 shall not apply unless the Employer seeking to invoke such provisions has complied with all of the following:

6.2.1. Provided written notice of the solicitation of bids to at least three (3) contractors on the Signatory Contractors List that are signatory to the Master Agreement of the Union that has jurisdiction over the work and to such Union concurrently with the first bid solicitation and at least thirty (30) days in advance of the deadline for receipt of bids. The written notice shall: (a) identify the person to whom requests for bid specifications or other information regarding the bidding process should be directed; (b) include the names of all Union signatory contractors of the applicable Union that have received the bid solicitation; and (c) include the following statement in all capital letters: "30-DAY NOTICE OF SOLICITATION OF BIDS FOR THE PINOLE SHORES II PROJECT PURSUANT TO SECTION 6.2.1 OF THE PINOLE SHORES II PROJECT COMMUNITY WORKFORCE AND TRAINING AGREEMENT";

6.2.2. Provided the bid specifications, information and bidding requirements directly to any union-signatory contractor requesting the bid specifications in a timely manner following such contractor's request for bid specifications;

6.2.3. Established the same bid specifications and requirements for any non-signatory contractor submitting a bid as were established for any union-signatory contractor submitting a bid, whether or not the non-union bid is submitted after the Primary Employer has successfully invoked the provisions of Section 6.1 due to a failure to receive three (3) bids from union-signatory contractors. The awarding Employer shall make such bid specifications and requirements available to any Union upon the request of such Union;

6.2.4. Established bid specifications and requirements that are consistent with the awarding Employer's usual and customary bidding process and requirements for similar projects, and that are also in accordance with standard industry practice in the Project area for such projects;

6.2.5. Provided notice to the Union having jurisdiction over the work at least seventy-two hours (72) hours prior to the deadline for receipt of bids that the Employer has not received bids from three (3) or more persons, firms or corporations signatory to a Master Agreement with the Union having jurisdiction over the work in accordance with Section 6.1. The written notice shall include the following statement in all capital letters: "72-HOUR NOTICE OF FAILURE TO RECEIVE THREE (3) BIDS FOR THE PINOLE SHORES II PROJECT PURSUANT TO SECTION 6.2.5 OF THE PINOLE SHORES II PROJECT COMMUNITY WORKFORCE AND TRAINING AGREEMENT".

6.3. In the event that three bids have been received from union-signatory contractors on or before the bid deadline, but the awarding Employer regards one or more of the bids to be incomplete or otherwise not fully in accordance with the bidding requirements, such bid or bids shall be conditionally accepted as meeting the requirements of Section 6.1. The awarding Employer shall identify in writing the specific information required to complete the bid or otherwise satisfy the bidding requirements ("Incomplete Bid Statement"), and shall provide such Incomplete Bid Statement to the bidding contractor with a copy provided to the applicable Union. The Incomplete Bid Statement shall establish a reasonable time for submission of the additional information not to exceed five (5) business days, except where additional time to comply is warranted by unusual circumstances. If the bid remains incomplete at the new deadline for submission, the bid shall not be counted toward the three (3) bid minimum.

7. WAGES

7.1. All employees performing Covered Work (including foremen and general foremen if covered by the applicable Master Agreements) shall be classified and paid wages and other payments and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreements of the applicable Unions.

8. WORKWEEK AND HOLIDAYS

8.1. The normal workweek shall be governed by the applicable Master Agreement. The workweek may be changed by mutual consent.

8.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and day after Christmas. In the event a holiday falls on a Saturday, the prior day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property. The recognized holidays may be changed by mutual consent.

9. WORKING CONDITIONS

9.1. There will be no organized coffee breaks or other non-working time established during working hours, unless established by law or regulation or the applicable Master Agreement, provided, however, when working conditions permit, workers will be permitted to have personal containers of non-alcoholic beverages, the contents of which may be consumed during working hours at their assigned work locations.

9.2. There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Slowdowns and featherbedding practices will not be tolerated. The lawful manning provisions of the applicable Master Agreement shall govern.

9.3. Employers may establish such reasonable Project rules, as the Employers deem appropriate and not inconsistent with this Agreement and the applicable Master Agreement, which rules shall be subject to the grievance procedure should the Union(s) disagree with the reasonableness of the rule(s). In any dispute over the application of a rule, the grieving party may contest the reasonableness of the rule, the facts of the alleged violation and the appropriateness of any discipline imposed. These rules will be explained at any Pre-Job Conference and will be available at the Project site by the applicable Employer and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

10. WORKPLACE SAFETY

10.1. It shall be the responsibility of each Employer to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Employer as they respect that particular Employer's work. It is understood that the employees have an individual obligation to use diligent care to

perform their work in a manner and to protect themselves and the property of the Employer. Employers shall enforce any and all drug and alcohol abuse policies contained in the applicable Master Agreement. The parties hereby agree that the Primary Employer or any other Employer may delegate its obligations under this Article 10 to a sub-tiered contractor who actually performs the applicable work.

