

**CORONAVIRUS ADVISORY
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CITY COUNCIL

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

**PINOLE CITY COUNCIL
MEETING AGENDA**

**TUESDAY
July 18, 2023
5:00 P.M**

Please note: HYBRID MEETING FORMAT

**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@ci.pinole.ca.us Please indicate which item on the agenda you are commenting on in the subject line of your email.

Please note: Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

OTHER WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

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

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

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.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hbelle@ci.pinole.ca.us .

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

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

2. LAND ACKNOWLEDGMENT

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

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

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

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code § 54957.6

Agency designated representatives: City Manager Murray, City Attorney Eric Casher, Human Resources Director Stacy Shell, Gregory Ramirez, IEDA
Employee Organizations: Pinole Police Employees Association (PPEA), AFSCME, Local 1, Local 512

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code § 54957

Title: City Manager

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

- F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

- 1. Recognizing Fire Chief Wynkoop in the event of his retirement
- 2. National Parks and Recreation Month
- 3. Bastille Day

B. Presentations

- 1. [Public Bank East Bay](#)

9. CONSENT CALENDAR

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

- A. [Approve the Minutes of the Regular City Council Meeting on June 20, 2023.](#)
- B. [Receive the June 17, 2023 – July 14, 2023 – List of Warrants in the Amount of \\$2,199,424.20 and the June 23, 2023, Payroll in the Amount of \\$465,293.93 and the July 7, 2023, Payroll in the amount of \\$520,795.32 \(\\$479,695.40 Regular Payroll and \\$41,099.92 Chief Wynkoop Leave Payout\)](#)
- C. [Second Reading of an Ordinance Amending Chapter 15.02.070 “Permitted Hours and Condition of Construction” of the Pinole Municipal Code \[Action: Waive 2nd Reading and Adopt Ordinance per Staff Recommendation \(Casher\)\]](#)
- D. [Resolution Authorizing the City Manager to Execute an Agreement with Strategic Energy Innovations \(SEI\) to Support a Climate Fellow for FY23/24 at a Not-To-Exceed Amount of Forty-Nine Thousand Dollars \(\\$49,000\) \[Action: Adopt Resolution per Staff Recommendation \(Whalen\)\]](#)
- E. [Adopt a Resolution Approving a Memorandum of Understanding Between the City of Pinole and Pinole Police Employees’ Association \(PPEA\) for the Period of July 1, 2023 – June 30, 2025 \[Action: Adopt Resolution per Staff Report \(Shell\)\]](#)
- F. [Adopt Resolution Authorizing the City Manager to Execute a Service Agreement with Contra Costa County to Implement an Enhanced Energy Efficiency/ Electrification Pilot Program in the City of Pinole \[Action: Adopt Resolution per Staff Recommendation \(Whalen\)\]](#)

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 Public Hearing and Adopt a Resolution Confirming the Assessments and Ordering the Levy for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2023/2024 [Action: Conduct Public Hearing and adopt Resolution per Staff Recommendation (Mishra)]

11. OLD BUSINESS

None

12. NEW BUSINESS

- A. Review of the City's Required Contributions to Pension and the Lifespan of the Section 115 Trust Fund [Action: Receive Report (Guillory)]
- B. Options for a Comprehensive Public Art Program [Action: Receive Report and Provide Direction (Whalen)]
- C. Steps Required to Sell the Faria House [Action: Receive Report and Provide Direction (Mishra)]
- D. Racial Equity in Pinole [Action: Receive Report (Murray)]

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

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6

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

14. ADJOURNMENT to the Regular City Council Meeting of July 18, 2023 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 24 hours prior to the meeting date set forth on this agenda.

Heather Bell, CMC

City Clerk

POSTED: July 13, 2023 at 3:30 pm



CITY COUNCIL REPORT

8B1

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PRESENTATION BY PUBLIC BANK EAST BAY

RECOMMENDATION

Receive a presentation from Public Bank East Bay regarding its proposal to establish a public bank in California.

BACKGROUND

In 2021 the City Council requested a future City Council agenda item to learn more about public banking, including benefits it might provide for local economic development and as a potential source of new City revenue. On June 21, 2022 Global Investment Company (GIC) provided an orientation to the City Council on the benefits and challenges of public banking¹. The Council acted that evening to (1) direct staff to invite the California Department of Financial Protection and Innovation (DFPI) to make a presentation about public banking management and compliance in the State of California, and (2) return with an action plan that outlined next steps.

Following Council direction from June 2022, Staff reached out to the DFPI to schedule a presentation. Staff learned that DFPI cannot make a presentation to the City Council as they are not resourced to develop material for Council presentations. They did offer to meet briefly with City representatives to answer questions during business hours.

Subsequently, on January 17, 2023 Mayor Murphy requested as a future agenda item a presentation by Public Bank East Bay. Staff coordinated with Public Bank East Bay to make a presentation to the City Council (**Attachment A**).

DISCUSSION

Assembly Bill (AB) 857 was signed into law in 2019 to provide local governments in California the ability to create public banks. On July 18, 2023 Public Bank East Bay will

¹ Watch the recording from the meeting:

http://pinole.granicus.com/MediaPlayer.php?view_id=2&clip_id=1999&meta_id=56146, or view the minutes: <https://cdnsm5->

hosted.civicle.com/UserFiles/Servers/Server_10946972/File/City%20Government/City%20Clerk/Agendas/2022/06-21-2022/Approved%20Minutes%20June%202021,%202022.pdf

be providing an orientation to the Council on its process to establish a public bank and the current status of Public Bank East Bay.

Friends of the Public Bank East Bay was established in 2017 in order to establish the Public Bank East Bay. The Public Bank East Bay proposes to be a wholesale bank allowing cities and counties in the East Bay to invest their funds locally. It will not take any retail deposits from citizens but intends to fulfill its mission by reinvesting public funds (money collected as taxes, fines and fees) into the local economy, prioritizing the environmental, social and economic needs of East Bay communities. Public Bank East Bay's goal is to open as a public bank in 2025.

The Public Bank East Bank proposes to be owned by Alameda County and the cities of Oakland, Berkeley, and Richmond, with the possibility of additional cities, counties, and semi-governmental agencies providing capitalization funds and using bank services in the future. A Public Bank East Bay viability study² was prepared in March 2022 and can be found on Public Bank East Bay's website.

The California Public Banking Alliance, a group of public bank advocates established in 2018, has prepared a resource booklet, a copy of which is attached as **Attachment B**.

This item is agendized solely as a presentation. If the Council desires to discuss this issue it can direct staff to agendize a future discussion item regarding public banking.

FISCAL IMPACT

There is no fiscal impact to receiving this presentation.

ATTACHMENTS

- A – Powerpoint presentation from Public Bank East Bay
- B – 2023 California Public Banking Alliance Resource Booklet

² <https://www.publicbankeastbay.org/pbeb-viability-study>



Project Overview - July 2023

publicbankeastbay.org

What is a Public Bank?

A financial institution owned by public entities, such as a city/county/region, instead of private shareholders.



- **Takes its priorities** from the people it serves
- **Leverages its equity** to make low-cost loans and to provide credit, liquidity and financial services to local financial institutions
- **Distributes federal funds** equitably and ethically
- **Reinvests profits** back into the community
- **Builds wealth** by supporting small marginalized businesses

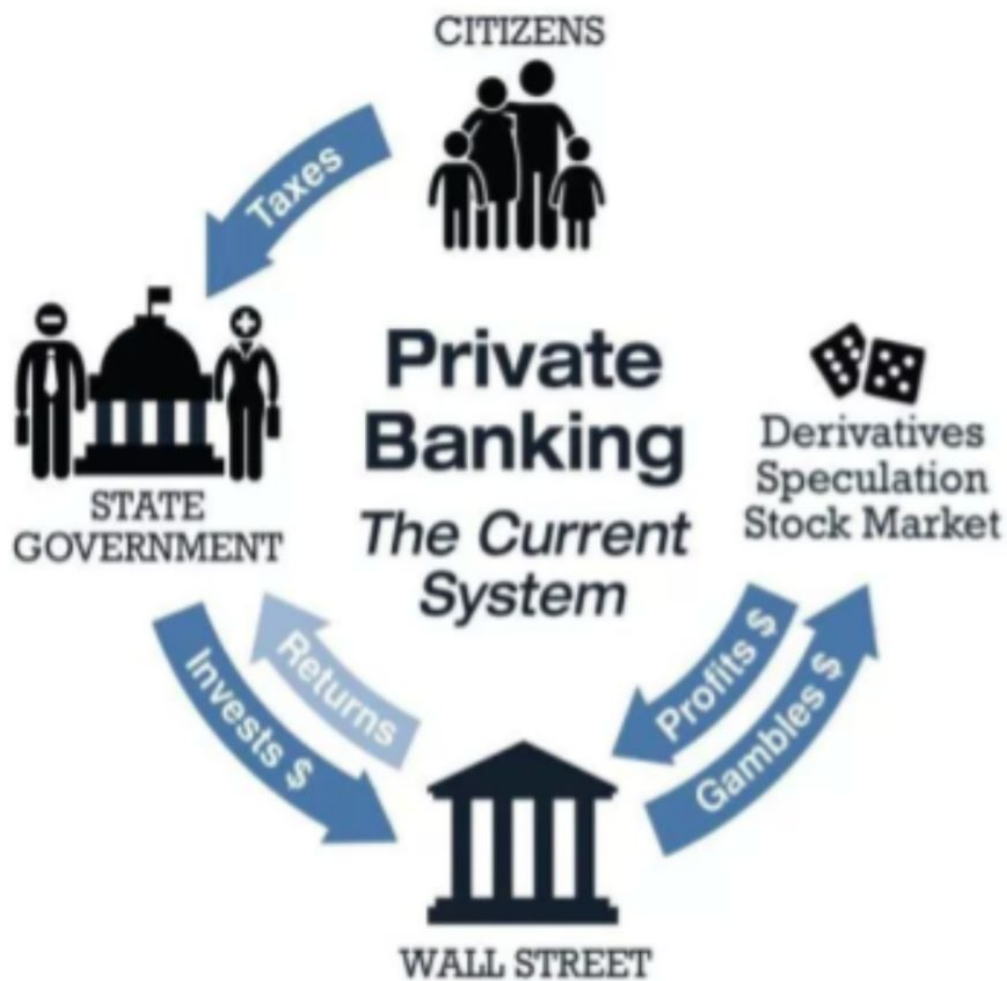
A Public Bank is NOT:

- **A retail bank** housing accounts for individuals and small businesses.
- **Competition for local financial institutions.** Both the California Public Banking Act and our mission involve partnering with community banks, credit unions, and CDFIs to expand their reach.
- **An extractive drain on the community**

Public Banks ensure our dollars are working for the public good by:

- **Allowing governmental agencies to divest** public money from projects that don't align with our priorities or community values like fossil fuels.
- **Investing in a circular, local economy** that actively meets and adjusts to community needs.
- **Increasing public revenue** without raising taxes.

In the current system, all bank charges for handling public money go to private banks and their shareholders.



With public banks, the expenses of banking circulate back into the local ecosystem, multiplying positive effects.



Public Banking provides an alternative to Wall St.

Case Study: Bank of North Dakota

- **ND has more deposits** in community banks and credit unions than any other state (83% vs. 29% in the US)
- **Fewer economic losses** and faster recovery from the 2008 recession than any other state.
- **Distributed most PPP loans** per worker in the country, more quickly
- **Refinances** student loans for residents at very low rates.
- BND has a **very high profit margin**.



WHERE WE ARE

A transformative movement.
A critical moment.



Public Bank East Bay

Our Model

- **Owned** and capitalized by local cities and Alameda County.
- **Governed** by 15-member board with majority community members.
- **Partners** with local financial institutions to increase their capacity.
- **Regulated** by state and FDIC.
- **Will grow** into taking municipal deposits and providing banking services for the cities and county, charging low, fair fees.



IMPACT: **Loan and Investment Policies**



**Affordable Housing
Development**



**Residential
Electrification**



**Small Business
Lending**



**Municipal
Financing**

Community-driven to prioritize:

- Racial equity
- Community wealth-building
- Environmental sustainability
- Other local priorities

Our Progress

- Worked to pass AB 857 in 2019, creating a legal pathway for the establishment of public banks in CA.
- Passed resolutions in support of Public Bank East Bay in Richmond, Berkeley, Oakland, and Hayward.
- Received commitments from Richmond, Oakland and Berkeley to participate in an Agency Working Group.
- Finalized a slate of Board Candidates for agency review after extensive community outreach.
- Raised over \$750k with support from foundations and the County.

Next Steps

- Approve a future resolution affirming the County's involvement in the Public Bank's creation and participate in the working group.
 - Work with staff from Oakland, Berkeley, and Richmond to design Public Bank East Bay's corporate structure.
 - Work with County Treasurer to identify potential sources of funding to appropriate towards the capitalization of Public Bank East Bay.

Recap

PBEB is a work in progress, planning for a 2025 opening

PBEB is a wholesale bank not a retail bank

PBEB is public and not private - we are beholden to the residents of the cities and the county and not private investors

PBEB will focus on traditionally underserved communities and provide access to capital



Get in touch!

Friends of the Public Bank East Bay

publicbankeastbay@gmail.com

publicbankeastbay.org

CALIFORNIA PUBLIC BANKING ALLIANCE

ADVANCING SOCIALLY AND
ENVIRONMENTALLY RESPONSIBLE
PUBLIC BANKS

2023 RESOURCE BOOKLET





CALIFORNIA PUBLIC BANKING ALLIANCE

Central Coast — [People for Public Banking Central Coast](#)

East Bay — [Public Bank East Bay](#)

Humboldt County — [Cooperation Humboldt](#)

Los Angeles — [Public Bank Los Angeles](#)

North Coast — [Public Bank North Coast](#)

Pomona Valley — [Public Bank Pomona Valley](#)

Sacramento — [Public Bank Sacramento](#)

San Diego — [Public Bank San Diego](#)

San Francisco — [SF Public Bank Coalition](#)

Created in 2023 by the California Public Banking Alliance.
calpba@gmail.com

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CALIFORNIA PUBLIC BANKING ALLIANCE

Cities, Counties & Regions Advancing Public Banks:

City of Los Angeles

City of Sacramento

City of San Diego

City and County of San Francisco

Central Coast Regional Public Bank:

Santa Cruz County

Santa Barbara County

Monterey County

City of Santa Cruz

City of Seaside

City of Scotts Valley

City of Capitola

City of Watsonville

City of Del Rey Oaks

City of Marina

East Bay Regional Public Bank:

Alameda County

City of Oakland

City of Richmond

City of Berkeley

Humboldt County Regional Bank:

City of Eureka

City of Arcata

North Coast Regional Public Bank:

Sonoma County

Mendocino County

Humboldt County

Pomona Valley Regional Public Bank:

City of Pomona

City of La Verne

City of Claremont

City of San Dimas



Mission

To encourage and support the development of socially and environmentally responsible city, county, and regional public banks in California.

Each of these public banks will support the economic development of its region and follow transparent, ethical, sustainable, and regenerative investment guidelines; strengthen existing financial institutions through its partnership with local community banks and credit unions; and serve the needs of its entire community by ensuring the meaningful participation of their underserved members.



ABOUT CPBA

Public banking is a powerful tool that helps to keep taxpayer dollars within local communities. Currently, cities and counties hold billions of dollars of public money in large corporate banks. These banks are legally allowed to control this money and legally required to use it for profit-driven purposes, regardless of the environmental, social, or economic consequences. They often prioritize investments in harmful industries – private prisons, immigrant detention centers, weapons manufacturers, and fossil fuel pipelines – rather than supporting small local businesses, regional infrastructure such as public housing and recreation, and sustainability. These too-big-to-fail banks have a history of engaging in risky and fraudulent practices, similar to or worse than those that caused the global financial crisis in 2008. Given the numerous issues posed by large corporate banks, public banks emerge as a vital solution that prioritizes investing in the needs and interests of the communities they serve.

The California Public Banking Alliance (CPBA) was founded in 2018 by a group of public banking advocates in California who are committed to establishing socially and environmentally responsible city and regional public banks. In 2019, members from Los Angeles, San Francisco, the East Bay, the South Bay, Santa Rosa, Santa Barbara, Humboldt-Eureka, the Central Coast, and San Diego worked together to write and pass AB 857, the [California Public Banking Act](#). This law made California the first state in the country to formally allow the chartering of municipal public banks.

Since the passage of the California Public Banking Act, several local governments, including San Francisco, Los Angeles, Oakland, Berkeley, Richmond, and the Central Coast, have passed legislation that will help establish public banks in their areas. We now have the opportunity to build a new, alternative banking system through locally-controlled, socially and environmentally responsible public banks. This will allow cities and counties to reclaim our public dollars and have a say in the financing of our communities.

In addition to supporting the development of public banks for municipalities, the CPBA is also working to provide essential financial services to nearly 10 million unbanked or underbanked Californians. In October 2021, Governor Newsom signed the [Public Banking Option Act](#) into law.

(continued)

ABOUT CPBA

This legislation will enable the offering of fee-free and penalty-free debit cards to all Californians, providing access to basic financial services such as check cashing, deposits, and bill paying. AB 1177, also known as [CalAccount](#), will help to improve financial inclusion and address the challenges faced by those who lack access to traditional banking services.

In 2022, the 9-member [CalAccount Blue Ribbon Commission](#) was established, with State Treasurer Fiona Ma serving as chair. This commission is tasked with evaluating the scope, feasibility, and costs of the CalAccount program. The California Public Banking Option Act has received widespread support, with over 250 racial justice groups, faith-based organizations, financial advocacy groups, labor unions, and cities all endorsing the legislation, demonstrating the importance and benefits of providing accessible financial services to all Californians.

In addition to our efforts at the local and state levels, the CPBA also actively supports federal legislation that promotes public banking. The [Public Banking Act](#), co-sponsored by Congresswomen Alexandria Ocasio-Cortez (D-NY) and Rashida Tlaib (D-MI), seeks to make it easier for states and local governments to establish public banks and could help to expand the reach and impact of public banking in the United States. In addition, the National Infrastructure Bank Act of 2021 is currently being revived in the US Congress. This bill would create a \$5 trillion bank to fix the US infrastructure.

WHAT'S A PUBLIC BANK?

Public banks are financial institutions owned and controlled by a government entity, such as a city or county, with a mandate to serve the local community's needs. They provide a variety of lending and depository services, such as affordable housing, small business loans, and infrastructure modernization, that are tailored to the unique characteristics of the local community. Unlike private banks, whose primary goal is to increase profits for shareholders, public banks prioritize serving the public good and supporting their region. As a result, public banks can use their deposit base and lending power to benefit local residents and businesses, rather than focusing on profits for private shareholders. This focus on the public good allows public banks to play a vital role in supporting local communities' economic and social well-being.

BENEFITS OF A PUBLIC BANK

Public banks offer a range of benefits to local communities, including:

- **Investing public money locally:** Public banks help stimulate the local economy and create jobs by investing in local projects and initiatives, keeping public funds circulating within the community rather than these monies being funneled to external investors.
- **Returning profit and interest to local communities:** Unlike private banks, which maximize profits for shareholders, public banks can return profits and interest to the community through various means, such as lower fees for banking services, lower interest rates on loans, or funding for community projects.
- **Reducing banking costs:** Public banks can offer lower fees and interest rates on banking services to participating agencies, such as municipalities or school districts, which can help to free up more revenue for other priorities.

(Continued)

BENEFITS OF A PUBLIC BANK

- **Investing in community priorities and values:** Public banks can align their investment decisions with the values and priorities of the local community rather than being driven solely by financial considerations. This allows them to support projects and initiatives that reflect the community's needs and values.
- **Promoting democracy and transparency:** Public banks are accountable to the public and operate more transparently, allowing for greater community oversight and participation in decision-making. This helps ensure that public funds are used responsibly and transparently.
- **Using a bank's leverage to benefit the public:** Through their ability to leverage money, public banks can amplify the impact of public funds and achieve greater returns for the community, allowing them to make a bigger difference in infrastructure development, economic development, and community revitalization.
- **Cutting infrastructure construction costs significantly:** Public banks can help reduce overall construction costs by providing low-interest loans for infrastructure projects, making improvements more affordable for local governments and agencies.
- **Strengthening local banks and credit unions:** Public banks can support and strengthen local banks and credit unions by partnering with these institutions to back their loans and letters of credit, helping them access the capital they need to grow and serve their communities.
- **Creating a multi-generational source of capital:** By investing in long-term projects and initiatives, public banks can create a source of capital that benefits residents and local businesses for generations to come and helps create a more sustainable and resilient local economy.

CALIFORNIA PUBLIC BANKING ACT AB 857

The California Public Banking Act (AB 857) was enacted in 2019 and allows cities and counties to establish their own banks. Public banks under the California Public Banking Act:

- Must be non-profit mutual benefit corporations or public benefit corporations.
- Must be owned and controlled exclusively by cities, counties, or a Joint Powers Authority.
- Can offer "local agency banking," including accepting deposits, making loans, and extending credit to public agencies.
- Can engage in infrastructure, wholesale, or participation lending for other public entities.
- Cannot compete directly with existing local financial institutions that have assets under \$1 billion; instead, the public banks can partner with local banks, credit unions, and community development financial institutions (CDFIs) to offer services and make loans.
- If no local financial institutions offer the same services with comparable features, benefits, and terms within the public bank's jurisdiction, public banks can provide retail services such as accepting deposits and making loans to other public entities.

AB 857 outlines a clear and structured process for municipalities to establish public banks. The main steps in this process are as follows:

- A local agency must conduct a study to assess the viability of a public bank and develop a business plan for the proposed bank.
- The business plan and governance proposal must be approved by the local government agency. Non-charter cities require voter approval.
- State and federal regulators, the Department of Financial Protection and Innovation (DFPI), and the FDIC, must review and approve the application to establish a public bank.

In January 2022, the DFPI established the legal code and regulations for public banks. With these regulations in place, advocates are now collaborating with local governments to implement city- and region-owned public banks that cater to the specific needs of their communities.

MANDATE AND MISSION

California public banks will be designed to support the economic development of its region and adhere to transparent, ethical, sustainable, and regenerative investment guidelines. Public banks may use a mandate/mission structure or alternative approaches but their primary focus will be strengthening existing financial institutions through partnerships with local community banks, credit unions, and CDFIs. They will strive to meet the needs of their communities by ensuring that underserved residents have the opportunity to participate in their operations.

The public bank mandates will define the broad social challenges each institution aims to address, bound legally by the language incorporated in the relevant public policy. Michael Brennan, a research fellow for the Democracy Collaborative, in his [Governance Proposal for the Los Angeles Public Bank](#), recommended the following sample mandate language for a public bank charter:

“[The Bank will be] established for the purposes of (1) achieving cost savings, (2) addressing infrastructure and housing needs, (3) promoting equitable recoveries from social, economic, and ecological crises, (4) developing community wealth building institutions and approaches, (5) promoting just transitions to address the climate and biodiversity crises, (6) repairing the historical harms to Black, Indigenous, and immigrant communities, and (7) achieving financial sustainability while avoiding profit-seeking.”

Brennan suggests that general mandates should be aligned with more specific missions. These “missions should be ‘SMART’: specific, measurable, aspirational, relevant, and time-bound.” By operating in this way, public banks will help to create a more inclusive and equitable financial system that serves the needs of all members of the community.

WHY PUBLIC BANKS?



1. Divest from Wall Street.

Public banks can prioritize social justice, racial and economic equity, and environmental protection by divesting our treasuries from fossil fuel and pipeline investments and investing using socially responsible standards.



2. Cut infrastructure costs dramatically.

- Public banks can provide low-interest funding for public infrastructure and affordable housing. Local governments can positively impact their communities while also reducing costs and promoting long-term sustainability.



3. Safer than private megabanks.

Public banks are safer than corporate banks because they do not engage in risky investment strategies driven by profit. The Bank of North Dakota has successfully navigated economic crises while prioritizing the community's welfare and preserving prosperity through policies that prioritize human needs, such as limiting farm foreclosures.



4. Spur economic growth and create new jobs.

Public banks can support local economies by making countercyclical investments and providing loans to aid in recovery. This commitment to the economic stability of their communities allows public banks to drive economic growth and create new jobs, even during challenging times.



5. Save money and generate revenue.

Public banks can keep overhead costs low by eliminating the need for advertising, ATMs, and high salaries or bonuses. With local community banks serving as their front offices, public banks also do not require branches. The lack of shareholders demanding dividends or executives seeking exorbitant salaries allows public banks to save on operational costs. These cost-saving measures enable public banks to increase municipal revenue without raising taxes, and any profits made from loans can be returned to the General Fund.

HOW PUBLIC BANKS FUNCTION

- The California Public Banking Act allows municipalities to have the option to deposit their funds into public banks, in addition to or instead of depositing them into private banks. Government departments, such as a treasurer's office or finance director's office, can deposit taxes, fees, fines, and funds from state and federal programs into the public bank.
- Public banks offer low-interest loans for community improvements like affordable housing, climate-resilient infrastructure, and small business support due to their lower overhead.
- Public banks will act as a “mini-Fed” for their region by providing assistance and guarantees to local banks in partnership with community banks and credit unions. By operating as “banker's banks,” public banks will increase the lending capacity and stability of local banks.
- Partnering with small banks, credit unions, and CDFIs, public banks can fund local projects at a lower cost. Public banks' are self-funding and self-sustaining and do not risk state funds or tax dollars.
- Public banks will be managed by experienced bank professionals and governed by independent boards of directors to ensure they are not subject to political influence or captured by special interests.
- Public banks will be able to establish citizen advisory committees to monitor investments and ensure community concerns are represented.

WE NEED PUBLIC BANKS NOW

1

SAVE MONEY

Investing public tax dollars in publicly-owned and accountable financial institutions allows cities and municipalities to keep their money within their own regions, create credit from their own revenue, and stop supporting socially and environmentally harmful projects chosen by the banking industry, such as petroleum pipelines, armaments, and private prisons.

Currently, almost half of the cost of all public infrastructure projects goes towards paying bank interest and fees, and that money flows to projects and stockholder dividends that are not in line with our community's priorities. By using a public bank to fund projects, local governments can significantly reduce the cost of improving our infrastructure and increase our ability to invest in our own priorities. The fees and interest payments on loans from public banks will be reinvested back into our communities instead of going to Wall Street banks.

The Bank of North Dakota (BND) is currently the only state-owned and operated bank in the nation. California municipal banks, modeled in many respects after the BND, will be carefully regulated and prohibited from unsafe and unsound banking practices. The BND has a strong record of success, with nearly 17% return on investment in some years, a better credit rating than JPMorgan Chase, and a history of avoiding high-risk financial schemes. In addition, the BND has helped reduce the cost of student debt to both state residents and students attending higher-education institutions in North Dakota. North Dakota was able to effectively dodge the 2008 subprime mortgage crisis and disburse more Paycheck Protection (PPP) loans per capita than any other state during the COVID-19 pandemic, thanks to partnerships with local financial institutions.

WE NEED PUBLIC BANKS NOW

2

COMMUNITY DEVELOPMENT

Public banks will prioritize the long-term prosperity of communities by funding initiatives that promote affordable and supportive housing, green energy infrastructure and conservation measures, worker and customer co-ops, land trusts, and other critical community needs. Public banks can guarantee loans for locally-directed economic development, public works financing, and job creation by partnering with local financial institutions.

Small and medium-sized businesses are the backbone of California's economy, and local public banks can convene loan participation through partnerships with community banks, credit unions, and community development financial institutions (CDFIs). Investing in small businesses helps to keep money within the local economy and builds wealth at the community level.

Public banks will be able to fund various local projects:

- Public banks can lower housing costs by providing credit lines to local lenders for affordable housing projects without maximizing profits. They can also assist local financial institutions to expand their operations and improve housing development financing.
- The German Sparkassen/KfW public banking network has financed over 70% of the country's renewable energy infrastructure, leading to increased use of renewable energy as a primary source, with one-third of electricity now derived from wind and solar.
- Public banks can support enterprises that alleviate wealth inequality by making capital available to marginalized communities and businesses, worker cooperatives, and non-traditional forms of home ownership that corporate banks often exclude.
- Low-interest loans, or interest-free loans, for students to invest in education and stimulate the economy.

WE NEED PUBLIC BANKS NOW

3

ETHICAL INVESTMENT PRACTICES

The California public banking movement supports the creation of municipal banks that are chartered with mandates to prioritize social and environmental responsibility. These banks will be governed by a transparent and inclusive structure to ensure that they maintain an anti-corruption ethos, with substantial built-in guardrails, and operate in a sustainable and ethical manner. Each bank's lending activities will be subject to strict mandates, requiring the Board of Directors and staff to adhere to the founding principles and fulfill public policy goals.

4

LOCAL AUTONOMY

Cities often pay large sums to corporate banks for their services. For example, the City of Los Angeles pays \$3.14B in debt servicing (the cost of borrowing money) annually to Wall Street banks, which uses this money to invest in harmful initiatives like fossil fuel production. A public bank allows cities to keep public funds within the community, giving residents a say in how the funds are used. Public banks prioritize community well-being over profit, and return revenue and profits to the public, increasing their lending capacity for the local economy. This enables cities to reinvest in their own communities and make informed financial decisions.

5

STRENGTHENS LOCAL GOVERNMENTS

California's local governments have been struggling with increased needs and reduced revenues due to the COVID-19 pandemic and have been forced to cut essential services such as education and food programs while increasing spending on public health. These cuts disproportionately impact marginalized communities. Public banks in California can provide affordable banking services to municipal governments (including cities, counties, water districts, transportation districts, and more) and generate additional revenue, enabling them to fund essential services and provide support during crises.

CALIFORNIA PUBLIC BANKING OPTION ACT AB 1177

Governor Gavin Newsom signed the California Public Banking Option Act (AB 1177) into law on October 4, 2021. This legislation, co-sponsored by the California Public Banking Alliance, establishes a commission of financial experts, community representatives, and officials from the Treasurer's office and the Department of Financial Protection and Innovation (DFPI) to conduct a market analysis and oversee the development and implementation of the CalAccount program. The program aims to provide affordable financial services and promote economic growth in California by providing greater access to financial services for Californians.

The CalAccount program, if approved by the legislature in 2024, will provide all Californians with an accessible, affordable, and inclusive state-sponsored banking option offering zero-fee debit account and card, direct deposit, automatic bill pay, recurring payments, and credit-building infrastructure.

10 million Californians, or nearly 25% of the population, are unbanked or underbanked and rely on predatory financial services. The CalAccount program aims to reduce costs and improve access to savings accounts and credit-building opportunities to promote economic growth and reduce the disproportionate impact on low-income and minority communities. 80.7% of unbanked Californians earn less than \$15 per hour, and nearly half of Black and 41.1% of Hispanic households in California are unbanked or underbanked.

The CalAccount program is designed to help close the racial wealth gap, eliminate predatory alternatives to traditional banking, and reduce the risk of debt for Californians by providing a public option for essential financial services. A study by HR&A Advisors found that this program would result in \$3.3 billion in savings for low-income households, create 22,000 jobs and boost the California economy by \$4.2 billion by redirecting spending away from costly interest and fees.

FAQ

CAN RESIDENTS DO THEIR BANKING AT A PUBLIC BANK?

There are two main reasons why California's local public banks will not receive deposits from individuals. Firstly, per AB 857, they are not meant to compete with existing local banking services and will instead support community banks and credit unions by backing loans and evaluating local projects for investment. Secondly, these banks will not have brick-and-mortar retail branches and will only handle the funds of municipal agencies.

WHO ARE TYPICAL CUSTOMERS FOR A PUBLIC BANK?

Municipal service providers, such as school districts and public utility commissions, will be the primary customers of public banks. The bank will also partner with local community banks, credit unions, and CDFIs by lending for projects the public demands. Banks will initiate investment programs that align with economic development plans of their municipalities. For example: housing lending (especially affordable housing), enterprise lending (small and medium size businesses), and infrastructure spending will be determined by municipal goals that are financially feasible and environmentally sound. Public money will be recycled locally and not sent to distant shores.

FAQ

WHY HAVE PUBLIC BANKS IF CREDIT UNIONS EXIST?

Credit unions are great alternatives to the [Big Bank Bullies](#), as the National Association of Federally-Insured Credit Unions characterizes Wall Street Banks. We strongly encourage people to do their banking with credit unions and local community banks. Credit Unions are owned by defined customer members, not private shareholders. Customers join because they know that their credit union is focused on providing them with the best services, not on maximizing profits for distant shareholders. Credit unions are accountable to their depositors, and not the general public.

On the other hand, public banks are owned by governments so they are accountable to elected representatives. Public banks support credit unions and community banks by making joint participation loans, providing them credit, purchasing their mortgages, and cooperating in other ways that make more capital available to them to provide low-cost consumer services. North Dakota, with its state public bank, has more credit unions and community banks per capita than any other state.

FAQ

HOW DO PUBLIC BANKS AID IN ECONOMIC REDEVELOPMENT AND AFFORDABLE HOUSING?

California is facing a severe shortage of affordable housing, with many residents paying over 50% of their income on rent and utilities. This is one reason the state has among the highest numbers of unhoused people in the nation. Public banks can help alleviate this crisis by providing loans to develop affordable housing, including construction loans and long-term bond and mortgage loans for multi-unit housing developments. By partnering with local community banks, credit unions, and community development financial institutions (CDFIs), public banks can potentially become significant suppliers of long-term affordable housing credit through partnership loans. Public banks could also fund property acquisition programs to acquire existing rental properties and place them into permanently affordable cooperative housing arrangements and land trusts.

In *Establishing the Municipal Bank of Los Angeles: A Conceptual Framework*, Karl Beitel notes, "The primary advantage offered by a Municipal Bank is the creation of a dedicated, multi-purpose entity that combines a multitude of capacities required to identify, underwrite, and originate low-cost, high-impact credit, enabling the City to pursue more socially beneficial and economically just forms of economic development."

A July 2021 NBC Bay Area special explained one aspect of the glacially slow process of building affordable housing "Developers have to put together a jigsaw puzzle of funding from government agencies and private investors before they can build. They say that process can take up to a decade." This observation is supported by the research done for

(Continued)

FAQ

HOW DO PUBLIC BANKS AID IN ECONOMIC REDEVELOPMENT AND AFFORDABLE HOUSING?

the Public Bank East Bay viability study and the HR&A Team Lending Gaps and Priorities Analysis report for the San Francisco Public Bank task force. Public banks offer a smooth pathway to funding and an alternative to reliance on private investors and the private, for-profit housing market. They can help ensure that future housing development linked to publicly funded transit investments does not result in the extremely common widespread displacement of residents in predominantly African-American, Asian, and Latino working-class neighborhoods. Public banks can also contribute by co-lending with local private banks and encouraging and back-stopping investments in socially responsible local housing initiatives.

FAQ

HOW DO PUBLIC BANKS AID IN GREEN ENERGY INFRASTRUCTURE AND DEVELOPMENT?

A city or region-owned public bank could play a significant role in addressing the environmental crisis and reducing the impacts of climate change by financing clean energy infrastructure, increasing renewable energy lending, and incorporating sustainability investment goals into city redevelopment plans.

The Sparkassen network of regional public banks in Germany has been instrumental in Germany's transition to a green energy economy, with 73% of investment in renewable energy coming from the public bank sector. This has contributed to renewable energy accounting for 41% of energy production and consumption in Germany (compared to only 11% in the US). German public banks offer interest rates as low as 1% on loans, significantly lower than commercial bank rates.

The worker-owned Banco Popular in Costa Rica is another example of a publicly controlled bank funding environmentally friendly projects, including sustainable water supply systems, residential solar energy panels, hydroelectric energy generation, and energy-efficient retrofitting. Banco Popular is also a socially responsible investor, working with co-ops and public institutions, as well as unbanked and underbanked populations, to provide financial services that are often neglected by large multinational banks operating in Costa Rica.

Learn more about how public banking can support climate justice: [Public Banking for Climate Justice](#).

FAQ

HOW WILL PUBLIC BANKS SUPPORT RACIAL EQUITY?

California public banks, as mission-driven institutions, will prioritize racial equity and serve the needs of underrepresented communities by including these commitments in the bank's mission statement and charter. In part, public bank directors will be chosen based on their understanding and support for racial equity and combating systemic racism. Boards of directors whose ethnicity, gender, and class backgrounds reflect the communities they serve are a rarity in the traditional banking industry—public banks can buck that trend.

Public banks aim to support racial equity by using their lending capabilities to contribute to affordable housing projects in a targeted and impactful way which could include making loan approval contingent on plans for tenant diversity and community involvement in decision-making during construction. Loans for small businesses can be evaluated with consideration for the specific needs of BIPOC business owners and the importance of their connections to the community. Public banks could also focus on supporting green infrastructure projects in neighborhoods that would benefit the most from them.

All of these initiatives—housing, business loans, and green infrastructure—contribute to the goal of building long-term wealth for BIPOC communities within the public bank's city or region. This is well-documented to positively impact the health, education, and overall well-being of marginalized communities and their neighborhoods.

FAQ

HOW WILL PUBLIC BANKS BE GOVERNED?

Each public bank will be governed by a board of qualified directors selected based on their reputation, financial knowledge, and commitment to advancing the mission and soundness of the bank. Unlike private banks, where board members are typically the largest investors and can earn millions of dollars for their time, public banks are owned by the public. As a result, elected representatives will choose a board of qualified individuals who will be held to a higher standard of accountability and transparency in their management decisions and receive reasonable compensation for their work. This is one guardrail to help ensure that public banks are managed in the community's best interests and not solely for the benefit of a select group of investors.

The governance of each public bank will be informed by input during the creation of the business plan, based on the following principles:

- governed by independent boards of directors composed of community residents and experts in public finance, banking, affordable housing, and climate change mitigation.
- strictly regulated by the state of California and the FDIC and will operate under strict mandates to safeguard and grow municipal assets.
- operate for the benefit of the community instead of individual shareholders or executives.

Elected officials, banking experts, and community members can provide input on the structure of local public banks within guidelines, ensuring the bank meets the needs of the local area and upholds its social and environmental mandate, while also maintaining financial stability. This guarantees the bank aligns with the specific needs and goals of the region by involving the community in its formation and management.

FAQ

WHERE DOES FUNDING FOR THE CREATION OF PUBLIC BANKS COME FROM?

Investing in the start-up of municipal public banks is an investment in the future of our communities and local businesses. Public banks amplify the impact of public funds by returning money to our communities.

There is a range of options for funding a public bank. Each municipality will determine which sources are most appropriate for the size and scope of its bank. Possibilities include appropriations from the local government's budget, earnings from investment pools directed toward the public bank, bonds issued after approval by citizens, grants from the federal government, and voluntary contributions by supporters of public banking.

Once the bank receives a California State Public Bank Charter, authorized under the California Public Banking Act, it will be eligible to receive deposits from municipal departments and neighboring municipalities. AB 857 public banks can also accept funds from pension funds, socially responsible mutual fund investment vehicles, and other institutional investors or in partnership with a local financial institution.

FAQ

HOW WILL PUBLIC BANKS BE INSURED?

The California Public Banking Act (AB 857), which permits cities and counties to found their own banks, requires California public banks to obtain Federal Deposit Insurance Corporation (FDIC) insurance before the state approves their charters. Public deposits at public banks will be collateralized according to the same rules as public deposits at private banks. Public banks must comply with all regulations that apply to private financial institutions and will receive the same deposit protection benefits.

WILL PUBLIC BANKS BE ABLE TO SERVE CANNABIS BUSINESSES?

Providing banking services for the millions of dollars spent on cannabis in California is a highly examined issue. Many legal distributors have no reliable means for the normal financial services needed to run a business. While public banks are often discussed as a potential solution for cannabis businesses, as long as cannabis remains a Schedule 1 federally prohibited drug, public banks are unlikely to be able to offer services to these businesses due to the difficulty of gaining approval from the FDIC and the Federal Reserve System. Federal law will have to change to protect those public banks that choose to serve cannabis businesses from potential prosecution. In addition, public banks are not chartered as banks to private businesses.

FAQ

IS IT RISKY TO HAVE POLITICIANS MANAGE BANKS?

Professional bankers, not politicians, will manage public banks. Public bankers will operate the banks with a primary focus on serving the community rather than maximizing profits for personal gain. This approach aligns with the mission and mandates of the institution and decreases motivations to generate revenue through unethical means.

While public officials will help establish the bank's structure within the legal framework of controlling legislation, professional bankers guided by accountable boards of directors will oversee all operations. In addition, state and federal banking regulators will be vigilant in overseeing banking operations, especially for the first three years each bank is open. This ensures that the bank is run efficiently and effectively by experienced professionals.

The Bank of North Dakota (BND), the only publicly owned state bank, is extremely profitable – more profitable than Goldman Sachs and JP Morgan Chase, according to the Wall Street Journal. It is very risk-averse, lends conservatively, does not gamble in derivatives, or puts deposits at unacceptable risk. It can lend at lower than market rates because its costs are very low. It does not pay bonuses or commissions, has no high-paid executives, and no shareholders bleeding off profits in the form of dividends. It does not compete with local banks but partners with them, allowing them to become the front office dealing with customers and keeping the public bank's costs low.

While rare in the US, public sector banks are common globally. Recent reports have shown that they are more profitable, safer, less corrupt, and more accountable than private banks.

FAQ

DO PROGRESSIVES, CONSERVATIVES, OR BOTH SUPPORT PUBLIC BANKING?

North Dakota, a predominantly Republican state, is home to the nation's only state-run bank, the Bank of North Dakota. The conservative state leader expressed widespread support for the BND because it has helped sustain the state's economy over the last century by providing low-cost loans to farmers, businesses, homeowners, and college students. Conservatives also appreciate that the BND returns its profits to the state treasury, reducing the need for tax increases.

California, a largely Democratic state, is the first state to pass legislation in the 21st century authorizing the chartering of municipal public banks. Californians see public banks as institutions that can help solve the state's most pressing problems, such as preserving and creating affordable housing, supporting small businesses, and financing infrastructure improvements that can address the climate crisis.

Public banks are accountable to the communities they serve, so investment decisions will reflect the majority of residents' preferences and consider the concerns of all political persuasions, from conservative to progressive. This makes public banking a viable option for people of all political leanings.

FAQ

ARE THERE PRECEDENTS FOR PUBLIC BANKING IN THE US?

The Bank of North Dakota (BND) is a profitable public bank established in 1919. In 2021, the state-owned BND achieved a healthy 15% return on investment. It has a history of weathering economic downturns, including the Great Depression, the Great Recession, and the COVID-19 pandemic. During COVID-19, BND provided the largest per capita Paycheck Protection Program (PPP) loans to small businesses in all 50 states, helping them to recover quickly and efficiently. The Bank of North Dakota offers low-interest loans to small businesses and start-ups and below-market student loans. The BND works with private banks to provide a secondary market for mortgages and supports local governments by purchasing municipal bonds.