10.2. Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Employer. These rules will be published and made available at the work site. An employee's failure to satisfy his/her obligations under this Section 10.2 may subject the employee to discipline, including discharge.

10.3. The parties acknowledge that the environmental and safety restrictions governing conduct at the Project site may prohibit smoking at any time in any location or facility.

10.4. The Employer(s) shall provide adequate supplies of drinking water and sanitary facilities for all employees. Proper notification of this requirement shall be provided to the Employer(s) at any Pre-Job Conference and Mark-Up Meeting to ensure compliance with this Section 10.4.

11. UNION RECOGNITION

11.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.

11.2. All employees performing Covered Work shall be, or shall become and then remain, members in good standing of the Unions as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

11.3. It is agreed that the Unions shall be the source of all craft employees for Covered Work for the Project, except as provided in Article 6 above and Section 11.5 below. Employers agree to be bound by the hiring practices of the Unions and to utilize their registration facilities and referral systems.

11.4. Selection of applicants for referral to jobs shall be on a non-discriminatory basis. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in

the Union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

11.5. If the referral facilities maintained by the Unions are unable to fill the requisition of the Employers for employees within a 48-hour period after such requisition is made (Saturdays, Sundays and holidays excluded), applicants for such requisition may be employed from any source.

11.6. The selection of Foremen and/or General Foremen for Covered Work shall be the responsibility of the Employer. The Employer may require Foremen to be working employees.

12. STRIKES AND LOCKOUTS

12.1. During the life of this Agreement, the Unions, their agents, their representatives and other persons employed by the Unions agree that they shall not incite, encourage, condone or participate in any strike, handbilling, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever (including jurisdictional disputes) with respect to this Project; and there shall be no lockout by Primary Employer or any other Employer; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any party shall be entitled to seek relief pursuant to the grievance procedures in Article 14 specifically including injunctive relief and monetary damages, to restrain any such action on the part of the violating party, and/or any of its agents, representatives, or other persons it employs and to recover damages. In the event of a violation of this provision, and provided that an Arbitrator appointed under Article 14 cannot convene a hearing within 48 hours of the violation, any party involved in the violation may seek temporary injunctive relief in court pending a ruling, either preliminary or final, by an Arbitrator, pursuant to the grievance procedures in Article 14 who shall have the authority to modify or dissolve any temporary order that has been issued by a court.

12.1.1. The Unions shall not be liable for acts of employees that it does not represent. The principal officer or officers of a Union will immediately instruct, order, and use the best efforts of his office to cause the employees the Union represents to cease any violations of the Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.

12.2. In the event of a violation of this provision by the Unions, their agents, their representatives or the employees they represent, an Employer whose employees have not reported to work may be replaced with any other contractor or subcontractor in accordance with the provisions of Section 5.2.

12.3. Notwithstanding the provisions of Section 12.1 above, it is agreed that the Unions retain the right to withhold the services of their members from a particular contractor or subcontractor who fails to make timely payments to the Unions' benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Unions; provided, however, that in the event the Unions or any of their members withhold their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound in accordance with Section 5.2.

12.4. In the event that any applicable Master Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, the Unions shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for retroactive wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the period between the effective dates of such labor agreements, an amount equal to such wage and benefit increases established by the new labor agreement for such work performed.

13. JOINT LABOR/MANAGEMENT MEETINGS

13.1. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each contractor's contract. When a contract has been let to a contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of the Unions, contractor, or the Primary Employer.

13.2. The Primary Employer will schedule and may attend all Pre-Job Conferences and Mark-Up Meetings.

14. GRIEVANCE PROCEDURE

14.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than successorship) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

14.2. A grievance shall be considered null and void if not brought to the attention of the Employer within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later.

14.3. Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager of the Craft Unions and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred to the representative of the Craft Unions and the Manager of Labor Relations of the Employer or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days of referral, within five (5) working days thereafter, either party may request the dispute be

submitted to arbitration. The request for arbitration must be in writing with a copy to the Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Barry Winograd, John Kagel, Robert Hirsch, and William Riker will hear grievances filed pursuant to this Article. The Arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A "reasonable time" is defined as fifteen (15) calendar days when the grievance concerns employment discharge, and thirty (30) calendar days for all other grievances.

14.4. The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of transcript.

14.5. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and a court reporter, if any, and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decision shall be confined to the question posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

14.6. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

14.7. Either party to a grievance may invite Primary Employer to participate in resolution of a grievance. Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

14.8. Any of the time periods set forth in this Article may be extended by mutual, written consent of both parties.

15. SUCCESSORSHIP AND SURVIVABILITY

15.1. The subcontracting obligations described in Article 5 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project Real Property; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Project owner for any Covered Work; (iii) the sale or other transfer of all or any portion of the Project Real Property or any interest in the Project Real Property by any Project owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

15.2. The parties agree that: (i) if Primary Employer's involvement in the Project is terminated as described in Section 15.1; and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 5, then Primary Employer shall pay liquidated damages in accordance with Section 15.3 to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient, or impracticable to calculate and, accordingly, they agree to liquidated damages, which bear a reasonable relationship to the actual harm suffered by the Union and its members, as provided in Section 15.3 ("Liquidated Damages").