Since the passage of the California Public Bank Act (AB 857), municipalities and regions in California, including Los Angeles, San Francisco, the East Bay, San Diego, and the Central Coast, have begun formulating public bank business plans. Many cities and states are pursuing the formation of public banks. Advocates in New Mexico are working with legislative officials to create a state public bank, as are activists in New York, New Jersey, Illinois, Maryland, Massachusetts, Mississippi, Ohio, and Washington. The cities of Seattle, Denver, Chicago, Philadelphia, and the District of Columbia all have active public banking campaigns. Support for public banks transcends political divides. Democratic and Republican lawmakers in Michigan have jointly introduced legislation to establish a state public bank. Also, it's important to note that the only state-wide public bank currently in the United States is in the state of North Dakota, which is traditionally a Republican-leaning state, with no Democratic state legislators.

ACKNOWLEDGMENTS, RESOURCES & CONTACTS

We are grateful to the following individuals for their contributions to this booklet's research, writing, design, and editing. The contributors are listed alphabetically:

Brett Garrett – People for Public Banking Central Coast

Rick Girling – SF Public Bank Coalition

Ben Gordon – Public Bank LA

David Jette – Public Bank LA

Debbie Notkin – Public Bank East Bay

Steve Sittig – Public Bank Pomona Valley

Trinity Tran – Public Bank LA

Resources

[East Bay Public Bank Viability Study](#)

[Establishing the Municipal Bank of Los Angeles: A Conceptual Framework](#)

[Constructing the Democratic Public Bank: A Governance Proposal for Los Angeles](#)

[Public Banking for Climate Justice](#)

[The Public Bank Alternative](#)

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**CITY COUNCIL MEETING
MINUTES
June 20, 2023**

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

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

2. LAND ACKNOWLEDGEMENT

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

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

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

A. COUNCILMEMBERS PRESENT

Devin Murphy, Mayor
Maureen Toms, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Cameron Sasai, Council Member
Anthony Tave, Council Member*
*Via Zoom

B. STAFF PRESENT

Andrew Murray, City Manager
Eric Casher, City Attorney
Heather Bell, City Clerk
Stacy Shell, Human Resources Director
Lilly Whalen, Community Development Director
Fiona Epps, Assistant to the City Manager
Markisha Guillory, Finance Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on Thursday, June 15, 2023 at 3:00 p.m. with all legally required written notices. Public comments had been received in advance of the meeting, distributed to staff, the City Council, posted on the City website and made available to the public in the Council Chambers.

City Clerk Bell also reported there had been a request from Council member Tave to attend the meeting remotely as part of a qualifying just cause exception. In accordance with the Brown Act and Assembly Bill (AB) 2449, Council member Tave was asked to briefly describe the reason for his request to attend the meeting remotely and identify whether there were people in the room with him over 18 years of age. Following that the City Council would vote whether or not to approve the remote attendance.

Council member Tave reported he was attending remotely due to child care issues and there was no one over 18 years of age present in the room.

ACTION: Motion by Mayor Pro Tem Toms/Council member Sasai to approve the remote attendance of Council member Tave.

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

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

4. CONVENE TO A CLOSED SESSION:
Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Gov. Code § 54957
Title: City Manager
- B. CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Gov. Code § 54957.6
Agency designated representatives: City Manager Andrew Murray, City Attorney Eric Casher, Human Resources Director Stacy Shell, Gregory Ramirez, IEDA
Employee Organizations: Pinole Police Employees Association (PPEA), AFSCME, Local 1, Local 512

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, spoke to Item 4A and suggested the City Manager had done an exceptional job, provided updates for upcoming Council agendas and was respected by Department Directors. For Item 4B, he suggested the Pinole Police Department had done a good job providing public safety. As the City Council entered into Closed Session, he asked Council members to consider the hard work of the City Manager and the Police Department.

PUBLIC COMMENTS CLOSED

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

At 6:43 p.m., Mayor Murphy reconvened the meeting into open session and announced the City Council would adjourn to the Closed Session after the completion of the meeting agenda.

6. CITIZENS TO BE HEARD (Public Comments)

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

Rafael Menis, Pinole, thanked Council member Sasai for inviting him to the flag raising celebration in recognition of Filipino Independence Day. He reminded everyone of the Torch Run on June 21, 2022 from 8:45 to 9:45 a.m. starting at the intersection of Tennent and San Pablo Avenues, with the Pinole Car Show to be held on June 25, 2023 from 7:00 a.m. to 3:00 p.m., and a Pancake Breakfast at the Senior Center from 7:00 a.m. to 10:00 a.m. on the same date. He also asked the City Council to consider either for this year or future years the raising of the Progress Pride Flag to honor Pride Month given the importance of the flag's representation of all LGBTQ+ communities.

Mayor Murphy moved onto Item 8. Recognitions / Presentations / Community Events at this time, with some of the items taken out of order from how they had been shown on the meeting agenda.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Contra Costa County Poetry Out Loud Champion – Harper Iles (PVHS Freshman)

The City Council read into the record a proclamation recognizing Harper Iles, Pinole Valley High School (PVHS) Freshman as the Contra Costa County Poetry Out Loud Competition Champion.

2. California High School Speech Association Student of the Year – Sheila McKinney (PVHS Senior)

The City Council read into the record a proclamation recognizing Sheila McKinney, PVHS California High School Speech Association Student of the Year.

3. Pinole Valley High School Boys Soccer Team

The City Council read into the record a proclamation recognizing the PVHS Boys Soccer Team for its winning season.

4. Pinole Valley High School Boys Tennis Team

The City Council read into the record a proclamation recognizing the PVHS Boys Tennis Team for its winning season.

5. Pinole Valley High School Girls Softball Team

The City Council read into the record a proclamation recognizing the PVHS Girls Softball Team for its winning season.

6. State Best Girls Athletic Director – Tiffany Valdehueva

The City Council read into the record a proclamation recognizing Tiffany Valdehueva as State Best Girls Athletic Director.

Mayor Murphy added that at a future meeting, the PVHS Baseball Team would also be recognized for winning the Tri-County Athletic League (TCAL) Title. He commended the PVHS Athletics Program and all of the student athletes for their achievements.

7. Independence Day

The City Council read into the record a proclamation recognizing July 4, 2023 as Independence Day.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

B. Presentations: None

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Murphy reported a letter had been sent to state legislators regarding saving public transit and while the state budget remained to be adopted he understood there would be some protections for public transit agencies. More work was needed to advocate to state legislators and the Governor and he encouraged the public to express its support for funding for public transit agencies.

Mayor Murphy took the opportunity to express his sincere appreciation to City staff for the recent Pride, Juneteenth and recognition of the City's 120th Anniversary events. He appreciated the participation from the community and the power of diversity. He was moved, honored and grateful to serve as the Mayor of the City of Pinole and again thanked all City staff for putting on such a wonderful event, which had been well received by the community and had been featured in numerous local media outlets.

Mayor Murphy also thanked Council member Sasai for his leadership in hosting the flag raising ceremony in recognition of Filipino Independence Day. He had been honored to attend all of the community events and the recognition of the diversity in the City of Pinole.

Mayor Murphy further thanked the Contra Costa County Fire Protection District (CCCYPD) for hosting the Wildfire Prevention Town Hall, which discussion had been recorded and would be available on Pinole Community Television (PCTV).

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Mayor Pro Tem Toms reported on her attendance at the Association of Bay Area Governments (ABAG) General Assembly and briefed the Council on the discussions and the actions taken. She reported this was the 60th Anniversary of ABAG and expressed her appreciation for the convenience of the WestCAT Link service she had used to attend the General Assembly. She had also attended a WestCAT Board meeting and briefed the City Council on the discussions and actions taken. She added the Law Enforcement Torch Run in support of the Special Olympics would be held on June 21, 2023, leaving the City of Hercules around 8:00 a.m. to arrive in the City of Pinole to take the torch down San Pablo Avenue. She understood a few City employees would participate and she encouraged the public to watch the exchange of the torch at the corner of Tennent and San Pablo Avenues, expected between 8:30 and 8:45 a.m.

Council member Martinez-Rubin had attended a City Manager's Sales Tax Working Group, a subgroup of the Revenue and Taxation Policy Committee of the League of California Cities, and along with Council member Sasai had attended the City Seal and Logo Subcommittee and briefed the City Council on all discussions.

Council member Sasai reported on the flag raising ceremony in recognition of Filipino Independence Day, which had been a historic event since it commemorated the City's first proclamation recognizing Filipino Independence Day and also recognized the 125th anniversary of the independence of the Philippines. The event had been well attended and would air on PCTV. He had also attended the ABAG General Assembly and WestCAT Board and City Seal and Logo Subcommittee meetings.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

D. Council Requests for Future Agenda Items

ACTION: Motion by Council member Sasai/Mayor Murphy for staff to return with a recommendation on how to establish a Crime Prevention through Environmental Design (CPTED) Rebate Improvement Program for Small Business Owners and Owners of Commercial Properties in the City of Pinole.

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

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

E. City Manager Report / Department Staff

City Manager Andrew Murray provided an overview of the tentative agenda items for the July 18, 2023 regular City Council meeting.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

F. City Attorney Report: None

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

9. CONSENT CALENDAR

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

- A. Approve the Minutes of the Regular City Council Meeting on June 6, 2023.
- B. Receive the June 2, 2023 – June 16, 2023 – List of Warrants in the Amount of \$1,479,362.50 and the June 9, 2023 Payroll in the Amount of \$558,342.42 (\$486,887.74 Regular Payroll plus \$71,454.68 PD Holiday Pay)
- C. Award a Contract to CSW/ST2 to Complete a Broadband Opportunities Assessment **[Action: Adopt Resolution per Staff Recommendation (Mishra)]**
- D. Award a Contract to West Yost to Complete a Water Reuse Opportunities Assessment **[Action: Adopt Resolution per Staff Recommendation (Mishra)]**
- E. Adoption of a Resolution to Provide City Council High School Student Intern Volunteers with a Monthly Stipend **[Action: Adopt Resolution per Staff Recommendation (Shell)]**

- F. Approve an Unmanned Aerial System (UAS) Policy **[Action: Adopt Resolution per Staff Recommendation (Epps)]**
- G. Resolution of Support for Assembly Constitutional Amendment (ACA) 4 Regarding Right to Vote While Incarcerated **[Action: Adopt Resolution per Staff Recommendation (Rogers)]**
- H. Award a Construction Contract for Safety Improvements at Tennent Ave/Pear & Plum St (CIP Project #Ro2304) to Xcel Engineering in the Amount of \$158,322 (CCTA) **[Action: Adopt Resolution per Staff Recommendation (Dhillon)]**
- I. Adopt a Resolution Declaring Intent for the Levy and Collection of Annual Assessments for the Pinole Valley Road Landscape and Lighting Assessment District (LLAD) for FY 2023/2024, Setting the Date of the Public Hearing, and Approving the Annual Engineer's Report **[Action: Adopt Resolution per Staff Recommendation (Mishra)]**
- J. Placement of Liens for Delinquent Unpaid Waste Collection Charges Falling Delinquent between January and March 2023, considered at an Administrative Hearing on June 1, 2023 **[Action: Adopt Resolution per Staff Recommendation (Stone)]**
- K. Adopt a Resolution Establishing the Fiscal Year (FY) 2023/24 Appropriations Limit **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**
- L. Final Proposed Fiscal Year (FY) 2023/24 Operating and Capital Budget **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**
- M. Resolution Approving the Tri-City Police Dispatch Services and CAD/RMS Agreement Between the Cities of Pinole, Hercules and San Pablo and Authorizing the City Manager to Execute the Agreement **[Action: Adopt Resolution per Staff Recommendation (Gang)]**
- N. Approval of Fiscal Year (FY) 2023/24 Through 2027/28 Five-Year Capital Improvement Plan **[Action: Adopt Resolution per Staff Recommendation (Dhillon)]**

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, spoke to Item 9C, Page 60 of 631 of the agenda packet and cited the statement in the Broadband Opportunities Assessment, Scope of Work, which read: *The City of Richmond has rights to 12 strands of the Conterra fiber, which runs through Pinole* and noted as the consultant had stated there was already a broadband system in place the City could potentially buy into rather than build a new one from scratch.

For Item 9D, Pages 80 and 81 of 631 of the agenda packet, Mr. Menis noted the statement in the Water Reuse Opportunities Assessment, Method for Executing Scope of Work which read: *Upgrading the WWTP to meet Title 22 requirements would be very costly; constructing a new, separate non-potable water distribution system would add even more cost.*

Further, any new site that converts from potable water use to non-potable water use (e.g. parks, dual-plumbed buildings, etc.) would need to make costly upgrades and conversions to its on-site plumbing systems to mitigate the potential for cross-contamination between non-potable and potable water systems, and Mr. Menis commented that would require cooperation with the East Bay Municipal Utility District (EBMUD). He also referenced Task 3: Wastewater Treatment Evaluation, which included the statement *Lastly, we will also consider the need for nitrogen removal as the space constraints on the existing WWTP site for a nitrification de-nitrification process will likely be a fatal flaw.* He noted there were concerns whether or not the project would be feasible and given the statement referenced, he suggested the City Council pull Item 9D and amend it to do Task 3 only. If Task 3 failed, the other tasks may become significantly less useful if it may not be feasible to rebuild the plant and recycle the water.

For the same item Page 84 of 631 of the agenda item, Mr. Menis pointed out the Fee Proposal Chart had broken down the fees for Task 3 and there was the potential for significant cost savings with that approach.

For Item 9E, Mr. Menis asked the City Attorney to clarify the monthly rate stipend for 15 hours per week as shown on Page 105 of 631 of the agenda packet, which averaged around \$8/hour for a four week month and \$6.30/hour for a five week month, which was significantly below the minimum wage. He asked whether the City did not have to pay minimum wages for interns since they were not City employees, which should be clarified.

For Item 9F, Page 113 of 631 of the agenda packet, the scope for the Unmanned Aerial System (UAS) Policy, Mr. Menis identified a typographical error with references to “volunteers” and “employees” having been listed twice. With respect to Page 116 of 631 of the agenda packet, and the list of potential secondary uses for cross departmental support for drones, he identified some formatting errors. He asked how the list would impact the enforcement of conditions of approval the Planning Commission had created or whether it would serve as an after-the-fact monitoring tool.

For Item 9G, Mr. Menis supported the resolution in support of Assembly Constitutional Amendment (ACA) 4 regarding the right to vote while incarcerated given that those who were incarcerated on misdemeanors were currently allowed to vote while incarcerated. He provided a detailed overview of the role of voting and the franchise in general and suggested excluding felons because of their crimes from the electorate exiled them on top of the other punishments from the community. He suggested allowing felons to vote would significantly reduce the rate of recidivism by reintegrating those individuals into the community.

Mr. Menis further spoke to Item 9H and asked why the estimated cost for the expected bid for the contract for the safety improvements at Tennent Ave/Pear & Plum St. was so much lower than the minimum responsive bid, as shown in the June 20, 2023 staff report.

For Item 9M, Page 436 of 631 of the agenda packet, Mr. Menis referenced the statement which read: *Details of the agreed upon formula are included in Exhibits C and D of the Agreement, but in brief the new allocation formula results in a reduction of Pinole's contribution from 32% to 28.29%, with Hercules paying 21.91% and San Pablo paying 49.80%.* He asked whether the rate would be recalculated year after year depending on the various factors used to calculate the rate or whether it would be a one-time set rate made at the start of the contract, to be reviewed at the renewal or extension at the five-year period.

For Item 9N, Pages 465 and 466 of 631 of the agenda packet, Mr. Menis noted the significant fund balance for each of the sources to fund the Capital Improvement Plan (CIP) projects as shown, in particular Fund 200 – Gas Tax. He questioned whether that actually would hold given the gas tax values in the budget had shown the fund balance would be negative at the end of the year, which should be clarified.

James Purcell, Contra Costa County voter, referenced Item 9G and expressed his support for the resolution in support of ACA 4. He noted the United States was one of the world's democracies that had the most restrictive criminal disenfranchisement laws in which convicted offenders who had served their sentences were none the less disenfranchised. Most of the sources of criminal disenfranchisement went back to the reconstruction era, Jim Crow laws, the Black Codes and in response to the 14th and 15th Amendments. He pointed out the State of California sought to restrict the rights of poor and non-white citizens and in 1962 California refused to ratify the 14th Amendment. Because of that over 100,000 Californians were not allowed to vote. He provided statistics for the rate of African-Americans as opposed to non-African-Americans who were disenfranchised, stated the primary population rate of those who were disenfranchised was comprised of Black men who were also the most targeted by the legal system with the greater percentage of the prison population in comparison to the population of the state in total. Disenfranchisement also disproportionately impacted veterans, many of whom returned to civilian life with traumas and faced a greater likelihood of being arrested.

Mr. Purcell provided the statistics of veterans who had been denied the right to vote despite having served their country. Disenfranchisement could also affect civil and communal participation in general and felony disenfranchisement could create political incentives to skew criminal law in favor of disproportionately targeting groups who were political opponents of those in power. He added studies had shown repeatedly that when systems impacted whether people could vote they were less likely to be re-incarcerated after release. Voting rights had been hard fought and were only rights if endowed to all citizens in the country. He suggested the State of California should join other states that had supported ACA 4, which was also supported by the American Civil Liberties Union (ACLU) and League of Women Voters. He found the disenfranchisement of anyone from a vote to be anti-democratic and anti-American.

Bob Moore, Pinole, also speaking to Item 9G, identified himself as a justice-impacted family member and family member of someone who had been a victim of a violent crime. He opposed ACA 4 and suggested before the City Council supported this legislation it should also receive testimony from some of the victims of crime. ACA 4 would allow felons of all crimes to vote and he urged the City Council to visit federal prisons to see the types of people who may be allowed to vote. He had visited prisons personally and had spoken to his experiences pointing out some prisoners continued to break the law while in prison. He also urged the City Council to get feedback from the citizens of Pinole to see whether residents supported City Council support of ACA 4. He reported he had recently posted the topic on the Nextdoor platform asking that very question and none of the commenters were in favor of ACA 4. ACA 4 would allow felons who were incarcerated the right to vote, people who had shown no respect for laws and was a slap in the face to all victims. He suggested not all ideas for justice reform were good ideas and ACA 4 was not a good idea.

George Pursley expressed his support for ACA 4 and commented that this country locked up more people per capita than any other country in the world and he too spoke to the impacts to the poor, Black and Brown communities who were effectively living in what he called a police state. He noted the amount of justice in this country was all too often the amount of justice one could afford and he questioned the actions of the current Public Defender. He provided the statistics for prisoners in the prison system who had officially been exonerated since 1989, and where 26 percent had pled guilty. He suggested the system was broken and discriminatory and disenfranchising people in prison continued systematic disenfranchisement of Black people, which had started at the end of reconstruction. If ACA 4 was passed by the State Senate and Assembly it would also need to be passed by the voters of the State of California. He suggested someone opposed to ACA 4 was essentially removing his right to vote and striking a blow against democracy. He urged the City Council to adopt the resolution in Item 9G.

Maria Alegria, Pinole, spoke to Item 9E and expressed her support for the item. For Item 9F, she expressed concern with the proposed UAS Policy and detailed her personal experience with a drone while outside a restaurant with other patrons in another county, which she felt was racial profiling. She expressed concern such equipment could be used to invade one's personal space. She urged the City to ensure that would not happen to Pinole citizens and asked that the City's UAS Policy include language for a reporting system if such equipment was used and a citizen felt violated.

For Item 9G, Ms. Alegria reminded the City Council that voters had passed ACA 6, Proposition 17, which restored the voting rights of prisoners and which passed by 65 percent of the electorate of Contra Costa County. She provided an overview of the history of ACA 6 at this time, and noted the citizenry would also have the right to vote on ACA 4. She suggested that allowing an opportunity to vote on ACA 4 would not disenfranchise her but allow her voice to be heard. She recommended the City Council approve Item 9G.

For Item 9H, Ms. Alegria thanked the City Council for placing the item on the agenda. She understood the project included a 30-day period for project completion and asked when the project would commence since it was overdue. She expressed her hope it would be completed prior to the start of the next school year.

For Item 9L, Ms. Alegria reminded the Council that three employees reported to the City Council including the City Manager, City Attorney and City Clerk. She reported she had spent the last two months trying to determine the salaries for the City Manager and City Attorney and she thanked Council member Sasai for facilitating her request to meet with the Finance Director to better understand the labor cost allocations as shown on Pages 257 and 258 of 631 of the agenda packet. She commented on the challenges obtaining that information and suggested the information should be posted on the City website to ensure transparency. For the record, she reported the City Manager received wages and benefits in an amount over \$500,000 and the City Attorney over \$596,000 whereas the City Council received a meager \$78,000 for five Council members. She suggested there was a disconnect since the City Council was doing all of the hard work and should be compensated a bit more.

Ms. Alegria was otherwise pleased the City would finally retain a grant writer and reported she had conversations with a representative for Assemblymember Garamendi who lived in the community and who commented on the funds available for infrastructure projects. She urged the Mayor to have that conversation given funds needed to repair the City's roads and infrastructure.

Chris Lodgson, Community Organizer and Policy Manager for the Anti-Recidivism Coalition (ARC), spoke to Item 9G, and stated ACA 4 would allow the voters of the State of California the choice and option to remove the prohibition from the State Constitution that disallowed those convicted of felonies to vote. ARC strongly supported ACA 4 and strongly supported the City Council's support of ACA 4. ACA 4 would give California voters the opportunity to decide whether or not to restore voting rights to people completing their prison sentence with felonies. He suggested voting was not a privilege or opportunity but a God-given right to vote for the citizenship and suggested those convicted felons should not lose those rights and as citizens should be allowed to vote and participate in civic matters. The votes of all citizens were needed and desired in order to maintain a healthy representative democracy that considered everyone's perspectives and channeled concerns and frustrations into constructive political power. Democracy was stronger when fair and inclusive and stripping people of their right to vote was a form of voter suppression and out of step with the American values at a time when national democratic institutions were threatened. He added that the State of California should go in a different direction and re-empower all citizens by freeing the vote for people in prison.

Jovanca Beckles, a member of the AC Transit Board of Directors, representing Ward 1 but speaking as a citizen and voter in Contra Costa County, echoed the comments of the speakers about why ACA 4 was so important. She emphasized that voting was a right, racial oppression was real and voters had the opportunity to reduce mass incarceration through state legislation and policies. She too spoke to the percentage of the Black population that was incarcerated with a large disproportionate number of Black and Brown persons incarcerated in the State of California. She referenced right-wing groups that had been aggressive in the attempts to destroy democracy, with the country under attack from fascism and right-wing extremists. She commented on the data which had shown that 90 percent of all incarcerated individuals would be released from incarceration and should have an opportunity to have a say in their future and a say in the communities in which they would return. She urged the City Council to adopt the resolution in Item 9G.

Thanh Tran, Ella Baker Center for Human Rights, expressed his support for Item 9G and ACA 4. As a former foster youth and someone who had formerly been incarcerated, he took the opportunity to congratulate those who were fathers in recognition of Father's Day and those fathers who were currently incarcerated. He spoke to his experience as a foster youth and those men who were incarcerated with him and who had raised him in prison, taught him values in prison and how to love himself, family and others. He also spoke to the issues that those who were incarcerated cared about and what they would vote on if they had the ability to do so while in prison. ACA 4 was not just about being allowed to vote while in prison but about safer communities, with 90 percent of incarcerated persons even with life sentences likely to return home. He implored the City Council to create safer communities for all by passing the resolution in Item 9G.

Antoinette Ratcliffe, Executive Director, Initiate Justice, Co-Sponsor of ACA 4, also expressed her support for Item 9G. She echoed all of the comments made in support of ACA 4 and agreed it was a fundamental right not a privilege to vote. It would strengthen communities, reduce recidivism, discriminatory and disparate impacts of felony disenfranchisement on already historically oppressed races and communities. She added if ACA 4 was passed by California voters, it would strengthen the state's democracy. At a time when democratic processes across the country were under attack, California had the opportunity to make democracy more inclusive.

Ms. Ratcliffe stated ACA 4 would also allow an opportunity for voters to contribute to developing proactive and pro-social neighbors one wanted in their communities and welcome home people who were connected and invested in their communities. Data had shown people who voted while incarcerated or shortly thereafter were 50 percent less likely to be rearrested. Initiate Justice had conducted a survey of people currently incarcerated and on parole in 2017, and she highlighted the top issues people would vote on if they had the opportunity, which included jobs, economy, education and health care. She urged the City Council to support the resolution in Item 9G.

Richard Lye also supported Item 9G and agreed with the sentiments in the resolution. He stated the current State Constitution made an assumption to the right to vote for incarcerated individuals, which was unjust and inconsistent with the basic tenets of democracy and should be repealed as outlined in ACA 4. He reiterated that voting was a right, not a privilege, with the foundation of democracy resting heavily on this right. He went on to comment that the current language in the State Constitution made second class citizens of an “other” group and stripped them of basic rights and representation and continuing to support the status quo in this way was wrong and dangerous. He added that other states in this country and in United States Territories had supported similar legislation as ACA 4. He too urged the City Council to support the resolution in Item 9G.

Cordell Hindler, Richmond, spoke to Item 9A, Page 26 of 631 and asked that the last sentence of his comments be revised to read: *He otherwise found some speakers had been cut off from making comments, noted some cities in West County allowed speakers to complete their comments, and the City Council should listen to its constituents, allow speakers to complete their comments and not be cut off.* For Item 9E, he had reviewed data from the cities of Menlo Park, Richmond and San Pablo; Richmond and San Pablo paid interns \$20/hour and Menlo Park paid interns average salaries between \$53,000 and \$60,000.

For Item 9K, Mr. Hindler thanked the Finance Director and City Manager for responding to his questions. He commented on the funds shown in the budget for the City Clerk and City Council for furniture, which he found to be a large gap, and funds for a consultant and recommended consideration of CPS Consulting that had expertise in diversity, equity and inclusion. He also spoke to the funds identified in the budget for event planning and offered for consideration Kate Siegel Fine Events located in San Francisco which had event planning experience. For Item 9N, he supported the item which sounded good in theory.

City Clerk Bell referenced item 9I, and identified a typographical error on Page 144 of 631 of the agenda packet, with the last sentence under the heading Fiscal Impact to be corrected to read:

The total District budget for Fiscal Year 2023/24 will be \$57,680.34.

Mayor Pro Tem Toms requested that Item 9G be removed from the Consent Calendar for discussion.

Council member Martinez-Rubin requested that Items 9A, 9E, 9F and 9G be removed from the Consent Calendar for discussion.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Sasai/Tave to approve Consent Calendar Items 9B, 9C, 9D, 9H, 9I, 9J, 9K, 9L, 9M and 9N, as shown.

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

For Item 9A, Council member Martinez-Rubin requested a revision to the last sentence as shown on Page 23 of 631 of the agenda packet, for the Minutes of the Regular City Council Meeting on June 6, 2023, as follows:

Given the agreement linked to the City website and to the staff report, there were specific ways the City had negotiated a contract in the past that benefitted ratepayers, which was consistent with what the City's Municipal Code allowed.

ACTION: Motion by Mayor Pro Tem Toms/Council member Martinez-Rubin to approve the minutes of the Regular City Council Meeting on June 6, 2023, subject to the revisions provided by Council member Martinez-Rubin and Cordell Hindler.

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

For Item 9E, Council member Martinez-Rubin commented that the staff report for the policy for high school student intern volunteers had not included a selection process once applications had been obtained from interested parties for the student internships. She asked for clarification if the internship was for a minimum period and advised she would make a motion that there be a maximum of one intern per Council member.

Human Resources Director Stacy Shell clarified that applicants would apply through the City's application process and an interview process would be established for the applicants and Council members. Council members would be able to make their selection after that interview process and from there a background process for the interns would occur. Once those processes had been completed the individual selected would be partnered with the Council member. A minimum period had not been established for the internship since this was a pilot program, but staff had determined the program would be through the school year. That period could be extended if the City Council chose to do so at a later date. She confirmed it would be possible to implement the recommendation for a maximum of one intern per Council member as part of the pilot program with no more than one intern per Council member budgeted at this time.

Council member Martinez-Rubin clarified in part the reason for a maximum of one intern per Council member was due to the budget and amount of time to oversee and supervise an intern, to be absorbed by the Council member.

As a matter of fairness, Council member Martinez-Rubin wanted to see the budget distributed equally amongst the five Council members. While she recognized a Council member may not decide to participate in the program at the beginning of the school year they may decide to participate later and acquire an intern and those funds allotted in their entirety should be available.

Council member Martinez-Rubin offered a motion, seconded by Mayor Pro Tem Toms to adopt a resolution to provide City Council high school student intern volunteers with a monthly stipend and that there be a maximum of one intern per Council member.

On the motion, Council member Sasai understood only two out of five Council members were interested in having an intern at this time. He asked whether that had changed.

Human Resources Director Shell confirmed that only two Council members had expressed an interest in having an intern since the inquiry had first been submitted to the City Council.

Council member Sasai could not support the motion since he found it would limit the value of PVHS students participating in the intern program. He preferred to have two to three interns working for him while he understood that would depend on how many interns each Council member wanted to take on. He would rather be able to expand the reach of the program.

City Attorney Eric Casher clarified in response to the public comment about Item 9E that the City may legally issue a stipend of \$500. A six-part test would be required to be met pursuant to the Department of Labor for the City to issue a stipend versus minimum wage, which criteria the City would meet with the intern not guaranteed a job after the internship, the intern would not replace an employee of the City and other standards as shown in the June 20, 2023 staff report.

Council member Martinez-Rubin understood the intent of the program was to expose as many students as possible to the internship experience and if the intent was to expose the intern to volunteerism and governance, student internship was not the only way to volunteer and learn about governance. Since this was a pilot program, she wanted to see it work well and have that Council member and intern learn from each other. She did not see her motion as narrowing the program. She had experience working with interns at the graduate level and suggested there was opportunity to have a wonderful learning experience for the Council member and the intern and have that investment in time to allow for that to happen.

City Manager Murray did not assume at this time that only two Council members were interested in participating in the program. With the establishment of the program and once the stipend had been approved, staff could put out a new call of interest in the program. He did not want staff or Council members to feel they had missed the opportunity to participate.

Council member Sasai asked whether the item would return to the City Council to explore options for a self-interview process, limitations of the program or any logistics before it went out to solicit interest from high school interns, and Human Resources Director Shell clarified staff had not anticipated bringing the item back in that the pilot program had been adopted at a prior City Council meeting with this action, the approval of a stipend, an addendum to the prior action.

Council member Sasai understood there was a ceiling to the number of interns if there was a lot of interest given the budget, although City Manager Murray explained the City Council may amend that at any time.

Council member Sasai reiterated his earlier comments and stated he needed more time before he could vote on the motion that he currently did not support.

ACTION: Motion by Council member Martinez-Rubin/Mayor Pro Tem Toms to adopt a resolution to provide City Council high school student intern volunteers with a monthly stipend and that there be a maximum of one intern per Council member.

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

ACTION: Motion by Council members Tave/Sasai to adopt a resolution to provide City Council high school student intern volunteers with a monthly stipend.

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

For Item 9F, Council member Martinez-Rubin referenced Page 113 of 631 of the agenda packet and identified a typographical error (repeat of terms) in the paragraph under the heading Scope. To Page 114, Section 6. Privacy & Security, she requested clarification the “City data” to be collected would be treated like any public record request by a third party to have access to such recordings.

City Attorney Casher clarified that anything recorded from a drone used pursuant to this policy would be a matter of public record and the City would provide recordings captured from the drone.

Mayor Murphy commented that the language under Section 5. Data, also shown on Page 114 of 631 of the agenda packet which read: *Distribution of raw UAS data is restricted to City departments for the purpose of cleansing and processing data only* was inconsistent with the statement made by the City Attorney.

City Attorney Casher clarified the intent of the section referenced and explained that footage captured by a UAS would be of public record, although certain images within the footage may have to be redacted or blurred depending on what had been recorded.

Council member Martinez-Rubin referenced Page 115 of 631 of the agenda packet and the first sentence of the language in Section 9. Use Agreement Language, and clarified with Assistant to the City Manager Fiona Epps there had been a typographical error and the sentence should be corrected to read:

If an Unmanned Aircraft System (UAS) is used for any purpose under this policy either directly by the Contractor or by a subcontractor to the Contractor, the Contractor shall ensure that such activity is covered by Unmanned Aircraft Systems insurance.

Mayor Pro Tem Toms clarified for the benefit of the public the inappropriate use of a UAS had been addressed on Page 115 of 631 of the agenda packet, Section 7. Unauthorized Use Is Prohibited, and read: *Engaging in the unauthorized use of UAS or activities that are inconsistent with this Policy may be grounds for termination of the relevant contract, as well as applicable monetary fines and penalties*

ACTION: Motion by Mayor Pro Tem Toms/Council member Martinez-Rubin to approve an Unmanned Aerial System (UAS) Policy, as modified and as discussed.

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

Mayor Pro Tem Toms spoke to Item 9G and the discussion about this topic both online, in the Council Chambers, and comments she had received via email. She reiterated that Proposition 17 had restored voting rights to those who had previously been incarcerated but had served their sentences. ACA 4 would restore or provide the voting rights to those convicted of a felony. She clarified her comments were based on her personal experience and having been a victim of a felony and having dear friends who still suffered from trauma and who continued to be victimized. To have a campaign in 2024 to discuss this issue would bring up some severe Post-Traumatic Stress Disorder (PTSD) issues and was not respectful to victims who were often forgotten. She respected all of the comments that had been provided but she would vote no on this item.

Council member Martinez-Rubin recalled when the item had been requested as a future agenda item it had been intended as a discussion and not under consent as a resolution. Also, Consent Calendar items were intended to be non-controversial items and this item was controversial. Discussion of allowing criminally incarcerated the right to vote went back to the election of 2020 and the rationale about the votes that could be obtained. She suggested different levels should be considered for those who had already served after conviction to exercise their right to vote. She noted the Department of Justice had made available a guide to state voting rights which applied after criminal conviction, and in the State of California for those persons currently incarcerated with a felony conviction were not allowed to vote but people were allowed to vote during pre-trial detention, misdemeanors, federal convictions and out-of-state convictions. She too could not support the resolution in Item 9G.

Council member Sasai explained that he had requested the item. He asked the City Clerk what had been in the original motion when the item had been introduced.

City Clerk Bell advised she would have to go back and review the original motion but the spirit of the item was to bring a resolution for consideration which was before the City Council.

Council member Sasai stated democracy was important and when there were little to no speakers in the Council Chamber or online that was a concern and he appreciated all of the input in-person and online whether in opposition or support of this item. He suggested democracy worked best when everyone was included. He pointed out Canada and Israel allow the incarcerated to vote and on every continent there was at least one developed country that made sure everyone was part of the democratic process.

Council member Sasai also listed those states and United States Territories that allowed the incarcerated to vote and he cited the data and statistics for Black and Brown persons and those in low income communities who were currently prohibited from voting due to their contact with the criminal legal system.

Council member Sasai suggested the ability to vote was a right and he found ACA 4 a voter access bill and public safety measure about decreasing recidivism, with the data showing that those allowed to vote while in prison were 50 percent less likely to be re-arrested after re-entry. He pointed out that crime in Pinole was not just committed by those who lived in Pinole but those who lived in the region and if they were to be serious about public safety, they must consider those re-entering society since over 95 percent of those incarcerated were expected to be released. He respected those with an opposite view but at the same time ACA 4 would come to the ballot when the people of California would decide.

ACTION: Motion by Council member Sasai/Mayor Murphy to adopt a resolution of support for Assembly (ACA) 4 Regarding Right to Vote While Incarcerated.

Vote:	Passed	3-2
	Ayes:	Murphy, Sasai, Tave
	Noes:	Toms, Martinez-Rubin
	Abstain:	None
	Absent:	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 Public Hearing, Waive the First Reading of an Ordinance Amending Section 15.02.070 “Permitted Hours and Condition of Construction” of the Pinole Municipal Code [Action: Conduct Public Hearing and Waive the First Reading of the Ordinance (Casher)]**

City Attorney Casher presented the staff report and recommended the City Council conduct the public hearing and waive the first reading of an Ordinance Amending Section 15.02.070 “Permitted Hours and Condition of Construction” of the Pinole Municipal Code (PMC).

Council member Martinez-Rubin asked whether construction may occur on Sundays, and City Attorney Casher confirmed under the proposed ordinance amendment Sundays would be an option.

Council member Sasai asked whether there had been noise complaints from residents about construction noise in those areas of the City where construction was currently occurring, to which Community Development Director Lilly Whalen cited as an example the Vista Woods development, which was a large project in the City, and reported that to date staff had received no noise complaints.

PUBLIC HEARING OPENED

Rafael Menis, Pinole, understood the amendment to the ordinance would allow the City Manager to amend any construction hours at his discretion. He asked whether or not the City Manager would be limited in his discretion beyond the hours for construction.

Cordell Hindler, Richmond, asked the City Council to follow the staff recommendation.

Alfred Twu, MWA Architects, who has worked on affordable housing developments in the Bay Area, stated many cities in the Bay Area had provided extended hours for construction activities on weekends, which had been critical this year given weather-related delays and since it would be helpful for construction on projects to progress prior to the next rainy season.

PUBLIC HEARING CLOSED

Mayor Pro Tem Toms understood work on weekends was at the discretion of the City Manager who may restrict the work to the interior, as an example. She commented that a lot of work could be done on the interior of buildings that would not have noise impacts on a neighborhood. She pointed out City staff would not want to receive noise complaints for work on the weekends and she found that would be part of the discretion.

ACTION: Motion by Mayor Pro Tem Toms/Council member Tave to waive the first reading of an Ordinance Amending Section 15.02.070 "Permitted Hours and Condition of Construction" of the Pinole Municipal Code.

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

11. OLD BUSINESS: None

12. NEW BUSINESS

- A. Updating the Procurement Policy to Require the Use of Union Shops for City Print Work **[Receive Report and Provide Direction (Murray)]**

City Manager Murray presented the staff report and stated the City Council could direct staff to prepare for the City Council's consideration at a future Council meeting revisions to the Procurement Policy regarding using union shops for printing. He recommended the City Council receive the information on a potential update to the City's Procurement Policy to require the use of union shops for City print work and provide direction to staff, as appropriate.

Mayor Pro Tem Toms asked the threshold of print jobs that would trigger the Procurement Policy, to which City Manager Murray explained the City Council may structure the threshold in any way that could be discussed further when staff came back with proposed revisions but he was uncertain a threshold was needed since the City had print jobs of all sorts and types and the Procurement Policy of seeking to work with union print shops first was not more extensive.

Council member Tave sought a rubric that could be used to prioritize union print shops for printing. He supported the return of the item with that framework.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, understood there were be no fiscal impacts related to the adoption of a Procurement Policy to require the use of union print shops and he asked for clarification.

Cordell Hindler, Richmond, recommended staff return at a future meeting with revisions.

Joe Summers, Political Director, Contra Costa Labor Council, expressed his support for this item. He understood the City already utilized union print shops for printing needs and using a union shop ensured quality craftsmanship for needed materials and assurance workers received good wages and benefits in a business promoting positive labor relations. He suggested this action was also in keeping with the community's values, there would be union representation and any contracts and workforce should be treated fairly as well, when possible.

PUBLIC COMMENTS CLOSED

City Manager Murray clarified that staff had not envisioned doing less print work, the current circumstances absent a preference was that sometimes non-union print shops were a lower cost than union print shops and other factors. The City spent relatively a small amount of money on printing already and even with a small increase in costs, staff did not expect significant increases since the City's printing expenditures were already low.

Council member Sasai suggested when staff returned with an update to the Procurement Policy practicality be kept in mind. He supported the Procurement Policy.

Council member Martinez-Rubin clarified when discussing print work, they were discussing a print shop, versus photo copies which could be up to 1,000 pages for any given City Council meeting, and which would remain in-house.

City Manager Murray clarified that photo copying would depend on whether staff out-sourced or not, and he did not envision any changes to the service model, with the current print work being out-sourced to continue with a preference for union print shops. A volume or capacity issue with photo copying may also be done at a print shop.

Council member Sasai suggested when a union print shop was used the items printed show the union book doing the work, which was good for visibility.

ACTION: Motion by Council member Sasai/Mayor Pro Tem Toms to direct staff to return and present to the City Council an update to the Procurement Policy requiring the use of union print shops for City print work.

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

B. Discussion and Possible Direction Regarding the City's Intergovernmental Legislative Review and Action Process **[Action: Receive Report and Provide Direction (Murray)]**

City Manager Murray presented the staff report and recommended the City Council receive the information on the City's intergovernmental legislative review and action process and establish an Ad Hoc Subcommittee to provide a recommendation to the full City Council on potential changes to the City's current process.

Mayor Pro Tem Toms commented the City had employed a number of subject matter experts and she suspected some of the Department Heads were involved in various organizations and kept apprised of legislative bills. She could support staff to also submit legislative platform items, which was something she did as part of her day job with the County, with items submitted based on what was in the General Plan, implementation measures and policies for certain projects. That could be something staff could prepare that the City Council could add to as an option.

City Manager Murray advised the existing process for agenda development allowed City staff to bring forward position letters on legislation for City Council consideration. Having City staff input on City Council positions, if the City Council elected to establish an Ad Hoc Committee to develop its platform City staff could help that subcommittee develop that platform or a standing committee that met periodically to discuss legislation with a staff liaison could be another option.

Mayor Pro Tem Toms reiterated the process in which she had experience was a platform which was renewed every year like some of the examples provided in the June 20, 2023 staff report, and which was broad and if there was a piece of legislation that fits in that category it was already a done deal and supported the legislation. She commented it was a heavy undertaking the first time but after that was just updating.

Mayor Murphy reported the Marin Clean Energy (MCE) Board had a process that was similar to the process utilized by the Town of Danville, as detailed in the staff report, which platform worked well for MCE. He was open to a Legislative Ad Hoc Subcommittee process but it may be mundane since the City Council may want to tap into issues of importance since Council members served on various committees and may want to do additional work. He suggested staff prepare something like the Town of Danville's legislative process and include information from other partners such as CivicWell and the League of California Cities, and the City Council could make edits at a future City Council meeting. He was also interested whether staff saw value of a Legislative Ad Hoc Subcommittee outside of or in addition to that process.

City Manager Murray suggested it came down to a decision whether or not to have a limited term Ad Hoc Subcommittee make a recommendation to the City Council about how to approach the City's intergovernmental legislative review based on the two versions of models staff had outlined in the staff report and then staff could return with a specific proposal for consideration.

Council member Sasai asked of the scope of the Ad Hoc Subcommittee, to which City Manager Murray explained it would be up to the Ad Hoc Subcommittee that would address which of the two models in the staff report should be recommended to the full City Council. If recommending a detailed platform model, the Ad Hoc Subcommittee could develop that detailed platform and City staff could also return with a proposed framework.