15.3 In the event that Liquidated Damages are owed pursuant to Section 15.2 above, Primary Employer shall pay an amount equivalent to the published hourly prevailing journeyman wage rate for the applicable craft. The Liquidated Damages shall be paid as follows: One-half (1/2) of the total amount to the qualified pension plan and one-half (1/2) to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Unions shall enforce, collect, and receive Liquidated Damages on behalf of their qualified pension plans and their qualified health and welfare plans. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions, including but not limited to the Liquidated Damages provisions, contained in this Article 15.

15.4. Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor, upon Primary Employer's receipt of a fully executed release by the Unions ("Release"). Such Release shall not be withheld if, under all the circumstances, the Unions, in the exercise of their reasonable judgment, determine that the successor has the financial means to complete the Project or portion of the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages.

15.5 This Article 15 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure set forth in Article 14.

16. GENERAL PROVISIONS

16.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or state government, the Employers and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall negotiate, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Unions shall be binding on all parties signatory to this Agreement.

16.1.1. If the Primary Employer and the Unions are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to procedures set forth in Sections 14.3, Step 4 and 14.4 through 14.8. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that has become invalid, inoperative, or unenforceable. The Arbitrator's decision, and the new article or provision, shall be final and binding on all parties signatory to the Agreement.

16.2. If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, or by any of the above-mentioned

tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative, or unenforceable, shall not be affected thereby.

16.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

16.4. The provisions of this Agreement shall take precedence over conflicting provisions of the applicable Master Agreement.

16.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

16.6. This Agreement may be executed in counterparts.

17. TERM

17.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 3.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of may 18,, 2023.

PRIMARY EMPLOYER

GRP Shores, LLC,
a California limited liability company


By: Hector R. Vinas
Its: Manager

UNIONS

DocuSigned by:
Nick Goodwin
CDD0ACFF0905484...

By: Nick Goodwin, Business Manager
UA Plumbers and Steamfitters Union,
Local 159

By: Tom Hansen, Business Manager
International Brotherhood of Electrical
Workers Union, Local 302

By: Rick Werner, Business Manager
Sheet Metal Workers Union, Local 104

DocuSigned by:
Jeff Dixon
062F147667D74BB...

By: Jeff Dixon, Business Manager
Sprinkler Fitters Union, Local 483

DocuSigned by:
D. Osborne
0879DF11AEC34C3...

By: Dave Osborne, President
District Council of Iron Workers of the
State of California and Vicinity

UNIONS

By: _____
Nick Goodwin, Business Manager
UA Plumbers and Steamfitters Union,
Local 159

By: _____
Tom Hansen, Business Manager
International Brotherhood of Electrical
Workers Union, Local 302

By: _____
Rick Werner, Business Manager
Sheet Metal Workers Union, Local 104

By: _____
Jeff Dixon, Business Manager
Sprinkler Fitters Union, Local 483

By: _____
Dave Osborne, President
District Council of Iron Workers of the
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By: _____
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International Brotherhood of Electrical
Workers Union, Local 302



By: _____
Rick Werner, Business Manager
Sheet Metal Workers Union, Local 104

By: _____
Jeff Dixon, Business Manager
Sprinkler Fitters Union, Local 483

By: _____
Dave Osborne, President
District Council of Iron Workers of the
State of California and Vicinity

**ATTACHMENT A
AGREEMENT TO BE BOUND**

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT
PINOLE SHORES II PROJECT**

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the Pinole Shores II Project Community Workforce and Training Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Pinole Shores II Project (as defined in Sections 1.2 and 3.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____

Name of Employer _____

(Authorized Officer & Title)

(Address)

ATTACHMENT B(1)**FULL ASSUMPTION AGREEMENT**

THIS ASSUMPTION AGREEMENT (“Assumption Agreement”) is by and between _____ (“Assignor”) and _____ [NEW PRIMARY EMPLOYER] (“Assignee”).

RECITALS

A. Assignor is the Primary Employer under a certain Community Workforce and Training Agreement dated _____, 2023 (the “Agreement”) with the UA Plumbers & Steamfitters Union, Local 159, the International Brotherhood of Electrical Workers Union, Local 302, Sheet Metal Workers Union, Local 104, Sprinkler Fitters Union, Local 483 and District Council of Ironworkers (collectively the “Unions”) concerning the development project located in the City of Pinole, Contra Costa County, California, known as the Pinole Shores II Project (the “Project”).

B. Assignor desires to assign to Assignee all of its rights and obligations under the CWTA with respect to all of the Project and the Project Real Property, as described on Exhibit ____ attached hereto, and to be released by the Unions, in accordance with Paragraph 15.4 of the CWTA and the Release of Liability attached hereto as Exhibit 1 (the “Release”), from all of Assignor’s rights and obligations under the CWTA with respect to the Project and the Project Real Property.