City Manager Murray added that the City Council could do that through the Ad Hoc Subcommittee process with staff support. The scope of activities of the Ad Hoc Subcommittee depended on how the City Council wished to define it.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, asked the intent of the item and while he understood a legislative platform would be beneficial to the City he questioned having a platform putting forward policy on legislative matters absent engagement from the full City Council, with staff to have the authority based on a written policy platform on certain subject areas, or in general shifting the responsibility of communicating with other levels of government to support or oppose legislation. While he recognized the priorities of the platform would ultimately be set by the City Council, he suggested there would be a loss of community engagement not having the City Council itself voting on the items even if just a Consent Item. For any piece of legislation or item there would not be the opportunity for public input and feedback or City Council input and feedback, just an all-at-once process or nothing, and while that may make the City Council meetings more efficient and flow faster again something would be lost absent bringing the particular items forward for public and City Council input and feedback.

Maria Alegria, Pinole, found this would end up in a circular file that would not see the light of day and while she liked the idea of a platform that could be incorporated into the strategic planning effort, legislation needed full transparency. She suggested it was the role of the City Manager, the Mayor and Mayor Pro Tem to discuss these issues with Department Heads. She suggested there was a disconnect and the City Council needed more discussion and possibly this should be discussed as part of the strategic planning process. Or, the City could consult with the League of California Cities and use existing resources available to the City.

Cordell Hindler, Richmond, reported he attended City of Berkeley Standing Committee meetings each month which were comprised of three Council members and an Alternate. He suggested City staff look to the City of Berkeley's process for legislative business. The City of Richmond also had Standing Committees that had met monthly but that had been discontinued for various reasons but could be another model to review. He recommended the item be continued and return after review of the models used by the cities of Richmond and Berkeley. He agreed the item was not yet ready for consideration.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin commented as part of the adopted 2020 Strategic Plan there was the mention for creating a process for the City Council to have equal understanding about a piece of legislation. Efficiency was important and a goal of the Strategic Plan and was something the City Council should strive for. She emphasized the importance of making public what was of priority to the City in a legislative platform/statement that identified very overtly municipal services and that those be outlined with examples given to illustrate how forthcoming legislation fell under the heart of what made up what municipal services were and that be presented in a statement or platform based on the City's guiding document, such as the General Plan, Strategic Plan and any Master Plans similar to the examples from other cities included in the staff report.

Council member Martinez-Rubin acknowledged some Council members may have knowledge of certain pieces of legislation more than another based on various means and how to have a fairly equal understanding of any piece of legislation that impacted Pinole was one question. Legislation at the state and federal level included questions from the public about the relevance to local jurisdictions which was another question. As an example, the discussion on ACA 4 could be related to municipal services, had included public comment from people outside of the City of Pinole along with a few City residents, which was a larger issue and a matter of how the public and the City Council became aware and eventually engaged in local legislation that may affect residents and how the City operated. Having created that identified what the priority pieces of legislation would be for the City of Pinole and which were non-controversial and relevant to basic municipal services spoke to the need to having such a document, which the City currently did not have. Other topics or issues that may come before the City Council based on other means determined what should be brought forward locally.

Council member Martinez-Rubin reiterated the need for a legislative platform that readily identified what the City Council may likely agree on and having staff draft a document/legislative platform that identified existing guiding documents already in place and that had been adopted by the City Council would be a start towards that. She supported having staff help out the City Council and identify the core of what legislation would maintain, sustain, and make possible for municipal services to exist to be based on staff's familiarity with the particular documents referenced for their own work along with what was known from its peers along with guiding documents already in place to be brought back to the City Council.

ACTION: Motion by Mayor Pro Tem Toms/Mayor Murphy to direct staff to return with a Draft Legislative Platform based on the existing adopted plans.

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

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

Maria Alegria, Pinole, applauded Council member's Sasai's recognition of Filipino Independence Day and the flag raising ceremony, which event had been well attended. She had also been able to catch the tail end of the CCCFPD Wildfire Prevention Town Hall and wanted to learn more about the City's partnership with the CCCFPD but was surprised with the lack of City staff at the event. She asked what type of partnership the City was developing with the CCCFPD given there had been no public information from the Town Hall discussion and asked how people were being made aware of things happening with the CCCFPD.

Ms. Alegria emphasized that fire season was here, she had done her due diligence for her property and hoped her neighbors would do the same, but there had been no information from City Hall responding to her concerns. She had learned that CCCFPD had an awesome fire protection program but because code enforcement was within the jurisdiction of the City of Pinole that was a concern and she asked whether the City had considered contracting with CCCFPD as part of the agreement between the City and the CCCFPD. She asked the City Council to look into that issue and the City to be proactive to help neighbors prevent fires in the Pinole Valley.

Cordell Hindler, Richmond, extended his congratulations to the PVHS Soccer and Tennis Teams for their winning seasons, and reiterated his concern every time resident Anthony Vossbrink called into the City Council meetings his comments were cut off and he reminded the City Council to listen to its constituents. He had looked at other cities in West County whose mayors allowed residents to finish their comments. He otherwise requested that the City Council invite Danny Wan or representative to make a presentation on the plans for the Port of Oakland as it was adjusting to coming out of the pandemic as a future agenda item. Additionally, he referenced the budget for the prior fiscal year and the position for Assistant City Manager. Having looked at other jurisdictions, the Assistant City Manager position played a vital role in City government which was important when the City Manager was not present.

Alfred Twu, reported he had an excellent time at the Pride event he hoped the City would continue every year.

Irma Ruport, Pinole, agreed the Pride event had been awesome and she encouraged the City to bring the event back next year; however, she had spoken to a CCCFPD firefighter in passing at the event and had learned there had been some miscommunication and the CCCFPD had not been invited. With the upcoming Car Show, she asked the City Council to invite the CCCFPD to the event. She added the Pride event included a combination of community events and she urged the City to do a better job scheduling multiple events in the future if they were to be combined. She further commented in response to concerns with time limitations for public comment that the Mayor should notify the speaker when they were close to reaching the time limit and remind speakers of the rules for addressing the City Council. The City Council should be fair to everyone with everyone to have the same time restrictions.

Anthony Vossbrink, Pinole, also spoke to the three-minute limit time for public comment and noted the time clock as shown on the video for the City Council meeting was only shown for those calling in which he found to be distracting. He questioned the different protocols for those making public comment whether in-person or online. He suggested some speakers had been allowed to speak beyond three minutes when everyone should be allowed equal time and should be allowed to complete their comments before being cut-off. He otherwise commented on the number of street light outages up and down Pinole Valley Road, on Henry Avenue, along San Pablo Avenue and the Adobe Road turnabout. Bulbs needed replacement or were missing or there were missing wires. Traffic street signs and street corners were being obstructed by trees and bushes and public restrooms remained in disrepair.

City Clerk Bell explained that the time clock for remote speakers was displayed since remote speakers did not have the ability to see the visual cues set up in the Council Chambers for in-person speakers and was an attempt by staff to provide all speakers a warning when the three-minute time was coming to an end.

City Clerk Bell also clarified with respect to public comment on Consent Calendar items that when a speaker was present in-person and wanted to speak on multiple items those speakers were provided three minutes per item. If speakers had comments that may go beyond the three-minute time limit, they were encouraged to provide written comments in advance of the Council meeting which could be distributed to the City Council and be posted online.

The City Council adjourned to Closed Session at 9:48 p.m.

At 11:11 p.m., Mayor Murphy reconvened the meeting into open session and announced there was no reportable action from the Closed Session.

14. ADJOURNMENT to the Regular City Council Meeting of July 18, 2023, in Remembrance of Amber Swartz.

At 11:12 p.m., Mayor Murphy adjourned the meeting to the Regular City Council Meeting of July 18, 2023 in Remembrance of Amber Swartz.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

9B WARRANT LISTING

By Vendor Name

Payment Dates 6/17/2023 - 7/14/2023

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J0605-23A	102342	06/23/2023	212-462-42101	PLAN REVIEW MARCH 1-31, 2023	1,312.60
J0605-23B	102500	07/14/2023	212-462-42101	PLAN REVIEW MAY 2023 BP23-0134	312.89
J1909-04A	102453	07/07/2023	212-462-42101	PERMIT TECHNICIAN FOLEY MAY 2023	3,825.00
J1909A59	102453	07/07/2023	100-465-42101	CODE ENFOR OFFICER CRAWFORD MAY 2023	2,722.50
J3681A26	102392	06/30/2023	100-231-42101	FEBRUARY 2023 FIRE INSPECTION SERVICES	15,960.00
J4118A-R	102500	07/14/2023	212-462-42101	PROJECT MANAGER JANUARY 2023	2,320.00
Vendor 4LE00 - 4LEAF, INC. Total:					26,452.99
Vendor: 2699 - AAA BUSINESS SUPPLIES & INTERIORS					
2255357-0	102501	07/14/2023	500-641-42201	OFFICE SUPPLIES WPCP	105.60
2262308-0	102501	07/14/2023	500-641-42201	OFFICE SUPPLIES WPCP	84.16
2264974-0	102501	07/14/2023	500-641-42201	COPY PAPER WPCP	213.85
2269040-0	102501	07/14/2023	500-641-42201	CARTRIDGE WPCP	328.77
Vendor 2699 - AAA BUSINESS SUPPLIES & INTERIORS Total:					732.38
Vendor: 2187 - ACTION GLASS, INC.					
I107573	102343	06/23/2023	100-343-42107	REPLACE WINDSHIELD GLASS CY	352.40
I107574	102343	06/23/2023	100-343-42107	REPLACE WINDSHIELD CY	359.93
I170575	102343	06/23/2023	100-343-42107	REPLACE WINDSHIELD CY	329.99
Vendor 2187 - ACTION GLASS, INC. Total:					1,042.32
Vendor: PRO18 - ADT COMMERCIAL					
JUNE 2023	102393	06/30/2023	209-553-42101	ALARM MONITORING SERVICES- TINY TOTS	101.59
Vendor PRO18 - ADT COMMERCIAL Total:					101.59
Vendor: AIR07 - AIR EXCHANGE, INC.					
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Vendor AIR07 - AIR EXCHANGE, INC. Total:					699.22
Vendor: AIR10 - AIRGAS USA, LLC					
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Vendor AIR10 - AIRGAS USA, LLC Total:					380.50
Vendor: 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC.					
S5599077.001	102502	07/14/2023	500-641-44306	LED LAMP FOR LAB WPCP	586.42
Vendor 2698 - ALAMEDA ELECTRICAL DISTRIBUTORS INC. Total:					586.42
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 06082023	102345	06/23/2023	100-222-42201	WATER FOR PD	297.27
5025519 060623	102345	06/23/2023	500-641-42201	WATER FOR WPCP	117.42
5025531 060623	102395	06/30/2023	100-343-44306	WATER DELIVERY SERVICE TO CORP YARD	150.90
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Vendor: 2073 - ALLIED FLUID PRODUCTS CORP					
INV49857	102503	07/14/2023	500-641-44306	HOSE WPCP	415.71
Vendor 2073 - ALLIED FLUID PRODUCTS CORP Total:					415.71
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378XF	102346	06/23/2023	525-118-43101	MESSAGING FIRE DPT	142.65
Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:					142.65

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
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6588C	102396	06/30/2023	100-345-42108	FERNANDEZ PARK & PVR PEST CONTROL	250.00
6802C	102396	06/30/2023	100-345-42108	FERNANDEZ PARK & PVR PARK PEST CONTROL	250.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					500.00
Vendor: WIL13 - ANTHONY WILSON					
062023	102397	06/30/2023	100-343-42514	DOT PHYSICAL FEE REIMBURSEMENT	91.00
Vendor WIL13 - ANTHONY WILSON Total:					91.00
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
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5172098044	102454	07/07/2023	500-642-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	137.18
5172100322	102454	07/07/2023	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	45.84
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5172113840	102454	07/07/2023	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	234.63
5172113840	102454	07/07/2023	500-642-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	138.27
5172116199	102454	07/07/2023	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	46.20

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
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5172117981	102454	07/07/2023	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	234.63
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5172130265	102454	07/07/2023	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	46.37
5172130265	102454	07/07/2023	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	236.07
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Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:					6,062.69
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
82714	102398	06/30/2023	100-345-44306	KEYS, PADLOCK	54.63
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					54.63
Vendor: ARM09 - ARMOUR PETROLEUM SVC/EQUP					
WO-25126	102504	07/14/2023	100-343-42108	REMOVED AND REPLACED LEAKING VAPOR SWIVEL ADAPT	683.62
Vendor ARM09 - ARMOUR PETROLEUM SVC/EQUP Total:					683.62
Vendor: ASC03 - ASCAP					
05202023	102348	06/23/2023	209-551-42101	LICENSE FEE	432.50
Vendor ASC03 - ASCAP Total:					432.50
Vendor: ATT01 - AT&T					
000020060288	102349	06/23/2023	525-118-43101	PHONE MIS	1,503.42
000020062136	102349	06/23/2023	525-118-43101	PHONE FOR PUBLIC WORKS	904.09
000020062137	102349	06/23/2023	525-118-43101	ADMINISTRATION PHONE	3,843.50
000020062138	102349	06/23/2023	525-118-43101	RECREATION PHONE	923.38
000020062139	102349	06/23/2023	525-118-43101	CDD PHONE	185.94
000020062141	102349	06/23/2023	525-118-43101	EOC PHONE	202.93
Vendor ATT01 - AT&T Total:					7,563.26
Vendor: BAX00 - BADGE FRAME, INC.					
40792	102455	07/07/2023	100-222-42201	PERPETUAL PLAQUE PD	122.00
Vendor BAX00 - BADGE FRAME, INC. Total:					122.00
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001382544	102505	07/14/2023	100-112-42514	CLASSIFIED ADS WEST COUNTY TIMES	67.50

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0001382544	102505	07/14/2023	100-112-42514	CLASSIFIED ADS WEST COUNTY TIMES	141.30
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					208.80
Vendor: 1304 - BAYFRONT CHAMBER OF COMMERCE					
400	102456	07/07/2023	100-466-42401	MEMBERSHIP RENEWAL JULY 2023 - JUNE 2024	2,500.00
Vendor 1304 - BAYFRONT CHAMBER OF COMMERCE Total:					2,500.00
Vendor: ESP01 - BELINDA ESPINOSA					
JULY 2023	102457	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBURSEMENT JULY 2023	361.20
Vendor ESP01 - BELINDA ESPINOSA Total:					361.20
Vendor: 2703 - BETHANY SAMPSON					
06202023	102506	07/14/2023	209-552-43807	REFUND FOR SUMMER CRAFT FAIR	40.00
Vendor 2703 - BETHANY SAMPSON Total:					40.00
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6542896	102350	06/23/2023	209-552-43804	LUNCH PROGRAM PSC	1,320.64
6550898	102458	07/07/2023	209-552-43804	FOOD PROGRAM PSC	1,482.77
6551595	102507	07/14/2023	209-552-43807	FUNDRAISING PANCAKE BREAKFAST	1,215.38
6553789	102507	07/14/2023	209-552-43807	DRY GROCERIES	-21.30
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,997.49
Vendor: 2691 - BLACKWELL GENERAL ENGINEERING, INC.					
062023	102399	06/30/2023	100-000-31510	REFUND OVERPAYMENT FOR BL23-11044	64.00
Vendor 2691 - BLACKWELL GENERAL ENGINEERING, INC. Total:					64.00
Vendor: 2701 - BNSF RAILWAY COMPANY					
90252054	102508	07/14/2023	325-342-47205	DESIGN REVIEW FOR REPLACEMENT OF SPA OVERPASS	316.96
Vendor 2701 - BNSF RAILWAY COMPANY Total:					316.96
Vendor: LOW01 - BRIAN LOWRY					
JULY 2023	102459	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBUR JULY 2023	30.74
Vendor LOW01 - BRIAN LOWRY Total:					30.74
Vendor: BRO33 - BROADCAST MUSIC INC					
11041061	102351	06/23/2023	209-551-42101	MUSIC LICENSE RECREATION	30.00
Vendor BRO33 - BROADCAST MUSIC INC Total:					30.00
Vendor: CAL04 - CALCON SYSTEMS, INC.					
53755	102352	06/23/2023	500-641-44306	SERVICE CALL PARTS AND LABOR WPCP	5,750.00
53756	102400	06/30/2023	500-641-42107	MAINTENANCE PARTS & LABOR-WWTP	5,750.00
53757	102509	07/14/2023	500-641-44306	MCC SURGE PROTECTION PARTS AND LABOR WPCP	5,750.00
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					17,250.00
Vendor: 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION					
1889	102460	07/07/2023	100-221-42401	2023-2024 CPCA ASSOCIATE MEMBER DUES PD	155.00
1894	102460	07/07/2023	100-221-42401	2023-2024 CPCA DUES FOR 51-75 PERSONNEL	730.00
1902	102460	07/07/2023	100-221-42401	2023-2024 CPCA ASSOCIATE MEMBER DUES	155.00
Vendor 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION Total:					1,040.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
708453	102401	06/30/2023	500-641-44305	ROUTINE MONITORING-WWTP	375.25
709813	102510	07/14/2023	500-641-44305	LAB SUPPLIES WPCP	983.25

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709825	102510	07/14/2023	500-641-44305	LAB SUPPLIES WPCP	83.60
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,442.10
Vendor: 1940 - CARLOS GARCIA					
062023	102402	06/30/2023	209-20402	RE-ISSUE STALE DATED CK 94025	81.00
Vendor 1940 - CARLOS GARCIA Total:					81.00
Vendor: CCA02 - CCAC(CITY CLERKS ASSOCIATION OF CALIFORNIA)					
200001581	102461	07/07/2023	100-112-42301	2023 CCAC CONFERENCE CITY CLEK	775.00
Vendor CCA02 - CCAC(CITY CLERKS ASSOCIATION OF CALIFORNIA) Total:					775.00
Vendor: CDW01 - CDW GOVERNMENT INC.					
KC30547	102403	06/30/2023	525-118-47102	POLICE IN-CAR MDC COMPUTERS	4,337.24
KC30547	102403	06/30/2023	525-118-47102	POLICE IN-CAR MDC COMPUTERS	4.00
KJ14019	102403	06/30/2023	525-118-47102	POLICE IN-CAR MDC COMPUTERS	10,171.65
Vendor CDW01 - CDW GOVERNMENT INC. Total:					14,512.89
Vendor: 2060 - CENTRAL CONCRETE SUPPLY CO., INC.					
2306-197805	102404	06/30/2023	100-345-44306	TOP SOIL-PARKS	964.31
Vendor 2060 - CENTRAL CONCRETE SUPPLY CO., INC. Total:					964.31
Vendor: 2410 - CENTRALSQUARE TECHNOLOGIES, LLC.					
377170	102405	06/30/2023	525-118-42106	TRACK IT SOFTWARE SOLUTION	25,232.61
Vendor 2410 - CENTRALSQUARE TECHNOLOGIES, LLC. Total:					25,232.61
Vendor: CIT08 - CITY MECHANICAL, INC					
94173	102406	06/30/2023	100-343-42108	CITY HALL HVAC MAINTENANCE SERVICE	3,271.00
94201	102406	06/30/2023	100-222-42108	PUBLIC SAFETY BLDG HVAC MAINTENANCE SERVICE	354.29
94203	102406	06/30/2023	100-222-42108	PUBLIC SAFETY BLDG HVAC MAINTENANCE SERVICE	1,971.29
94207	102406	06/30/2023	209-552-42108	SENIOR CENTER HVAC MAINTENANCE SERVICE	3,395.54
94350	102406	06/30/2023	100-343-42108	CITY HALL HVAC MAINTENANCE SERVICE	431.79
94489	102406	06/30/2023	100-343-42108	CITY HALL HVAC MAINTENANCE SERVICE	1,162.64
94490	102406	06/30/2023	100-231-42108	FIRE STATION 74 HVAC MAINTENANCE SERVICE	509.29
94500	102406	06/30/2023	100-231-42108	FIRE STATION 74 HVAC MAINTENANCE SERVICE	1,621.83
94513	102511	07/14/2023	209-553-42108	HVAC MAINTENANCE TINY TOTS	268.76
Vendor CIT08 - CITY MECHANICAL, INC Total:					12,986.43
Vendor: 2700 - CIVICPLUS, LLC					
265684	102512	07/14/2023	525-118-42510	AGENDA AND MINUTES MANAGEMENT ANNUAL FEE	19,491.00
Vendor 2700 - CIVICPLUS, LLC Total:					19,491.00
Vendor: 2693 - CLAREMONT EAP					
279113	102407	06/30/2023	100-116-42101	DE-ESCALATION TRAINING EVENT 10/1/22	5,062.50
Vendor 2693 - CLAREMONT EAP Total:					5,062.50
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
15005	102353	06/23/2023	525-118-42101	SERVICES UPGRADE PERMITTING LICENSING SOFTWARE	15,148.75
15063	102353	06/23/2023	525-118-42101	COMDEV GIS SUPPORT	612.50

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15124	102353	06/23/2023	525-118-42101	PM SERVICES UPGRADE OF PERMITTING LICENSING SOFTWARE	19,447.50
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					35,208.75
Vendor: 2242 - COLE PRO MEDIA, LLC					
3580	102408	06/30/2023	225-221-42514	JUNE TRANSPARENCY ENGAGEMENT ADVISING	2,000.00
Vendor 2242 - COLE PRO MEDIA, LLC Total:					2,000.00
Vendor: COM20 - COMCAST					
0050875-06182023	102462	07/07/2023	525-118-43101	CABLE CH	29.89
0210511-06162023	102462	07/07/2023	100-222-43105	CABLE PD	173.13
0253131-04092023	102409	06/30/2023	100-231-43105	CABLE-FIRE	21.34
0253131-05092023	102409	06/30/2023	100-231-43105	CABLE -FIRE	10.67
0363450-06012023	102409	06/30/2023	215-341-43101	1-80 MOBILITY CORRIDOR-INTERNET	245.31
0419492-06022023	102354	06/23/2023	525-118-43101	INTERNET SWIM CENTER	156.89
174823616	102355	06/23/2023	525-118-43101	INTERNET PD	888.41
Vendor COM20 - COMCAST Total:					1,525.64
Vendor: WEL38 - COMPUTERSHARE TRUST COMPANY, N.A.					
2225183	102410	06/30/2023	100-117-48103	PENSION OBLIGATION BOND 2006 ADMIN CHARGES	2,500.00
Vendor WEL38 - COMPUTERSHARE TRUST COMPANY, N.A. Total:					2,500.00
Vendor: 2626 - CONSOR NORTH AMERICA, INC.					
N202830CA.00-35	102463	07/07/2023	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	946.24
Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:					946.24
Vendor: CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER					
2324-0013	102464	07/07/2023	100-110-42401	LAFCO NET COST FY 2023-2024	4,590.01
Vendor CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER Total:					4,590.01
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
705985	102513	07/14/2023	200-342-42101	TRAFFIC SIGNAL MAINTENANCE APRIL 2023	3,447.34
705985	102513	07/14/2023	310-347-42101	TRAFFIC SIGNAL MAINTENANCE APRIL 2023	1,012.32
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					4,459.66
Vendor: 1539 - CORDICO PSYCHOLOGICAL CORPORATION					
6760	102411	06/30/2023	100-221-42101	PROFESSIONAL SERVCIES-PD	500.00
Vendor 1539 - CORDICO PSYCHOLOGICAL CORPORATION Total:					500.00
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82175439	102356	06/23/2023	525-118-42510	REAL QUEST CITYWIDE SOFTWARE	962.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					962.41
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
20504	102465	07/07/2023	100-221-42107	OIL CHANGE, SHOCKS AND WHEEL ALIGNMENT PD	512.78
20505	102465	07/07/2023	100-221-42107	BRAKES RANSMISSION DRAIN AND FILL PD	454.82
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					967.60
Vendor: 2696 - CRANETECH, INC.					
33360	102412	06/30/2023	500-641-42107	ANNUAL CRANE INSPECTION AND PREVENTATIVE MAINT-WWT	2,219.80
33669	102412	06/30/2023	500-641-42107	EQUIPMENT REPAIRS AND TESTING-WWTP	5,394.00
Vendor 2696 - CRANETECH, INC. Total:					7,613.80

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Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
5540972-0022	102514	07/14/2023	100-343-42513	INSULATED BUCKET TRUCK RENTAL CY	4,425.00
Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:					4,425.00
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
933727	102357	06/23/2023	100-341-42201	NAME PLATE FOR DIAS AT COUNCIL CHAMBER	25.71
Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:					25.71
Vendor: COO13 - DANA COOK					
JULY 2023	102466	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBURSEMENT JULY 2023	343.06
Vendor COO13 - DANA COOK Total:					343.06
Vendor: HUG01 - DANNY HUGHES					
06212023	102413	06/30/2023	100-000-38404	RE-ISSUE 2020-2021 MEDICAL REIMB STALE DATED CKS	5.76
06212023	102413	06/30/2023	100-20402	RE-ISSUE 2020-2021 MEDICAL REIMB STALE DATED CKS	1,083.60
APRIL 2022	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMB APRIL 2023	113.36
JANUARY 2023	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBURSEMENT JANUARY 2023	113.36
JULY 2023	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBUR JULY 2023	113.36
JUNE 2023	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBUR JUNE 2023	113.36
MARCH 2023	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBURSEMENT MARCH 2023	113.36
MAY 2023	102467	07/07/2023	100-117-41101	RETIREE MEDICAL REIMB MAY 2023	113.36
Vendor HUG01 - DANNY HUGHES Total:					1,769.52
Vendor: DAR06 - DARRAH TRUCKING & EXCAVATING INC					
6758	102414	06/30/2023	100-231-42512	ABATEMENT SERVICES-FIRE	16,905.00
6771	102468	07/07/2023	100-231-42512	FIRE PREVENTION CITYWIDE	13,915.00
Vendor DAR06 - DARRAH TRUCKING & EXCAVATING INC Total:					30,820.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
85191789	102358	06/23/2023	500-10601	ULSD CLEAR DIESEL WPCP	4,493.30
85200775	102415	06/30/2023	100-10601	GASOLINE-CORP YARD	3,912.36
85214868	102415	06/30/2023	100-10601	GASOLINE- CORP YARD	1,027.22
85229205	102515	07/14/2023	100-10601	GASOLINE UNL	2,417.51
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					11,850.39
Vendor: 2686 - DXP ENTERPRISES, INC.					
53604492	102359	06/23/2023	500-641-44306	IWAKI LIQUID END KIT WPCP	2,388.13
Vendor 2686 - DXP ENTERPRISES, INC. Total:					2,388.13
Vendor: 2396 - EAST BAY EDA					
FY23033	102469	07/07/2023	100-466-42401	MEMBERSHI FEE EAST BAY EDA FY2023-2024	3,409.00
Vendor 2396 - EAST BAY EDA Total:					3,409.00
Vendor: EBM01 - EBMUD					
388057-06272023	102516	07/14/2023	100-343-43102	1960 Sarah Dr--Irrigation Use Only	260.34
435474-06222023	102516	07/14/2023	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	86.16
435748-06202023	102416	06/30/2023	209-553-43102	2454 SIMAS AVE-TINY TOTS	37.31
435748-06202023	102416	06/30/2023	209-557-43102	2454 SIMAS AVE-TINY TOTS	1,206.47
464595-06302023	102516	07/14/2023	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	36.61
464595-06302023	102516	07/14/2023	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	36.61

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464596-06282023	102516	07/14/2023	100-345-43102	2310 Park St--Fernandez Park Baseball Field	4,789.34
465190-06282023	102516	07/14/2023	201-343-43102	813 Fernandez Ave--Irrigation Use Only	60.28
465395-06302023	102516	07/14/2023	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	577.37
465422-06282023	102516	07/14/2023	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	1,237.31
465553-06282023	102516	07/14/2023	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	91.06
465569-06282023	102516	07/14/2023	209-558-43102	601 Tennent Ave--Memorial Hall	104.00
465922-06282023	102516	07/14/2023	100-343-43102	636 Tennent Ave--Irrigation Use Only	60.28
465923-06302023	102516	07/14/2023	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	611.74
465924-06302023	102516	07/14/2023	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	1,313.42
465924-06302023	102516	07/14/2023	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	291.87
465924-06302023	102516	07/14/2023	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	1,313.43
466363-06292023	102516	07/14/2023	100-345-43102	1818 Canyon Dr--Irrigation Use Only	437.68
513648-06282023	102516	07/14/2023	100-343-43102	2161 Plum St--Parking Lot Irrigation	91.06
524589-06302023	102516	07/14/2023	100-345-43102	592 Marlesta Rd--Irrigation Use Only	776.22
529821-06302023	102516	07/14/2023	209-552-43102	2500 Charles St--Senior Center	970.30
529852-06282023	102516	07/14/2023	209-552-43102	2500 Charles St--Senior Center	688.04
532187-06282023	102516	07/14/2023	100-343-43102	2601 Charles St--Irrigation Use Only	60.28
532364-06202023	102416	06/30/2023	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	123.41
532606-06202023	102416	06/30/2023	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	60.28
534462-06152023	102416	06/30/2023	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	60.28
540499-06282023	102516	07/14/2023	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	60.28
541397-06292023	102516	07/14/2023	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	60.28
545474-06302023	102516	07/14/2023	100-110-43102	2131 Pear St--Offices--City Hall	7.65
545474-06302023	102516	07/14/2023	100-111-43102	2131 Pear St--Offices--City Hall	18.35
545474-06302023	102516	07/14/2023	100-112-43102	2131 Pear St--Offices--City Hall	16.82
545474-06302023	102516	07/14/2023	100-115-43102	2131 Pear St--Offices--City Hall	49.86
545474-06302023	102516	07/14/2023	100-116-43102	2131 Pear St--Offices--City Hall	16.82
545474-06302023	102516	07/14/2023	100-117-43102	2131 Pear St--Offices--City Hall	134.58
545474-06302023	102516	07/14/2023	100-343-43102	2131 Pear St--Offices--City Hall	239.80
545474-06302023	102516	07/14/2023	200-342-43102	2131 Pear St--Offices--City Hall	42.82
545474-06302023	102516	07/14/2023	212-461-43102	2131 Pear St--Offices--City Hall	16.21
545474-06302023	102516	07/14/2023	212-462-43102	2131 Pear St--Offices--City Hall	43.13
545474-06302023	102516	07/14/2023	285-464-43102	2131 Pear St--Offices--City Hall	12.85
545474-06302023	102516	07/14/2023	505-119-43102	2131 Pear St--Offices--City Hall	12.85
554167-06282023	102516	07/14/2023	100-345-43102	1600 Primrose Lane--Irrigation Use Only	433.97
554181-06202023	102416	06/30/2023	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	241.44
554182-06202023	102416	06/30/2023	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	312.96
554625-06302023	102516	07/14/2023	209-558-43102	601 Tennent Ave--Memorial Hall	312.96

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565167-06282023	102516	07/14/2023	201-343-43102	2100 San Pablo Ave--Offices-- Faria House	338.49
565169-06302023	102516	07/14/2023	201-343-43102	2100 San Pablo Ave--Offices-- Faria House	109.74
570108-07032023	102516	07/14/2023	310-347-43102	1303 Pinole Valley Rd-- Irrigation Use Only	364.37
610544461-06302023	102516	07/14/2023	100-110-43102	2131 Pear St--Offices--City Hall	3.46
610544461-06302023	102516	07/14/2023	100-111-43102	2131 Pear St--Offices--City Hall	8.34
610544461-06302023	102516	07/14/2023	100-112-43102	2131 Pear St--Offices--City Hall	7.65
610544461-06302023	102516	07/14/2023	100-115-43102	2131 Pear St--Offices--City Hall	22.66
610544461-06302023	102516	07/14/2023	100-116-43102	2131 Pear St--Offices--City Hall	7.65
610544461-06302023	102516	07/14/2023	100-117-43102	2131 Pear St--Offices--City Hall	61.17
610544461-06302023	102516	07/14/2023	100-343-43102	2131 Pear St--Offices--City Hall	108.99
610544461-06302023	102516	07/14/2023	200-342-43102	2131 Pear St--Offices--City Hall	19.46
610544461-06302023	102516	07/14/2023	212-461-43102	2131 Pear St--Offices--City Hall	7.37
610544461-06302023	102516	07/14/2023	212-462-43102	2131 Pear St--Offices--City Hall	19.60
610544461-06302023	102516	07/14/2023	285-464-43102	2131 Pear St--Offices--City Hall	5.84
610544461-06302023	102516	07/14/2023	505-119-43102	2131 Pear St--Offices--City Hall	5.84
Vendor EBM01 - EBMUD Total:					18,505.41
Vendor: 2687 - EDNA COLEMAN					
06062023	102360	06/23/2023	209-552-36412	RED HAWK CANCELLED TRIP PSC	50.00
Vendor 2687 - EDNA COLEMAN Total:					50.00
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002453610	102361	06/23/2023	500-641-44306	CHLORINE SENSOR VITON RING WPCP	2,826.10
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					2,826.10
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2305	102417	06/30/2023	100-222-42101	MAY 2023 FORENSIC SERVICES	5,560.00
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					5,560.00
Vendor: 2684 - FOSTER & FOSTER CONSULTING ACTUARIES, INC.					
27166	102362	06/23/2023	100-115-42101	CALPERS ACTUARIAL ANALYSIS	13,500.00
Vendor 2684 - FOSTER & FOSTER CONSULTING ACTUARIES, INC. Total:					13,500.00
Vendor: 1958 - FRAN TREAS					
06062023	102363	06/23/2023	209-552-36412	RED HAWK CANCELLED TRIP PSC	98.00
Vendor 1958 - FRAN TREAS Total:					98.00
Vendor: 1451 - FRANCISCA IRENE MACGUIRE					
APRIL 2023	102418	06/30/2023	209-20015	APRIL GIFT SHOP SALES COMMISSION	14.00
FEBRUARY 2023 II	102418	06/30/2023	209-20015	FEBRUARY GIFT SHOP SALES COMMISSION	27.60
MAY 2023	102418	06/30/2023	209-20015	MAY GIFT SHOP SALES COMMISSION	15.40
Vendor 1451 - FRANCISCA IRENE MACGUIRE Total:					57.00
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
JULY 2023	102364	06/23/2023	201-343-42513	1340 FITZGERALD DR LEASE PAYMENT VISTA CROSSING	100.00
Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:					100.00
Vendor: 1191 - GERALDINE A. PORTER					
APRIL 2023	102419	06/30/2023	209-20015	APRIL GIFT SHOP SALES COMMISSION	15.00
MAY 2023	102419	06/30/2023	209-20015	MAY GIFT SHOP SALES COMMISSION	10.00
Vendor 1191 - GERALDINE A. PORTER Total:					25.00
Vendor: 1153 - GOVERNMENTJOBS.COM, INC					
INV-36761	102518	07/14/2023	100-116-42101	SUBSCRIPTION FOR 120523- 120424	6,271.41
Vendor 1153 - GOVERNMENTJOBS.COM, INC Total:					6,271.41

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Vendor: GRA03 - GRAINGER					
9746593855	102519	07/14/2023	500-641-44306	COUPLING /UNION PARTS WPCP	194.00
Vendor GRA03 - GRAINGER Total:					194.00
Vendor: 1112 - GRAY-BOWEN-SCOTT					
21928	102470	07/07/2023	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	2,793.25
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					2,793.25
Vendor: 2371 - GREEN HALO SYSTEMS INC					
4291	102520	07/14/2023	212-462-42106	SOFTWARE MAINTENANCE	175.00
Vendor 2371 - GREEN HALO SYSTEMS INC Total:					175.00
Vendor: HAC01 - HACH COMPANY					
13617270	102420	06/30/2023	500-641-44306	MAINTENANCE SUPPLIES- WWTP	678.69
Vendor HAC01 - HACH COMPANY Total:					678.69
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
333223/33324/333225/3332...	102471	07/07/2023	100-110-41002	DENTAL BENEFITS JULY 2023	287.72
333223/33324/333225/3332...	102471	07/07/2023	100-111-41002	DENTAL BENEFITS JULY 2023	364.69
333223/33324/333225/3332...	102471	07/07/2023	100-112-41002	DENTAL BENEFITS JULY 2023	383.55
333223/33324/333225/3332...	102471	07/07/2023	100-113-41002	DENTAL BENEFITS JULY 2023	108.99
333223/33324/333225/3332...	102471	07/07/2023	100-115-41002	DENTAL BENEFITS JULY 2023	364.69
333223/33324/333225/3332...	102471	07/07/2023	100-116-41002	DENTAL BENEFITS JULY 2023	306.58
333223/33324/333225/3332...	102471	07/07/2023	100-221-41002	DENTAL BENEFITS JULY 2023	108.99
333223/33324/333225/3332...	102471	07/07/2023	100-221-41002	DENTAL BENEFITS JULY 2023	1,672.61
333223/33324/333225/3332...	102471	07/07/2023	100-222-41002	DENTAL BENEFITS JULY 2023	536.19
333223/33324/333225/3332...	102471	07/07/2023	100-222-41002	DENTAL BENEFITS JULY 2023	50.88
333223/33324/333225/3332...	102471	07/07/2023	100-223-41002	DENTAL BENEFITS JULY 2023	1,304.82
333223/33324/333225/3332...	102471	07/07/2023	100-341-41002	DENTAL BENEFITS JULY 2023	571.04
333223/33324/333225/3332...	102471	07/07/2023	100-343-41002	DENTAL BENEFITS JULY 2023	966.22
333223/33324/333225/3332...	102471	07/07/2023	100-465-41002	DENTAL BENEFITS JULY 2023	127.84
333223/33324/333225/3332...	102471	07/07/2023	105-221-41002	DENTAL BENEFITS JULY 2023	376.32
333223/33324/333225/3332...	102471	07/07/2023	105-231-41002	DENTAL BENEFITS JULY 2023	50.88
333223/33324/333225/3332...	102471	07/07/2023	106-222-41002	DENTAL BENEFITS JULY 2023	127.85
333223/33324/333225/3332...	102471	07/07/2023	106-231-41002	DENTAL BENEFITS JULY 2023	108.99
333223/33324/333225/3332...	102471	07/07/2023	209-551-41002	DENTAL BENEFITS JULY 2023	255.70
333223/33324/333225/3332...	102471	07/07/2023	209-552-41002	DENTAL BENEFITS JULY 2023	91.58
333223/33324/333225/3332...	102471	07/07/2023	209-554-41002	DENTAL BENEFITS JULY 2023	115.07
333223/33324/333225/3332...	102471	07/07/2023	212-461-41002	DENTAL BENEFITS JULY 2023	255.70
333223/33324/333225/3332...	102471	07/07/2023	212-462-41002	DENTAL BENEFITS JULY 2023	287.72
333223/33324/333225/3332...	102471	07/07/2023	500-641-41002	DENTAL BENEFITS JULY 2023	855.93
333223/33324/333225/3332...	102471	07/07/2023	500-642-41002	DENTAL BENEFITS JULY 2023	229.61
333223/33324/333225/3332...	102471	07/07/2023	505-119-41002	DENTAL BENEFITS JULY 2023	255.70
333223/33324/333225/3332...	102471	07/07/2023	998-20105	DENTAL BENEFITS JULY 2023	108.99
333223/33324/333225/3332...	102471	07/07/2023	998-20105	DENTAL BENEFITS JULY 2023	229.61
333223/33324/333225/3332...	102471	07/07/2023	998-20105	DENTAL BENEFITS JULY 2023	12.79
333223/33324/333225/3332...	102471	07/07/2023	998-20105	DENTAL BENEFITS JULY 2023	10.18
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					10,527.43
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN028788	102421	06/30/2023	100-115-42101	APRIL-JUNE SALES TAX CONTRACT & AUDIT SVCS	1,633.00
SIN028990	102421	06/30/2023	105-115-42101	APRIL-JUNE 2023 MEAS S 2006 SALES TAX AUDIT SVCS	32.07
SIN029032	102421	06/30/2023	106-115-42101	APRIL-JUNE 2023 MEAS S 2014 SALES TAX AUDIT SVCS	332.07
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					1,997.14
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
JUNE 2023	102521	07/14/2023	100-222-42108	CITYWIDE PURCHASES	110.80
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	157.57
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	67.69

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JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	17.59
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	18.43
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	222.57
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	31.66
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	32.88
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	36.03
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	42.77
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	43.66
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	5.34
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	124.48
JUNE 2023	102521	07/14/2023	100-343-44306	CITYWIDE PURCHASES	132.58
JUNE 2023	102521	07/14/2023	100-345-44306	CITYWIDE PURCHASES	27.16
JUNE 2023	102521	07/14/2023	209-554-44306	CITYWIDE PURCHASES	23.89
JUNE 2023	102521	07/14/2023	500-641-42108	CITYWIDE PURCHASES	48.05
JUNE 2023	102521	07/14/2023	500-641-44306	CITYWIDE PURCHASES	12.63
JUNE 2023	102521	07/14/2023	500-641-44306	CITYWIDE PURCHASES	21.88
JUNE 2023	102521	07/14/2023	500-641-44306	CITYWIDE PURCHASES	31.86
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,209.52
Vendor: HOR05 - HORIZON					
1R319862	102522	07/14/2023	100-345-44306	NEW VALVE TO REPLACE AT FERNANDEZ PARK	168.10
Vendor HOR05 - HORIZON Total:					168.10
Vendor: 1575 - HUNT & SONS, INC					
152411	102422	06/30/2023	500-641-44306	MAINTENANCE SUPPLIES- WWTP	693.35
Vendor 1575 - HUNT & SONS, INC Total:					693.35
Vendor: IDE04 - IDEXX DISTRIBUTION, INC.					
3126484948	102365	06/23/2023	500-641-44305	LAB SUPPLIES WPCP	19.98
Vendor IDE04 - IDEXX DISTRIBUTION, INC. Total:					19.98
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X09263109	102523	07/14/2023	500-641-44305	DEIONIZATION SERVICE WPCP	548.00
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					548.00
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
250348	102366	06/23/2023	100-551-42511	PORTABLE TOILET RENTAL	142.77
250909	102472	07/07/2023	100-551-42515	SPECIAL EVENT RENTAL SERVICE	723.85
250910	102472	07/07/2023	100-551-42515	SPECIAL EVENT RENTAL SERVICES	422.45
251029	102472	07/07/2023	100-551-42511	PORTABLE TOILET RENTAL	142.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					1,431.84
Vendor: 1285 - JACKSON LEWIS P.C.					
8282002	102423	06/30/2023	100-116-42101	MAY 2023 PROFESSIONAL SERVICES-HR	2,610.00
8282003	102423	06/30/2023	100-116-42101	MAY 2023 PROFESSIONAL SERVICES-HR	124.00
Vendor 1285 - JACKSON LEWIS P.C. Total:					2,734.00
Vendor: MEL05 - JAMES MELVIN					
JULY 2023	102473	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	164.90
Vendor MEL05 - JAMES MELVIN Total:					164.90
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
18285	102424	06/30/2023	209-552-42108	SENIOR CENTER JANITORIAL SERVICE	1,563.00
18397	102474	07/07/2023	209-554-42108	JANITORIAL SERVICES JULY 2023 PYC	469.47
18398	102474	07/07/2023	209-552-42108	JANITORIAL SERVICES JULY 2023 PSC	434.45
18399	102474	07/07/2023	209-552-43810	JANITORIAL SERVICES JULY 2023 PSC KITCHEN	417.15

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18400	102474	07/07/2023	209-553-42108	JANITORIAL SERVICES JULY	501.40
				2023 TINY TOTS	
18743	102524	07/14/2023	209-552-42108	JULY DAY PROTER SERVICE PSC	2,257.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					5,642.47
Vendor: 1630 - JOHN AND CLAIRE INVESTIGATIONS					
1459	102425	06/30/2023	100-222-42101	BACKGROUND CHEC...	2,141.25
Vendor 1630 - JOHN AND CLAIRE INVESTIGATIONS Total:					2,141.25
Vendor: HAR29 - JOHN HARDESTER					
JULY 2023	102475	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	243.00
Vendor HAR29 - JOHN HARDESTER Total:					243.00
Vendor: MIS01 - JULIAN MISRA					
JULY 2023	102476	07/07/2023	100-117-41101	REITREE MEDICARE REIMBU JULY 2023	479.30
Vendor MIS01 - JULIAN MISRA Total:					479.30
Vendor: KAI02 - KAISER PERMANETE					
320903364865-060923	102426	06/30/2023	100-116-42101	PREPLACEMENT EXAMINATIONS-HR	130.00
320903364865-060923	102426	06/30/2023	100-221-42101	PREPLACEMENT EXAMINATIONS-HR	779.00
Vendor KAI02 - KAISER PERMANETE Total:					909.00
Vendor: 1546 - KATHERINE DUFF					
APRIL 2023	102427	06/30/2023	209-20015	APRIL GIFT SHOP SALES COMMISSION	10.50
MAY 2023	102427	06/30/2023	209-20015	MAY GIFT SHOP SALES COMMISSION	5.25
Vendor 1546 - KATHERINE DUFF Total:					15.75
Vendor: MCP02 - KEITH McPHERSON					
JULY 2023	102477	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBUR JULY 2023	147.36
Vendor MCP02 - KEITH McPHERSON Total:					147.36
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000032177	102367	06/23/2023	500-641-44302	SLUDGE REMOVAL WPCP	4,641.09
4212-000032220	102525	07/14/2023	500-641-44302	SLUDGE REMOVAL WPCP	5,306.79
Vendor KEL09 - KELLER CANYON LANDFILL Total:					9,947.88
Vendor: TAM04 - KEN TAMPLIN					
107580	102526	07/14/2023	100-231-42512	WEED ABEMENT	25,483.00
Vendor TAM04 - KEN TAMPLIN Total:					25,483.00
Vendor: COP02 - KENETH COPPO					
JULY 2023	102478	07/07/2023	100-117-41101	2023 RETIREE MEDICAL REIMBU JULY 2023	1,045.20
Vendor COP02 - KENETH COPPO Total:					1,045.20
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
23-074	102527	07/14/2023	100-341-42101	PLAN CHECKING BP22-0304	524.25
23-075	102527	07/14/2023	100-341-42101	LOT LINE ADJUSTMENT	349.50
23-076	102527	07/14/2023	207-344-42514	STORM WATER SUPPORT	43.75
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					917.50
Vendor: KNO03 - KNORR SYSTEMS, INC.					
202999	102428	06/30/2023	209-557-42108	SWIM CENTER MAINTENANCE	662.61
205401	102528	07/14/2023	209-557-42108	MINI BULK SODIUM GAL WPCP	1,903.09
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					2,565.70
Vendor: 1307 - KOPP PRODUCTIONS					
INV0008858	102391	06/23/2023	100-551-42515	2 BOOTHS FOR CAR SHOW	60.00
Vendor 1307 - KOPP PRODUCTIONS Total:					60.00
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
11818	102368	06/23/2023	500-641-44303	ZETAG BAG WPCP	13,601.71
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					13,601.71

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Vendor: BRE09 - KYLE BRECKENRIDGE					
06062023	102479	07/07/2023	100-221-42302	FIELD TRAINING PROGRAM PD	192.57
06062023	102479	07/07/2023	100-221-42303	FIELD TRAINING PROGRAM PD	54.00
Vendor BRE09 - KYLE BRECKENRIDGE Total:					246.57
Vendor: LAK01 - LAKESHORE					
777321060723	102369	06/23/2023	209-553-42514	BOOKS AND SUPPLIES FOR TINY TOTS	1,047.92
834556063023	102480	07/07/2023	209-553-42514	TINY TOTS PROGRAM SUPPLIES	509.95
Vendor LAK01 - LAKESHORE Total:					1,557.87
Vendor: 2694 - LEADSONLINE LLC					
405313	102429	06/30/2023	100-222-42101	CELL HAWK SUBSCRIPTION INVESTIGATOR	2,995.00
Vendor 2694 - LEADSONLINE LLC Total:					2,995.00
Vendor: LEX03 - LEXIPOL, LLC					
INVLEX17873	102481	07/07/2023	100-222-42101	LAW ENFORCEMENT DAILY TRAIN BULLETIN 7/23-6/24	4,100.00
Vendor LEX03 - LEXIPOL, LLC Total:					4,100.00
Vendor: CUR03 - LN CURTIS & SONS					
INV693441	102370	06/23/2023	100-221-44410	MALE FRONT AND BACK BALLISTIC PANEL PD	1,417.85
Vendor CUR03 - LN CURTIS & SONS Total:					1,417.85
Vendor: 1152 - MARIA PICAZO					
06122023	102371	06/23/2023	100-551-42515	SUPPLIES FOR PRIDE EVENT RECREATION	505.58
06302023	102482	07/07/2023	209-551-42515	SUPPLIES FOR SUMMER MOVIES	354.97
Vendor 1152 - MARIA PICAZO Total:					860.55
Vendor: 2427 - MARK GRAHAM					
23-37	102372	06/23/2023	100-221-42101	POLYGRAPH EXAMINATIONS PD	700.00
Vendor 2427 - MARK GRAHAM Total:					700.00
Vendor: DRA01 - MARY DRAZBA					
JULY 2023	102483	07/07/2023	100-117-41101	RETIREE MEDICAL REIMBUR JULY 2023	543.54
Vendor DRA01 - MARY DRAZBA Total:					543.54
Vendor: ROB21 - MARY ROBERTS					
JULY 2023	102484	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	361.30
Vendor ROB21 - MARY ROBERTS Total:					361.30
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
10145291	102529	07/14/2023	500-641-44306	ALUMINUM CAM GROOVE HOSE WPCP	212.12
98841659	102373	06/23/2023	500-641-44306	FIBERGLASS BAR BEARING WPCP	804.04
99152884	102373	06/23/2023	500-641-44306	PLUMBING SUPPLIES WPCP	558.13
99306873	102431	06/30/2023	500-641-44306	MAINTENANCE SUPPLIES-WWTP	410.35
99529870	102431	06/30/2023	500-641-44306	MAINTENANCE SUPPLIES-WWTP	569.63
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					2,554.27
Vendor: MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION					
204176	102374	06/23/2023	100-20011	CITY COUNCIL MEETINGS	2,673.00
204177	102374	06/23/2023	100-20011	PUBLIC REOCRDS ACT REQUESTS	403.00
204178	102374	06/23/2023	100-20011	RISK MANAGEMENT	248.00
204179	102374	06/23/2023	100-20011	PINOLE SHORES II CR	7,986.00
204180	102374	06/23/2023	100-20011	2151 APPIAN WAY CR	490.00
204181	102374	06/23/2023	100-20011	811 SAN PABLO AVENUE CR	147.00
204182	102374	06/23/2023	100-20011	1500 FITZGERALD CR	1,519.00

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204183	102374	06/23/2023	100-20011	GENERAL SERVICES FINANCE	1,358.00
204184	102374	06/23/2023	100-20011	GENERAL SERVICES PW	2,636.50
204185	102374	06/23/2023	100-20011	MVP CONSTRUCTION LLC DISPUTE	48,960.82
204186	102374	06/23/2023	100-20011	CALIFORNIANS FOR HOMEOWNERSHIP INC.V.	8,393.37
204187	102374	06/23/2023	100-20011	GENERAL SERVICES CITY CLERK	682.00
204188	102374	06/23/2023	100-20011	GENERAL SERVICES CITY ATTORNEY	294.00
204189	102374	06/23/2023	100-20011	GENERAL SERVICES POLICE	766.00
204190	102374	06/23/2023	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	3,046.50
204191	102374	06/23/2023	100-20011	GENERAL SERVICES CODE ENFORCEMENT	999.00
204192	102374	06/23/2023	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	5,389.00
204193	102374	06/23/2023	100-20011	GENERAL SERVICES FIRE	1,426.00
204194	102374	06/23/2023	100-20011	GENERAL SERVICES RECREATIONAL	332.00
204195	102374	06/23/2023	100-20011	SUCCESSOR AGENCY ADMINISTRATIVE	241.50
204196	102374	06/23/2023	100-20011	HOUSING SUCCESSOR RDA AFFORDABLE	15,456.00
204197	102374	06/23/2023	100-20011	SUCCESSOR AGENCY SURPLUS	325.00
204761	102374	06/23/2023	100-20011	CITY ATTORNEY SERVICES	21,283.60
Vendor MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION Total:					125,055.29
Vendor: 1311 - M-GROUP					
2003679	102376	06/23/2023	212-461-42101	ON CALL PLANNING SERVICES	19,297.50
2003683	102530	07/14/2023	212-20346	830-848 SPA CEQA REVIEW	14,223.00
2003832	102376	06/23/2023	212-20346	ON CALL PLANNING SERVICES	907.50
2003832	102376	06/23/2023	212-461-42101	ON CALL PLANNING SERVICES	15,675.00
2003838	102530	07/14/2023	212-20346	830-848 SPA CEQA REVIEW	5,214.00
Vendor 1311 - M-GROUP Total:					55,317.00
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1178097	102377	06/23/2023	212-461-42101	PLANNING SERVICES JANUARY 30-APRIL 2, 2023	49,103.90
1180453	102377	06/23/2023	212-461-42101	PLANNING SERVICES APRIL 3-APRIL 30, 2023	11,863.00
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					60,966.90
Vendor: 1115 - MICHELLE FITZER					
JULY 2023	102485	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	361.20
Vendor 1115 - MICHELLE FITZER Total:					361.20
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV003274	102432	06/30/2023	100-112-46201	MAY UNMET LIABILITY DEDUCTIBLE	376.00
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					376.00
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1402322	102378	06/23/2023	100-221-41008	LONG TERM DISABILITY PPE	534.60
1402322	102378	06/23/2023	100-223-41008	LONG TERM DISABILITY PPE	258.00
1402322	102378	06/23/2023	105-221-41008	LONG TERM DISABILITY PPE	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					852.00
Vendor: 2426 - NEW FRONTIER TENNIS					
06212023	102486	07/07/2023	209-555-43801	JUNE TENNIS SUMMER CAMP	1,732.50
Vendor 2426 - NEW FRONTIER TENNIS Total:					1,732.50
Vendor: 1333 - NORMA MARTINEZ-RUBIN					
07032023	102487	07/07/2023	100-110-42302	CAL CITIES CONFERENCE	609.79
07032023	102487	07/07/2023	100-110-42303	CAL CITIES CONFERENCE	22.62
Vendor 1333 - NORMA MARTINEZ-RUBIN Total:					632.41

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2448 - NSI LAB SOLUTIONS, LLC.					
420599	102379	06/23/2023	500-641-44305	CHEMICALS WPCP	314.00
Vendor 2448 - NSI LAB SOLUTIONS, LLC. Total:					314.00
Vendor: OFF09 - OFFICE OF THE SHERIFF CCC					
23-3210	102531	07/14/2023	100-116-42514	PLAQUES AND BRASS PLATES	737.84
23-3213	102531	07/14/2023	100-116-42514	BRASS PLATES	27.88
Vendor OFF09 - OFFICE OF THE SHERIFF CCC Total:					765.72
Vendor: OLI01 - OLIVERS TOWING INC					
21-10765-16	102380	06/23/2023	100-221-42107	IMPOUND SERVICES	310.00
Vendor OLI01 - OLIVERS TOWING INC Total:					310.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
JUNE 2023	102532	07/14/2023	100-343-44306	CITYWIDE PURCHASES	50.44
JUNE 2023	102532	07/14/2023	100-343-44306	CITYWIDE PURCHASES	14.04
JUNE 2023	102532	07/14/2023	100-345-44306	CITYWIDE PURCHASES	13.88
JUNE 2023	102532	07/14/2023	500-641-44306	CITYWIDE PURCHASES	78.98
JUNE 2023	102532	07/14/2023	500-642-42514	CITYWIDE PURCHASES	4.60
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					161.94
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100401211329	102533	07/14/2023	209-554-42108	MAINTENANCE SERVICE JULY 2023 PYC	184.16
100401211887	102433	06/30/2023	100-343-42108	JULY 2023 CITY HALL ELEVATOR MAINTENANCE	124.91
100401211924	102533	07/14/2023	100-222-42108	MAINTENANCE SERVICE JULY 2023	124.60
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					433.67
Vendor: OYE02 - OYE PRODUCTIONS					
071323REVISED	102535	07/14/2023	209-551-42515	SUMMER CONCERTS JULY 13, 2023	1,250.00
072723REVISED	102534	07/14/2023	209-551-42515	SUMMER CONCERT JULY 27, 2023	1,250.00
081023REVISED	102536	07/14/2023	209-551-42515	SUMMER CONCERTS AUGUST 10, 2023	1,250.00
Vendor OYE02 - OYE PRODUCTIONS Total:					3,750.00
Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY					
29613806	102537	07/14/2023	500-641-44306	DURATEMP THERMOMETER WPCP	1,510.94
29613827	102537	07/14/2023	500-641-44306	VERTICAL PUMP BRONZE FITTED WPCP	4,805.73
Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:					6,316.67
Vendor: ATH02 - PATRICIA ATHENOUR					
JULY 2023	102489	07/07/2023	100-117-41101	2023 RETIREE MEDICAL REIMBU JULY 2023	164.90
Vendor ATH02 - PATRICIA ATHENOUR Total:					164.90
Vendor: CLA17 - PAUL CLANCY					
JULY 2023	102490	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	430.78
Vendor CLA17 - PAUL CLANCY Total:					430.78
Vendor: 2022 - PB LOADER CORPORATION					
IN0020391	102434	06/30/2023	214-342-42514	EQUIPMENT MAINTENANCE-PW	2,101.13
Vendor 2022 - PB LOADER CORPORATION Total:					2,101.13
Vendor: PGE01 - PG&E					
0081-06152023	102435	06/30/2023	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	83.34
0209-06152023	102435	06/30/2023	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	88.25
0217-06152023	102435	06/30/2023	100-345-43103	TENNENT & PARK ST CLUB HOUSE	20.20

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0466-06162023	102435	06/30/2023	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	23.94
0466-06162023	102435	06/30/2023	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	35.91
0498-06122023	102435	06/30/2023	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	243.13
0813-06152023	102435	06/30/2023	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	62.73
0883-06112023	102435	06/30/2023	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,154.02
0883-06112023	102435	06/30/2023	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	230.80
0883-06112023	102435	06/30/2023	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	923.23
0923-06152023	102435	06/30/2023	100-110-43103	2131 PEAR ST	110.49
0923-06152023	102435	06/30/2023	100-111-43103	2131 PEAR ST	145.38
0923-06152023	102435	06/30/2023	100-112-43103	2131 PEAR ST	159.92
0923-06152023	102435	06/30/2023	100-115-43103	2131 PEAR ST	398.35
0923-06152023	102435	06/30/2023	100-116-43103	2131 PEAR ST	116.31
0923-06152023	102435	06/30/2023	100-117-43103	2131 PEAR ST	1,293.91
0923-06152023	102435	06/30/2023	100-343-43103	2131 PEAR ST	2,410.45
0923-06152023	102435	06/30/2023	200-342-43103	2131 PEAR ST	421.61
0923-06152023	102435	06/30/2023	212-461-43103	2131 PEAR ST	174.46
0923-06152023	102435	06/30/2023	212-462-43103	2131 PEAR ST	439.06
0923-06152023	102435	06/30/2023	285-464-43103	2131 PEAR ST	145.38
1093-06302023	102538	07/14/2023	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	732.10
1121-06202023	102435	06/30/2023	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	87.81
1156-06112023	102435	06/30/2023	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	18.20
1156-06112023	102435	06/30/2023	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	27.29
1233-06202023	102435	06/30/2023	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	93.26
1462-06112023	102435	06/30/2023	209-552-43103	2500 CHARLES ST SENIOR CENTER	157.75
1798-06282023	102538	07/14/2023	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	157.20
1801-06092023	102435	06/30/2023	209-553-43103	2454 SIMAS AVE REC CTR & POOL	48.37
2506-06152023	102435	06/30/2023	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	19.17
2620-06202023	102435	06/30/2023	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	126.13
2793-06162023	102435	06/30/2023	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	98.02
3029-06132023	102435	06/30/2023	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	88.86
3311-06152023	102435	06/30/2023	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	114.37
3537-06152023	102435	06/30/2023	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	75.23
3834-06072023	102435	06/30/2023	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	58.29
3850-06152023	102435	06/30/2023	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	119.53
3879-06272023	102538	07/14/2023	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	124.75
3914-06152023	102435	06/30/2023	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	109.45
4065-06152023	102435	06/30/2023	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	324.07
4157-06102023	102435	06/30/2023	100-222-43103	809 CITY HALL	15.10

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4193-06152023	102435	06/30/2023	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	68.67
4256-06272023	102538	07/14/2023	500-641-43103	11 TENNANT AVE	65,780.40
4368-06152023	102435	06/30/2023	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	137.59
4612-06152023	102435	06/30/2023	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	29.09
5127-06162023	102435	06/30/2023	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	139.19
5137-06152023	102435	06/30/2023	209-557-43103	2450 SIMAS AVE SWIM CTR	1,644.17
5374-06152023	102435	06/30/2023	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	110.57
5387-06162023	102435	06/30/2023	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	41.39
6043-06122023	102435	06/30/2023	100-231-43103	3790 PINOLE VALLEY RD	13.92
6521-06282023	102538	07/14/2023	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	107.56
6897-06282023	102538	07/14/2023	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	71.70
6969-06152023	102435	06/30/2023	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	106.78
7114-06152023	102435	06/30/2023	200-342-43103	2429 SAN PABLO AVE	104.57
7186-06112023	102435	06/30/2023	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	12.64
7509-06152023	102435	06/30/2023	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	66.02
7547-06272023	102538	07/14/2023	100-222-43103	880 Tennent Ave-Public Safety Facility	4,713.62
7547-06272023	102538	07/14/2023	100-223-43103	880 Tennent Ave-Public Safety Facility	942.72
7547-06272023	102538	07/14/2023	100-231-43103	880 Tennent Ave-Public Safety Facility	3,770.91
8086-06152023	102435	06/30/2023	200-342-43103	N/S BORDER CITY OF PINOLE	74.65
8687-06202023	102435	06/30/2023	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	115.25
8716-06112023	102435	06/30/2023	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,386.44
9824-06152023	102435	06/30/2023	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	113.52
9900-06152023	102435	06/30/2023	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	127.21
9929-06262023	102538	07/14/2023	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	92.13
9961-06272023	102538	07/14/2023	209-552-43103	2500 CHARLES ST-SENIOR CENTER	3,467.08
9985-06152023	102435	06/30/2023	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	110.33
Vendor PGE01 - PG&E Total:					96,623.94
Vendor: PIN16 - PINOLE SEALS SWIM CLUB					
07052023	102539	07/14/2023	209-557-42101	2023 SWIM SEASON ADVANCE PER CONTRACT	9,500.00
Vendor PIN16 - PINOLE SEALS SWIM CLUB Total:					9,500.00
Vendor: 1013 - PRECISION CONCRETE CUTTING					
53780	102491	07/07/2023	106-342-47204	SIDEWALK REPAIR ON FITZGERALD AND SIMAS	20,000.00
53780	102491	07/07/2023	215-342-47204	SIDEWALK REPAIR ON FITZGERALD AND SIMAS	15,000.00
Vendor 1013 - PRECISION CONCRETE CUTTING Total:					35,000.00
Vendor: 1432 - R3 CONSULTING GROUP					
122686	102438	06/30/2023	214-342-42101	ON-CALL SOLID WASTE CONSULTING	1,120.00
Vendor 1432 - R3 CONSULTING GROUP Total:					1,120.00

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Vendor: 2440 - RINCON CONSULTANTS, INC.					
48831	102439	06/30/2023	212-461-42101	MAY 2023 CLIMATE ACTION PLAN SERVICES	2,149.25
Vendor 2440 - RINCON CONSULTANTS, INC. Total:					2,149.25
Vendor: 2685 - RJM DESIGN GROUP, INC.					
35714	102381	06/23/2023	106-345-47203	PINOLE PARK MASTER PLAN RECREATION	4,664.05
35760	102540	07/14/2023	106-345-47203	PROJECT MANAGEMENT RECREATION	9,482.90
Vendor 2685 - RJM DESIGN GROUP, INC. Total:					14,146.95
Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
175746	102382	06/23/2023	100-343-44306	DECALS CY	16.46
R-94061	102541	07/14/2023	100-343-42514	BARRICADE TYPE 1 WATER BARRICADE RENTALS	1,567.55
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					1,584.01
Vendor: ROC11 - ROCKWELL SOLUTIONS					
3136	102542	07/14/2023	500-641-44306	SEAL/CUTTERNUT/IMPELLER WPCP	7,739.83
Vendor ROC11 - ROCKWELL SOLUTIONS Total:					7,739.83
Vendor: ROS08 - RSG, INC.					
I010395	102440	06/30/2023	750-463-42101	612 CLOSE LISSTING	68.75
Vendor ROS08 - RSG, INC. Total:					68.75
Vendor: J&O01 - RUBBER DUST INC.					
158674	102441	06/30/2023	100-345-42107	EQUIPMENT MAINTENANCE	880.74
Vendor J&O01 - RUBBER DUST INC. Total:					880.74
Vendor: SPA04 - S.P. AUTOMOTIVE					
6-799961	102442	06/30/2023	500-642-44306	EQUIPMENT MAINTENANCE SUPPLIES-CY	52.09
6-804141	102442	06/30/2023	100-343-44306	EQUIPMENT MAINTENANCE PARTS	54.79
6-810390	102442	06/30/2023	100-343-44306	EQUIPMENT MAINTENANCE PARTS	410.09
Vendor SPA04 - S.P. AUTOMOTIVE Total:					516.97
Vendor: 1679 - SAFE BUILT, LLC					
87276	102383	06/23/2023	212-462-42101	PLAN CHECK SERVICES MARCH 2023	2,430.00
88685	102492	07/07/2023	212-462-42101	APRIL 1-30, 2023 PLAN CHECK REVIEW	25,257.05
Vendor 1679 - SAFE BUILT, LLC Total:					27,687.05
Vendor: 2442 - SELECTRON TECHNOLOGIES, INC.					
18014	102384	06/23/2023	525-118-42106	MANAGED SERVICE TXT INSPECTION SCHEDULING SOFTWARE	6,750.00
Vendor 2442 - SELECTRON TECHNOLOGIES, INC. Total:					6,750.00
Vendor: 1982 - SHAPE INCORPORATED					
23144B13643	102385	06/23/2023	500-641-44306	AUGER COUPLING ROD WPCP	2,005.13
Vendor 1982 - SHAPE INCORPORATED Total:					2,005.13
Vendor: 1714 - SHERRI D. LEWIS					
CC029PINOLE-FY2022/23	102493	07/07/2023	100-112-42101	PREPARE MINUTES CC COUNCIL MTG. 062923	787.50
PC011PINOLE-FY2022/23	102543	07/14/2023	212-461-42514	PREPARE MINUTE PC MTG 5-22-23	450.00
PC012PINOLE-FY2022/23	102543	07/14/2023	212-461-42514	PREPARE MINUTE PC MTG 062623	225.00
Vendor 1714 - SHERRI D. LEWIS Total:					1,462.50

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2632 - SHIPLEY POOL SERVICE					
17380	102443	06/30/2023	209-557-42108	JUNE SWIMMING POOL MAINTENANCE	3,312.50
Vendor 2632 - SHIPLEY POOL SERVICE Total:					3,312.50
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
8526	102386	06/23/2023	212-462-42101	PLAN REVIEW SERVICES APRIL 2023	4,062.35
8580	102544	07/14/2023	212-462-42101	PLAN REVIEW APRIL 2023 BP23-0099	1,053.00
8705	102544	07/14/2023	212-462-42101	PLAN REVIEW SERVICES APRIL 2023	1,750.61
Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:					6,865.96
Vendor: 2260 - SKL SOLUTIONS, INC.					
230053	102444	06/30/2023	500-642-42101	TO 2: O&M Assessments and Optimization Services	19,358.00
230054	102444	06/30/2023	500-642-42101	TO 3: INVENTORY/DATA MGMT, VISUALIZATION...	15,800.00
Vendor 2260 - SKL SOLUTIONS, INC. Total:					35,158.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
44082	102545	07/14/2023	100-343-42107	FUEL INJECTOR	765.45
Vendor SQU00 - SQUARE DEAL GARAGE Total:					765.45
Vendor: 2690 - STACY L. CORTEZ					
04222029	102430	06/30/2023	100-551-42515	CANVAS PAINTING ACTIVITY FOR PRIDE EVENT	405.00
Vendor 2690 - STACY L. CORTEZ Total:					405.00
Vendor: STA42 - STAPLES BUSINESS CREDIT					
1648999736	102387	06/23/2023	100-111-42201	OFFICE SUPPLIES CITYWIDE	19.92
1648999736	102387	06/23/2023	100-111-42201	OFFICE SUPPLIES CITYWIDE	215.07
1648999736	102387	06/23/2023	100-111-42201	OFFICE SUPPLIES CITYWIDE	357.63
1648999736	102387	06/23/2023	100-111-42201	OFFICE SUPPLIES CITYWIDE	109.71
1648999736	102387	06/23/2023	100-112-42201	OFFICE SUPPLIES CITYWIDE	72.70
1648999736	102387	06/23/2023	100-222-42514	OFFICE SUPPLIES CITYWIDE	280.32
1648999736	102387	06/23/2023	100-222-42514	OFFICE SUPPLIES CITYWIDE	57.05
1648999736	102387	06/23/2023	100-222-42514	OFFICE SUPPLIES CITYWIDE	44.30
1648999736	102387	06/23/2023	100-222-42514	OFFICE SUPPLIES CITYWIDE	380.33
1648999736	102387	06/23/2023	100-222-42514	OFFICE SUPPLIES CITYWIDE	43.20
1648999736	102387	06/23/2023	209-551-42201	OFFICE SUPPLIES CITYWIDE	249.18
1648999736	102387	06/23/2023	209-554-42201	OFFICE SUPPLIES CITYWIDE	53.77
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					1,883.18
Vendor: STA25 - STATE WATER RESOURCES CONTROL BOARD					
C-06-7856-110	102388	06/23/2023	500-644-48101	FINANCING AGREEMENT CONTRACT D1501036	398,251.63
C-06-7856-110	102388	06/23/2023	500-644-48102	FINANCING AGREEMENT CONTRACT D1501036	690,932.30
Vendor STA25 - STATE WATER RESOURCES CONTROL BOARD Total:					1,089,183.93
Vendor: 2436 - STRATEGIC ENERGY INNOVATIONS					
4196	102445	06/30/2023	212-461-42101	CLIMATE CORPS INVOICE #2	4,650.00
Vendor 2436 - STRATEGIC ENERGY INNOVATIONS Total:					4,650.00
Vendor: 2415 - SYNTHESIS GROUP, INC.					
52925	102494	07/07/2023	100-115-42203	MAILING JOB 92397	5,139.35
Vendor 2415 - SYNTHESIS GROUP, INC. Total:					5,139.35
Vendor: 1253 - TARAH ORNELAS					
936	102446	06/30/2023	209-552-43807	PANCAKE BREAKFAST POSTERS-SENIOR CENTER	239.62
Vendor 1253 - TARAH ORNELAS Total:					239.62

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2702 - TENZIN NGADON					
06262023	102546	07/14/2023	209-555-43801	REFUND FOR DISH OF DISNEY CAMP	176.00
Vendor 2702 - TENZIN NGADON Total:					176.00
Vendor: KRI01 - TERRI KRIEGER					
JULY 2023	102495	07/07/2023	100-117-41101	RETIREE MEDICARE REIMBU JULY 2023	243.00
Vendor KRI01 - TERRI KRIEGER Total:					243.00
Vendor: 2633 - TRB AND ASSOCIATES, INC.					
4769r	102389	06/23/2023	100-465-42101	PLAN REVIEW INSPECTION SERVICES CODE ENFORCEMENT	600.00
4769r	102389	06/23/2023	212-462-42101	PLAN REVIEW INSPECTION SERVICES CODE ENFORCEMENT	2,913.01
4792	102496	07/07/2023	212-462-42101	PLAN REVIEW AND INSPECTION SERVICES	2,378.36
4823	102389	06/23/2023	212-462-42101	SUPERVISING INSPECTOR AND SENIOR BLDG INSPECTOR	12,040.00
4880	102496	07/07/2023	212-462-42101	SENIOR BUILDING INSPECTOR MAY 2023	13,730.03
Vendor 2633 - TRB AND ASSOCIATES, INC. Total:					31,661.40
Vendor: TYL00 - TYLER TECHNOLOGIES, INC.					
025-427195	102497	07/07/2023	525-118-42106	TYLER MAINTENANCE 080123-073124	63,645.14
Vendor TYL00 - TYLER TECHNOLOGIES, INC. Total:					63,645.14
Vendor: 2668 - UBEO BUSINESS SERVICES					
4146148	102447	06/30/2023	525-118-42107	CITYWIDE COPIER LEASE	1,863.81
Vendor 2668 - UBEO BUSINESS SERVICES Total:					1,863.81
Vendor: UNI38 - UNIVAR USA INC					
51256323	102547	07/14/2023	500-641-44303	SOD BISULFITE LIQ WPCP	7,836.28
51280635	102547	07/14/2023	500-641-44303	SOD HYPO LIQUICHLOR WPCP	6,994.88
Vendor UNI38 - UNIVAR USA INC Total:					14,831.16
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
515335	102548	07/14/2023	100-343-42108	JANITORILA SERVICES JUNE 2023 CH	1,296.00
515336	102548	07/14/2023	100-222-42108	JANITORIAL SERVICES JUNE 2023 PD PUBLIC SAFETY BLG	2,649.00
515337	102548	07/14/2023	209-557-42108	JANITORIAL SERVICES JUNE 2023 SWIM CENTER	1,400.00
515338	102548	07/14/2023	500-641-42108	JANITORIAL SERVICES JUNE 2023 WPCP	534.00
9142	102448	06/30/2023	209-557-42108	SWIM CENTER SANITARY SUPPLIES	100.44
9218	102448	06/30/2023	100-343-42108	SANITARY SUPPLIES- CORP YARD	616.04
9344	102548	07/14/2023	100-222-42108	JANITORIAL SUPPLIES PD	299.92
9345	102548	07/14/2023	100-343-42108	JANITORIAL SUPPLIES CH	266.86
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					7,162.26
Vendor: USB06 - US BANK					
JUNE 2023	102498	07/07/2023	100-20018	CITYWIDE CREDIT CARDS	27,082.84
Vendor USB06 - US BANK Total:					27,082.84
Vendor: 2695 - USABUEBOOK					
INV00039179	102449	06/30/2023	500-641-44303	PLANTPRO NEISSER STAIN KIT	246.24
Vendor 2695 - USABUEBOOK Total:					246.24
Vendor: VER02 - VERIZON WIRELESS					
9937335466	102450	06/30/2023	525-118-43101	CITYWIDE CELL PHONE SERVICE	5,324.35
Vendor VER02 - VERIZON WIRELESS Total:					5,324.35

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: VIS01 - VISION SERVICE PLAN					
818195862	102499	07/07/2023	100-110-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	100-111-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	100-112-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	100-113-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	100-115-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	100-116-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	100-221-41003	VISION BENEFITS JULY 2023	409.42
818195862	102499	07/07/2023	100-222-41003	VISION BENEFITS JULY 2023	130.27
818195862	102499	07/07/2023	100-223-41003	VISION BENEFITS JULY 2023	223.32
818195862	102499	07/07/2023	100-341-41003	VISION BENEFITS JULY 2023	74.44
818195862	102499	07/07/2023	100-343-41003	VISION BENEFITS JULY 2023	148.88
818195862	102499	07/07/2023	100-465-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	105-221-41003	VISION BENEFITS JULY 2023	74.44
818195862	102499	07/07/2023	105-231-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	106-222-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	106-231-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	209-551-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	209-552-41003	VISION BENEFITS JULY 2023	37.22
818195862	102499	07/07/2023	209-554-41003	VISION BENEFITS JULY 2023	18.61
818195862	102499	07/07/2023	212-461-41003	VISION BENEFITS JULY 2023	37.22
818195862	102499	07/07/2023	212-462-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	500-641-41003	VISION BENEFITS JULY 2023	186.10
818195862	102499	07/07/2023	500-642-41003	VISION BENEFITS JULY 2023	55.83
818195862	102499	07/07/2023	505-119-41003	VISION BENEFITS JULY 2023	37.22
818195862	102499	07/07/2023	998-20106	VISION BENEFITS JULY 2023	74.44
818195871	102499	07/07/2023	998-20106	VISION BENEFITS JULY 2023	18.61
Vendor VIS01 - VISION SERVICE PLAN Total:					2,009.88
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8813059888	102390	06/23/2023	500-641-44305	PIPET SEROLOGICAL WIDE LAB SUPPLIES WPCP	293.35
8813215360	102549	07/14/2023	500-641-44305	PIPET SERO SUPPLIES WPCP	478.22
8813240800	102549	07/14/2023	500-641-44305	GLASS DISP FLOOR WPCP	111.20
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					882.77
Vendor: WEC01 - WECO INDUSTRIES LLC					
0051715-IN	102451	06/30/2023	500-642-44306	MAINTENANCE PART/SUPPLIES- CORP YARD	1,047.66
0051803-IN	102550	07/14/2023	500-642-42514	HAND MAGNETIC SUPER SPOT LIGHT	532.08
Vendor WEC01 - WECO INDUSTRIES LLC Total:					1,579.74
Vendor: 2603 - WEST VALLEY CONSTRUCTION CO, INC.					
137433	102551	07/14/2023	500-642-47201	PROJECT MANAGEMENT MTG PINON AVE	9,470.00
Vendor 2603 - WEST VALLEY CONSTRUCTION CO, INC. Total:					9,470.00
Vendor: ZOL02 - ZOLL					
INV00144175	102452	06/30/2023	525-118-42106	FIRE RMS ENTERPRISE EDITION 7/1-9/30/23	180.18
Vendor ZOL02 - ZOLL Total:					180.18
Grand Total:					2,199,424.20

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	390,522.52
105 - Measure S -2006	611.72
106 - MEASURE S-2014	34,753.08
200 - Gas Tax Fund	5,950.88
201 - Restricted Real Estate Maintenance Fund	946.84
207 - NPDES Storm Water Fund	43.75
209 - Recreation Fund	49,147.78
212 - Building & Planning	198,654.35
214 - Solid Waste Fund	3,221.13
215 - Measure C and J Fund	15,264.48
225 - Asset Seizure-Adjudicated Fund	2,000.00
285 - Housing Land Held for Resale	164.07
310 - Lighting & Landscape Districts	1,490.21
325 - City Street Improvements	4,056.45
500 - Sewer Enterprise Fund	1,309,709.91
505 - Cable Access TV	411.42
525 - Information Systems	181,952.24
750 - Recognized Obligation Retirement Fund	68.75
998 - Payroll Clearing	454.62
Grand Total:	2,199,424.20

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	64.00
100-000-38404	Other Rev/Miscellaneous..	5.76
100-10601	Gas Tanks/Corp Yard	7,357.09
100-110-41002	Emp Benefits/Dental	287.72
100-110-41003	Emp Benefits/Vision Care	55.83
100-110-42302	Travel & Training/Milea...	609.79
100-110-42303	Travel & Training/Meal A..	22.62
100-110-42401	Dues & Pub/Membershi...	4,590.01
100-110-43102	Utilities/Water	11.11
100-110-43103	Utilities/Electricity & Po...	110.49
100-111-41002	Emp Benefits/Dental	364.69
100-111-41003	Emp Benefits/Vision Care	55.83
100-111-42201	Office Expense	702.33
100-111-43102	Utilities/Water	26.69
100-111-43103	Utilities/Electricity & Po...	145.38
100-112-41002	Emp Benefits/Dental	383.55
100-112-41003	Emp Benefits/Vision Care	55.83
100-112-42101	Prof Svcs/Professional Se..	787.50
100-112-42201	Office Expense	72.70
100-112-42301	Travel & Training/Conf-R...	775.00
100-112-42514	Admin Exp/Special Depa...	208.80
100-112-43102	Utilities/Water	24.47
100-112-43103	Utilities/Electricity & Po...	159.92
100-112-46201	Insurance/General Liabili...	376.00
100-113-41002	Emp Benefits/Dental	108.99
100-113-41003	Emp Benefits/Vision Care	18.61
100-115-41002	Emp Benefits/Dental	364.69
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional Se..	15,133.00
100-115-42203	Office Exp/Shipping & M...	5,139.35
100-115-43102	Utilities/Water	72.52
100-115-43103	Utilities/Electricity & Po...	398.35
100-116-41002	Emp Benefits/Dental	306.58
100-116-41003	Emp Benefits/Vision Care	55.83

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Account Summary

Account Number	Account Name	Payment Amount
100-116-42101	Prof Svcs/Professional Se..	14,197.91
100-116-42514	Admin Exp/Special Depa...	765.72
100-116-43102	Utilities/Water	24.47
100-116-43103	Utilities/Electricity & Po...	116.31
100-117-41101	Retiree Benefits/Medical...	5,599.64
100-117-43102	Utilities/Water	195.75
100-117-43103	Utilities/Electricity & Po...	1,293.91
100-117-48103	Cost of Issuance	2,500.00
100-20011	Accounts Payable/Miscel...	125,055.29
100-20018	Accounts Payable/CalCa...	27,082.84
100-20402	Deferred Rev/Unclaimed...	1,083.60
100-221-41002	Emp Benefits/Dental	1,781.60
100-221-41003	Emp Benefits/Vision Care	409.42
100-221-41008	Emp Benefits/Long Term...	534.60
100-221-42101	Prof Svcs/Professional Se..	1,979.00
100-221-42107	Prof Svcs/Equipment Ma...	1,277.60
100-221-42302	Travel & Training/Milea...	192.57
100-221-42303	Travel & Training/Meal A..	54.00
100-221-42401	Dues & Pub/Membershi...	1,040.00
100-221-44410	Safety Clothing	1,417.85
100-222-41002	Emp Benefits/Dental	587.07
100-222-41003	Emp Benefits/Vision Care	130.27
100-222-42101	Prof Svcs/Professional Se..	14,796.25
100-222-42108	Prof Svcs/Building-Struc...	5,509.90
100-222-42201	Office Expense	419.27
100-222-42514	Admin Exp/Special Depa...	805.20
100-222-43102	Utilities/Water	1,313.42
100-222-43103	Utilities/Electricity & Po...	5,882.74
100-222-43105	Utilities/Cable	173.13
100-223-41002	Emp Benefits/Dental	1,304.82
100-223-41003	Emp Benefits/Vision Care	223.32
100-223-41008	Emp Benefits/Long Term...	258.00
100-223-43102	Utilities/Water	291.87
100-223-43103	Utilities/Electricity & Po...	1,173.52
100-231-42101	Prof Svcs/Professional Se..	15,960.00
100-231-42107	Prof Svcs/Equipment Ma...	699.22
100-231-42108	Prof Svcs/Building-Struc...	2,131.12
100-231-42512	Admin Exp/Abatement	56,303.00
100-231-43102	Utilities/Water	2,479.57
100-231-43103	Utilities/Electricity & Po...	5,009.48
100-231-43105	Utilities/Cable	32.01
100-341-41002	Emp Benefits/Dental	571.04
100-341-41003	Emp Benefits/Vision Care	74.44
100-341-42101	Prof Svcs/Professional Se..	873.75
100-341-42201	Office Expense	25.71
100-342-44410	Safety Clothing	648.68
100-343-41002	Emp Benefits/Dental	966.22
100-343-41003	Emp Benefits/Vision Care	148.88
100-343-42107	Prof Svcs/Equipment Ma...	1,807.77
100-343-42108	Prof Svcs/Building-Struc...	7,852.86
100-343-42513	Admin Exp/Rent	4,425.00
100-343-42514	Admin Exp/Special Depa...	1,658.55
100-343-43102	Utilities/Water	1,032.37
100-343-43103	Utilities/Electricity & Po...	2,485.68
100-343-44306	Other Materials Supp/M...	1,629.97
100-343-44410	Safety Clothing	3,302.31
100-345-42107	Prof Svcs/Equipment Ma...	880.74
100-345-42108	Prof Svcs/Building-Struc...	500.00

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Account Summary

Account Number	Account Name	Payment Amount
100-345-43102	Utilities/Water	7,258.55
100-345-43103	Utilities/Electricity & Po...	379.43
100-345-44306	Other Materials Supp/M...	1,228.08
100-465-41002	Emp Benefits/Dental	127.84
100-465-41003	Emp Benefits/Vision Care	18.61
100-465-42101	Prof Svcs/Professional Se..	3,322.50
100-466-42401	Dues & Pub/Membershi...	5,909.00
100-551-42511	Admin Exp/Equipment R...	285.54
100-551-42515	Admin Exp/Special Events	2,116.88
105-115-42101	Prof Svcs/Professional Se..	32.07
105-221-41002	Emp Benefits/Dental	376.32
105-221-41003	Emp Benefits/Vision Care	74.44
105-221-41008	Emp Benefits/Long Term...	59.40
105-231-41002	Emp Benefits/Dental	50.88
105-231-41003	Emp Benefits/Vision Care	18.61
106-115-42101	Prof Svcs/Professional Se..	332.07
106-222-41002	Emp Benefits/Dental	127.85
106-222-41003	Emp Benefits/Vision Care	18.61
106-231-41002	Emp Benefits/Dental	108.99
106-231-41003	Emp Benefits/Vision Care	18.61
106-342-47204	Improvements/Sidewalks	20,000.00
106-345-47203	Improvements/Parks	14,146.95
200-342-42101	Prof Svcs/Professional Se..	3,447.34
200-342-43102	Utilities/Water	62.28
200-342-43103	Utilities/Electricity & Po...	2,441.26
201-343-42513	Admin Exp/Rent	100.00
201-343-43102	Utilities/Water	508.51
201-343-43103	Utilities/Electricity & Po...	338.33
207-344-42514	Admin Exp/Special Depa...	43.75
209-20015	Accounts Payable/Vendo...	97.75
209-20402	Deferred Rev/Unclaimed...	81.00
209-551-41002	Emp Benefits/Dental	255.70
209-551-41003	Emp Benefits/Vision Care	55.83
209-551-42101	Prof Svcs/Professional Se..	462.50
209-551-42201	Office Expense	249.18
209-551-42515	Admin Exp/Special Events	4,104.97
209-552-36412	Recreation Chg/Travel	148.00
209-552-41002	Emp Benefits/Dental	91.58
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-42108	Prof Svcs/Building-Struc...	7,649.99
209-552-43102	Utilities/Water	1,658.34
209-552-43103	Utilities/Electricity & Po...	3,624.83
209-552-43804	Program Cost/Food Prog...	2,803.41
209-552-43807	Program Cost/Fundrai...	1,473.70
209-552-43810	Program Cost/Center Ma...	417.15
209-553-42101	Prof Svcs/Professional Se..	101.59
209-553-42108	Prof Svcs/Building-Struc...	770.16
209-553-42514	Admin Exp/Special Depa...	1,557.87
209-553-43102	Utilities/Water	37.31
209-553-43103	Utilities/Electricity & Po...	48.37
209-554-41002	Emp Benefits/Dental	115.07
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-42108	Prof Svcs/Building-Struc...	653.63
209-554-42201	Office Expense	53.77
209-554-43102	Utilities/Water	36.61
209-554-43103	Utilities/Electricity & Po...	42.14
209-554-44306	Other Materials Supp/M...	23.89
209-555-43801	Program Cost/Youth Ca...	1,908.50

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Account Summary

Account Number	Account Name	Payment Amount
209-557-42101	Prof Svcs/Professional Se..	9,500.00
209-557-42108	Prof Svcs/Building-Struc...	7,378.64
209-557-43102	Utilities/Water	1,206.47
209-557-43103	Utilities/Electricity & Po...	1,644.17
209-558-43102	Utilities/Water	416.96
209-558-43103	Utilities/Electricity & Po...	12.64
209-559-43102	Utilities/Water	86.16
209-559-43103	Utilities/Electricity & Po...	324.07
212-20346	Developer Deposit/830-...	20,344.50
212-461-41002	Emp Benefits/Dental	255.70
212-461-41003	Emp Benefits/Vision Care	37.22
212-461-42101	Prof Svcs/Professional Se..	102,738.65
212-461-42514	Admin Exp/Special Depa...	675.00
212-461-43102	Utilities/Water	23.58
212-461-43103	Utilities/Electricity & Po...	174.46
212-462-41002	Emp Benefits/Dental	287.72
212-462-41003	Emp Benefits/Vision Care	55.83
212-462-42101	Prof Svcs/Professional Se..	73,384.90
212-462-42106	Prof Svcs/ Software Mai...	175.00
212-462-43102	Utilities/Water	62.73
212-462-43103	Utilities/Electricity & Po...	439.06
214-342-42101	Prof Svcs/Professional Se..	1,120.00
214-342-42514	Admin Exp/Special Depa...	2,101.13
215-341-43101	Utilities/Telephone	245.31
215-341-43103	Utilities/Electricity & Po...	19.17
215-342-47204	Improvements/Sidewalks	15,000.00
225-221-42514	Admin Exp/Special Depa...	2,000.00
285-464-43102	Utilities/Water	18.69
285-464-43103	Utilities/Electricity & Po...	145.38
310-347-42101	Prof Svcs/Professional Se..	1,012.32
310-347-43102	Utilities/Water	364.37
310-347-43103	Utilities/Electricity & Po...	113.52
325-342-47205	Improvements/Streets	4,056.45
500-10601	Gas Tanks/Corp Yard	4,493.30
500-641-41002	Emp Benefits/Dental	855.93
500-641-41003	Emp Benefits/Vision Care	186.10
500-641-42107	Prof Svcs/Equipment Ma...	13,363.80
500-641-42108	Prof Svcs/Building-Struc...	582.05
500-641-42201	Office Expense	849.80
500-641-43102	Utilities/Water	1,237.31
500-641-43103	Utilities/Electricity & Po...	69,166.84
500-641-44302	Other Materials Supp/SI...	9,947.88
500-641-44303	Other Materials Supp/C...	28,679.11
500-641-44305	Other Materials Supp/La...	3,206.85
500-641-44306	Other Materials Supp/M...	38,424.15
500-641-44410	Safety Clothing	165.67
500-642-41002	Emp Benefits/Dental	229.61
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-42101	Prof Svcs/Professional Se..	35,158.00
500-642-42514	Admin Exp/Special Depa...	536.68
500-642-43103	Utilities/Electricity & Po...	871.29
500-642-44306	Other Materials Supp/M...	1,099.75
500-642-44410	Safety Clothing	1,946.03
500-642-47201	Improvements/Building	9,470.00
500-644-48101	Debt Principal	398,251.63
500-644-48102	Debt Interest	690,932.30
505-119-41002	Emp Benefits/Dental	255.70
505-119-41003	Emp Benefits/Vision Care	37.22

WARRANT LISTING

Payment Dates: 6/17/2023 - 7/14/2023

Account Summary

Account Number	Account Name	Payment Amount
505-119-43102	Utilities/Water	55.30
505-119-43103	Utilities/Electricity & Po...	63.20
525-118-42101	Prof Svcs/Professional Se..	35,208.75
525-118-42106	Prof Svcs/Software Main...	95,807.93
525-118-42107	Prof Svcs/Equipment Ma...	1,863.81
525-118-42510	Admin Exp/Software Pur...	20,453.41
525-118-43101	Utilities/Telephone	14,105.45
525-118-47102	FF&E/Computer Equipm...	14,512.89
750-463-42101	Prof Svcs/Professional Se..	68.75
998-20105	Sal & Ben Payable/Denta...	361.57
998-20106	Sal & Ben Payable/Vision...	93.05
	Grand Total:	2,199,424.20

Project Account Summary

Project Account Key	Payment Amount
None	2,121,517.10
10634547203IN1704	14,146.95
21246142101GP2201	60,966.90
32534247205RO1710	2,793.25
	Grand Total:
	2,199,424.20

Approved by: _____

Date: _____

7/12/2023



CITY COUNCIL REPORT

9C

DATE: JULY 18, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

SUBJECT: SECOND READING OF AN ORDINANCE AMENDING CHAPTER 15.02.070 "PERMITTED HOURS AND CONDITION OF CONSTRUCTION" OF THE PINOLE MUNICIPAL CODE

RECOMMENDATION

Staff recommends the City Council waive the second reading and adopt an ordinance amending Chapter 15.02.070 "Permitted Hours and Condition of Construction" of the Pinole Municipal Code to adjust permitted construction hours in the City of Pinole.