C. Assignee desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the CWTA with respect to the Project and the Project Real Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the “Effective Date”), subject to Assignor’s receipt of a fully executed original of the Release, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the CWTA with respect to the Project and the Project Real Property. Assignor acknowledges and Assignee express warrants that Assignor has no further interest in the CWTA or the Project and the Project Real Property, and that Assignor has no continuing obligations under the CWTA, and the Unions may treat the CWTA as if it had been made by Assignee.

2. As of the Effective Date, Assignee hereby assumes all of Assignor’s rights and obligations under the CWTA and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the CWTA to be performed by Primary Employer.

3. Assignee expressly warrants and represents that it possesses a valid California general contractor's license, directly employs on-site personnel and is an employer primarily engaged in the building and construction industry. Assignee agrees, and by execution of Exhibit 1 the Unions agree, that damages from the breach of the warranties and representations in this Assumption Agreement would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to Liquidated Damages which bear a reasonable relationship to the actual harm suffered by the Unions and their members, as calculated pursuant to the methodology set forth in Paragraph 15.3. If there is a breach of the warranties and representations of Assignee contained in this Assumption Agreement, and Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 5 of the CWTA, then Assignee shall pay Liquidated Damages, calculated pursuant to the methodology set forth in Paragraph 15.3 of the CWTA and to the entities described in Paragraph 15.3 of the CWTA, to compensate for the actual damages.

4. This Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

6. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

7. The address of Assignee for delivery of notices is: _____.

8. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented, or revised without the prior written consent of the Unions.

9. This Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

10. This Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the CWTA.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are on the date of this Assignment Agreement duly authorized by all necessary and appropriate action to execute this Assignment Agreement.

“ASSIGNOR”

“ASSIGNEE”

[*NEW PRIMARY EMPLOYER*]

Dated: _____

By: _____

Its: _____

Dated: _____

Exhibit 1 to Attachment B(1)**COMMUNITY WORKFORCE AND TRAINING AGREEMENT
RELEASE OF LIABILITY**

This Release of Liability ("Release") is made by UA Plumbers and Steamfitters Union, Local 159, International Brotherhood of Electrical Workers Union, Local 302, Sheet Metal Workers Union, Local 104, Sprinkler Fitters Union, Local 483 and District Council of Ironworkers ("Unions").

A. The Unions and GRP Shores, LLC ("Primary Employer") entered into that certain Pinole Shores II Project Community Workforce and Training Agreement, dated _____, 2023 (the "Agreement") whereby the parties agreed, in Article 16, that, upon execution and delivery to the Unions of an acceptable agreement by a financially responsible successor assuming all of Primary Employer's obligations under the CWTA ("Assumption Agreement"), the Unions shall release Primary Employer from all of its obligations under the CWTA.

B. Primary Employer and _____ have executed that certain Assumption Agreement, dated _____, and such agreement is acceptable to the Unions.

C. The Unions have determined that _____ is a financially responsible successor to Primary Employer, as contemplated by Article 15 of the CWTA.

D. In reliance upon the foregoing, including, but not limited to, the warranties and representations of Assignee contained in this Assumption Agreement, the Unions each acknowledge and agree that Primary Employer has satisfied the successorship criteria of Article 15 of the CWTA. Accordingly, the Unions do hereby, jointly, and severally, release Primary Employer from all subsequent obligations and undertakings of the CWTA, including liability for the payment of Liquidated Damages under Paragraph 15.3.

IN WITNESS WHEREOF, the Unions have caused this Release to be executed and effective from and after _____, 20____.

UNIONS:

By: _____
Business Manager, UA Local 159

By: _____
Business Manager, IBEW Local 302

By: _____
Business Manager, Sheet Metal Workers Local 104

By: _____
Business Manager, Sprinkler Fitters Local 483

By: _____
President, District Council of Iron Workers of the
State of California and Vicinity

ATTACHMENT B(2)**PARTIAL ASSUMPTION AGREEMENT**

THIS PARTIAL ASSUMPTION AGREEMENT (“Partial Assumption Agreement”) is by and between _____ (“Assignor”) and _____ **[NEW PRIMARY EMPLOYER]** (“Assignee”).

RECITALS

A. Assignor is the Primary Employer under a certain Community Workforce and Training Agreement dated _____, 2023 (the “Agreement”) with the UA Plumbers and Steamfitters Union, Local 159, International Brotherhood of Electrical Workers Union, Local 302, Sheet Metal Workers Union, Local 104, Sprinkler Fitters Union, Local 483 and District Council of Ironworkers (collectively the “Unions”) concerning the development project located in the City of Pinole, Contra Costa County, California, known as the Pinole Shores II Project (the “Project”).