BACKGROUND

The recent winter storms and supply chain issues related to goods and services have created challenges in the construction industry impacting the timely completion of construction projects in the City of Pinole. In response, the City Council directed staff to draft an ordinance amending Chapter 15.02 of the Municipal Code to authorize the City Manager to make modifications to permitted construction hours, including the allowance of construction in all zones on weekends and holidays.

At its regularly scheduled meeting on June 20, 2023, the City Council received a presentation and staff report to introduce and conduct a first reading of an ordinance to add Chapter 15.02.070 "Permitted Hours and Condition of Construction" of the Pinole Municipal Code to adjust permitted construction hours in the City of Pinole. See [Attachment A](#). The City Council unanimously voted in the affirmative to approve the ordinance on first reading. If approved on second reading, the ordinance will go in to effect in thirty (30) days.

FISCAL IMPACT

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

ATTACHMENTS

A. Staff Report of June 20, 2023 with attached ordinance amending Chapter 15.02.070 "Permitted Hours and Condition of Construction."



CITY COUNCIL REPORT

ATTACHMENT A

DATE: JUNE 20, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

**SUBJECT: CONDUCT PUBLIC HEARING; WAIVE FIRST READING OF
ORDINANCE AMENDING SECTION 15.02.070 "PERMITTED HOURS
AND CONDITION OF CONSTRUCTION" OF THE PINOLE MUNICIPAL
CODE**

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, introduce and waive first reading of an ordinance amending Pinole City Municipal Code Chapter 15.02.070 "Permitted Hours and Condition of Construction."

BACKGROUND

The recent winter storms and supply chain issues related to goods and services have created challenges in the construction industry impacting the timely completion of construction projects in the City of Pinole. City staff recently received a request from a developer to modify the permitted construction hours within the City to assist developers in completing projects in a timely fashion.

In general, the Pinole Municipal Code (PMC) Chapter 15.02.070 only allows construction work to take place Monday through Friday throughout the City. Construction work is only allowed on Saturdays in commercial zones and only when the work is interior that does not cause significant noise. Construction work in residential zones is only allowed on weekends or holidays for homeowners performing work on their own homes. At the May 16th City Council meeting, Council directed staff to draft an ordinance amending Chapter 15.02 of the PMC, in order to authorize the City Manager to make modifications to permitted construction hours which would allow more flexibility for permitted construction hours on the weekends and holidays in all zoning districts in the City.

DISCUSSION

Chapter 15.02.070 of the PMC provides restrictions on permitted construction hours in the City of Pinole. Construction work may occur from 7:00 a.m. to 5:00 p.m. Monday through Friday. Construction work is permitted on Saturday for interior work in commercial zones that does not generate significant noise. Chapter 15.02.070(D) provides an exception to the permitted construction hours, and allows the City Manager to modify on a case-by-case basis the hours of construction in commercial zones. Under 15.02.070(D) the City Manager may, for example, allow exterior construction work in commercial zones on the weekend even if it causes significant noise. The PMC does not, however, authorize the City Manager to modify hours of construction in residential zones.

At the May 16th City Council meeting, following receipt of feedback from a developer impacted by construction delays due to the recent winter storms, the Council directed staff to draft an ordinance amending Chapter 15.02 of the Municipal Code to authorize the City Manager to make modifications to permitted construction hours, including the allowance of construction in all zones on weekends and holidays. Allowing developers to seek a modification to construction hours would provide more efficiency and timely completion of projects that the City needs, such as affordable housing.

The ordinance (**Attachment A**) adds language to Chapter 15.02.070(D) authorizing the City Manager, or their designee, to modify on a case-by-case basis the hours of construction in the City of Pinole beyond what is currently permitted, regardless of zoning district. The ordinance removes the existing language in Chapter 15.02.070(D) which is no longer needed with the proposed change. The Municipal Code Update Subcommittee reviewed the proposed ordinance prepared by staff and recommended the item be brought to the City Council for approval.

FISCAL IMPACT

There is no direct fiscal impact from the modification of permitted construction hours within the City.

ATTACHMENTS

A. Proposed Pinole Municipal Code Amendment

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE AMENDING SECTION 15.02.070 OF THE PINOLE MUNICIPAL CODE AUTHORIZING THE CITY MANAGER TO MODIFY PERMITTED CONSTRUCTION HOURS

WHEREAS, Section 15.02.070, “Permitted Hours and Condition of Construction,” of the City of Pinole Municipal Code (the “PMC”) establishes the permitted days and times for construction work within the City of Pinole; and

WHEREAS, PMC Section 15.02.070(D), allows construction work to take place Monday through Friday, and with limited exceptions on Saturdays only in commercial zones; and

WHEREAS, the City Council desires to amend PMC Section 15.02.070 to grant the City Manager authority to modify the permitted construction hours throughout the City of Pinole on a case-by-case basis, as needed.

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

Section 1. Recitals.

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

Section 2. Municipal Code Amendment.

Pinole Municipal Code Section 15.02.070, “Permitted Hours and Condition of Construction,” is hereby amended as follows (with text in ~~strikeout~~ indicating deletion and underline indicating addition).

A. Work is allowed from seven a.m. (7:00 a.m.) to five p.m. (5:00 p.m.) Monday through Friday. Work is allowed, but no inspections will be performed on non-federal holidays, which are holidays that are not acknowledged federally but are recognized by the City of Pinole. These holidays include, but are not limited to, Cesar Chavez's Birthday and the Day After Thanksgiving.

B. Saturday work is allowed in commercial zones only, from nine a.m. (9:00 a.m.) to six p.m. (6:00 p.m.), if it is interior work and does not generate significant noise.

C. Exceptions for residential property owners.

1. Homeowners performing additions, repairs, or remodeling are allowed to work on their residences on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.).

2. By written authorization of the Building Official, a residential property owner with a valid permit to construct a single-family residence for personal occupancy shall be allowed to work on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.). This

authorization shall be granted to applicants who have not built a residence in the City in the previous five (5) year period and who affirm in writing their intention to reside at the subject property.

~~D. Exceptions for Construction. The City Council designates the City Manager (or their designee) to further modify on a case-by-case basis the hours of construction, to allow for work beyond those hours allowed in 15.02.070.A-C regardless of zoning district . Exceptions for commercial construction. The City Council designates the City Manager (or his/her designee) to further modify on a case by case basis the hours of construction in commercial zones. Additionally, the City Manager (or his/her designee) can modify the construction hours on a case by case basis based on inclement weather conditions or certain construction procedures (such as setting up for a concrete pour) and construction project characteristics that may require working beyond five p.m. (5:00 p.m.) on weekdays or six p.m. (6:00 p.m.) on Saturday.~~

E. The minimum fine for a citation or penalty for violating construction hours is one thousand dollars (\$1,000.00) and escalates in one thousand dollars (\$1,000.00) increments.

F. Work must be controlled to prevent causing a public nuisance due to dust, noise, vibrations, and the like.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Pinole hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4. California Environmental Quality Act (“CEQA”).

The proposed amendments are exempt from CEQA based on the rule set forth in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the proposed amendments to the Zoning Code will have a significant effect on the environment.

Section 5. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force on the thirty-first day after adoption.

Section 6. Publication.

Within fifteen (15) days after the passage of this Ordinance the City Clerk shall cause this Ordinance or a summary thereof to be published or to be posted in at least three public places in the City of Pinole in accordance with the requirements of California Government Code Section 36933.

PASSED AND ADOPTED on this ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Devin T. Murphy, Mayor

ATTEST:

Heather Bell, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney



CITY COUNCIL REPORT

9D

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRATEGIC ENERGY INNOVATIONS (SEI) TO SUPPORT A CLIMATE FELLOW FOR FY23/24 AT A NOT-TO-EXCEED AMOUNT OF FORTY-NINE THOUSAND DOLLARS (\$49,000)

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution that authorizes the City Manager to execute a Consultant Services Agreement with Strategic Energy Innovations (SEI) for a 10-month agreement for Sustainability Fellow services from September 2023 – June 2024.

BACKGROUND

In May of 2022 the City Council authorized the City Manager to enter into a contract with Strategic Energy Innovations (SEI), a nonprofit with a mission to “inspire and empower to advance solutions for a thriving, healthy planet,” to engage a Climate Corps Fellow through SEI’s Climate Corps Program.¹ Climate Corps is an award-winning fellowship program that provides professional development opportunities for emerging leaders through the implementation of sustainability and resiliency projects with local governments, nonprofits, and businesses. The program typically provides 10 months of fellowship service.

Climate Corps simultaneously addresses climate and sustainability projects and cultivates the next generation of environmental leaders. For the FY 22/23 program cycle, the Pinole Community Development Department engaged a Climate Corps Fellow (referred to as Pinole’s Sustainability Fellow) whose primary mission is to help develop the Climate Action and Adaptation Plan (CAAP) and support a number of other important City sustainability initiatives. The contract for the current FY 22/23 program cycle was extended by the Council on June 6, 2023 by two months, and will end on August 30, 2023.

¹ www.climatecorps.org

DISCUSSION AND ANALYSIS

City staff would like to again engage a Climate Corps Fellow through SEI for FY 23/24. The Fellowship program has shown to provide cost-effective staff support for sustainability-related work. Council appropriated funding in the FY 2023/24 budget to support a Sustainability Fellow through the Climate Corps program. Staff recommends the City Council authorize the City Manager to execute a new contract with SEI so that Pinole can continue to benefit from the SEI Climate Corps program through June 2024.

FISCAL IMPACT

The total cost for a 10-month contract with SEI (September 2023-June 2024), including a \$1,000 end-of-program award, is Forty-Nine Thousand Dollars (\$49,000). These costs have been budgeted in the Planning and Building Fund for FY 2023/24.

ATTACHMENTS

- A. Resolution
Exhibit A- Contract

RESOLUTION NO. 2023-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH STRATEGIC ENERGY INNOVATIONS (SEI) TO SUPPORT A 10-MONTH SUSTAINABILITY FELLOW IN FISCAL YEAR 2023/2024 AT A NOT-TO-EXCEED COST OF FORTY-NINE THOUSAND DOLLARS**

WHEREAS, the City's leading planning document addressing Climate Change is the Sustainability Element of the General Plan, last updated in 2010; and

WHEREAS, in 2016 the State of California adopted Senate Bill 32, which establishes new greenhouse gas emissions targets for 2030 (40% below 1990 levels) and 2050 (80% below 1990 levels) and Senate Bill 379, which requires cities to address climate adaptation and effectively plan for the impacts of climate change; and

WHEREAS, in 2018 Governor Brown issued Executive Order B-55-18, establishing a new statewide goal to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter; and

WHEREAS, on October 19, 2021, the City Council adopted Resolution No. 2021-93, which declared a climate emergency, directed staff to complete a greenhouse gas (GHG) emissions inventory, and directed staff to prepare a Climate Action Plan (CAP) that includes GHG emission reduction goals that align with the State's GHG emission reduction goals of SB 32 and Executive Order B-55-18; and

WHEREAS, Climate Corps is an award-winning fellowship program that provides professional development opportunities for emerging leaders through implementation of sustainability and resiliency projects with local governments, nonprofits, and for-profit businesses; and

WHEREAS, Strategic Energy Innovations (SEI), is an environmental nonprofit that offers a Climate Corps program and partners with schools, communities, and businesses to develop a sustainability leadership pathway from elementary school to early career to create thriving, resilient communities; and

WHEREAS, the City has benefited from the Climate Corps program in the FY22/23 program cycle with the support of a Sustainability Fellow; and

WHEREAS, the City desires to enter into a contract with SEI for the provision of a Climate Corps Fellow for the FY 23/24 program cycle to augment and provide cost-effective staff support for work related to the development of Climate Action and Adaptation Plan (CAAP) and other sustainability-related initiatives from September 2023 through June 2024; and

WHEREAS, the City Council has budgeted \$49,000 in FY 23/24 in the Planning and Building fund to support a Sustainability Fellow.

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 City Council of the City of Pinole authorizes the City Manager to enter into a Consultant Services Agreement with SEI in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000) for the engagement with a Climate Action Fellow to support the development and adoption of the CEQA-Qualified Climate Action and Adaptation Plan and other sustainability initiatives during FY23-24.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **18th** day of **July, 2023** 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 **18th** day of **July, 2023**

Heather Bell, CMC
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
STRATEGIC ENERGY INNOVATIONS

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Strategic Energy Innovations, a California nonprofit corporation ("SEI" or "Consultant") (together sometimes referred to as the "Parties") as of _____, 2023 (the "Effective Date") in Pinole, California.

RECITALS

WHEREAS, Consultant is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Its mission is to inspire and empower to advance solutions for a thriving, healthy planet.

WHEREAS, as part of its green workforce program, Consultant maintains a Climate Corps fellowship program ("Program") that provides professional development and experiential learning opportunities for emerging climate protection leaders. Consultant recruits, trains, and places Climate Corps fellows (each, a "Fellow") with local governments, nonprofits, educational institutions, and for-profit businesses, where they help implement climate change resiliency projects.

WHEREAS, the City desires to participate in the Program by hosting one or more Fellows as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the Parties hereby covenant and agree as follows:

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

- 1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Consultant shall complete the work as described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed FORTY-NINE THOUSAND DOLLARS (\$49,000.00), for all work set forth in Exhibit A. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

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

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

- 2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant

reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;

- The Consultant's signature.

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

- 2.2 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

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

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed ZERO DOLLARS (\$0.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
 - 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
 - 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
 - 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 - b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
 - c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers,

officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

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

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

- 5.1 General Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and Fellow arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees and other related costs and expenses. Consultant shall defend, at Consultant’s own cost, expense and risk, any and all such aforesaid suits, actions or other

legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. Consultant hereby acknowledges and agrees that at all times Fellow is an employee of Consultant and further that Fellow or any agent or employee of Consultant shall be deemed at all times to be an independent contractor. Consultant is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors and Fellows providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant, Fellow and subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Pinole Business License. Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

- 8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant and indemnity shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder, unless specifically excluded as stated in Exhibit A Section 2.5, shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products. Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent

upon the Consultant or Consultant’s firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney’s Office

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

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by the Community Development Director who shall act as the City’s representative. All correspondence shall be directed to or through the Community Development Director or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Nathan McKenzie, Program Director
100 Smith Ranch Road, Suite 124
San Rafael, CA 94903

Any written notice to City shall be sent to:
City Manager
2131 Pear Street
Pinole, CA 94564

- 10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule and Hourly Fees
<u>Exhibit C</u>	City Furnished Facilities

- 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 No Third Party Beneficiaries. This Agreement is for the exclusive benefit of City and Consultant and not for the benefit of any third party, including, without limitation, any Fellow, or any employee, affiliate, vendor, or client of City or Consultant.

Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

Stephen Miller, Deputy Director

Consultant's City of Pinole Business
License #: _____

Attest:

Heather Bell, City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Program Initiation

1.1 Recruitment and Selection

SEI will recruit, screen, and select a Fellow to serve at City site during the service term set out in the Program Plan ("Service Term"). City will assist in the recruitment and selection of Fellow, including, without limitation, developing a job description specific to City's activities and needs, conducting interviews, and participating in the final selection.

1.2 Employment Relationship

SEI and City acknowledge that Fellow is an employee of SEI. SEI will notify each Fellow that Fellow is not an employee of City.

1.3 Fellow Orientation

At the start of the Service Term, SEI will provide Fellow with an orientation to the Program. City will provide Fellow with an orientation to City's mission, programs, operations, systems, and facilities.

1.4 Fellowship Scope

City will cooperate with SEI to develop a written scope of work ("Fellowship Scope") for each Fellow. The Fellowship Scope will: (a) outline the training plan for the Fellow, (b) describe one to three specific climate change resiliency projects that the Fellow will work on during the Service Term, and (c) define anticipated deliverables and Fellow performance and learning goals. City and SEI will complete the Fellowship Scope within one month after the Fellow's first day of service.

2. Training and Support

2.1 Fellow Training

SEI will train and support the Fellow with a training program that includes: monthly trainings, a mid-year two-day retreat, an end of program symposium, and two professional development assessment reviews. Time spent by the Fellow in this training program will count as training hours under the Program Plan.

2.2 Training Calendar

SEI will provide a calendar of training activities to City and will notify City of any schedule changes in advance.

2.3 Ongoing Support and Assistance

SEI will help City and Fellow develop metrics for evaluating the Fellow's progress. SEI will schedule monthly sessions with Fellow and City to review the Fellow's progress, and will assist the Fellow and City with defining or implementing any changes to the Fellowship Scope or other documents as appropriate.

2.4 City's Program-wide Support

City will carry out Program-wide activities reasonably requested by SEI, such as: (a) sponsoring a venue and staff presentations for a monthly training event for all Fellows, (b) participating in a Program-sponsored training session or professional development event, or (c) accepting informal interview requests from one or more other Fellows in the Program.

2.5 Ownership of Materials

For clarity, SEI owns all training and professional development materials and documents referred to in Sections 2.1 and 2.2. Without limiting the foregoing, City agrees that, as between the Parties, the SEI exclusively owns and shall retain all right, title and interest in and to all curriculum materials created, developed or provided by SEI, including (a) all pre-existing curriculum materials and curriculum materials that are created outside the scope of this Agreement (collectively, the “Pre-Existing Materials”), and (b) all Pre-Existing Materials that are modified and adapted for City (the “Modified Materials”) and all curriculum materials newly created and developed by or on behalf of SEI for the City (the “New Materials” and, together with the Modified Materials, the “Contract Materials”).

Subject to the terms of this Agreement, SEI hereby grants to City, a non-exclusive, perpetual, fully paid up, worldwide, royalty-free, license to use and display the Contract Materials for the sole purpose of using such Contract Materials for the conduct of the City’s business. Unless otherwise expressly agreed to by the Parties, the SEI shall retain all of its rights, title and interest in all Pre-Existing Materials and Contract Materials as expressed in Appendix 1: SEI Pre-Existing Consultant Materials.

3. Fellow Responsibilities, Scheduling, and Supervision

3.1 Fellow Responsibilities

City may assign specific responsibilities to Fellow so long as they are consistent with the Fellowship Scope.

3.2 Payment to Fellow; Additional Funding

SEI will pay a living stipend (“Living Stipend”) and end of program award (“End of Program Award”) to Fellow during the Service Term. City may provide additional funding for Fellow as may be set out in the Program Plan.

3.3 Hours and Work Schedule

The standard number of service hours for Fellows (“Standard Hours”) is set out in the Program Plan. City will provide Fellow with a reasonably consistent schedule during the Service Term so that Fellow can fulfill his or her Target Hours. If a Fellow is required serve as a juror, they will log that time as on-site hours with City and continue receiving a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.

3.4 Fellow Attendance at Climate Corps Events

City will allow Fellow to attend all Program events, including, without limitation, orientation, monthly trainings, retreats, field trips to other Climate Corps partner sites, and the Climate Corps Symposium, so that Fellow can fulfill his or her Program training requirements and enhance his or her professional development. Time spent by the Fellow at these events will count as training hours under the Program Plan.

3.5 Site Supervisor

City will designate a paid staff supervisor (“Site Supervisor”) to supervise Fellow’s day-to-day activities and performance. The responsibilities of Site Supervisor include, without limitation: (a) guiding Fellow towards achieving the goals set out in the Fellowship Scope, (b) meeting with Fellow one-on-one at least weekly to discuss project(s), and (c) helping Fellow complete monthly reporting to SEI to track the progress made on the project(s). If City changes the Site Supervisor, City will provide SEI with at least thirty (30) days’ written notice setting out the name and title of the new Site Supervisor, the reason for the change, and the expected impact, if any, on the Fellowship Scope or Fellow.

4. Reporting and Recordkeeping

4.1 Program Reports

City will complete and submit all Program forms, surveys, assessments, progress reports, Fellow evaluations, and other documents requested by SEI, including a biannual professional development assessment providing feedback on Fellow activities. SEI may share results related to the Program for the purpose of grant reporting, program marketing, and fundraising.

4.2 Site Visits

SEI may visit City sites and film, photograph, and otherwise document Program and Fellow activities during normal business hours and with reasonable advance notice.

4.3 Recordkeeping

SEI and City will each maintain records relating to its Program responsibilities in a manner such that the other can evaluate compliance with this Agreement. SEI and City will make those records available for review by the other on reasonable notice during the term of this Agreement and for a period of three years after its termination.

5. Communication

5.1 Program Contacts

SEI and City will each appoint one individual to act as principal contact person and to coordinate activities in connection with the Program. The initial appointees are identified in the Program Plan. SEI and City each may change its contact person at any time and will so advise the other.

5.2 Cooperation

SEI and City acknowledge Fellow's success in the Program depends in large part on the effectiveness of collaboration between the parties. Both parties will provide timely access to data, information, and personnel, ensure the accuracy and completeness of data and information provided, and promptly notify one another about challenges, concerns, and successes.

5.3 Fellow Performance

SEI cannot guarantee specific performance results for any Fellow. City will notify SEI immediately of any significant problems with Fellow's professional performance or conduct, including, without limitation, failure to report to a site or unprofessional behavior. SEI will work with City to provide assistance or discuss an appropriate response.

6. Publicity

6.1 Publicity by SEI

SEI may, in its sole discretion, identify City as a host site or "program partner" in the Program, and, describe its work with City and Fellow in internal and external communications, including, without limitation, on SEI's website, the Climate Corps website, and in its marketing or outreach materials. SEI may use City's name and logos, as well as photos, videos, and other materials created during site visits under Section 4.2, in connection with these efforts.

6.2 Publicity by City

City may identify itself as a host site or "program partner" in the Program, and, describe its work with SEI and Fellow in internal and external communications, including, without limitation, on its website and in its marketing

or outreach materials. City may use SEI's name and logos, including the Climate Corps name and logos, in connection with these efforts in accordance with guidelines that SEI may provide.

7. Fellow Withdrawal, Replacement, and Refunds

7.1 Fellow Withdrawal

SEI cannot guarantee Fellow's participation in the Program for the full Service Term. If, before the end of the Service Term, Fellow leaves the Program voluntarily, is terminated by either SEI or City for performance-related reasons, or is hired by City as an employee, he or she will be considered withdrawn from the Program, and SEI and City will discuss whether to find a replacement. If SEI or City decide not to replace Fellow, or if SEI fails to find a replacement after reasonable efforts to do so, then this Agreement will terminate effective as of the date of Fellow's withdrawal from the Program.

7.2 Refund to City with Replacement

Following Fellow's withdrawal with replacement, SEI will refund to City a sum equal to the undistributed Living Stipend for the period between withdrawal and replacement.

7.3 Refund to City without Replacement

Following Fellow's withdrawal from the Program without replacement, SEI will: (a) refund to City a lump-sum amount equal to the remaining Living Stipend and End of Program Award that have not been distributed to Fellow at time of withdrawal and (b) if applicable, return to City the remaining balance of any reimbursement account for additional funds as set out in the Program Plan. If Fellow withdraws before any installment of SEI's fee is due, City will have no obligation to pay that installment and SEI will have no obligation to refund any amounts corresponding to the remaining Living Stipend and End of Program Award for the period following the installment due date.

Appendix 1

SEI Pre-Existing Consultant Materials

The training materials below have been developed by and are exclusively owned by the SEI. SEI shall retain all of its rights, title and interest in all Pre-Existing Materials and Contract Materials herein.

1. Home Energy Assessment (SEI copyright 10/21/13)
2. Home Water Assessment (SEI copyright 11/20/13)
3. School Energy Assessment (SEI copyright 2/7/13)
4. School Water Assessment (SEI copyright 1/29/13)
5. Low Flow Toilet Assessment (SEI copyright 10/6/14)
6. School Transportation Assessment (SEI copyright 11/5/14)
7. Eco Audit (SEI copyright 4/24/13)
8. School Solar Analysis (SEI copyright 10/9/13)
9. Home Solar Analysis (SEI copyright 9/10/14)
10. School Energy Use and Solar Monitoring (SEI copyright 10/14/13)
11. Solar USB Charger (SEI copyright 2/12/15)
12. Solar Water Heating (SEI copyright 5/1/15)
13. Aquaponics (SEI copyright 10/28/15)
14. Watersheds & Public Water Systems (SEI copyright 7/24/15)
15. Biomimicry (SEI copyright 10/30/15)
16. Engineering Aquatic Ecosystems (SEI copyright 9/21/15)
17. Climate Change (SEI copyright 12/1/18)
18. Air Quality (SEI copyright 3/3/2020)
19. Sustainability Certificates: Energy (SEI copyright 1/15/13), Green Building (SEI copyright 1/29/13), Green Transportation (SEI copyright 4/11/13), Energy Auditing (SEI copyright 10/29/13), Solar (SEI copyright 11/9/15), Sustainable Enterprise (SEI copyright 10/23/13), and Zero Net Energy (SEI copyright 1/3/16)
20. Energy Conservation Competition Resources: Competition Launch Lesson Plan (High school & Elementary), Student Team Competition Intro Lesson PowerPoint, Competition Participation Guide, SEI Walk-Through Audit Guide, Energy Conservation Action Plan Template, Competition Action Ideas, and PowerPoint Template Energy Competition Presentation to School Community (SEI copyright 2/20/15)
21. Guides: Energy Conservation Guide (SEI copyright 10/17/13), School Zero Waste Guide (SEI copyright 6/26/15), School Sustainability Policy (SEI copyright 9/18/14), and Sustainability Fair Guide (SEI copyright 10/24/13), and Water Conservation Guide (SEI copyright 2/1/16)
22. Elementary & Middle School Resources: School Energy Audit Grades 4-8 (SEI copyright 4/3/12), Protect Your Climate Grade 4-5 (SEI copyright 7/19/12), Sustainability Curriculum Grades K-1 (SEI copyright 7/31/14), and Sustainability Curriculum Grades 2-3 (SEI copyright 10/17/15)
23. Innovations in Green Technology, Energy and Environmental Design, and Sustainable Urban Planning Courses: CTE Energy, Environment, & Utilities courses (SEI copyright 8/15/15)
24. SEI Energy & Solar Monitoring Tool (SEI copyright 8/19/13)
25. Making the Financial Case for Sustainability Investments (SEI copyright 5/31/13)
26. Sustainable Practices Certificate Program (SEI copyright 4/25/2008)
27. Energy Innovation Center Tour Guide (SEI copyright 2/3/2014)
28. Clean Energy Technology Management Certificates and Degree (SEI copyright 5/5/2012)
29. Solar Installation and Integration Course (SEI copyright 7/9/2008)
30. Introduction to Clean Energy Concepts Course (SEI copyright 2/9/2010)
31. Solar Design, Estimation and Sales Course (SEI copyright 3/17/2010)
32. West Valley College Green Building and Energy Auditing Courses (11/9/2009)
33. Climate Corps Program (8/1/2010)
 - a. Including the following Fellow work products

- i. Scope of work
- ii. Monthly progress reports
- iii. Fellow performance reviews
- iv. Skyline College guest lecture
- v. Program metrics
- vi. End of program “Symposium” poster
- vii. Program feedback surveys

EXHIBIT B

COMPENSATION SCHEDULE
AND HOURLY FEES

Program Plan

Fellow service information

Number of Fellows	1
Service Term	Full Cycle: 10 months from Fellow start date, not to exceed the terms of this agreement unless agreed upon in writing by the Parties herein. Tentative cycle dates: September 1, 2023 to June 30, 2024
Standard Hours	Full Cycle: 1,764 total hours, allocated as follows: • 1,464 hours of on-site service with City ("on-site hours") • 140 hours of training led by SEI ("training hours") • 160 hours of vacation, holiday and sick time (VHS)
Human Resources	0 Fellow(s) will require either a Tuberculosis (TB) Risk Assessment or TB test because they will have contact with vulnerable populations (children, elderly, disabled, etc) as part of their scope of work. Climate Corps Fellows are required to have COVID vaccination Climate Corps Fellows will also complete either a State and/or Federal background check. Partners who require the results of background checks or other background checks may request Fellows to complete a separate background check directly.

Total fee

Amount	\$ 49,000
Timing	• City shall make 10 equal monthly payments of \$4,900, based on invoices received, for base services satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

Reimbursable Expenses

There are no reimbursable expenses.

EXHIBIT C CITY-FURNISHED FACILITIES

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

When in-person work is allowed, City will provide Fellow with adequate workspace, a reasonably comfortable work environment, access to a computer with internet connectivity, and other support resources reasonably necessary for Fellow to complete his or her work.

While working remotely, individual Site Supervisors will plan for IT logistics like computer, WiFi, and other technological equipment needed at the Fellows' home, account and software access, and/or setting up remote VPNs. Fellows should alert their Site and Regional Supervisors immediately if they face any logistical hurdles to remote work, such as WiFi challenges, remote account access or VPNs.



CITY COUNCIL REPORT

9E

DATE: JULY 18, 2023

TO: MAYOR AND COUNCILMEMBERS

FROM: STACY SHELL, HUMAN RESOURCES DIRECTOR

SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES' ASSOCIATION (PPEA) FOR THE PERIOD OF JULY 1, 2023 – JUNE 30, 2025

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and Pinole Police Employees' Association ("PPEA") for the period of July 1, 2023 – June 30, 2025.

BACKGROUND

The current MOU between the City and PPEA expired on June 30, 2023. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of PPEA must meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

Prior to the commencement of this round of negotiations, the City undertook a thorough review of the current MOU. The City's labor relations consultant, IEDA, reviewed the MOU for potential clean up and clarifying matters, as had frontline Human Resources and Finance staff.

During the negotiations process, the PPEA and the City exchanged a number of economic and non-economic proposals and counter proposals.

REVIEW AND ANALYSIS

The City's negotiating team first met with PPEA on March 15, 2023, to commence negotiations for a successor MOU. During the negotiation process, the City and PPEA met five (5) times, with the exchange of proposals occurring throughout. After meeting and conferring, including the exchanging of counter proposals, the City and PPEA reached a Total Tentative Agreement (TTA) on May 18, 2023. PPEA members met and notified the City that the membership ratified the TTA on June 7, 2023.

The successor agreement (Exhibit A to the attached resolution) is for a two (2) year period. Outlined below are the significant economic changes to the existing Memorandum of Understanding (MOU) for the period of July 1, 2023 – June 30, 2025. A summary of all the changes to the MOU are reflected in the TTA on Attachment B.

Cost of Living Adjustment

A Cost-of-Living Adjustment (COLA) of 4% effective the first full pay period following June 30, 2023 and another 4% COLA effective the first full pay period following June 20, 2024.

Equity Adjustment

Based on the City's desire to attract and retain quality employees, the City and PPEA agreed to an equity adjustment to the employees' base hourly rate in order to increase employees' salary commensurate to comparator agencies.

- An equity adjustment of 3% effective the first full pay period following June 30, 2023 and another 3% equity adjustment effective the first full pay period following June 30, 2024.

Longevity Pay

Enhancement of longevity pay from 3% at 15 years of service to 3% at 10 years of service effective the first full pay period following June 30, 2023.

Educational Degree Pay

Under the prior MOU, Education Degree Pay provides 2.5% incentive pay for each POST (Commission on Peace Officer Standards and Training) intermediate or advanced certificate obtained and 2.5% incentive pay for an associate or bachelor's degree earned with a 5% maximum incentive pay for combined certifications and/or degrees.

During labor negotiations, the parties agreed to modify and enhance educational degree pay by the removal the associate degree and replacement with a master's degree and increase the maximum incentive pay limit to 7.5% for combined certifications and/or degrees (i.e. an employee with a master's degree and an advanced POST certificate would be eligible for 7.5% incentive pay).

To be eligible for education degree pay, an employee must hold a degree or certificate beyond their job classification minimum requirements.

The parties also agreed to enhance tuition reimbursement from \$600 to \$2,000 annually.

Bilingual Pay

After successfully passing an oral and written examination, an employee shall receive 3% bilingual pay.

Life Insurance Benefit

Enhancement of life insurance benefit from \$40,000 to one times (1x's) the employee's annual salary effective the first full pay period following June 30, 2023.

In addition to the economic proposals listed above, the City agreed to include language in the MOU pertaining to other non-economic provisions related to specialty pay assignments, retiree medical benefits, shift differential for Dispatchers, holiday pay and uniform allowance payments, and probation period for lateral Police Officer or Police Sergeant, as listed below:

- Update specialty assignment title "Crime Prevention" to "Community Outreach".
- Revise language to clarify (not modify) the retiree medical benefit provisions.
- Update shift differential language for Dispatchers working graveyard to align with current practice.
- Modify holiday pay and uniform allowance payment schedule to be issued bi-weekly instead of bi-annually.
- Probationary period for lateral Police Officer or Police Sergeant shall be twelve (12) months.

All economic and non-economic revisions, agreed to by the City and PPEA, in addition to other formatting or housekeeping changes, are identified in the attached redline version of the MOU between the City and PPEA (Attachment C).

The City continues to appreciate the willingness of our employees to complete negotiations in a cooperative spirit and we are pleased to be able to provide an increase in our employees' base salaries and total compensation. This agreement represents an amenable compromise between the City and our employees and will increase retention and recruitment of experienced employees.

FISCAL IMPACT

The total cost of the provisions for this bargaining unit under a two-year agreement is estimated at \$1,389,704. However, the adopted FY 2023/24 Operating and Capital Budget already included a 3% COLA, so the net additional total cost is estimated at \$938,890.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

ATTACHMENTS

- A Resolution
Exhibit A - Memorandum of Understanding between the City of Pinole and Pinole Police Employees' Association for the period of July 1, 2023 – June 30, 2025
- B Total Tentative Agreement – signed May 18, 2023 and ratified June 7, 2023
- C Redlined Memorandum of Understanding between the City of Pinole and Pinole Police Employees' Association

RESOLUTION 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES'
ASSOCIATION FOR THE PERIOD OF JULY 1, 2023 – JUNE 30, 2025**

WHEREAS, the Memorandum of Understanding between the City of Pinole and Pinole Police Employees' Association ("PPEA") expired on June 30, 2023; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of PPEA to negotiate a successor agreement; and

WHEREAS, representatives of the City and PPEA reached a Total Tentative Agreement for a successor Memorandum of Understanding on May 18, 2023, and

WHEREAS, the City agreed to retroactivity of the economic changes to the Memorandum of Understanding effective the first full pay period following June 30, 2023; and

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2023 – June 30, 2025, was ratified by the membership of PPEA on June 7, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and PPEA for the period of July 1, 2023 – June 30, 2025, as provided in Exhibit A, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on July 18, 2023 the by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 18th day of July, 2023.

Heather Bell, CMC
City Clerk

City of Pinole

MEMORANDUM OF UNDERSTANDING



POLICE
Between the City of Pinole and
the Pinole Police Employees'
Association

July 1, 2023 to June 30, 2025

PINOLE POLICE EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

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ARTICLE 1. RECITALS

The City of Pinole ("City") and the Pinole Police Employees Association ("Association") have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives Defined

The Association may designate at least one (1) employee and not more than three (3) employees as its association representative(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

3.02 Time Off for “Meet and Confer”

The City shall afford said association representative(s) reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

3.03 Notice to Supervisors

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

3.04 Release Time for General Membership Meetings

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or their designee within seven (7) calendar days of such meeting to be held.

3.05 Emergency General Membership Meetings

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or their designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six (6) meeting maximum for the calendar year.

An emergency meeting is defined as a "serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

3.06 Association Activities

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or their designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank.

Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty- four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

General Wage Increases

FY23-24

Effective the first full pay period after June 30, 2023 and following ratification by the Association and adoption by the City Council, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by four percent (4%) of those in effect as of June 30, 2023.

FY24-25

Effective the first full pay period after June 30, 2024, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by four percent (4%) of those in effect as of June 30, 2024.

Market Equity Adjustments

FY23-24

Effective the first full pay period after June 30, 2023, and following ratification by the Association and adoption by the City Council, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2023.

FY24-25

Effective the first full pay period after June 30, 2024, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2024.

4.02 Longevity Pay

Employees will receive an additional 3% increase of their base hourly rate when they have reached ten (10) years of continuous service with the City of Pinole.

4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

Advancement within a salary range, following new hire appointment, is based on performance, requires the approval of the City Manager, and shall be effective at the beginning of a pay period.

Employees are eligible for their first salary range advancement after completion of their FTO training and upon a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance within the salary range upon successful completion of their 18-month probationary period; and after every twelve (12) months of satisfactory service performance until they reach the top of the salary range.

The City Manager, with the recommendation of the Department Head, and based upon meritorious service under exceptional circumstances may provide an employee a salary range increase greater than one (1) salary step.

4.04 Promotional Probationary/Increment within Range (Sworn)

A sworn employee who is promoted to a higher classification is eligible for advancement within the salary range after twelve (12) months from the promotion appointment and satisfactory service performance.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may receive a City take home vehicle. Authorization for the take home vehicle may be rescinded at any time by the Chief.

Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay at the rate of:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

Designated employees assigned to stand-by are required to remain continuously available for the time period assigned.

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the

Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and/or Sergeants assigned a canine shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay as full compensation for canine duties. This constitutes compensation for handling of the dog both on duty and off duty. The parties agree that this provision meets Fair Labor Standards Act (FLSA) provisions. Canine Pay shall apply to all sworn Police Department employees assigned a canine owned by the City and used for Police Department business.

5.03 Motorcycle Traffic Patrol

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

5.04 Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.06 Community Outreach

One Officer and one Sergeant assigned to Community Outreach shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's base hourly rate while performing the duties of Corporal.

5.08 Bilingual Pay

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional three percent (3%) of their base wage

rate of pay. The City retains the discretion to determine which classifications/positions and which languages are eligible.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For full- time regular employees, the City shall contribute toward the employee’s health premium based on employees’ coverage eligibility as follows:

Rates: 2023 Kaiser

One Party Coverage:	\$ 913.74
Two Party Coverage:	\$1,827.48
Family Coverage:	\$2,375.72

The City contribution towards employee health care premiums will be up to the 2022 CalPERS Kaiser rates for one-party, two-party and family coverage. Effective January 1, 2024, the City contribution towards employee health care will be the 2023 CalPERS Kaiser rates for one-party, two- party and family coverage. Effective January 1, 2025, the City contribution towards employee health care will be the 2024 CalPERS Kaiser rates for one-party, two- party and family coverage.

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

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by

the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
 - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
 - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
 - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

CalPERS Credited Years of Earned Service	Percentage of City Contribution Based On The State's Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

6.04 Flexible Benefits Plan

Effective January 1, 2023, the City will establish and pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly.

scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

During the term of this MOU the City agrees to provide orthodontic coverage for the employee plus two or more dependents with the City paying up to the family premium for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

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

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at at one times (1x) the employee’s annual base wage. Selection of the carrier is at the discretion of the City. Additional

coverage may be purchased at the employee's expense.

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and their eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 Public Safety Plan Defined

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- Tier I – Sworn employees hired prior to January 1, 2013 – 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II – Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits - This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave - Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 – Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

Tier II (PEPRA) - Sworn employees shall pay the amount required by CalPERS.

9.03 CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion be a shared cost as outlined below:

- a) Classic Safety employees cost share retirement contribution shall be fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate).

9.04 Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 – 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPRA.

9.06 CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate will be a shared cost as outlined below:

- a. Classic Miscellaneous employees cost share retirement contribution shall be fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate).

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e., sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular straight-time rate of pay.

10.03 Compensatory Time Off

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall accrue one and one-half hour of compensatory time.

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall use one hour of compensatory time from their accrual bank. If an employee does not have compensatory time available, they will be charged one hour of vacation time from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

The City agrees to pay a shift differential of 5% of base hourly rate as follows:

- Sergeants or Officers who work the "night team" shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers who work the "night team" shift during the hours of 7:00 p.m. to 7:00 a.m.

Shift Differential shall only be paid for hours actually worked.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the Officer or Sergeant reports to the Police Station.

12.02 Definition of Call Back Pay for Non-Sworn

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift, meetings requested by the affected employee, or employee participation in promotional processes.

Employees called back to duty under this sub-section shall receive compensation for a minimum of three (3) hours or actual time worked, whichever is more.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Requirement for "Call In" to Police Hot Line

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or their designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

14.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.03 Extenuating Circumstances for Use of Sick Leave

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

Once an employee reaches their vacation accrual maximum they will no longer accrue

vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for twelve (12) holidays as follows: 12 holidays at 8 hours each, times 1.3, totaling 124.8 hours of holiday pay. Employees are compensated at the employee's base hourly rate and will be paid a pro-rated basis each pay period within the calendar year. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1 st	New Year's Day
Third Monday in January	Martin Luther King's Birthday Third Monday in
February	President's Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
First Monday in September	Labor Day November 11 Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

16.06 Pay for Actual Holidays Worked-Dispatchers

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4th, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the base hourly rate and will not receive holiday pay.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$1,000 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance on a pro-rated basis each pay

period within the calendar year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance on a pro-rated basis each pay period within the calendar year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or
- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

17.06 Other Provisions

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

18.03 Amount of Safety Equipment Allowance

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

18.05 Body Armor

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

18.06 Issuance of City Owned Safety Equipment

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

18.07 Other Provisions

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or their designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their base hourly rate.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at their discretion.

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or their designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

20.03 Designation of a Dispatcher as a Trainer

The Police Chief and/or their designee may designate a Dispatcher as a Trainer at their discretion.

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5)% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or their designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS

21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims

The City shall pay a total of thirty-five dollars (\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Certificate Pay

The City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- Intermediate POST Certificate 2.5% of base salary
- Advanced POST Certificate 2.5% of base salary
- Bachelor’s Degree 2.5% of base salary
- Master’s Degree 2.5% of base salary

This Educational Degree/Certificate Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description.
The education incentive amounts above can compound subject to sub-section 23.02.

23.02 Maximum Amount Provided

The maximum Educational Degree/Certificate Pay for which an employee is eligible is seven and one-half percent (7.5%) of base salary. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

Upon completion of the course(s) with a passing grade of “C” or better, or “pass” if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of two thousand dollars (\$2,000) per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of their final grade.

All education or other training courses approved under this program shall be

completed on an employee's own time and at their own expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City's "Travel and Training Policy."

24.02 Training Day Hours-Out of Town

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at the base hourly rate. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. No background shall be performed on a Member of this association except as required by law.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules, except as provided below:

- (a) The probationary periods for lateral sworn Sergeants, and lateral sworn Officers shall be twelve (12) months.
- (b) The promotional probationary period for sworn Sergeants shall be twelve (12) months.

26.02 Probationary Period Non-Sworn

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of their immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify their immediate supervisor or the Chief of Police prior to the time set to begin their next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

29.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by their recognized employee organization, an attorney or may represent him or herself in preparing and presenting their grievance at any level of review.
- b. The employee and their representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

Step 1.

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

Step 2.

If the grievance is not resolved through the informal discussions, the

aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with their immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

Step 3.

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10) calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular base hourly rate compensation during their normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

29.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board

procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 30. SCOPE AND SEVERABILITY

30.01 Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

The City and the Association acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

30.02 If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

[TERM AND SIGNATURES ON NEXT PAGE]

ARTICLE 31. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, 2023 through June 30, 2025.

The parties shall schedule their first meeting to negotiate a successor agreement no later than April 1, 2025.

For the City of Pinole:

_____ Andrew Murray, City Manager	_____ Date
_____ Stacy Shell, HR Director	_____ Date
_____ Charlene Davis, HR Analyst	_____ Date

For the Pinole Police Employees Association:

_____ Jon Roberts, President	_____ Date
_____ Brett Bennett, Team Member	_____ Date
_____ Barry Duggan, Team Member	_____ Date
_____ Scott Russo, Team Member	_____ Date
_____ Jim Bickert, Business Agent	_____ Date

ATTACHMENT A City of Pinole Salary Schedules

2023 Salary Schedule (Effective 07/03/2023)

PPEA @ 07/03/2023	A		B		C		D		E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Community Safety Specialist	5,788.18	33.3934	6,077.60	35.0631	6,381.49	36.8163	6,700.57	38.6571	7,035.60	40.5900
Dispatcher	6,582.56	37.9763	6,911.69	39.8752	7,257.29	41.8690	7,620.16	43.9624	8,001.17	46.1606
Lead Dispatcher	7,046.31	40.6518	7,398.64	42.6844	7,768.58	44.8187	8,157.01	47.0597	8,564.87	49.4127
Police Officer	8,343.75	48.1370	8,760.95	50.5439	9,199.00	53.0712	9,658.96	55.7248	10,141.92	58.5111
Police Sergeant	9,773.67	56.3866	10,262.37	59.2060	10,775.50	62.1663	11,314.28	65.2747	11,880.01	68.5385

2024 Salary Schedule (Effective 07/01/2024)

PPEA @ 07/01/2024	A		B		C		D		E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Community Safety Specialist	6,193.36	35.7309	6,503.03	37.5175	6,828.19	39.3934	7,169.61	41.3631	7,528.09	43.4313
Dispatcher	7,043.34	40.6346	7,395.51	42.6664	7,765.29	44.7998	8,153.57	47.0398	8,561.25	49.3919
Lead Dispatcher	7,539.56	43.4974	7,916.54	45.6724	8,312.38	47.9560	8,728.01	50.3539	9,164.42	52.8716
Police Officer	8,927.81	51.5066	9,374.21	54.0820	9,842.93	56.7862	10,335.09	59.6255	10,851.86	62.6069
Police Sergeant	10,457.83	60.3336	10,980.73	63.3504	11,529.78	66.5180	12,106.28	69.8439	12,711.61	73.3362

City of Pinole and Pinole Police Employees' Association
Negotiations 2023 –Conceptual Total Tentative Agreement
May 17, 2023

Conceptual Total Tentative Agreement

The following is a conceptual Total Tentative Agreement (TTA) between the City of Pinole ("City") and the Pinole Police Employees' Association ("Association") with the understanding and expectation that the City and the Association will reduce this conceptual TTA to final contract language acceptable to both Parties in a successor Memorandum of Understanding. Proposals not specifically referenced are considered withdrawn by their respective parties and shall not be included in a successor MOU. All terms and conditions are subject to ratification and adoption by the Parties' principals. The following items are to be included in a successor agreement as tentatively agreed to herein:

- PPEA No. 1, 4.01 Salaries

FY23-24: FFPP after June 30, 2023, a total wage increase of seven percent (7%) comprised of a four percent (4%) COLA and a three percent (3%) equity adjustment.

FY24-25: FFPP after June 30, 2024, a total wage increase of seven percent (7%) comprised of a four percent (4%) COLA and a three percent (3%) equity adjustment.

- PPEA No. 2, 4.02 Longevity Pay

Employees who have completed ten (10) years of continuous service with the City of Pinole will receive an additional 3% of base wage the first full pay period thereafter. The fifteen (15) year longevity "mark" will be struck.

- PPEA No. 4, 23. Educational Incentive Programs

Cap will be 7.5%.

- PPEA No. 6, 11.01 Eligibility/Amount Shift Differential Pay (3/30/2023)

- PPEA No. 7, (New) 5.8 Bilingual Pay

5.08 Bilingual Pay

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional three percent (3%) of their base wage rate of pay. The City retains the discretion to determine which classifications/positions and which languages, are eligible.

- PPEA No. 9, 5.06 Crime Prevention

Keep Sergeant, change to Community Outreach.

- PPEA No. 10, 26.01 Probation Period

Probation for "lateral" Officer and "lateral" Sergeant shall be twelve (12) months.

City of Pinole and Pinole Police Employees’ Association
Negotiations 2023 –Conceptual Total Tentative Agreement
May 17, 2023

- City No. 1, 6.02 Retiree Medical Benefits (5/4/2023)
- City No. 2, 8.01 Life Insurance (4/20/2023)
- City No. 3, 16.01 Holiday Pay-Sworn (4/20/2023)
- City No. 4, 17. Clothing Allowance (4/20/2023)

For the Association:



May 18, 2023

Jim Bickert (May 18, 2023 08:59 PDT)

Jim Bickert, Chief Negotiator

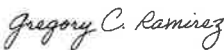


May 18, 2023

Jon Roberts (May 18, 2023 09:15 PDT)

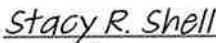
Jon Roberts, President

For the City:



May 18, 2023

Gregory Ramirez, Chief Negotiator



May 18, 2023

Stacy R. Shell (May 18, 2023 09:26 PDT)

Stacy Shell, Human Resources Director

Pinole_PPEA_Conceptual_Total_Tentative_Agreement_20230517

Final Audit Report

2023-05-18

Created:	2023-05-18
By:	Gregory Ramirez (gramirez@ieda.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAwnkYXq0GVaCC0yxgTfcc6TjvVvCDq5FB

"Pinole_PPEA_Conceptual_Total_Tentative_Agreement_20230517" History

-  Document created by Gregory Ramirez (gramirez@ieda.com)
2023-05-18 - 3:33:45 AM GMT
-  Document emailed to jbickert@rslawyers.com for signature
2023-05-18 - 3:39:36 AM GMT
-  Email viewed by jbickert@rslawyers.com
2023-05-18 - 3:57:28 PM GMT
-  Signer jbickert@rslawyers.com entered name at signing as Jim Bickert
2023-05-18 - 3:59:20 PM GMT
-  Document e-signed by Jim Bickert (jbickert@rslawyers.com)
Signature Date: 2023-05-18 - 3:59:22 PM GMT - Time Source: server
-  Document emailed to jroberts@ci.pinoles.ca.us for signature
2023-05-18 - 3:59:23 PM GMT
-  Email viewed by jroberts@ci.pinoles.ca.us
2023-05-18 - 4:00:24 PM GMT
-  Signer jroberts@ci.pinoles.ca.us entered name at signing as Jon Roberts
2023-05-18 - 4:15:02 PM GMT
-  Document e-signed by Jon Roberts (jroberts@ci.pinoles.ca.us)
Signature Date: 2023-05-18 - 4:15:04 PM GMT - Time Source: server
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2023-05-18 - 4:15:05 PM GMT



Adobe Acrobat Sign

 Email viewed by sshell@ci.pinoe.ca.us

2023-05-18 - 4:15:45 PM GMT

 Signer sshell@ci.pinoe.ca.us entered name at signing as Stacy R. Shell

2023-05-18 - 4:26:12 PM GMT

 Document e-signed by Stacy R. Shell (sshell@ci.pinoe.ca.us)

Signature Date: 2023-05-18 - 4:26:14 PM GMT - Time Source: server

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2023-05-18 - 4:26:16 PM GMT

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2023-05-18 - 4:40:05 PM GMT

 Document e-signed by Gregory Ramirez (gramirez@ieda.com)

Signature Date: 2023-05-18 - 4:40:17 PM GMT - Time Source: server

 Agreement completed.

2023-05-18 - 4:40:17 PM GMT



City of Pinole

MEMORANDUM OF UNDERSTANDING



POLICE
Between the City of Pinole and
the Pinole Police Employees'
Association

July 1, ~~2022-2023~~ to June 30, ~~2023~~2025

PINOLE POLICE EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

Table of Contents

ARTICLE 1. RECITALS

The City of Pinole ("City") and the Pinole Police Employees Association ("Association") have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives Defined

The Association may designate at least one (1) employee and not more than three (3) employees as its association representative(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

3.02 Time Off for “Meet and Confer”

The City shall afford said association representative(s) reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

3.03 Notice to Supervisors

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

3.04 Release Time for General Membership Meetings

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or ~~his/her~~their designee within seven (7) calendar days of such meeting to be held.

3.05 Emergency General Membership Meetings

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or ~~his/her~~their designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six(6) meeting maximum for the calendar year.

An emergency meeting is defined as a “serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

3.06 Association Activities

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or ~~his/her~~their designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank. Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty- four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

General Wage Increases

~~FY22FY23-2324~~

Effective the first full pay period after June 30, ~~2022-2023~~ and following ratification by the Association and adoption by the City Council, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by ~~three percent (3%)~~ four percent (4%) of those in effect as of June 30, ~~2022~~2023.

FY24-25

Effective the first full pay period after June 30, 2024, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by four percent (4%) of those in effect as of June 30, 2024.

Market Equity Adjustments

FY22FY23-2324

Effective the first full pay period after June 30, ~~2022-2023~~, and following ratification by the Association and adoption by the City Council, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, ~~2022~~2023.

FY24-25

Effective the first full pay period after June 30, 2024, and concurrent with the above general wage increase to the salary table, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2024.

4.02 Longevity Pay

Employees will receive an additional 3% increase of their base hourly rate when they have reached ~~15-ten (10)~~ years of continuous service with the City of Pinole.

4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

Advancement within a salary range, following new hire appointment, is based on performance, requires the approval of the City Manager, and shall be effective at the beginning of a pay period.

Employees are eligible for their first salary range advancement_

after completion of their FTO training and upon a determination of satisfactory service.

Thereafter, an employee with satisfactory service may advance within the salary range upon successful completion of their 18-month probationary period; and after every twelve (12) months of satisfactory service performance until they reach the top of the salary range.

The City Manager, with the recommendation of the Department Head, and based upon meritorious service under exceptional circumstances may provide an employee a salary range increase greater than one (1) salary step.

4.04 Promotional Probationary/Increment within Range (Sworn)

A sworn employee who is promoted to a higher classification is eligible for advancement within the salary range after twelve (12) months from the promotion appointment and satisfactory service performance.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may receive a City take home vehicle. Authorization for the take home vehicle may be rescinded at any time by the Chief.

Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay at the rate of:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

Designated employees assigned to stand-by are required to remain continuously available for the time period assigned.

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and/or Sergeants assigned a canine shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay as full

compensation for canine duties. This constitutes compensation for handling of the dog both on duty and off duty. The parties agree that this provision meets Fair Labor Standards Act (FLSA) provisions. Canine Pay shall apply to all sworn Police Department employees assigned a canine owned by the City and used for Police Department business.

5.03 Motorcycle Traffic Patrol

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

5.04 Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.06 ~~Crime Prevention~~Community Outreach

One Officer and one Sergeant assigned to ~~Crime Prevention~~Community Outreach shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's base hourly rate while performing the duties of Corporal.

5.08 Bilingual Pay

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional three percent (3%) of their base wage rate of pay. The City retains the discretion to determine which classifications/positions and which languages are eligible.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For full- time regular employees, the City shall contribute toward the employee’s health premium based on employees’ coverage eligibility as follows:

Rates: ~~2021-2023~~ Kaiser

One Party Coverage:	\$ 813.64 <u>913.74</u>
Two Party Coverage:	\$1,627.28 <u>1,827.48</u>
Family Coverage:	\$2,115.46 <u>2,375.72</u>

~~Effective July 18, 2022, the~~ The City contribution towards employee health care premiums will be up to the ~~2021-2022~~ CalPERS Kaiser rates for one-party, two-party and family coverage. Effective January 1, ~~2023~~2024, the City contribution towards employee health care will be the ~~2022-2023~~ CalPERS Kaiser rates for one-party, two- party and family coverage. Effective January 1, 2025, the City contribution towards employee health care will be the 2024 CalPERS Kaiser rates for one-party, two- party and family coverage.

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

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and

applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
 - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
 - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
 - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

<u>CalPERS Credited Years of Earned Service</u>	<u>Percentage of City Contribution Based On The State's Rate</u>
<u>10</u>	<u>50</u>
<u>11</u>	<u>55</u>
<u>12</u>	<u>60</u>
<u>13</u>	<u>65</u>
<u>14</u>	<u>70</u>
<u>15</u>	<u>75</u>
<u>16</u>	<u>80</u>
<u>17</u>	<u>85</u>
<u>18</u>	<u>90</u>
<u>19</u>	<u>95</u>
<u>20 or more</u>	<u>100</u>

- ~~Existing retirees retain their retiree health contribution rate.~~
- ~~Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.~~
- ~~Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:~~

~~(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:~~

Credited	Percentage of
Years	Employer
of Service	Contributi
on 10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

~~This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:~~

~~(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health-benefit plan premiums for an employee or annuitant enrolled for self-alone,~~

~~during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.~~

~~(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.~~

~~(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.~~

~~(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.~~

~~(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.~~

~~(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.~~

~~(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:~~

~~(1) Retired for disability;~~

~~(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.~~

~~(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject.~~

~~The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.~~

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

6.04 Flexible Benefits Plan

Effective January 1, 2023, the City will establish and pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting "employee only" coverage and those selecting "employee plus one dependent" coverage, the City's contribution shall not exceed the lesser of the "employee only" or "employee plus one dependent" monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly.

scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

During the term of this MOU the City agrees to provide orthodontic coverage for the employee plus two or more dependents with the City paying up to the family premium for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

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

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at ~~\$40,000 each~~ at one times (1x) the employee’s annual base wage. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee’s expense.

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and ~~his/her~~ their eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 Public Safety Plan Defined

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety

Employees, the contract offers the following options:

- Tier I – Sworn employees hired prior to January 1, 2013 – 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II – Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits - This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave - Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 – Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

~~Sworn employees in~~ Tier II (PEPRA) - Sworn employees shall pay the amount required by CalPERS.

9.03 CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion be a shared cost as outlined below:

- a) ~~Effective the pay period which includes July 1, 2022,~~ Classic Safety employees cost share retirement contribution shall be ~~reduced to~~ fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate).

9.04 Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 – 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.
- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPRA.

9.06 CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial

calculations. The City and the Association agree that the Employer Contribution Rate will be a shared cost as outlined below:

- a. ~~Effective the pay period which includes July 1, 2022,~~ Classic Safety Miscellaneous employees cost share retirement contribution shall be ~~reduced to~~ fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate).

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e., sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular straight-time rate of pay.

10.03 Compensatory Time Off

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave

balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall accrue one and one-half hour of compensatory time.

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall use one hour of compensatory time from their accrual bank. If an employee does not have compensatory time available, they will be charged one hour of vacation time from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

The City agrees to pay a shift differential of 5% of base hourly rate as follows:

- Sergeants or Officers who work the “night team” shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers ~~assigned to~~who work the “night team” shift ~~from~~during the hours of 7:00 p.m. to 7:00 a.m.

Shift Differential shall only be paid for hours actually worked.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee’s base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. “Call Back” time begins when the Officer or Sergeant reports to the Police Station.

12.02 Definition of Call Back Pay for Non-Sworn

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be compensated at time and one half the employee's base hourly rate commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift, meetings requested by the affected employee, or employee participation in promotional processes.

Employees called-back to duty under this sub-section shall receive compensation for a minimum of three (3) hours or actual time worked, whichever is more.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Requirement for "Call In" to Police Hot Line

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or his/her/their designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

14.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.03 Extenuating Circumstances for Use of Sick Leave

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for twelve (12) holidays as follows: 12 holidays at 8 hours each, times 1.3, totaling 124.8 hours of holiday pay. Employees are compensated ~~for 62.40 hours, paid~~ at the employee’s base hourly rate and will be paid a pro-rated basis each pay period within the calendar year, twice a year—in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City’s payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or

holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1 st	New Year's Day
Third Monday in January	Martin Luther King's Birthday Third Monday in
February	President's Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
June 19 th 19 th	Juneteenth
July 4 th	Independence Day
First Monday in September	Labor Day November 11 Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

16.06 Pay for Actual Holidays Worked-Dispatchers

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4th, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the base hourly rate and will not receive holiday pay.

~~16.07 Holiday Pay Waiver In-Lieu of Work Furlough – Dispatchers~~

~~In lieu of unpaid work furlough, employees agree to waive twelve (12) days (96 hours) of holiday pay in fiscal year 2010/2011.~~

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$1,000 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance on a pro-rated basis each pay period within the calendar year~~in two equal payments, one in June and one in December of each year.~~

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance on a pro-rated basis each pay period within the calendar year~~in two equal payments, one in June and one in December of each year.~~

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or
- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

17.06 Other Provisions

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

18.03 Amount of Safety Equipment Allowance

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

18.05 Body Armor

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

18.06 Issuance of City Owned Safety Equipment

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

18.07 Other Provisions

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or ~~his/her~~their designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their base hourly rate.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at ~~his/her~~their discretion.

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or ~~his/her~~their designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

20.03 Designation of a Dispatcher as a Trainer

The Police Chief and/or his/her/their designee may designate a Dispatcher as a Trainer at his/her/their discretion.

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5)% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her/their designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS

21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims

The City shall pay a total of thirty-five dollars (\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Certificate Pay

~~Effective the first full pay period after June 30, 2022 the~~ The City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- ~~AA Degree or~~ Intermediate POST Certificate 2.5% of base salary
- ~~BA Degree or~~ Advanced POST Certificate ~~5.0~~2.5% of base salary
- Bachelor's Degree 2.5% of base salary
- Master's Degree 2.5% of base salary

This Educational Degree/Certificate Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description.

The education incentive amounts above ~~do not~~can compound subject to sub-section 23.02.

23.02 Maximum Amount Provided

The maximum ~~education incentive~~Educational Degree/Certificate Pay for which an employee is eligible is ~~five percent (5%)~~seven and one-half percent (7.5%) of base salary. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of ~~\$600~~two thousand dollars (\$2,000) per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of ~~his/her~~their final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at ~~his/her~~their own expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City's "Travel and Training Policy."

24.02 Training Day Hours-Out of Town

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at the base hourly rate. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. No background shall be performed on a Member of this association except as required by law.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules, except as provided below:

(a) The probationary periods for lateral sworn Sergeants, and lateral sworn Officers shall be twelve (12) months.

(a)(b) However, the The promotional probationary period for sworn Sergeants shall be twelve (12) months.

26.02 Probationary Period Non-Sworn

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of ~~his/her~~their immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify ~~his/her~~their immediate supervisor or the Chief of Police prior to the time set to begin ~~his/her~~their next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application

or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

29.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by ~~his/her~~their recognized employee organization, an attorney or may represent him or herself in preparing and presenting ~~his/her~~their grievance at any level of review.
- b. The employee and ~~his/her~~their representative, if any, may use a reasonable amount of work time, as determined by the

appropriate management supervisor, if conferring about and in presenting a grievance.

- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with ~~his/her~~their immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10)

calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular base hourly rate compensation during ~~his/her~~their normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

29.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 30. SCOPE AND SEVERABILITY

30.01 Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

The City and the Association acknowledge that during the negotiations that

resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

- 30.02** If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

[TERM AND SIGNATURES ON NEXT PAGE]

ARTICLE 31. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, ~~2022~~2023 through June 30, ~~2023~~2025.

The parties shall schedule their first meeting to negotiate a successor agreement no later than April 1, ~~2023~~2025.

For the City of Pinole:

<u>Andrew Murray, City Manager</u>	<u>Date</u>
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For the Pinole Police Employees Association:

<u>Jon Roberts, President</u>	<u>Date</u>
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<u>Brett Bennett, Team Member</u>	<u>Date</u>
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<u>Barry Duggan, Team Member</u>	<u>Date</u>
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<u>Scott Russo, Team Member</u>	<u>Date</u>
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<u>Jim Bickert, Business Agent</u>	<u>Date</u>
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Attachment A

City of Pinole Salary Schedules

2023 Salary Schedule (Effective 07/03/2023)

<u>PPEA @ 07/03/2023</u>	A		B		C		D		E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Community Safety Specialist	5,788.18	33.3934	6,077.60	35.0631	6,381.49	36.8163	6,700.57	38.6571	7,035.60	40.5900
Dispatcher	6,582.56	37.9763	6,911.69	39.8752	7,257.29	41.8690	7,620.16	43.9624	8,001.17	46.1606
Lead Dispatcher	7,046.31	40.6518	7,398.64	42.6844	7,768.58	44.8187	8,157.01	47.0597	8,564.87	49.4127
Police Officer	8,343.75	48.1370	8,760.95	50.5439	9,199.00	53.0712	9,658.96	55.7248	10,141.92	58.5111
Police Sergeant	9,773.67	56.3866	10,262.37	59.2060	10,775.50	62.1663	11,314.28	65.2747	11,880.01	68.5385

2024 Salary Schedule (Effective 07/01/2023)

<u>PPEA @ 07/01/2024</u>	A		B		C		D		E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Community Safety Specialist	6,193.36	35.7309	6,503.03	37.5175	6,828.19	39.3934	7,169.61	41.3631	7,528.09	43.4313
Dispatcher	7,043.34	40.6346	7,395.51	42.6664	7,765.29	44.7998	8,153.57	47.0398	8,561.25	49.3919
Lead Dispatcher	7,539.56	43.4974	7,916.54	45.6724	8,312.38	47.9560	8,728.01	50.3539	9,164.42	52.8716
Police Officer	8,927.81	51.5066	9,374.21	54.0820	9,842.93	56.7862	10,335.09	59.6255	10,851.86	62.6069
Police Sergeant	10,457.83	60.3336	10,980.73	63.3504	11,529.78	66.5180	12,106.28	69.8439	12,711.61	73.3362



CITY COUNCIL REPORT

9F

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH CONTRA COSTA COUNTY TO IMPLEMENT AN ENHANCED ENERGY EFFICIENCY/ELECTRIFICATION PILOT PROGRAM IN THE CITY OF PINOLE

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment A) that authorizes the City Manager to execute a service agreement with Contra Costa County for Two Hundred and Fifty Thousand Dollars (\$250,000) to implement an Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program) in the City of Pinole based on the BayREN platform.

BACKGROUND

The City Council allocated funding for a number of Council-directed initiatives in the FY 2021/22 Operating and Capital Budget, including a “weatherization/energy efficiency program”. Funding for this program in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) was carried over to the FY 2022/23 budget and subsequently to the FY 2023/24 budget.

Rather than implement a new, standalone City weatherization/energy efficiency program, City staff collaborated with staff in Contra Costa County’s Department of Conservation and Development to design a pilot program utilizing:

- The County’s existing Weatherization Program; and
- The Bay Area Regional Energy Network (BayREN) program and platform.

The County’s Weatherization Program supports eligible low and/or fixed-income households in conducting a variety of no-cost energy-saving home improvements, such as ceiling insulation, gas furnace repair or replacement, weather-stripping of exterior doors, replacement of broken windows, etc. BayREN is an organization serving the nine Bay Area counties by providing rebates and technical assistance to residents and businesses to implement energy and water efficiency improvements such as installation of a heat pump water heater, sealing HVAC ducts and addition of attic or wall insulation.

The County has agreed to allow the City to use the existing County Weatherization program and the BayREN program to offer Pinole residents additional rebates, above those already provided by the County and BayREN, using the \$250,000 appropriated by the City. Of this appropriation, \$200,000 would go towards the enhanced energy efficiency, electrification, and weatherization rebate incentives to Pinole residents and property owners and \$50,000 would be allocated to marketing/outreach and project administration. This effort is referred to as the Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program).

BayREN Program

The BayREN program is a coalition of the Bay Area's nine counties that promotes resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction. The program offers rebates, funding, and technical assistance to help residents, property owners, business owners, and local governments improve the resource efficiency and carbon footprint of their buildings. It is implemented through a memorandum of understanding between the Association of Bay Area Governments (ABAG) and its nine Bay Area counties and focuses on disadvantaged communities and "hard-to-reach" customers (defined as not having easy access to program information due to language, income, housing type, geographic, or home ownership barriers). BayREN rebates are paid for by utility ratepayer funds through the California Public Utilities Commission, along with other funding sources.

Currently, for residential properties, BayREN offers rebates for eligible energy efficiency projects at single-family and multifamily homes. Examples of eligible upgrades, depending on unit type, include but are not limited to upgraded heating and cooling systems (i.e., replacement with a heat pump HVAC), gas to electric conversions (i.e., replacement of a gas stove with an induction stove), weatherization and insulation (i.e., a new roof or attic insulation) and electrification measures (i.e., electrical panel upgrade). In order to be eligible for a rebate the work must be completed by a BayREN participating contractor partner. The number of Pinole households that participated in the Home BayREN programs since 2015 is shown in **Table 1**, below.

Contra Costa County Low-Income Weatherization Program

Contra Costa County offers a Weatherization Program for eligible low and/or fixed-income households to conduct a variety of no-cost energy-saving home improvements, such as ceiling insulation, gas furnace repair or replacement, weather-stripping of exterior doors, replacement of broken windows, etc. The program is offered County-wide and available regardless of type of unit (e.g., house, apartment, mobile home) or tenure (whether the household owns or rents). Funding is provided by federal and state sources. All testing or measures installed are done by either a licensed contractor or a certified "Weatherization Specialist". The number of Pinole households that participated in the County's Weatherization program since 2015 is shown in **Table 1**, below.

Historical Pinole Participation in Programs

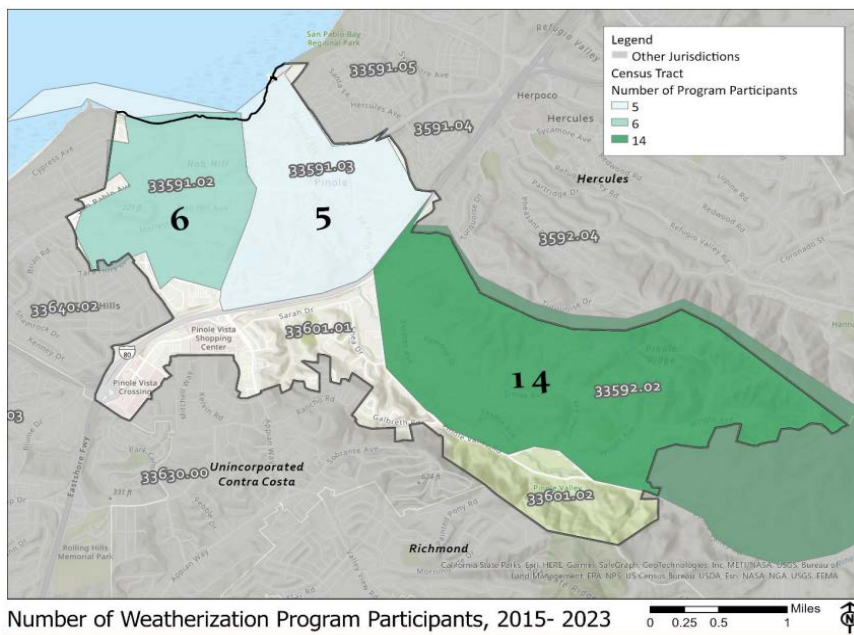
Table 1 below shows the number of households that participated in either the BayREN or County Weatherization program over the last eight years.

Table 1: Number of Participating Pinole Households by Year

	2015	2016	2017	2018	2019	2020	2021	2022
BayREN Home Upgrade Program (2013-2018) and Home+ Program (2019-present)	2	9	3	4	12	7	8	10
County Weatherization Program	5	2	6	1	6	0	1	4

Most of the population of Pinole is concentrated in three census tracts, which all have seen participation in the County's Weatherization Program. Between 2015 and 2022, 25 Pinole households participated in the County's Weatherization Program. **Figure 1** below, from the City's 6th Cycle Housing Element¹, presents the geographic distribution of all 25 households by census tract. The figure shows the majority of Pinole participants were in the higher-resourced census tract in Pinole, which has slightly higher household incomes in comparison to the other two census tracts. Conversely, lower-resourced areas in western Pinole have had fewer past household participation in the Program.

Figure 1: Number of Weatherization Program Participants, by Census Tract, 2015-2023



¹ Available online: https://www.landuseplanningforpinole.com/assets/PinoleHEU_Revised_06-08_23.pdf

DISCUSSION AND ANALYSIS

The proposed Pilot Program involves the City contracting directly with Contra Costa County to support the administration and implementation of enhanced rebates and incentives for single-family and multifamily households in Pinole. The County will be responsible for all program components such as project management, marketing and outreach, data collection, rebate and weatherization upgrade payment administration and reporting. All County responsibilities are detailed in the draft Service Plan, **Attachment B**.

Enhanced Rebates using BayREN Program

Through the existing BayREN program processes, a customer will first consult with BayREN to align on upgrade measures that are eligible for BayREN rebates. Then the customer will hire a BayREN Participating Contractor to conduct the upgrades. Depending on the type of project, once the project is completed, the BayREN Participating Contractor or the applicant will submit the corresponding rebate paperwork to BayREN who will provide an accounting of all measures completed and the full rebate amount under the BayREN program and anticipated or actual incentive amounts received through other programs to the County. Requests for rebates for roof replacements or roof repairs and requests for rebates for panel upgrades will be verified directly by County staff. The County will then issue the Pilot Program rebate amount in the form of a physical check mailed to the property owner within four weeks of verifying qualification.

The maximum incentive level for each measure are listed in Table 1 (Single-Family) and Table 2 (Multifamily) of the Action Plan (**Exhibit A, Attachment B**). Incentive levels vary and depend on the measure itself. In some cases, the rebate amounts are linked to the actual energy savings achieved by the measure. Additional incentive levels for the Pilot Program were chosen to cover between 30 to 40% of average measure cost, taking into account the standard BayREN incentive. The County will use the total cost of each of the project subtracted by the total amount of all other incentives received or anticipated to be received to determine the Pilot Program incentive amount for the project. This will ensure that the incentive amount will not cover more than 100% of the project cost.

Single-Family Customers. The BayREN Home+ Program offers a series of energy efficiency and electrification measures for single-family residential properties. The current BayREN Home+ Program rebate amounts and the additional Pilot Program rebate amounts are listed in Table 1 of the Action Plan (**Exhibit A, Attachment B**).

As an example, an attic insulation project is eligible for a BayREN incentive of \$0.75/square foot, not to exceed \$1,000 per home. The Pilot program offers an additional incentive of up to \$700. An attic insulation project, covering an area of 600 square feet at a cost of \$3,500, would be eligible for a rebate of \$450 from the BayREN Home+ program. County staff, after confirming that the project was completed, would issue an additional rebate of \$700 from the Pinole Pilot program. Combining both rebates would result in a \$1,150 savings, or a 32% rebate on the total cost of the project.

Multifamily Customers. The BayREN Bay Area Multifamily Building Enhancement (BAMBE) Program offers rebates for the completion of building upgrades designed to save 10% or more of a building's energy usage, such as improved HVAC and water heating systems, gas to electric conversions, upgraded lighting and appliances, weatherization and insulation and windows. In addition to the standard BAMBE measures, roof repairs and electrical panel upgrades intended for future electric vehicle (EV) charging infrastructure will also be considered as eligible measures to reduce the implementation cost to the property owner. The current BAMBE rebate amounts and the additional Pilot Program rebate amounts are listed in Table 2 of the Action Plan (**Exhibit A, Attachment B**).

Enhanced Services using Weatherization Program

Under the Pilot Program, the County Weatherization Program will offer additional services, such as roof repairs and electrical panel upgrades at no cost to the resident(s). The County will hire qualified subcontractors to make the roof repairs and electrical panel upgrades. Pinole residents who wish to participate in the Pilot Program will go through the standard County Weatherization Program. When the project has been deemed eligible for the County Weatherization Program, County Weatherization Program team would evaluate whether a roof repair or electrical panel upgrade is needed. If it is determined that any of these additional measures are needed, the County Weatherization Program would have a roofing contractor or electrical panel upgrade contractor (electrician) complete the work at no cost to the resident (and paid for using the Pilot Program funding).

Incentives

With respect to incentives, the Pilot Program would offer increased incentive rebate amounts for select existing energy efficiency and building electrification measures already offered through BayREN, and additional measures beyond those currently offered by the County low-income Weatherization Program and BayREN. Increased incentive amounts and expanded range of measures are specified in **Exhibit A, Attachment B**, and are not to exceed a total Two-Hundred Thousand Dollars (\$200,000).

The incentive structure and expanded list of measures build upon the City's goals to optimize energy efficiency (Sustainability Element Goal SE.4), explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation (Sustainability Element Policy SE.4.2), and explore funding mechanisms funding sources and mechanisms for energy efficiency improvements for residences (Sustainability Element Action SE.4.4.5). The rebate structure was carefully calibrated in collaboration with County staff such that the enhanced rebate offered by Pinole covers between 30 to 40% of average measure cost, taking into account the standard BayREN incentive.

Monitoring and Oversight

The County will be responsible administration of the Pilot Program, at a cost not to exceed Twenty-Five Thousand Dollars (\$25,000). In addition to project management to support the execution of the program, the County will verify that the project is located within the incorporated City of Pinole, that the project complies with BayREN or Weatherization Program participation requirements, and in some cases, directly verifying that a project was complete through a copy of a final building permit or other means. In order to ensure that all funds are utilized equitably, the County will ensure no more than 100% of the project cost is paid for by incentives by tracking other federal, state, or local incentives applied to individual projects participating in the Pilot Program including, but not limited to Technology and Equipment for Clean Heating Program, Self-Generation Incentive Program, and the Inflation Reduction Act incentives. The County will be responsible for maintaining a record of projects completed through Pilot Program and will include, at a minimum, the following data for all projects:

- a. household data including project location and income (if applicable),
- b. project status,
- c. all rebates issued or in process by BayREN,
- d. other program rebates issued or in process from State programs,
- e. rebate amount issued by County,
- f. weatherization upgrade costs covered,
- g. total cost of project before and after all rebates and weatherization upgrade cost payments were issued, and
- h. energy savings and greenhouse gas emissions reductions data for each project.

Marketing, Outreach and Education

A critical component of the Pilot Program is marketing the enhanced incentives through outreach and education. To this end, the County will prepare a marketing and outreach plan that describes the County's proposed marketing and outreach activities for the City's review and approval. Costs for marketing and outreach are not to exceed Twenty-Five Thousand Dollars (\$25,000). To increase participation in lower-resourced areas, pursuant to Program 19 in the City's Adopted Housing Element, the Pilot Program will first focus on targeted outreach and education to customers in western Pinole before marketing the program to customers in eastern Pinole.

Marketing and outreach activities may include, but are not limited to:

- a. Sending one co-branded mailer or postcard notifying residents about the launch of the Pilot Program,
- b. Providing additional targeted marketing and outreach to identified disadvantaged areas of City,
- c. Providing City webpage content with information on how to participate in Pilot Program,
- d. Promoting Pilot Program through targeted digital marketing, or

Providing marketing and outreach materials in different languages (Spanish, Cantonese, and Tagalog).

In addition, the City will market the program through normal City communication channels, such as the City's website, *The Pulse* and social media. It is anticipated that the City's new permitting system may be able to highlight rebates offered through the Pilot Program, as well as others.

Pilot Program Timeline

After the contract is executed, the following timeline is expected:

- July 2023 – County develops a Marketing and Outreach Plan for concurrence with City
- August - September 2023 – County develops marketing and outreach materials and begins outreach to residents starting with impacted community areas of Pinole
- October 2023-June 2025 – County staff administers rebate checks and performs County Weatherization upgrades for roof repairs and panel upgrades

Changes to the Pilot Program

It should be noted that in early June the BayREN program announced significant reductions to the Single-Family Home+ program, effective in July and August 2023. These rebate reductions have been incorporated into **Exhibit A of Attachment B**. However, it is anticipated that by the end of the calendar year, the Single-Family Home+ program offered by BayREN will be eliminated.

To offer enhanced incentives to single-family customers in Pinole in the calendar year 2024 County and City staff will work together to develop a single-family incentive program for Pinole, independent of BayREN, that will be administered by the County. The City of Albany's HVAC Rebate Program is an example of a simple rebate program run by the City of Albany that Pinole and County staff will evaluate for replication. Albany's program requires either the project contractor or homeowner to complete a rebate application once issued a Building Permit. This triggers staff to reserve the rebate amount for the project on a first come, first served basis. Once the project is completed and has been inspected by the City's building staff, either the contractor or homeowner completes a close-out application and staff issues the rebate check.

Section II.C of the draft Service Plan (**Attachment B**) provides the ability for the City and County (after agreeing in writing) to modify the incentive structure in order to develop a single-family incentive program for Pinole independent of BayREN for 2024. Any new proposed incentive structure by the County will include a budget, schedule, and deliverables.