B. Assignor desires to assign to Assignee all of its rights and obligations under the CWTA with respect to the portion of the Project and Property described on Exhibit attached hereto (the “Assignee Project Property”), and to be released by the Unions, in accordance with Paragraph 15.4 of the CWTA and the Release of Liability attached hereto as Exhibit 1 (the “Release”), from all of Assignor’s rights and obligations under the CWTA with respect to the Assignee Project Property.

C. Assignee desires to assume, for the benefit of the Unions, all rights, and obligations of Primary Employer under the CWTA with respect to the Assignee Project Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective **[DATE]** (the “Effective Date”), subject to Assignor’s receipt of a fully executed original of the Release, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the CWTA with respect to the Assignee Project Property. Assignor acknowledges and Assignee expressly warrants that Assignor has no further interest in the CWTA with respect to the Assignee Project Property, that Assignor has no continuing obligations under the CWTA, and that the Unions may treat the CWTA as if it had been made by Assignee with respect to the Assignee Project Property.

2. As of the Effective Date, Assignee hereby assumes all of Assignor’s rights and obligations under the CWTA with respect to the Assignee Project Property, and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the CWTA to be performed by Primary Employer with respect to the Assignee Project Property.

3. Assignee expressly warrants and represents that it possesses a valid California general contractor's license, directly employs on-site personnel and is an employer primarily engaged in the building and construction industry. Assignee agrees, and by execution of Exhibit 1 the Unions agree, that damages from the breach of the warranties and representations in this Partial Assumption Agreement would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to Liquidated Damages which bear a reasonable relationship to the actual harm suffered by the Unions and their members, as calculated pursuant to the methodology set forth in Paragraph 15.3 of the CWTA. If there is a breach of the warranties and representations of Assignee contained in this Assumption Agreement, and Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 5 of the CWTA, then Assignee shall pay Liquidated Damages, calculated pursuant to the methodology set forth in Paragraph 15.3 of the CWTA and to the entities described in Paragraph 15.3 of the CWTA, to compensate for the actual damages.

4. This Partial Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Partial Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance, and enforcement.

6. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

7. The address of Assignee for delivery of notices is:

8. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Partial Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented, or revised without the prior written consent of the Unions.

9. This Partial Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

10. This Partial Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the CWTA.

11. All of the obligations of Assignor under the CWTA, with respect to all of the Project Property, except for the Assignee Project Property, shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Partial Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories, whose signatures appear below, have been, and are on the date of this Partial Assignment Agreement, duly authorized by all necessary and appropriate action to execute this Partial Assignment Agreement.

“ASSIGNOR”

“ASSIGNEE”

[NEW PRIMARY EMPLOYER]

By:_____

Its:_____

Dated: _____

Dated: _____

Exhibit 1 to Attachment B(2)**COMMUNITY WORKFORCE AND TRAINING AGREEMENT
PARTIAL RELEASE OF LIABILITY**

This Partial Release of Liability (“Partial Release”) is made by UA Plumbers and Steamfitters Union, Local 159, International Brotherhood of Electrical Workers Union, Local 302, Sheet Metal Workers Union, Local 104, Sprinkler Fitters Union, Local 483 and District Council of Ironworkers (“Unions”).

A. The Unions and GRP Shores, LLC (“Primary Employer”) entered into that certain Pinole Shores II Project, Community Workforce and Training Agreement, dated _____, 2023 (the “Agreement”) whereby the parties agreed, in Article 15, that, upon execution and delivery to the Unions of an acceptable agreement by a financially responsible successor partially assuming Primary Employer’s obligations under the CWTA (“Partial Assumption Agreement”), the Unions shall release Primary Employer from its obligations under the CWTA to the extent that such obligations are transferred to such successor.

B. Primary Employer and _____ have executed that certain Partial Assumption Agreement, dated _____ with respect to the Assignee Project Property described therein, and such agreement is acceptable to the Unions.

C. The Unions have determined that _____ is a financially responsible successor to Primary Employer, as contemplated by Article 15 of the CWTA.

D. In reliance upon the foregoing, including, but not limited to, the warranties and representations of Assignee contained in this Assumption Agreement, the Unions each acknowledge and agree that Primary Employer has satisfied the successorship criteria of Article 15 of the CWTA with respect to the Assignee Project Property. Accordingly, the Unions do hereby, jointly, and severally, release Primary Employer from all subsequent obligations and undertakings of the CWTA with respect to the Assignee Project Property, including liability for the payment of Liquidated Damages with respect to the Assignee Project Property under Paragraph 15.3.

E. All obligations of Primary Employer with respect to all of the Project Real Property except for the Assignee Project Property shall remain in full force and effect.

IN WITNESS WHEREOF, the Unions have caused this Partial Release to be executed and effective from and after _____, 20____.

UNIONS:

By: _____
Business Manager, UA Local 159

By: _____
Business Manager, IBEW Local 302

By: _____
Business Manager, Sheet Metal
Workers Local 104

By: _____
Business Manager, Sprinkler Fitters
Local 483

By: _____
President
District Council of Iron Workers of the
State of California and Vicinity

APPEAL OF PLANNING COMMISSION DENIAL OF ENTITLEMENT EXTENSION

Pinole Shores II (CUP 23-05 & DR 23-12)

836–848 San Pablo Avenue

City Council Meeting – September 15, 2026



PURPOSE OF TODAY'S ITEM

- Council to receive staff report
- Conduct public hearing
- Provide direction on appeal of Planning Commission's August 10, 2026 denial



SOUTH AERIAL VIEW - 4

Receive Staff
Report and
Presentation



Conduct
Public Hearing
Appellant/Applicant
presentation (10
minutes)
Public Comment
Appellant/Applicant
Rebuttal (5
minutes)



Council
Discussion
and Direction



Resolution at
Next Meeting

BACKGROUND OF THE SITE & REDEVELOPMENT HISTORY

- Former Anthony Auto Wreckers site; blighted parcel targeted for redevelopment since 1999
- Environmental cleanup completed; site restricted to industrial, commercial, or office uses
- Redevelopment Agency dissolution → property transferred to City
- Development and Disposition Agreement (DDA) executed with GRP Shores in May 2022 for purchase and development

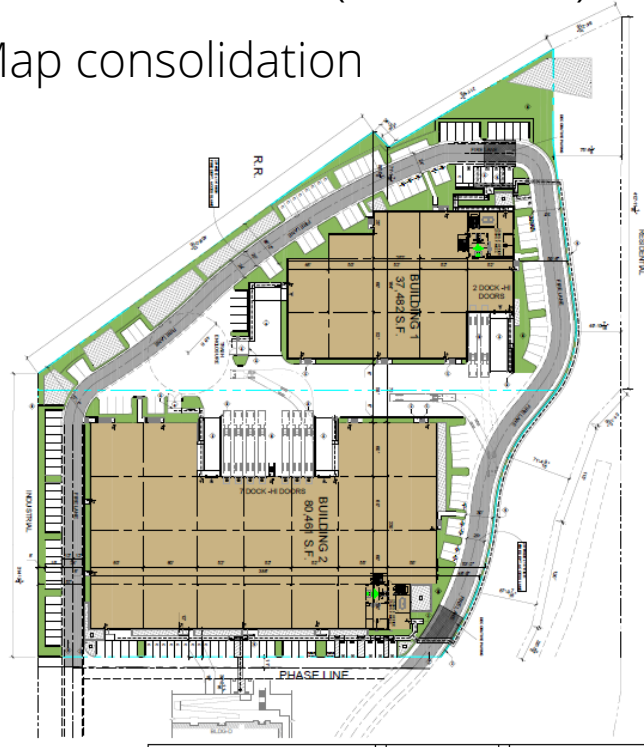


SUMMARY OF APPROVED ENTITLEMENTS

May 8, 2023: Approved Reso 23-04

Approved two 43'-tall 117,943 sq ft
wholesale/office distribution buildings

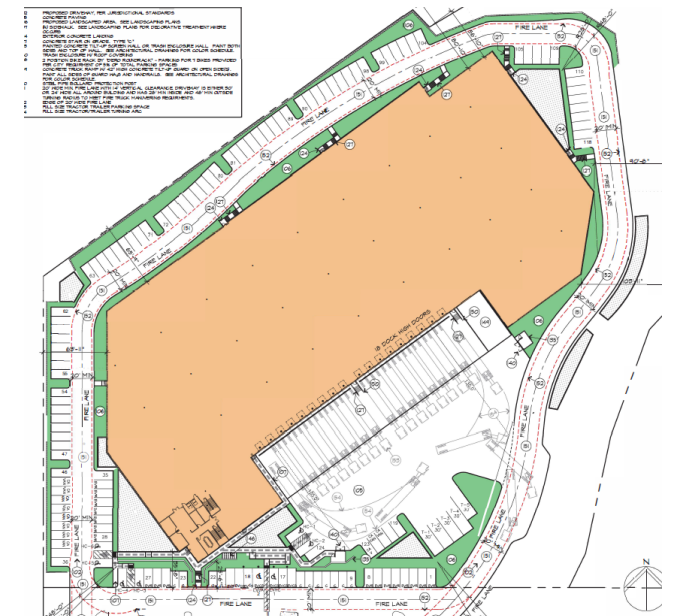
- Comprehensive Design Review (DR 21-19)
- Conditional Use Permit (CUP 23-03)
- Parcel Map consolidation