FISCAL IMPACT

The Council has allocated Two Hundred and Fifty Thousand Dollars (\$250,000) in FY 2022/23 (Account 100-341-47201) for a weatherization/energy efficiency program, which has been carried forward to the FY 2023/24 budget. As described in this report, the budget to support the Pilot Program will be allocated in the following manner:

Item Description	Proposed Dollar Amounts
County Staff Administration of Enhanced Programs	\$25,000
Marketing & Outreach Budget	\$25,000
Enhanced Program Rebates & Weatherization Upgrade Costs	\$200,000
Total Enhanced Energy Efficiency/Electrification Pilot Program Budget	\$250,000

ATTACHMENTS

- A- Resolution
- B- Draft Pilot Program Service Plan
 - Exhibit A – Pilot Program Action Plan with Incentives/Expanded Measures
 - Exhibit B – County Rate Schedule

RESOLUTION NO. 2023-XX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CONTRA COSTA COUNTY FOR A TOTAL CONTRACT AMOUNT OF \$250,000 TO IMPLEMENT AN ENHANCED ENERGY EFFICIENCY/ ELECTRIFICATION PILOT PROGRAM IN THE CITY OF PINOLE**

WHEREAS, the Pinole Sustainability Element contains goals, policies and actions to optimize energy efficiency (Sustainability Element Goal SE.4), explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation (Sustainability Element Policy SE.4.2), and explore funding mechanisms funding sources and mechanisms for energy efficiency improvements for residences (Sustainability Element Action SE.4.4.5); and

WHEREAS, the Pinole Housing Element contains Program 19 (Place-Based Improvements), which involves City collaboration with the County to develop a contractual arrangement to develop an enhanced rebate incentive structure for Pinole homeowners and multifamily property owners to undertake needed energy efficiency projects; and

WHEREAS, the Bay Area Regional Energy Network (BayREN) Program is a coalition of the Bay Area's nine counties that promotes resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction and offers rebates, funding, and technical assistance to help residents, property owners, business owners, and local governments improve the resource efficiency and carbon footprint of their buildings; and

WHEREAS, Contra Costa County maintains a Weatherization Program whose purpose is to assist low and/or fixed income people in making their homes more energy-efficient; and

WHEREAS, the City of Pinole desires to develop an Enhanced Energy Efficiency/Electrification Pilot Program to offer enhanced energy efficiency, electrification, and weatherization rebate incentives to Pinole residents and property owners who implement eligible energy efficiency projects; and

WHEREAS, by leveraging existing energy efficiency rebates offered through the County's existing partnership with the BayREN and free energy efficiency measures provided by the County Weatherization Program, Pinoleans will be further incentivized to undertake eligible home improvement energy efficiency projects; and

WHEREAS, the FY2022/23 budget allocated Two Hundred and Fifty Thousand Dollars (\$250,000) in Account 100-341-47201 for a weatherization/energy efficiency program.

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 Pinole City Council does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Contra Costa County to implement an Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program) in the City of Pinole through June 2025 with a-not-to-exceed budget of Two Hundred Thousand Dollars (\$200,000) for increased rebates/enhanced measures, Twenty-Five Thousand Dollars (\$25,000) for project management and administration and Twenty-Five Thousand Dollars (\$25,000) for marketing and outreach.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **18th** day of **July, 2023** 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 **18th** day of **July, 2023**

Heather Bell, CMC
City Clerk

City of Pinole Enhanced Energy Efficiency/Electrification Pilot Program

I. Overview

The City of Pinole ("City") allocated Two-Hundred Fifty Thousand (\$250,000) for Fiscal Year 2022-2023 for weatherization and energy efficiency improvements for residential buildings in Pinole. Through coordination with the County Department of Conservation and Development (DCD), the City wishes to enter into an agreement with the County Department of Conservation and Development ("County" or "Contractor") to implement an Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program) that leverages the existing energy efficiency rebates offered through the County's existing partnership with the Bay Area Regional Energy Network (BayREN) and free energy efficiency measures provided by the County Weatherization Program. The Enhanced Energy Efficiency Pilot Program would offer increased incentive amounts for select existing energy efficiency and building electrification measures already offered through BayREN and provide additional measures beyond those currently offered by the County low-income Weatherization Program and BayREN. The list of increased incentive amounts and expanded range of measures are specified in Exhibit A, attached hereto. The incentive structure and expanded list of measures build upon the City's goals to optimize energy efficiency (Pinole General Plan Goal SE.4), explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation (Pinole General Plan Policy SE.4.2), and explore funding mechanisms funding sources and mechanisms for energy efficiency improvements for residences (Pinole General Plan Action SE.4.4.5).

To help meet the City's sustainability goals, the City wishes to execute a contract with the County of Contra Costa to implement an Enhanced Energy Efficiency/Electrification Pilot Program for the period of July 1, 2023 to June 30, 2025, for an amount not to exceed Two Hundred and Fifty-Thousand Dollars (\$250,000). The County will be paid up to Two Hundred and Fifty-Thousand Dollars (\$250,000) to support the administration and implementation of the Pilot Program in accordance with the rebate incentive(s) and weatherization upgrade cost amounts and administrative and outreach costs specified in Exhibit A, attached hereto.

II. Contractor Obligations

The Contractor ("County") shall perform the following tasks under direction of the City's Community Development Director, or designee ("City staff"):

A. **Task 1: County Staff Administration of Enhanced Programs**

1. Project Management. County will be responsible for coordinating with BayREN Program leads and County Department of Conservation and Development Weatherization program staff to obtain the necessary data required to pay for the additional rebates and weatherization measures specified in Exhibit A, attached hereto. County shall complete the following subtasks required to support the execution of the program:
 - a. Protocol. The County will develop a protocol to require property owners participating in the BayREN Home+ Program to release additional project information to the County in order for County to conduct reporting as specified in Section II.A.3, Reporting, below.

- b. Project data. Obtain all necessary project data from BayREN Program leads and County Weatherization Program to verify completion of work, including but not limited to the following:
 - i. number of projects completed,
 - ii. project status for each project,
 - iii. project rebates issued by other programs, such as the Inflation Reduction Act (IRA), Self-Generation Incentive Program (SGIP), Technology and Equipment for Clean Heating (TECH Clean California), or other similar incentive programs that may be instituted by the State.
 - c. Verify project eligibility. County will verify that the project is located within the incorporated City of Pinole. County will verify that the project complies with BayREN or Weatherization Program participation requirements. Requirements include, but are not limited to:
 - i. use of a BayREN Participating Contractor for BayREN Home+ Program single-family residential projects, and
 - ii. income qualifications for Weatherization Program projects.
 - d. Document completion of projects. County shall maintain a record of projects completed through Pilot Program. County shall include, at a minimum, the following data for all projects:
 - i. household data including project location and income (if applicable),
 - ii. project status,
 - iii. all rebates issued or in process by BayREN,
 - iv. other program rebates issued or in process from State programs,
 - v. rebate amount issued by County, as specified in Exhibit A, attached hereto,
 - vi. weatherization upgrade costs covered,
 - vii. total cost of project before and after all rebates and weatherization upgrade cost payments were issued, and
 - viii. energy savings and greenhouse gas emissions reductions data for each project.
 - e. Maximum incentives (rebates and weatherization upgrade costs) paid. Ensure no more than 100% of project cost is paid for by incentives. County will track other federal, state, or local incentives applied to individual projects participating in Pilot Program including, but not limited to, IRA, SGIP, and/or TECH Clean California incentives.
2. Rebate and Weatherization Upgrade Payment Administration. County will be responsible for processing rebates and weatherization upgrade costs. County will issue up to Two Hundred Thousand Dollars (\$200,000) for payment of rebates and costs for weatherization upgrades based on the incentive structure specified in Exhibit A, attached hereto.
- a. Where applicable, County will issue payment to property owner for verified services completed for qualified projects, as specified in Exhibit A, attached hereto.

- b. On the date the County determines a project in the City of Pinole qualifies for a rebate, County will issue check to property owner within 4 weeks.
- 3. **Reporting.** County shall provide project activity summary reports in a format acceptable to City staff on a quarterly basis beginning September 1, 2023 and a final report no later than 60 days after all incentive funding has been expended. Each report shall include the following information:
 - a. number of individual single-family residences and multifamily units participating in Pilot Program,
 - b. location of each project,
 - c. income bracket of each household participating in Pilot Program,
 - d. number of projects in progress,
 - e. number of projects completed,
 - f. scope of work completed in each home, including project cost,
 - g. if requested by City staff, documentation of completed Scope of Work for each home,
 - h. amount of rebate dollars administered to each project, and
 - i. actual or projected amount of total incentive dollars across federal, state, and local programs issued for each project.

B. Task 2: Marketing and Outreach

- 1. The County shall develop and deploy one or more creative marketing and outreach activities throughout the incorporated City that effectively increases awareness of the Pilot Program. Prior to deploying any marketing and outreach activity, the County shall coordinate with City to submit, for their review and approval, a written plan that describes the County's proposed marketing and outreach activities. Marketing and outreach activities may include, but are not limited to:
 - a. Sending one co-branded mailer or postcard notifying residents about the launch of the Pilot Program,
 - b. Providing additional targeted marketing and outreach to identified disadvantaged areas of City,
 - c. Providing City webpage content with information on how to participate in Pilot Program,
 - d. Promoting Pilot Program through targeted digital marketing, or Providing marketing and outreach materials in different languages (Spanish, Cantonese, and Tagalog).

C. Changes to Program Incentive Structure

With recent changes made to BayREN's Single-Family Program, the City and County anticipate working together towards modifying the incentive structure in Exhibit A during the summer and fall of 2023. Both the City and County must agree in writing to any proposed changes to the incentive structure attached hereto in Exhibit A. If agreed in writing upon by both the City and County, County staff may develop and deploy a modified incentive program. Prior to deploying any modified incentive program, the County shall submit to City staff for their review and approval a written plan with the revised incentive structure that describes the proposed incentive structure and process for

implementing any new or revised incentive amounts. Any new proposed incentive structure by County shall include a budget, schedule, and deliverables.

III. City Obligations

- A. The City's total payments to the County for all services performed under this Contract shall not exceed Two Hundred and Fifty-Thousand Dollars (\$250,000) as set forth in Section IV of this Contract, Payment Provisions. The Payment Provisions include the following payments for Tasks 1 and 2 described in this Section:
 - 1. Task 1: The City will pay the County Twenty-Five Thousand Dollars (\$25,000), as described in Section IV.B.1.a., below. The City will pay the County Two-Hundred Thousand Dollars (\$200,000) for the sole purpose of rebate payments and County Weatherization upgrade costs as described in Section IV.B.1.b.
 - 2. Task 2: The City will pay the County Twenty-Five Thousand Dollars (\$25,000) for marketing and outreach, as further described in Section IV.B.2., below.
- B. Dollar amounts allocated for each Task as described in Section IIIA., above may be moved between Tasks if requested in writing by County and approved in writing by City staff.

IV. Payment Provisions

- A. Within 30 days of the effective date of this Contract, the City will pay Two Hundred and Fifty-Thousand Dollars (\$250,000) to County to operate and administer the Pilot Program. In the event the County does not utilize the entire Two Hundred and Fifty-Thousand Dollars (\$250,000) funding amount, or upon written request of the City to end the Pilot Program, the County will return any remaining funds to the City within 30 days of the date the written request was made by the City.
- B. **Documentation of County Expenses and Rebate Payments.** County shall provide City staff with adequate documentation for all expenses incurred under this Contract. All documentation shall provide sufficient detail to ensure activities and costs are clearly identified by task.
 - 1. **Task 1: County Staff Administration of Enhanced Programs:** Task 1 expenses include staff time costs and payment of rebates to eligible property owners as well weatherization upgrade costs.
 - a. **Project Management.** County will be paid at an hourly rate for staff work completed under Task 1. Documentation of County expenses for Task 1 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit B.
 - b. **Rebate and Weatherization Upgrade Costs.** County will issue rebate checks to each eligible property owner that participates in the Pilot Program, as specified in Exhibit A, attached hereto, and pay for weatherization upgrade costs as specified in Section II.A., above. Documentation of County expenses and payments for Task 1 will include copies of rebate checks issued and cost information for all weatherization upgrades completed.
 - 2. **Task 2: Marketing and Outreach:** County will be paid an hourly rate for staff work completed under Task 2. Documentation of County expenses for staff time work for Task 2 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit

B. Documentation of County expenses for any vendor or print and mail costs will also be included.

Exhibit A: Action Plan with Incentives/Expanded Measures

Exhibit B: Rate Schedule

Exhibit C: Statement of Release of Information

Pilot Program Action Plan

City of Pinole Enhanced Energy Efficiency/Electrification
Pilot Program Action Plan

The City of Pinole (“City”) collaborated with the Contra Costa County Department of Conservation and Development (“County”) to develop an enhanced energy efficiency, electrification, and weatherization rebate incentive structure using funding allocated by the City for weatherization and energy efficiency improvements for single-family and multifamily residential buildings in the City of Pinole. The document details how the Pilot Program will be implemented based on the property type.

Single-Family Residential Properties

Process

Single-family property owners who wish to participate in the Pinole Enhanced Energy Efficiency/Electrification Pilot Program will follow the standard Bay Area Regional Energy Network (BayREN) Home+ Program process, a rebate program administered in coordination with the 9 Bay Area Counties by the Association of Bay Area Governments. They will hire a BayREN Participating Contractor who will install the scope of measures requested by the property owner or landlord. Once the project is completed, the BayREN Participating Contractor will submit the corresponding rebate paperwork to BayREN. BayREN staff will flag that the project is in the City of Pinole and provide County staff with the project address. The County will develop a protocol to require the property owner to release additional project information to the County to be able to access project-specific information for each home that participates in the BayREN Home+ Program.

The County will use the project address to determine whether the project is in the incorporated City of Pinole and verify that the project participated in the BayREN Home+ Program. For a project to be eligible to receive rebates through the Pilot Program, the project must take place in the incorporated City of Pinole and have gone through the BayREN Home+ Program. Once the project’s eligibility is confirmed, BayREN staff will provide the full list of measures completed as part of the project and the rebate amount received through the Home+ Program for each individual measure to the County. BayREN staff will also provide the anticipated or actual incentive amounts received through the Technology and Equipment for Clean Heating Program, Self-Generation Incentive Program, and the Inflation Reduction Act as relevant to the measures installed for each project. The County will use the total cost of each of project measures subtracted by the total amount of all other incentives received or anticipated to be received to determine the Pilot Program incentive amount for the project. The maximum incentive level for each measure is listed in Column 3 of Table 1, below. This will ensure that the incentive amount will not cover more than 100% of the project cost. The County will then issue the Pilot Program rebate amount in the form of a physical check mailed to the property owner.

For single-family properties that complete the induction cooktop/range or heat pump clothes dryer measures, the property owner or landlord will submit their rebate paperwork to BayREN directly rather than having a BayREN Participating Contractor submit the paperwork on their behalf. BayREN staff will flag that this is a project located in the City of Pinole and pass the paperwork on to the County. The County will verify whether the project is in the incorporated City of Pinole. For a project to be eligible to receive rebates through the Pilot Program, the project must take place in the incorporated City of Pinole. Once the project’s eligibility is confirmed, BayREN staff will provide the anticipated or actual incentive amount received through the BayREN Home+ Program and any additional incentive program.

Pilot Program Action Plan

The County will use the total cost of the induction cooktop/range or heat pump clothes dryer project subtracted by the total amount of all other incentives received or anticipated to be received to determine the Pilot Program incentive amount, as specified in Table 1 below. The County will then issue the Pilot Program rebate in the form of a physical check mailed to the property owner.

Incentives

The BayREN Home+ Program offers a series of energy efficiency and electrification measures for single-family residential properties. The current BayREN Home+ Program rebate amounts and the additional Pilot Program rebate amounts are listed in Table 1 below. Unless otherwise specified herein, if any incentives provided in Table 1 are eliminated by BayREN, the additional incentive amounts provided by the City of Pinole shall also be eliminated; if any incentives provided in Table 1 are increased or reduced by BayREN, the additional incentive amounts provided by the City of Pinole shall also be modified, by written agreement between the County and City.

Table 1 Single-Family Residence Pilot Program Rebate Structure

Measure	BayREN Home+ Incentive Amount	Pilot Program Incentive Amount
Operations and Maintenance Measures		
Duct replacement	\$800 \$500 (<5% leakage for replacement OR sealing) starting August 1, 2023	Up to \$2,200
Building Shell Measures		
Attic insulation	\$0.75/square foot (not to exceed \$1,000 per home)	Up to \$700
Wall insulation	\$0.70/square foot (not to exceed \$1,000 per home)	Up to \$600
Heating and Cooling Measures		
High efficiency split central air conditioner	\$800 \$200 starting August 1, 2023	Up to \$4,200
High efficiency packaged central air conditioner		
High efficiency heat pump	\$1,000 \$400 for fuel substitution; \$250 for electric to heat pump starting August 1, 2023	Up to \$4,500
Water Heating Measures		

Pilot Program Action Plan

Measure	BayREN Home+ Incentive Amount	Pilot Program Incentive Amount
Heat pump water heater	\$1,000 \$400 for fuel substitution; \$250 for electric to heat pump starting August 1, 2023	Up to \$4,000
Electrification Appliance Measures		
Induction electric range or cooktop	\$750 \$250 starting July 1, 2023	Up to \$550
Heat pump clothes dryer	\$300 \$250 starting July 1, 2023	Up to \$450
Electrical panel upgrade	N/A	Up to \$1,000

Multifamily Residential Properties

Process

Multifamily property owners who wish to participate in the Pinole Enhanced Energy Efficiency/Electrification Pilot Program will go through the standard Bay Area Multifamily Building Enhancement (BAMBE) Program. BayREN staff will flag that the project is in the City of Pinole and provide the County with the project address. The County will use the project address to verify whether the project is in the incorporated City of Pinole and therefore eligible to participate in the Pilot Program. Projects participating in the Pilot Program must sign an additional Statement of Release of Information, attached hereto as [Exhibit 3](#) for the County to be able to access project-specific information. During the standard BAMBE Program site visit and assessment, in addition to the existing measures assessed by BAMBE implementors, roof repairs and electrical panel upgrades intended for future electric vehicle (EV) charging infrastructure will also be considered as measures to include in BAMBE projects in the incorporated City of Pinole. For property owners who decide to pursue either a roof repair/replacement or electrical panel upgrade, the Pilot Program has allocated additional funding listed in Table 2 to reduce the implementation cost to the property owner.

Once BayREN staff issues a check to the property owner, they will send the County a separate copy of the quality assurance documentation, scope of measures completed, and proof of rebates paid. The County will then issue an additional rebate amount no more than the amount listed in Column 2 of Table 2 below, in the form of a physical check mailed to the property owner.

Incentive

Under the Pilot Program, the BAMBE Program offers an additional \$250 cash back per unit for each BayREN multifamily project completed in the incorporated City of Pinole. In addition to the additional \$250 rebate offered by the City, a roof repair and electrical panel upgrade rebate for either electric vehicle (EV) infrastructure and/or for fuel switching to an all-electric building or for other energy efficiency improvements made to the building would be offered. Table 2 below summarizes the

Pilot Program Action Plan

additional Pilot Program measures and rebate amounts. Unless otherwise specified herein, if any incentives provided in Table 2 below are eliminated by BayREN, the additional incentive amounts provided by the City of Pinole shall also be eliminated; if any incentives provided in Table 1 are increased or reduced by BayREN, the additional incentive amounts provided by the City of Pinole shall also be modified, by written agreement between the County and City.

Table 2 Multifamily Residence Pilot Program Rebate Structure

Activity	BayREN BAMBE Incentive Amount	Pilot Program Incentive Amount
Participation in Standard BAMBE Program	\$500 per unit (BAMBE Base Rebate for installing 2+ energy efficiency upgrades that save 10% or more of the building's energy). Specific properties may qualify for rebates of \$5,000+ per unit with Electrification and Geographic Adders.	\$250 per unit
Roof Repair/Replacement per Project	N/a	Up to \$5,000
Electrical panel upgrade for energy efficiency upgrades, EV infrastructure, or fuel switching to all-electric	Subpanel Upgrade: \$1,000 per unit served Central/Common Area Panel Upgrade: \$5,000 per property	Up to \$3,000

Roof Repair and Electrical Panel Upgrade Rebate

Process

Requests for rebates for roof replacements or roof repairs (specified in Table 2), and requests for rebates for panel upgrades (specified in Table 1) will be verified directly by County staff. For these rebates, the property owner will be required to submit proof to the County, such as issuance of final building permit, or other such similar documentation deemed necessary, to substantiate that the roof repair/replacement or electrical panel upgrade was installed. The owner must also provide documentation that demonstrates that proof of payment was issued to the contractor for the cost associated with the installation.

Due to the long lead time sometimes needed for installation of Electric Vehicle (EV) charging infrastructure, if the project includes EV charging infrastructure, the project will be flagged by BayREN staff and be shared with the County. The rebate amount associated with the electrical panel upgrade will not be released by the County until proof of EV charging infrastructure is submitted to the County.

Pilot Program Action Plan

Weatherization Program-eligible Residential Properties

Process

The County Weatherization Program, administered by the County's Department of Conservation and Development, is a Federal and State-funded program that provides home energy-efficient upgrades at no-cost to people on a low or fixed income.

Under the Pinole Enhanced Energy Efficiency/Electrification Pilot Program, the County Weatherization Program will offer additional services, such as roof repairs and electrical panel upgrades at no cost to the resident(s). The County will hire qualified subcontractors to make the roof repairs and electrical panel upgrades. Pinole residents who wish to participate in the Pilot Program will go through the standard County Weatherization Program. When the project has been deemed eligible for the County Weatherization Program, County Weatherization staff will inform the County project implementation team that there is a project located in the City of Pinole. The County will verify that the project is in the incorporated City of Pinole. If the Project is in the incorporated City of Pinole, the County Weatherization Program team would evaluate whether a roof repair or electrical panel upgrade is needed. If it is determined that any of these additional measures are needed, the County Weatherization Program would have a roofing contractor or electrical panel upgrade contractor (electrician) complete the work at no cost.

Proposed Budget

Item Description	Proposed Dollar Amounts
County Staff Administration of Enhanced Programs	\$25,000
Marketing & Outreach Budget	\$25,000
Enhanced Program Rebates & Weatherization Upgrade Costs	\$200,000
Total Enhanced Program Budget	\$250,000

Project Timeline

June/July 2023 – Finalize Contract/Interagency Agreement with All Parties

June/July 2023 – County Develop Marketing and Outreach Materials/Mailers to Mail Out in June 2023 to residents starting with impacted community areas of Pinole

July 2023-June 2025 – County Staff Administers Rebate Checks and Performs County Weatherization Upgrades for Roof Repairs and Panel Upgrades

Description	Job Class	Final Step	CY 2022 Rate Based on HR2, with 5% COLA	CY 2023 with 5% COLA	CY 2024 with 5% COLA
Deputy Director - BI	4AD1	5	\$ 346.78	\$ 364.12	\$ 382.32
Fiscal Officer	APSA	11	\$ 224.13	\$ 235.34	\$ 247.10
Supervising Accountant	SAHJ	5	\$ 223.20	\$ 234.36	\$ 246.08
Accountant III	SATA	5	\$ 199.03	\$ 208.98	\$ 219.43
Acctng Tech	JD7A	7	\$ 147.69	\$ 155.07	\$ 162.83
Info Sys Programr	LPNB	5	\$ 263.37	\$ 276.54	\$ 290.37
Info Sys Mgr 1	LTNA	7	\$ 289.00	\$ 303.45	\$ 318.62
Info Sys Tech II	LTVB	5	\$ 176.14	\$ 184.95	\$ 194.19
Network Admin 1	LNSA	5	\$ 209.97	\$ 220.47	\$ 231.49
Admin Svcs Assist III	APTA	5	\$ 105.09	\$ 110.34	\$ 115.86
Secretary Advanced Level	J3TG	11	\$ 152.22	\$ 159.83	\$ 167.82
Secretary Journey Level	J3TF	14	\$ 111.83	\$ 117.42	\$ 123.29
Clerk Specialist	JWXD	7	\$ 121.28	\$ 127.34	\$ 133.71
Clerk Senior	JWXC	7	\$ 127.37	\$ 133.74	\$ 140.43
Clerk Experienced	JWXB	5	\$ 113.63	\$ 119.31	\$ 125.28
Redev/Housing Specialist	51SE	5	\$ 128.86	\$ 135.30	\$ 142.07
Lead Weatherization Specialist	9KT4	5	\$ 73.22	\$ 76.88	\$ 80.73
Weatherization Specialist	9KW7	3	\$ 63.18	\$ 66.34	\$ 69.66
Principal Structural Engineer	NCHA	5	\$ 276.14	\$ 289.95	\$ 304.44
Senior Structural Engineer	NCNA	3	\$ 264.28	\$ 277.49	\$ 291.37
Structural Engineer	NCSA	5	\$ 209.61	\$ 220.09	\$ 231.10
Senior Grading Inspector	NXTA	5	\$ 210.50	\$ 221.03	\$ 232.08
Grading Inspector I	NXWB	3	\$ 162.76	\$ 170.90	\$ 179.44
Supervisor Inspection Services	FADF	5	\$ 250.20	\$ 262.71	\$ 275.85
Principal Bldg Inspector	FAHE	5	\$ 228.46	\$ 239.88	\$ 251.88
Sr Bldg Inspector	FATE	3	\$ 210.40	\$ 220.92	\$ 231.97
Building Inspector II	FAVD	3	\$ 183.12	\$ 192.28	\$ 201.89
Principal Bldg Plan Checker	FRHA	7	\$ 215.81	\$ 226.60	\$ 237.93
Senior Bldg Plan Checker	FRTA	5	\$ 171.56	\$ 180.14	\$ 189.14
Bldg Plan Checker II	FRVA	5	\$ 158.78	\$ 166.72	\$ 175.05
Bldg Plan Checker I	FRWA	5	\$ 135.51	\$ 142.29	\$ 149.40
Principal Planner - B	5AHE	5	\$ 293.55	\$ 308.23	\$ 323.64
Principal Planner - A	5AHD	9	\$ 280.30	\$ 294.32	\$ 309.03
Planner III	5ATA	5	\$ 252.78	\$ 265.42	\$ 278.69
Planner II	5AVA	5	\$ 193.05	\$ 202.70	\$ 212.84
Planner I	5AWA	3	\$ 161.12	\$ 169.18	\$ 177.63
Manager Application & Permit Ctr	5PDB	5	\$ 229.15	\$ 240.61	\$ 252.64
Planning Tech III	51TB	5	\$ 145.01	\$ 152.26	\$ 159.87
Planning Tech II	51VB	5	\$ 133.86	\$ 140.55	\$ 147.58
Planning Tech I	51WB	5	\$ 110.91	\$ 116.46	\$ 122.28
Admin Aide - Deep Class	AP7A	10	\$ 154.94	\$ 162.69	\$ 170.82
Admin Intern	AP9A	27	\$ 81.80	\$ 85.89	\$ 90.18



CITY COUNCIL REPORT

10A

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR

**SUBJECT: CONDUCT PUBLIC HEARING AND ADOPT A RESOLUTION
CONFIRMING THE ASSESSMENTS AND ORDERING THE LEVY FOR
THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT FOR FISCAL YEAR 2023/2024**

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a Public Hearing concerning the levy and collection of assessments within the Pinole Valley Road Landscape and Lighting Assessment District and consider any and all objections to the assessments.
2. Adopt a resolution confirming the assessment and diagram as is described in the Annual Assessment Report, levying an assessment for the fiscal year commencing July 1, 2023 and ending June 30, 2024 and ordering the City Engineer to prepare and submit the assessments to the Contra Costa County Assessor's Office for placement onto the Fiscal Year 2023/2024 secured property tax roll.

BACKGROUND

On July 8, 2008, the City Council adopted Resolution 2008-91 forming the Pinole Valley Road Landscape and Lighting Assessment District (the "District"), ordering maintenance work therein, confirming the diagram and assessment, and providing for the levy of annual assessments therein. The City has installed improvements on Pinole Valley Road between Henry Avenue and Ramona Street. The purpose of the District is to provide a stable funding source for the ongoing maintenance of the following:

- Traffic signals
- Streetlights
- Median landscaping
- Irrigation for the landscaping
- Electricity to the traffic signals and streetlights
- Graffiti removal

REVIEW & ANALYSIS

On May 16 and June 20, 2023, the City Council took several actions that are required every year to levy and collect the assessments for the District. Those actions are shown below.

1. Adopted a resolution ordering the preparation and filing of an annual Engineer's Report.
2. Adopted a resolution declaring the intention to levy and collect assessments at specified rates; declaring the intention to conduct a Public Hearing concerning the levy of assessments; and approving the annual Engineer's Report.

It is proposed that the City Council conduct a public hearing and adopt the attached Resolution to:

1. Approve assessment amounts for Fiscal Year 2023/2024.
2. Order the assessment amounts to be submitted to the Contra Costa County Assessor for placement on the secured property tax roll.

The assessment rates for Fiscal Year 2023/2024 for Zone A and Zone B are proposed to be increased from the previous year. The proposed rates for 2023/2024 are \$535.84 per assessment unit ("AU") for Zone A and \$582.97 per AU for Zone B. An AU is equivalent to an acre of developable property. The proposed assessment represents an increase of 7.46% for Zone A and 11.22% for Zone B. The proposed increases are due to additional costs to maintain the District.

Although the proposed assessment rates for Fiscal Year 2023/2024 are increasing from the previous year, the increase is below the allowable maximum rate that was approved when the District was initially formed. The maximum assessment is based on an annual inflation factor of the greater of 2% or the change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U): San Francisco-Oakland-San Jose for April of each year. The April 2023 CPI-U is 4.2% for a 12 month period, as shown at: https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm. The maximum assessment rate per unit in FY 2023/2024 is \$636.92 for Zone A and \$601.28 for Zone B which represents an increase of 4.2% over the last fiscal year. As the proposed rates are below the maximum assessment rate, the City is not required to undertake the more comprehensive procedural notice and protest requirements of Proposition 218.

The attached Assessment Report provides a complete description of how the maximum assessment and annual inflation factors are calculated.

A Public Hearing is required to allow property owners subject to the assessment the opportunity to provide comment. Notice of the public hearing was published in the manner required by applicable law.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The proposed actions of the City Council are not a project as defined by the CEQA Guidelines and have no impact on the environment.

SUSTAINABILITY

The levy and collection of assessments will allow for the continued operation and maintenance of the improvements within the District.

FISCAL IMPACT

The proposed assessments will be collected for the City by the Contra Costa County Treasurer - Tax Collector via the secured property tax bills for the assessable parcels within the District. The proposed rates for 2023/2024 are \$535.84 per assessment unit ("AU") for Zone A and \$582.97 per AU for Zone B. The total District revenue is expected to be \$57,680.26.

ATTACHMENTS

- A. Resolution
- B. Annual Assessment Report for the Pinole Valley Landscape and Lighting Assessment District prepared by the City Engineer for FY 2023-24

RESOLUTION NO. 2023 – XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE CONFIRMING THE ANNUAL ASSESSMENT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023/2024**

WHEREAS, the Pinole City Council, pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the “1972 Act”), Division 15, Part 2, Chapter 1, Article 1 of the Streets and Highways Code of the State of California (commencing with Section 22500) did by previous Resolutions initiate proceedings for the special maintenance district known and designated as “The Pinole Valley Road Landscape and Lighting Assessment District” (the “District”). The District is comprised of two Zones (Zone A and Zone B) which are located on Pinole Valley Road between Henry Avenue and Ramona Street; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk the Annual Assessment Report (the “Report”) in connection with the proposed levy and collection of assessments upon eligible parcels of land within the District. The Report has been prepared based on the estimated costs to operate, maintain and service the improvements located within each Zone of the District; and

WHEREAS, the City Council approved the Report at its meeting on June 20, 2023; and

WHEREAS, the assessments are not based on the assessed value of the properties but are based on the special benefit conferred upon said eligible parcels from the improvements and the maintenance and operation of the District; and

WHEREAS, the assessments are in compliance with all laws pertaining to the levy and collection of assessments, including Proposition 218; and

WHEREAS, the City Council set a public hearing for July 18 to consider the levy of the proposed assessment.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Following notice duly given, the City Council has held a full and fair public hearing regarding the Report and the levy and collection of assessments within the District. The City Council received and considered all written and oral statements, including any and all protests or other communications made or filed by any interested persons. Majority protest was not submitted regarding the proposed levy.
2. Based upon its review (and any applicable amendments) of the Report, a copy of which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The assessable properties within the District, which are identified in the Report, receive special benefit from the operation, maintenance and servicing of the landscape and lighting improvements.
 - b. The net amount to be assessed upon the properties is based on the historical and estimated costs to provide said maintenance and servicing and is apportioned by a formula that fairly distributes the net amount among all assessable parcels in proportion to the estimated special benefit received from the improvements and services.
- 3. The Report and assessments, as presented and which are on file with the office of the City Clerk, are hereby confirmed as filed.
 - 4. The City Council hereby orders the maintenance and servicing of the improvements to be made in accordance with the Report and the 1972 Act.
 - 5. The maintenance, operation and servicing of the landscape and lighting improvements shall be performed pursuant to the 1972 Act, and the County Assessor of Contra Costa County shall enter onto the County Tax Roll, opposite each assessable parcel of land, the assessment amount and such assessments shall be collected at the same time and in the same manner as the County taxes are collected. After collection of the assessments by the County, the net amount of said assessments shall be paid to the City.
 - 6. The City shall deposit all money representing assessments collected by the County to the credit of a fund especially for the District. Such money shall be expended only for the maintenance, operations and servicing of the landscape and lighting improvements located within the District boundaries.
 - 7. The adoption of this Resolution constitutes the levy of assessments within the District for the fiscal year beginning July 1, 2023 and ending June 30, 2024.
 - 8. The City Clerk is hereby authorized and directed to file the levy and a diagram of the District with the County Assessor upon adoption of this Resolution.
 - 9. A certified copy of this Resolution shall be filed in the office of the City Clerk and shall remain open for public inspection.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on this 18th day of July, 2023, 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 18th day of July, 2023.

Heather Bell, CMC
City Clerk



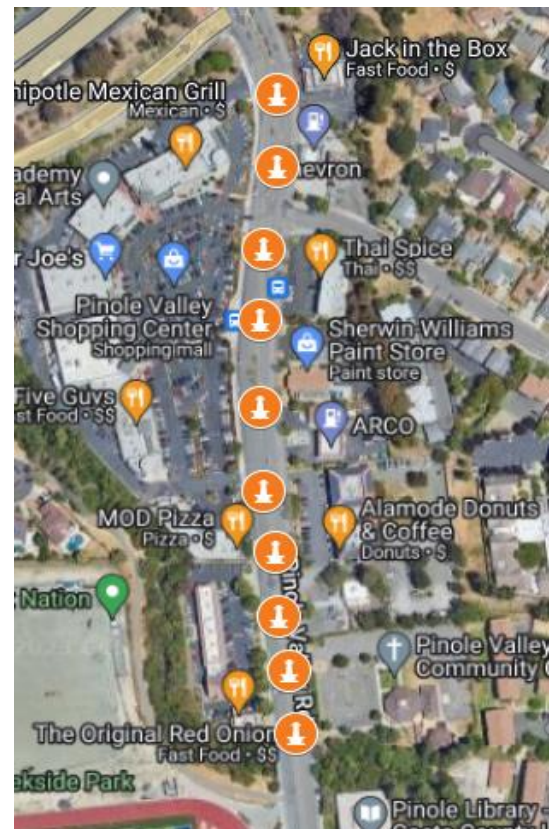
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ENGINEER'S REPORT FY 2023-24

JUNE 20, 2023



ZONE A



ZONE B

ENGINEER'S REPORT AFFIDAVIT

City of Pinole

Contra Costa County, State of California

Pinole Valley Landscape and Lighting District

The undersigned submits this report as directed by the City Council. This report was prepared by a Professional Engineer, licensed in the State of California. This report describes the District including the improvements, budgets, parcels, and assessments to be levied for fiscal year 2023/24, as they existed at the time of the passage of the resolution of intention. Reference is hereby made to the Contra Costa County Assessor's maps for detailed descriptions of the lines and dimensions of parcels within the District.

Dated this day of 13th June, 2023



By Sanjay Mishra, PE, TE
City Engineer
RCE # 71239

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INTRODUCTION

The City of Pinole (the "City"), under the provisions of the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act") and the provisions of the California Constitution Article XIII D (the "Constitution"), annually levies and collects special assessments from the City's maintenance assessment district designated as:

Pinole Valley Road Landscape and Lighting Assessment District

(the "District") to provide and maintain various landscaping and lighting improvements throughout the City that provide special benefits to properties within the City.

The City Council formed the District and provided for the levy and collection of annual assessments on the County tax rolls to provide ongoing funding for costs and expenses required to service and maintain the landscaping and lighting improvements within the boundaries of the District. The improvements to be provided by the District and assessments described herein are made pursuant to the 1972 Act and the substantive and procedural provision of the Constitution.

As part of the District formation, the City of Pinole conducted a Property Owner Protest Ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the Constitution. In conjunction with this ballot proceeding, the City council conducted a noticed public hearing to consider public testimonies, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner assessment ballots received were opened and tabulated. The property owner assessment ballot tabulation resulted in a majority approval of the District and assessments of the property owners within the District. The District was formed on July 1, 2008 by Resolution no. 2008-91. The District is located on Pinole Valley Road and consists of two separate zones: Zone A and Zone B.

This Engineer's Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and outlines the improvements, and proposed assessments to be levied in connection with the benefits the properties will receive from maintenance and servicing of landscaping improvements within the District for fiscal year 2023-24.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Contra Costa County Assessor's Office. The Contra County Auditor/Controller APN and specific fund numbers to identify properties to be assessed on the tax roll for the District assessments.

This Report consists of five sections and identifies the following items:

- **Plans and Specifications** – The location of the District and the specific improvements to be maintained.
- **Method of Apportionment** – How the District costs are allocated and apportioned to the assessable parcels.
- **Zone Budgets** – The District costs and proposed assessments to be levied for 2023/24 for each Zone based upon the special benefit received.
- **District Diagram** – A diagram showing the District and Zone boundaries.
- **Assessment Roll** – A listing of properties to be assessed by APN, Zone, and corresponding assessment amounts.

ASSESSMENT SUMMARY FY 2023-24

	Total Assessable Costs	Total Assessable Units	Proposed Assessment Rate per AU	Maximum Assessment Rate per AU
Zone A	\$28,290.24	52.796	\$535.84	\$636.92
Zone B	\$29,390.10	49.900	\$582.97	\$601.28

Actual assessments are rounded down to the nearest even penny for county tax roll purposes.

SECTION I – PLANS AND SPECIFICATIONS

DESCRIPTION OF THE DISTRICT AND BOUNDARIES

The District consists of two separate zones and is located on Pinole Valley Road, between Henry Avenue and Ramona Street. Zone A is to the north of Interstate I-80 and Zone B is to the south of Interstate I-80. Currently, there are a total of 18 commercial parcels within the District, 8 in Zone A and 10 in Zone B. The number of parcels in Zone A was reduced from 8 to 6 and Zone B was reduced from 16 to 15 parcels, due to parcel mergers effective for the 2011/2012 tax year. An annexation also occurred in Zone A for tax year, 2013/2014, increasing the parcel count for that Zone to 7 and the AU to 52.972. For tax year 2018/2019, one parcel was split into two with a slight size reduction, decreasing the AU to 52.796. The number of parcels in Zone B was reduced from 15 to 10 due to parcel mergers/changes effective for the 2013/2014 and 2014/2015 tax years. A clerical error was brought to the City's attention in December 2019 which has been transcribed over time and resulted in a higher AU in Zone B. In FY 2020-21, the clerical error was corrected resulting in a lower AU in Zone B.

Please refer to the Section V of this Report, Assessment Roll, for details.

IMPROVEMENTS AND SERVICES PROVIDED

Improvements within the District which are maintained and serviced may include but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls and associated appurtenances within the public right-of-way or specific easements.

The maintenance of District improvements generally include, but are not limited to, all materials, equipment, utilities, labor and incidental expenses, including administrative expenses, for the annual operation of the District and maintenance of the improvements. Also included is the performance of occasional repairs and the removal or replacement of improvements, as needed.

The specific improvements being maintained and serviced within each Zone of the District are defined on the following page:

Zone A Improvements (Northerly of I-80 Freeway)

- Landscaping totaling 16,920 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of seven street light poles and fourteen street lights.
- Maintenance of two and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,102 linear feet).

Zone B Improvements (Southerly of I-80 Freeway)

- Landscaping totaling 18,486 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of ten street light poles and twenty street lights.
- Maintenance of one and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,859.58 linear feet).

Reference is made to the plans and specifications for the improvements which are on file with the City and are incorporated herein by reference.

SECTION II – METHOD OF APPORTIONMENT

The 1972 Act allows for the establishment of assessment districts by public agencies for the purpose of providing certain public improvements as detailed in Section I of this Report. The 1972 Act also requires that the cost of these improvements and services be assessed based on benefit received rather than by assessed value of the properties being assessed. In accordance with the 1972 Act, Section 22573:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits received by each such lot or parcel from the improvements”

The method of apportionment described in this Report, and confirmed by the City Council, utilizes commonly accepted engineering practices which have been established pursuant to the 1972 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided. The special benefit received by each lot or parcel is over and above any general benefit conferred upon said lots or parcels or to the public at large.

DESCRIPTION OF BENEFIT

Special Benefit

The improvements and associated costs have been allocated to the assessable properties within the District based upon the special benefit received by those properties, pursuant to the provisions of the 1972 Act. The improvements for which the properties will be assessed have been identified as necessary, were approved by the property owners within the District through a Proposition 218 assessment ballot procedure and are in compliance with the development plans and General Plan of the City. As such, the improvements and continuing maintenance and servicing are strictly the obligation of the properties within the District.

General Benefit

Although the improvements may be visible to passersby or to the public at large, the improvements were installed after approval from the property owners and are for the benefit of properties within the District. It has been determined therefore, any access to or use by properties or individuals outside the District is completely incidental and the costs of operating, maintaining and servicing said improvements provides no measurable benefit to said outside properties or individuals.

Definition of Special Benefit

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements and services provided, including the visual desirability provided by well maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”

The special benefits associated with local landscape and lighting improvements are specifically:

- Enhanced desirability of properties due to proximity of the improvements.
- Improved aesthetic appeal provided by a positive representation of the community.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction in possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.
- Enhanced environmental quality provided by adequate green space and other landscaping which helps moderate temperatures, reduce noise pollution and control dust and debris.

ASSESSMENT RANGE FORMULA

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, and Government Section 53739 (b) (1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment for this District and was approved by the property owner(s) at the time of formation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law, the Government Code excludes certain conditions of a new or increased assessment. These conditions include:

“An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency...”