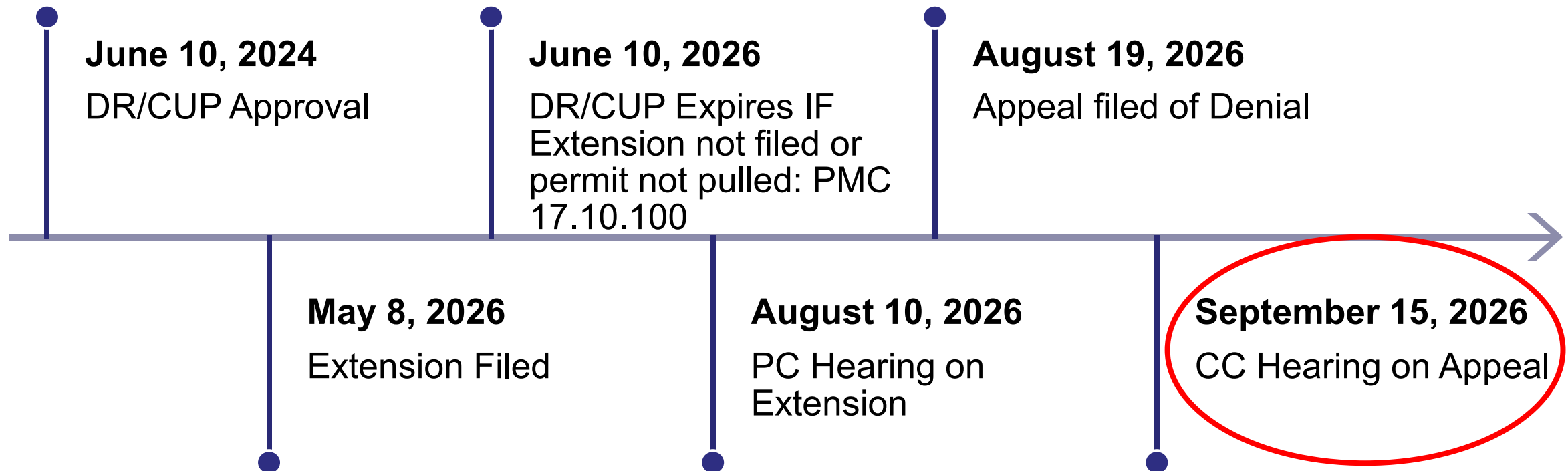
June 10, 2024: Approved Reso 24-02

Approved one 43'-tall tilt-up 119,228 sq ft
light-industrial/wholesale distribution building:

- Comprehensive Design Review (DR 23-12)
- Conditional Use Permit (CUP 23-05)
- Parcel Map consolidation
- Expires June 10, 2026



PROJECT TIMELINE & EXTENSION REQUEST



STAFF RECOMMENDATION TO PLANNING COMMISSION

PMC 17.10.100 PERMIT TIME LIMITS, EXTENSIONS, AND EXPIRATION.

C. Permit Extensions.

1. **Process.** *The same approving authority that granted the original permit may extend the period within which the exercise of a permit must occur. Notice and/or public hearing shall be provided in the same manner as for the original permit. An application for extension shall be filed not less than thirty (30) days prior to the expiration date of the permit, along with appropriate fees and application submittal materials.*
2. **Conditions.** *The permit, as extended, may be conditioned to comply with any development standards that may have been enacted since the permit was initially approved.*
3. **Permit extension findings.** *The extension may be granted only when the designated approving authority finds that the original permit findings can be made and there are no changed circumstances or there has been diligent pursuit to exercise the permit that warrants such extension.*

- Staff recommended approving the extension which would have granted entitlements through June 10, 2027
- Staff recommended extension findings could be made:
 - No changed land-use or permit circumstances
 - Applicant demonstrated diligent pursuit

PLANNING COMMISSION DENIES EXTENSION

Summary of Concerns:

Multi-year delays and
lack of visible
progress

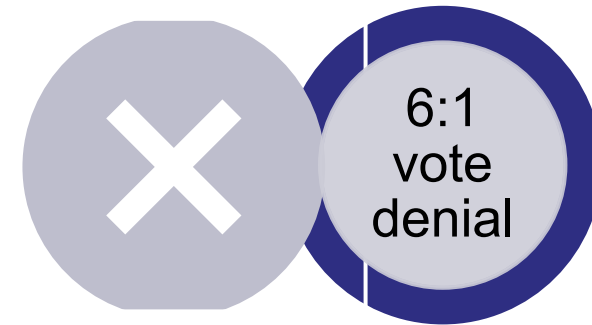
Insufficient steps
toward building permit
issuance

No identified tenant →
doubts about market
readiness

No updated plans
presented; unclear
substantive progress

PC majority believed
diligent pursuit was
not demonstrated

Additional concerns
about community
character, truck
impacts, EJ policies,
City revenue timing



Resolution 26-08

APPEAL FILED

- Appeal timely filed August 19, 2026 by Applicant/Appellant (GRP Shores LLC)
 - Supplemental materials and amended Appeal filed September 8, 2026
- Request: Council to reverse PC denial and grant an extension to June 10, 2027

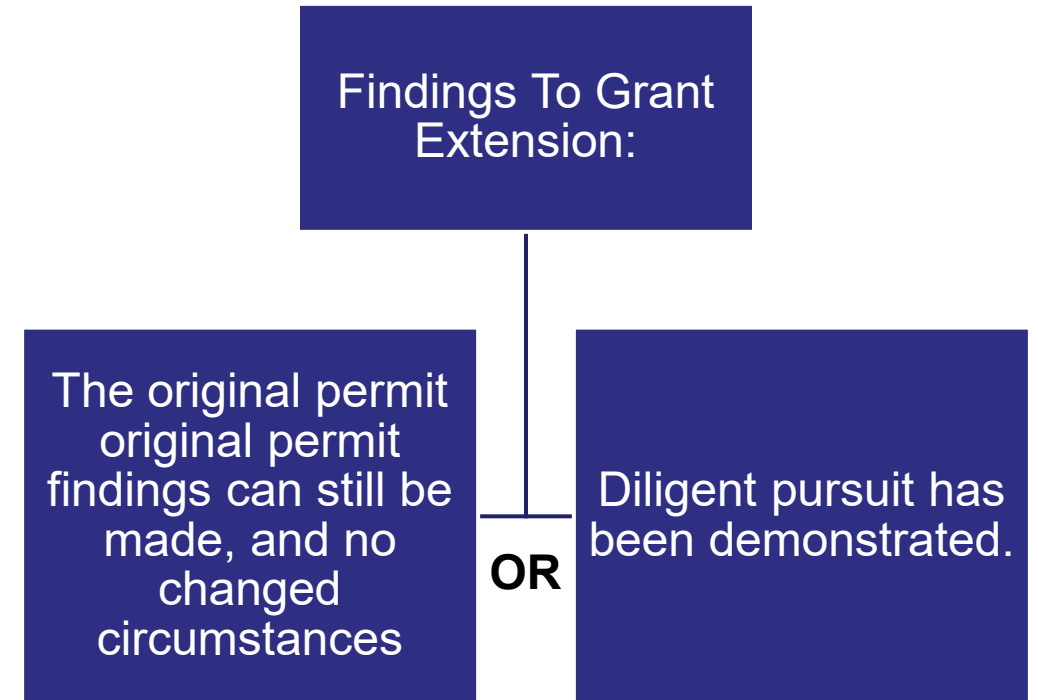


DE NOVO HEARING

- This appeal hearing is *de novo*
- Council is not limited to reviewing whether the Planning Commission erred; instead, the Council reconsiders the matter as if it is being heard for the first time, with full authority to evaluate the application, the evidence, the appeal materials, and the record independently.
- The Council may consider all testimony, documents, and analysis presented during this appeal hearing without being bound by the Planning Commission's prior decision.
- At the conclusion of the hearing, the City Council may provide direction to staff on the following options:
 - Direct staff to prepare a resolution upholding the appeal, reversing the Planning Commission denial, and granting the extension.
 - Direct staff to prepare a resolution denying the appeal, affirming the Planning Commission's decision.
- Staff will return with the appropriate resolution at the next City Council meeting for adoption on the consent calendar, consistent with the Council's direction.

LEGAL FRAMEWORK – PMC 17.10.100

- Extension may be granted if:
 1. The original permit findings can still be made and there are no changed circumstances; or
 2. There has been diligent pursuit to exercise the permit.



WHAT DOES IT MEAN TO “EXERCISE” A PERMIT?

B. Exercising Permits. The exercise of a permit occurs when the property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon such permit(s). ***A permit may be otherwise exercised pursuant to a condition of the permit or corresponding legal agreement that specifies that other substantial efforts or expenditures constitutes exercise of the permit.*** Unless otherwise provided, permits that have not been exercised prior to a zoning amendment, which would make the permitted use or structure nonconforming, shall automatically be deemed invalid on the effective date of the zoning amendment.

Condition of Approval #6 in Resolution 24-02:
“Entitlements shall be considered exercised when a building Permit is issued for the first building.”

APPEAL GROUNDS SUMMARIZED

Planning Commission exceeded its authority regarding the DDA

Attempt to impose a diesel-truck ban was unlawful

Applicant met all requirements for an extension under city code

Entitlements are legally tolled under state law and the DDA

City is contractually obligated to cooperate and grant the extension

Staff report clerical errors are not valid grounds for denial

DOCUMENTS FOR REVIEW

- Appeal Staff Report
 - Contains links to previous Planning Commission staff reports:
 - 2024 entitlement approval: <https://pinoleca.portal.civicclerk.com/event/116/files/report/297>
 - 2026 extension request: <https://pinoleca.portal.civicclerk.com/event/1084/files/report/999>
- Attachment A: PC Resolution 24-02 (contains condition regarding exercise of permit)
- Attachment B: PC Resolution 26-08 (denied extension)
- Attachment C: Draft PC Minutes (August 10, 2026)
- Attachment D: Appeal received August 19, 2026
- Attachment E: Supplemental Appeal and Attachments received September 8, 2026

STAFF RECOMMENDATION

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THANK YOU

City of Pinole