The initial maximum assessment for the District was established at the time of formation and was assessed for the first time during the 2008/2009 fiscal year. The initial maximum assessment for Zone A was \$415.52 per Assessment Unit (“AU”). The initial maximum assessment for Zone B was \$390.80 per AU. The initial maximum assessment for each

Zone has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the "Adjusted Maximum Assessment Rate") shall be based on the initial maximum assessment established in fiscal year 2008/2009, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, ("CPI") for the San Francisco/Oakland/San Jose area or two percent (2%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 2% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate (assessment per AU) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (2009/2010) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Adjusted Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. Each fiscal year, the greater of CPI or 2% is applied to the Maximum Assessment Rate from last year. The April 2023 CPI is 4.2%, therefore a 4.2% will be applied to the Maximum Assessment Rate from the last year. The Zone A Maximum Assessment Rate for the upcoming fiscal year (2023/2024) therefore, shall be **\$636.92** per AU. The Zone B Maximum Assessment Rate for the upcoming fiscal year shall be **\$601.28** per AU. The table below shows the Adjusted Maximum Assessment Rate for each Zone, for each fiscal year since the formation of the District. The Adjusted Maximum Assessment Rates have been calculated independently of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Government Code.

Zone A LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment per AU	Actual Assessment per AU
2008/2009	N/A	N/A	N/A	\$415.52	\$415.82
2009/2010	0.80%	2.00%	1.020000000	\$423.83	\$415.82
2010/2011	1.71%	2.00%	1.020000000	\$432.31	\$415.82

2011/2012	2.82%	2.82%	1.028212932	\$444.51	\$394.80
2012/2013	2.07%	2.07%	1.020775582	\$453.74	\$394.80
2013/2014	2.38%	2.38%	1.023809026	\$464.54	\$377.74
2014/2015	2.78%	2.78%	1.027873710	\$477.49	\$377.74
2015/2016	2.43%	2.43%	1.024362313	\$489.12	\$377.74
2016/2017	2.70%	2.70%	1.026950338	\$502.30	\$377.74
2017/2018	3.78%	3.78%	1.037888610	\$521.34	\$377.74
2018/2019	3.20%	3.20%	1.032	\$538.02	\$396.32
2019/2020	4.0%	4.0%	1.040	\$559.54	\$409.69
2020/2021	1.1%	2.0%	1.020	\$570.73	\$422.04
2021/2022	3.8%	2.0%	1.020	\$582.14	\$474.90
2022/2023	5.0%	5.0%	1.050	\$611.25	\$498.65
2023/2024	4.2%	4.2%	1.042	\$636.92	\$535.84

Zone B LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment per AU	Actual Assessment per AU
2008/2009	N/A	N/A	N/A	\$390.80	\$390.80
2009/2010	0.80%	2.00%	1.020000000	\$398.62	\$390.80
2010/2011	1.71%	2.00%	1.020000000	\$406.59	\$390.80
2011/2012	2.82%	2.82%	1.028212932	\$418.06	\$342.04
2012/2013	2.07%	2.07%	1.020775582	\$426.75	\$342.04
2013/2014	2.38%	2.38%	1.023809026	\$436.91	\$342.04
2014/2015	2.78%	2.78%	1.027873710	\$449.09	\$342.04
2015/2016	2.43%	2.43%	1.024362313	\$460.03	\$342.04
2016/2017	2.70%	2.70%	1.026950338	\$472.43	\$342.04
2017/2018	3.78%	3.78%	1.037888610	\$490.32	\$348.06
2018/2019	3.20%	3.20%	1.032	\$506.01	\$359.06
2019/2020	4.0%	4.0%	1.040	\$526.25	\$392.64
2020/2021	1.1%	2.0%	1.020	\$538.78	\$405.68
2021/2022	3.8%	2.0%	1.020	\$549.56	\$494.89
2022/2023	5.0%	5.0%	1.050	\$577.04	\$519.63
2023/2024	4.2%	4.2%	1.042	\$601.28	\$582.97

To impose a new assessment or an increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of a public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest ballot process before any such new or increased assessment can be imposed.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners.

ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Assessment Unit ("AU") method of apportionment. This methodology utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to similar properties benefitting from the improvements.

The District is comprised of one parcel type; commercial. Each commercial parcel receives similar benefit from the improvements due to the relative size of the properties, the specific improvements and proximity of the improvements to the properties. It has been determined that the buildable acreage of each parcel is an appropriate basis in calculating the total AU for that parcel. The individual commercial parcel, acreage is multiplied by a factor of 4.00 to determine the total AU for that parcel. The total Zone AU is then divided into the "Total Balance to Assessment" (as shown in Section III of this Report) to determine the annual assessment rate. The AU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel.

SECTION III – ZONE BUDGETS

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs for each Zone have been prepared based on the estimated and recent historical costs of providing said maintenance and servicing.

ZONE A – PINOLE VALLEY ROAD NORTH FY 2023-24 BUDGET

DIRECT COSTS		
ACCOUNT	NAME	BUDGET
310-347-42101	Professional Services	\$11,000.00
	Contra Costa County Public Works Traffic Signal Maintenance	\$7,000
	Caltrans Traffic Signal Maintenance	\$3,000
	Pacific Site Management	\$1,000
310-347-42108	Building-Structure Maintenance	\$1,000.00
	Labor, material, and equipment required to properly maintain the landscaping improvements, traffic signals, streetlights, poles, and irrigation system	\$1,000
310-347-43102	Water	\$4,000.00

	EBMUD	\$4,000
310-347-43103	Electricity and Power	\$5,000.00
	Pinole Valley Rd. Traffic Control – PG&E	\$1,300
	Street and Highway Lighting – PG&E	\$3,700
	Capital Replacement Account¹	\$3,900.00
	Direct Costs Sub-Total	\$24,900.00
	INDIRECT COSTS	
310-347-42126	Legal Charges	\$1,050.00
310-347-42102	County Administration Fees	\$140.00
310-347-46122	Admin Debits	\$2,200.00
	City Administration	\$1,100.00
	Engineer's Report	\$1,100.00
	Indirect Costs Sub-Total	\$3,390.00
	TOTAL COSTS	\$28,290.00
TOTAL BALANCE TO ASSESSMENT		\$28,290.00
Total Assessable AU (8 parcels)		52.796
2023/2024 PROPOSED ASSESSMENT PER AU		\$535.84
2023/2024 MAXIMUM ASSESSMENT PER AU		\$636.92

ZONE B – PINOLE VALLEY ROAD SOUTH FY 2023-24 BUDGET

DIRECT COSTS		
ACCOUNT	NAME	BUDGET
310-348-42101	Professional Services	\$11,000.00
	Contra Costa County Public Works Traffic Signal Maintenance	\$7,000.00
	Caltrans Traffic Signal Maintenance	\$3,000.00
	Pacific Site Management	\$1,000.00
310-348-42108	Building-Structure Maintenance	\$1,000.00
	Labor, material, and equipment required to properly maintain the landscaping improvements, traffic signals, streetlights, poles, and irrigation system	\$1,000.00
310-348-43102	Water	\$4,000.00
	EBMUD	\$4,000.00
310-348-43103	Electricity and Power	\$5,300.00
	Pinole Valley Road Median Irrigation – PG&E	\$150.00
	Street and Highway Lighting – PG&E	\$5,150.00
	Capital Replacement Account¹	\$4,700.00
	Direct Costs Sub-Total	\$26,000.00
	INDIRECT COSTS	
310-348-42126	Legal Charges	\$1,050.00
310-348-42102	County Administration Fees	\$140.00

310-348-46122 Admin Debits	\$2,200.00
City Administration	\$1,100.00
Engineer's Report	\$1,100.00
Indirect Costs Sub-Total	\$3,390.00
TOTAL COSTS	\$29,390.00
TOTAL BALANCE TO ASSESSMENT	\$29,390.00
Total Assessable AU (10 parcels)	49.900
2023/2024 PROPOSED ASSESSMENT PER AU	\$588.98
2023/2024 MAXIMUM ASSESSMENT PER AU	\$601.28

¹ **Capital Replacement Account (CRA)** – This line item, shown on the budget page for each Zone, is specifically intended for the use in replacing the lighting poles for streetlights and traffic signals within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 50 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or by natural disaster. The current replacement cost of a lighting pole is estimated at \$12,700.00 for materials and \$3,300.00 for installation.

The estimated cost to replace all streetlight poles after 50 years, as well as a contingency to account for the possibility of a knockdown, accident, or natural disaster is shown below:

Zone	Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$50 per pole)	Estimated Annual Cost
A	\$16,000.00	10	50	\$500	\$3,900.00*
B	\$16,000.00	12	50	\$600	\$4,700.00*

\$16,000.00 per light pole x 22 poles = \$352,000 / 50 years = \$7040 + \$1,560 for Contingency = \$8,600 annually. * Rounded to the nearest \$100's.

The replacement cost of a lighting pole was increased from \$15,000 to \$16,000. This estimate is based on the amount paid for the most recent streetlight pole replacement quotes obtained in FY 2022-23. The costs will continue to be collected through the assessment amounts as part of the Capital Replacement Fund, as shown in the District Budgets.

DESCRIPTION OF BUDGET ITEMS

- **Building-Structure-Maintenance** – Includes all regularly scheduled labor, material, and equipment required to properly maintain the landscaping improvements, traffic signals, streetlights, poles, and irrigation system. Also includes the cost of:
 - Traffic signal maintenance which is provided by California Department of Transportation (Caltrans) and Contra Costa County Public Works.
 - Landscaping maintenance services provided by Pacific Site Management.

- Replacement bulbs for traffic signals and streetlights.
- Weed control and graffiti abatement within the District.
- **Water** – Includes the cost of furnishing water required for the proper maintenance of the landscaping.
- **Electricity and Power** – Includes the cost of furnishing electrical energy required for the proper operation of traffic signals, streetlights, and irrigation system.
- **Legal Charges** – Includes the cost of legal services to review reports, resolutions, and public hearing requirements for imposing the LLAD Assessment.
- **County Administration Fees** – Includes the County costs related to placement of the annual assessment charges onto the tax roll and the generation of the annual tax bills related thereto. Contra Costa County charges a Levy Code Fee of \$250 per district, \$0.76 Collection Fee per parcel, and \$0.09 Assessor User Code Fee per parcel. Each Zone is charged \$125 plus \$0.85 per parcel.
- **Admin Debits** – Includes the cost of all particular departments and staff of the City for providing coordination of annual District administration process, operation, and maintenance of the improvements and responding to public concerns. This line item also includes the cost of preparing the Engineer's report for the administration of the District and transmitting assessment amounts to the County for the inclusion on the tax roll.

ACCOUNT BALANCES

DISTRICT	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Fund balance on July 1 st	\$15,027.87	\$24,203.51	\$30,613.24	\$32,187.78	\$35,952.50
Revenue	\$39,797.64	\$41,854.22	\$39,746.28	\$57,364.10	\$49,767.90
Expenditures	\$30,622.00	\$35,444.29	\$38,171.74	\$53,599.38	\$42,610.54
Revenue over/under expenses	\$9,175.64	\$6,409.73	\$1,574.54	\$3,764.72	\$7,157.36
Fund balance on June 30 th	\$24,203.51	\$30,613.24	\$32,187.78	\$35,952.50	\$43,109.86

Based on the historical data in the table above, the average expenditures for the District are \$40,089.59. The 1972 Act allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later." The Reserve Fund will be considered fully funded when the account balance reaches an amount equal to approximately 50% of the annual District costs.

CRA allocations were based on the percentage of poles in each Zone; approximately 45.5% of the poles in the District are in Zone A, and approximately 54.5% are in Zone B. The methodology noted above will be applied each fiscal year to allocate appropriate amounts to the Reserve Fund and CRA.

If a lighting pole is damaged or knocked down by an accident, attempts are made to recover the replacement cost through the responsible party. The recovered funds are placed in the CRA for the Zone where the knockdown reoccurred. A summary of the Capital Replacement Reserve account for each Zone is shown in the table below.

Zone	Capital Replacement account balance as of 07/01/2022	FY 2022-23 Contribution to Capital Replacement account	Estimated lighting pole recovery costs for FY 2022-23	Estimated lighting pole repair and replacement costs in FY 2022-23	Estimated ending Capital Replacement account balance on 06/30/2023.
A	\$13,937.41	\$2,600.00	-	-	\$16,537.41
B	\$2,527.72	\$3,120.00	-	-	\$5,647.72

*Includes the purchase of a surplus pole for future knockdowns

SECTION IV – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Contra Costa County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within the District for Fiscal Year 2023/2024, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way;

common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

Zone	APN	Parcel Acreage	Parcel Type	Parcel AU	2023/2024 Assessment per AU	2023/2024 Assessment	Applied Assessment
A	401-211-030	3.62	COM	14.48	\$535.84	\$7,758.96	\$7,758.96
A	401-211-031	1.27	COM	5.08	\$535.84	\$2,722.07	\$2,722.08
A	401-211-032	0.42	COM	1.68	\$535.84	\$900.21	\$900.20
A	401-211-033	0.6	CMV	2.40	\$535.84	\$1,286.02	\$1,286.02
A	401-211-035	0.573	COM	2.292	\$535.84	\$1,228.15	\$1,228.16
A	401-410-005	2.23	COM	8.92	\$535.84	\$4,779.69	\$4,779.70
A	401-410-019	2.006	COM	8.024	\$535.84	\$4,299.58	\$4,299.58
A	401-410-020	<u>2.48</u>	COM	<u>9.92</u>	\$535.84	\$5,315.53	\$5,315.54
		13.199		52.796		\$28,290.21	\$28,290.24
B	360-010-028	0.344	COM	1.376	\$588.98	\$810.44	\$810.44
B	360-010-029	1.738	COM	6.952	\$588.98	\$4,094.59	\$4,094.60
B	360-010-030	0.53	COM	2.12	\$588.98	\$1,248.64	\$1,248.64
B	360-010-031	0.63	COM	2.52	\$588.98	\$1,484.23	\$1,484.22
B	360-010-033	0.43	COM	1.72	\$588.98	\$1,013.05	\$1,013.04
B	360-150-043	1.24	COM	4.96	\$588.98	\$2,921.34	\$2,921.34
B	360-150-044	0.48	COM	1.92	\$588.98	\$1,130.84	\$1,130.84
B	401-310-021	5.683	COM	22.732	\$588.98	\$13,388.69	\$13,388.70
B	401-310-022	0.46	COM	1.84	\$588.98	\$1,083.72	\$1,083.72
B	430-330-027	<u>0.94</u>	COM	<u>3.76</u>	\$588.98	\$2,214.56	\$2,214.56
		12.475		49.900		\$29,390.10	\$29,390.10
	Totals:	25.674		102.696		\$57,680.31	\$57,680.26

Parcel Type: "COM" is a developed commercial property
"CMV" is an undeveloped commercial property

Zone A – APN 401-410-017 was merged from three former parcels (APN's 401-410-014, 401- 410-015 & 401-410-016), and became active and assessable for Fiscal Year 2011/2012. APN 401-211-34 was annexed into the District for the 2013/2014 year. APN 401-410-017 was split into 401-410-019 and 020 for Fiscal Year 2018/2019.

Zone B – APN's 401-310-010 and 401-310-013 were merged into APN 401-310-019. This parcel became active and assessable for Fiscal Year 2011/2012. APN's 401-310-002; 003; 012; 017; 018 & 019 were merged into APN 401-310-021 for Fiscal Year 2013/2014. APN 401-310-

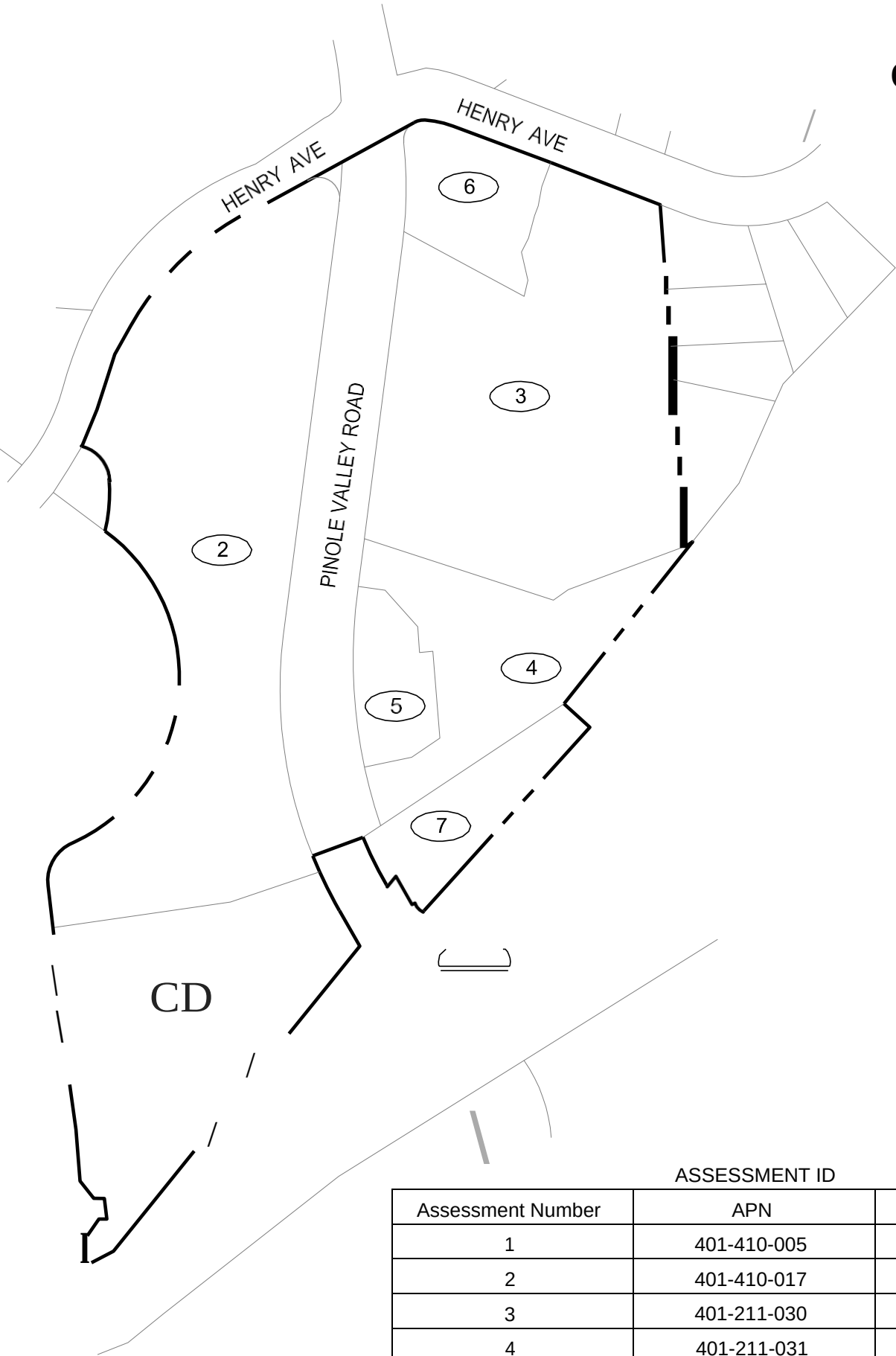
018 became parcel 022 for Fiscal Year 2013/2014. APN 430-330-022 merged into APN 401-310-021 for Fiscal Year 2014/2015.

SECTION V – DISTRICT DIAGRAM

The following page(s) show the Assessment Diagrams for The Pinole Valley Road Landscape and Lighting Assessment District. The lines and dimensions shown on maps of the Contra Costa County Assessor for the current year are incorporated by reference herein and made part of this Report.

REVISED ASSESSMENT DIAGRAM
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT
ZONE A

CITY OF PINOLE
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PINOLE,
THIS DAY ____ OF ___, 20__.

CITY CLERK
CITY OF PINOLE
CONTRA COSTA COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE REVISED ASSESSMENT DIAGRAM FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PINOLE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ___, 20__, BY ITS RESOLUTION NO. ____.

CITY CLERK
CITY OF PINOLE
CONTRA COSTA COUNTY, CALIFORNIA

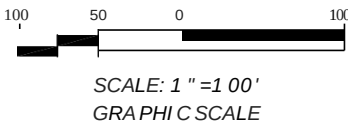
FILED THIS ____ DAY OF ___, 20__ AT THE HOUR OF ____ O'CLOCK M.,
IN BOOK ____ AT PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

COUNTY RECORDER
COUNTY OF CONTRA COSTA

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL
WITHIN THE DISTRICT, REFER TO THE 2006 COUNTY OF CONTRA COSTA ASSESSOR'S MAPS.

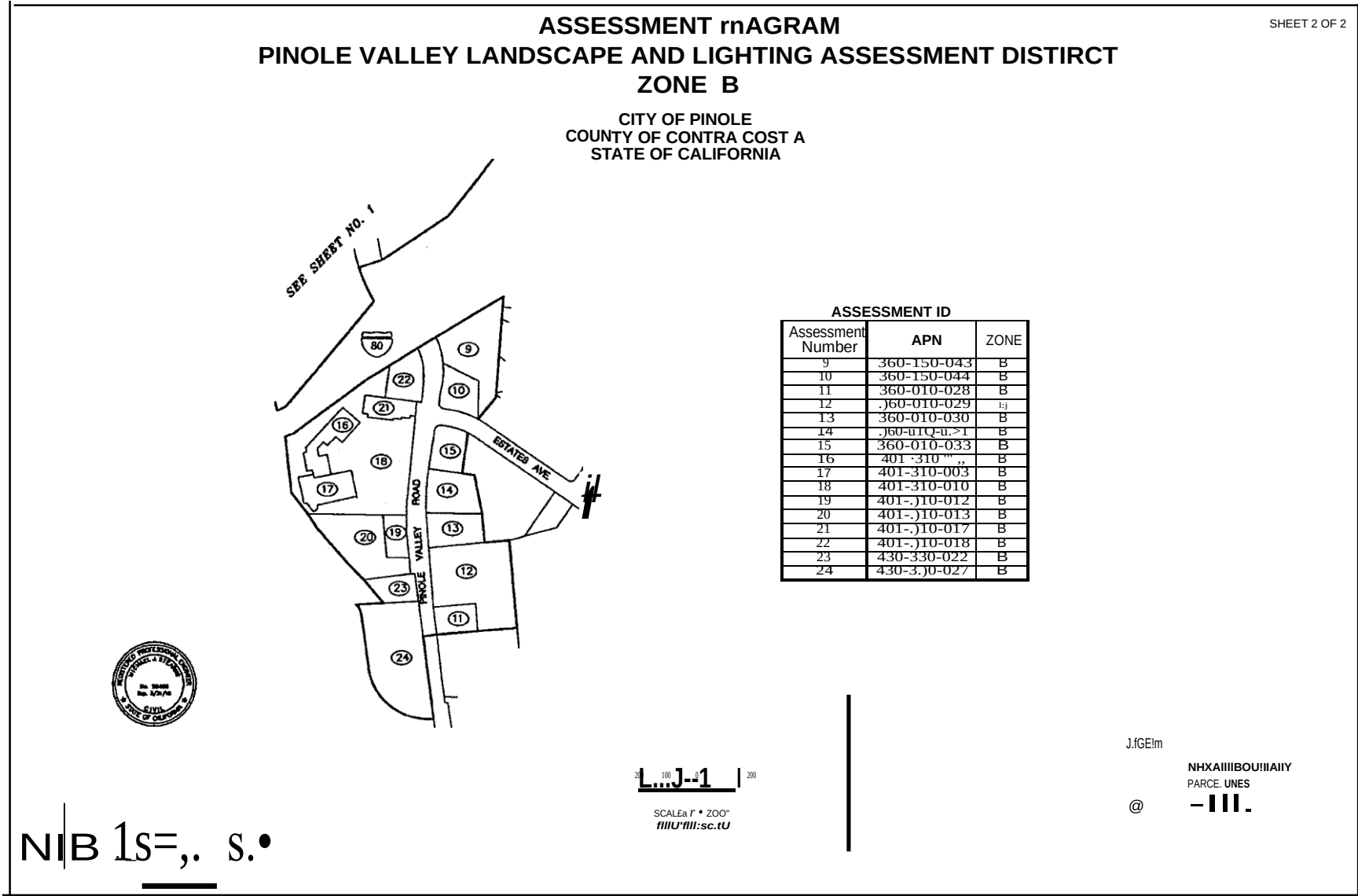


ASSESSMENT ID		
Assessment Number	APN	ZONE
1	401-410-005	A
2	401-410-017	A
3	401-211-030	A
4	401-211-031	A
5	401-211-032	A
6	401-211-033	A
7	401-211-034	A



LEGEND

- EXISTING ZONE A BOUNDARY
- PARCEL LINES
- CD ASSESSMENT NO.





CITY COUNCIL REPORT

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: REVIEW OF THE CITY'S REQUIRED CONTRIBUTIONS TO PENSION AND THE LIFESPAN OF THE SECTION 115 TRUST FUND

RECOMMENDATION

Staff recommends that the City Council receive a report on the City's annual required contributions to the California Public Employees' Retirement System (CalPERS), through which the City provides employees with a defined benefit pension, and the estimated lifespan of the City's Section 115 Trust Fund.

BACKGROUND

The City engaged the consulting firm Foster & Foster (formerly Bartel Associates) to analyze the City's forecasted annual required contributions to the California Public Employees' Retirement System (CalPERS). The analysis entailed a review of the City's estimated unfunded actuarial accrued liability; CalPERS future expected investment returns; expected future required contributions; and use of the City's Section 115 Trust Fund for rate stabilization.

In 2018, the City Council adopted Resolution No. 2018-52 approving the Public Agencies Post-Employment Benefits Trust Agreement, thereby establishing the City's Section 115 Trust Fund. The City initially deposited \$16,287,510 into the fund, using proceeds that the City received from the sale of a City-owned property – Pinole Assisted Living Community (PALC). In addition, the fund balance has grown due to interest earnings from investing the funds. The Trust Fund is managed by Public Agency Retirement Services (PARS).

The City, like many other municipal agencies, established the Section 115 Trust Fund to set aside funds to offset anticipated significant increases in future City pension costs. Specifically, the Council intended to withdraw funds from the Section 115 Trust Fund each fiscal year to cover the increase between the City's contribution toward employee pensions in Fiscal Year (FY) 2018/19, the baseline year, and the City's required contribution in future years.

On July 19, 2022, the City Council received a report from staff providing an update on the formula that the City uses to determine the amount of funds to be withdrawn from the Trust, to ensure that the funds are being used consistent with the intended purpose.

The purpose of this agenda item is to provide the City Council with an updated analysis of the City's annual required contributions to CalPERS and the estimated lifespan of the Section 115 Trust Fund.

REVIEW AND ANALYSIS

Annual Required Contributions to Pension

Over the past decade, the California Public Employees Retirement System (CalPERS), through which the City provides employees with a pension, has instituted a number of changes to strengthen the system's financial strength. This has resulted in significant increases in the contributions that public agencies that participate in CalPERS must make to CalPERS.

The City engaged the consulting firm, Foster & Foster (formerly Bartel Associates) to analyze the City's annual required contribution to CalPERS. The analysis entailed a review of the City's estimated unfunded actuarial accrued liability; CalPERS future expected investment returns; expected future required contributions; and use of the City's Section 115 Trust Fund for rate stabilization. Forecasts and assumptions are based on the current CalPERS actuarial valuation reports as of June 30, 2021 for safety and miscellaneous plans.

Following are some key items that were factored into the forecast which explain the increase in the City contribution beginning in FY 2024/25.

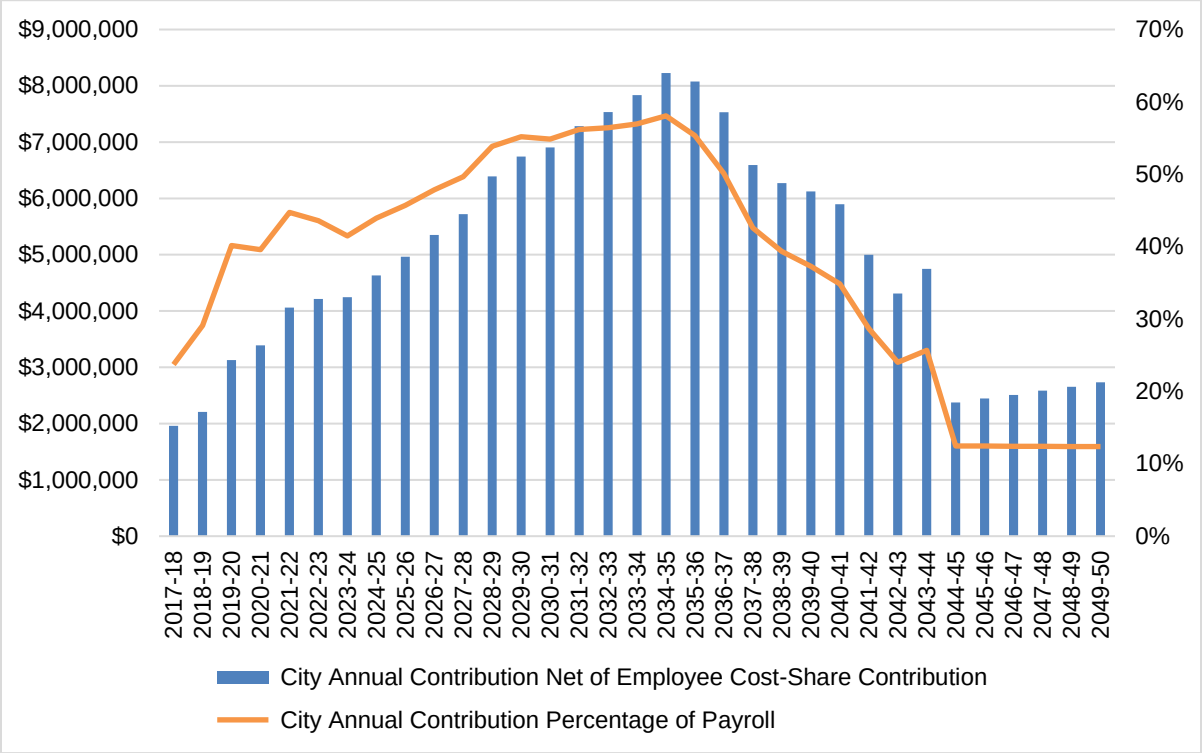
- The unfunded liability is expected to increase in the next actuarial valuation due to:
 - o The estimated impact of the -7.5% investment return during FY 2021/22.
 - o CalPERS' investment portfolio increased approximately 5% during the past year, lower than expected 6.8% discount rate (the present value of future cash flow).
- Future investment returns are expected to be more volatile due to CalPERS changing how it allocates funds to the various types of investments.

Table 1 below illustrate the City's actual (FY 2017/18 - FY 2021/22) and forecasted (FY 2022/23 – FY 2049/50) required annual contribution, net of employees' cost-share of the City (employer) contribution. The City's total contribution includes two components—the *normal cost* defined as the annual cost of service accumulated for the upcoming fiscal year for active employees and the *Unfunded Actuarial Liability (UAL)* defined as the difference between future benefits the pension fund is expected to pay out and the assets presently in the pension fund.

Employees are required to make standard contributions to pension. In addition to the standard contributions required by CalPERS, Pinole employees, through cost-sharing agreements in labor memorandums of understanding (MOUs) between the City and its employee unions, also contribute an additional percentage to the City (employer) contribution.

The projected June 30, 2022 unfunded liability is approximately \$43.5 million for the combined miscellaneous and safety plans. While contributions that CalPERS will require from the City in the future are expected to pay off this UAL, it will likely mean increasing contributions over approximately the next 12 years, through FY 2034/35, going from approximately 41% to 58% of projected payroll. Contribution rates are expected to gradually decrease in FY 2035/36 through FY 2049/50, going from 55% to 12% of projected payroll.

Table 1 – City Annual Required Contribution to CalPERS Forecast



Total Pension Costs

The City’s total pension costs consist of the annual required contribution to CalPERS (described above), net of the employee cost-share, and the debt service payment on the pension obligations bonds. The bonds were issued in 2006 and the proceeds were used to finance the City’s unfunded accrued actuarial liability with CalPERS. The total principal and interest outstanding as of June 30, 2023 is \$9,730,000. The debt will be fully paid in 2036.

The City pays pension costs from the various City funds with 75% paid from the General Fund and 25% paid from Non-General Funds. Increases in the General Fund pension costs related to the annual required contribution are offset by a transfer from the Section 115 Trust Fund.

Table 2 below shows the City’s forecasted total pension costs through FY 2049/50. As shown in the table, the City’s annual required contribution is expected to increase in FY 2024/25 through FY 2034/35 before rates are forecasted to gradually decline from FY 2035/36 through FY 2049/50. Adding to the reduction in costs in future years is the retirement of the pension obligation bonds in 2036.

Table 3 below compares total pension costs forecasts prepared in 2018 and 2023. It is for illustrative purposes to show what the City expected to pay toward future pension costs compared to current pension costs. The increases in the City’s annual required contribution are mainly attributable to the growth in the unfunded liability. At the time the City established the Trust Fund in 2018, the unfunded liability was approximately \$30,200,000. It is projected to be \$43,500,000 for 2023. The higher annual required contributions have resulted in higher amounts withdrawn from the Trust Fund to cover those increases. The forecasted lifespan of the Trust Fund is described in the following section.

Table 2 – City Total Pension Costs Forecast

Fiscal Year	City Annual Contribution Net of Employee Cost-Share	Pension Obligation Bond Debt Service	Total Pension Costs	Transfer from Section 115 Trust Fund To The General Fund	City Net Annual Contribution After Transfer from Section 115 Trust	City Annual Contribution Percentage of Payroll
2017-18	\$ 1,960,149	\$ 572,923	\$ 2,533,072	\$ -	\$ 2,533,072	24%
2018-19	2,206,611	523,631	2,730,242	-	2,730,242	29%
2019-20	3,128,242	536,120	3,664,363	-	3,664,363	40%
2020-21	3,389,076	558,607	3,947,683	(1,352,111)	2,595,572	40%
2021-22	4,059,258	608,736	4,667,994	(1,061,736)	3,606,258	45%
2022-23	4,214,000	598,545	4,812,545	(2,016,612)	2,795,933	44%
2023-24	4,245,000	611,107	4,856,107	(2,245,480)	2,610,627	41%
2024-25	4,632,000	636,100	5,268,100	(2,425,118)	2,842,982	44%
2025-26	4,963,000	651,100	5,614,100	(2,522,123)	3,091,977	46%
2026-27	5,352,000	721,100	6,073,100	(2,597,787)	3,475,313	48%
2027-28	5,721,000	721,100	6,442,100	(2,675,720)	3,766,380	50%
2028-29	6,390,000	721,100	7,111,100	(2,755,992)	4,355,108	54%
2029-30	6,744,000	721,100	7,465,100	(2,838,672)	4,626,428	55%
2030-31	6,906,000	721,100	7,627,100	-	7,627,100	55%
2031-32	7,284,000	848,100	8,132,100	-	8,132,100	56%
2032-33	7,534,000	848,100	8,382,100	-	8,382,100	56%
2033-34	7,834,000	848,100	8,682,100	-	8,682,100	57%
2034-35	8,226,694	848,100	9,074,794	-	9,074,794	58%
2035-36	8,075,688	848,100	8,923,788	-	8,923,788	55%
2036-37	7,532,049		7,532,049	-	7,532,049	50%
2037-38	6,592,879		6,592,879	-	6,592,879	43%
2038-39	6,272,285		6,272,285	-	6,272,285	39%
2039-40	6,123,592		6,123,592	-	6,123,592	37%
2040-41	5,897,127		5,897,127	-	5,897,127	35%
2041-42	4,997,322		4,997,322	-	4,997,322	29%
2042-43	4,311,864		4,311,864	-	4,311,864	24%
2043-44	4,747,147		4,747,147	-	4,747,147	26%
2044-45	2,373,924		2,373,924	-	2,373,924	12%
2045-46	2,445,141		2,445,141	-	2,445,141	12%
2046-47	2,509,727		2,509,727	-	2,509,727	12%
2047-48	2,585,019		2,585,019	-	2,585,019	12%
2048-49	2,653,267		2,653,267	-	2,653,267	12%
2049-50	\$ 2,732,865		\$ 2,732,865	\$ -	\$ 2,732,865	12%

Table 3 – Comparison of the 2018 and 2023 Total Pension Costs Forecasts

	2018 Forecast			2023 Forecast		
	City Annual Contribution Net of Employee Cost-Share	Pension Obligation Bond Debt Service	Total Pension Costs	City Annual Contribution Net of Employee Cost-Share	Pension Obligation Bond Debt Service	Total Pension Costs
Fiscal Year						
2017-18	\$ 1,845,000	\$ 505,000	\$ 2,350,000	\$ 1,960,149	\$ 572,923	\$ 2,533,072
2018-19	2,246,000	520,000	2,766,000	2,206,611	523,631	2,730,242
2019-20	2,675,000	520,000	3,195,000	3,128,242	536,120	3,664,363
2020-21	3,038,000	520,000	3,558,000	3,389,076	558,607	3,947,683
2021-22	3,429,000	520,000	3,949,000	4,059,258	608,736	4,667,994
2022-23	3,784,000	520,000	4,304,000	4,214,000	598,545	4,812,545
2023-24	4,004,000	520,000	4,524,000	4,245,000	611,107	4,856,107
2024-25	4,324,000	520,000	4,844,000	4,632,000	636,100	5,268,100
2025-26	4,445,000	520,000	4,965,000	4,963,000	651,100	5,614,100
2026-27	4,902,000	520,000	5,422,000	5,352,000	721,100	6,073,100
2027-28	5,146,000	700,000	5,846,000	5,721,000	721,100	6,442,100
2028-29	\$ 5,348,000	\$ 720,000	\$ 6,068,001	\$ 6,390,000	\$ 721,100	\$ 7,111,100

Lifespan of the Section 115 Trust Fund

The City established its Section 115 Trust Fund in 2018 which was funded by one-time proceeds from the sale of property. The City initially deposited \$16,287,510 into the fund, using proceeds that the City received from the sale of a City-owned property. The fund balance has grown due to interest earnings from investing the funds. The Trust Fund is managed by Public Agency Retirement Services (PARS). The Trust Fund's unaudited balance at June 30, 2023 is \$16,442,515 (before the withdrawal for FY 2022/23).

The Trust Fund was established to offset increases in the City's annual required contribution to CalPERS. The funds can only be used to transfer directly to CalPERS or to reimburse the City for contributions made to CalPERS. The City's intended and consistent historical practice has been to withdraw funds from the Trust Fund in an amount equal to the difference between the City's net required annual contribution for a given year and that from FY 2018/19, the baseline year. The City has consistently used the same methodology to determine the amount to withdraw and transfer into the General Fund.

Table 4 below illustrates actual and forecasted amounts the City will withdraw from the Trust Fund. Using the City's current formula, the Trust Fund is estimated to be depleted in FY 2029/30. After Trust Fund is exhausted, the City will need to fund the full amount of the annual required contribution. The amount the City will need to make up is approximately \$3,000,000 beginning in FY 2030/31 with \$2,250,000 (75%) to be paid by the General Fund and \$750,000 (25%) to be paid by Non-General Funds.

Table 4 – Section 115 Trust Fund Lifespan Forecast

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Revised Budget	2023-24 Forecast
Section 115 Trust						
Pension Fund Balance, July 1	16,287,510	17,159,258	18,088,812	19,442,496	16,045,223	14,459,597
Revenues - Interest	924,669	1,010,988	2,792,382	(2,248,500)	490,986	838,657
Expenditure - Withdrawal			1,352,111	1,061,736	2,016,612	2,245,480
Expenditures - Bank Fees	52,921	81,434	86,587	87,037	60,000	50,000
Pension Fund Balance, June 30	17,159,258	18,088,812	19,442,496	16,045,223	14,459,597	13,002,774

	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Section 115 Trust						
Pension Fund Balance, July 1	13,002,774	11,286,816	9,379,328	7,295,543	5,022,964	2,548,304
Revenues - Interest	754,161	654,635	544,001	423,141	291,332	147,802
Expenditure - Withdrawal	2,425,118	2,522,123	2,597,787	2,675,720	2,755,992	2,838,672
Expenditures - Bank Fees	45,000	40,000	30,000	20,000	10,000	
Pension Fund Balance, June 30	11,286,816	9,379,328	7,295,543	5,022,964	2,548,304	(142,567)

FISCAL IMPACT

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

ATTACHMENTS

None.



CITY COUNCIL REPORT

12B

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
JEREMY ROGERS, COMMUNITY SERVICES DIRECTOR**

SUBJECT: OPTIONS FOR A COMPREHENSIVE PUBLIC ART PROGRAM

RECOMMENDATION

Staff recommends that the City Council receive a report on public art in Pinole, review options for the establishment of a public arts program, and provide direction as appropriate.

BACKGROUND

At the October 18, 2022 Council meeting, Council Member Tave requested a future agenda item regarding an update on the City's public art/mural program. At the November 1, 2022 Council meeting, former Mayor Salimi requested a future agenda item regarding a public art project related to Iranian human rights. The City of Pinole does not currently have a public art program nor policies related to accepting gifts of art or spending public art funds. In consideration of the two requested future agenda items, this report provides background information on public art in Pinole and options for the creation of a comprehensive public art program, if the Council so directs.

What is Public Art

According to the Americans for the Arts, simply put, "Public Art" is art in public spaces. Public art is publicly accessible—both physically and/or visually. It can take a wide range of forms, sizes, and scales, and it can be temporary or permanent. It often interprets the history of the place and its people and can address a social or environmental issue. Public art can include murals, sculptures, memorials, integrated architectural or landscape architectural work, community art, digital new media, and even performances and festivals. Public art has been found to provide a positive impact on communities by supporting beautification, developing economic growth and sustainability, reinforcing attachment and cultural identity, championing artists as contributors to joy and inspiration in the community, promoting social cohesion and cultural understanding, and fostering public health and belonging.

Public art is typically developed and managed by a municipal agency such as a city or private entity such as a nonprofit arts organization and is typically funded through the

government, but increasingly through public-private partnerships as well. As discussed later in this report, to generate funding for public art, jurisdictions may adopt ordinances specifying that a percentage of construction costs associated with development projects must be set aside for the commission, purchase, fabrication, and installation of public artwork. Jurisdictions may also accept donations in the form of monetary funds earmarked for public art, or gifts of artwork itself.

Existing Public Art in Pinole

Pinole is home to a number of colorful murals commissioned by the City's former Redevelopment Agency celebrating the history and culture of Pinole. The murals were painted on City and private buildings and walls by local artists and the Pinole Artisans from 1995 through 2007. The collection includes the following:

- (1) A mural celebrating 100 years of railroad history along the concrete walls on Tennent Avenue under the BNSF railroad overpass
- (2) Murals around Fernandez Park including 659 Tennent Avenue, in the public parking lot behind Park View Plaza, and on the building at 2400 San Pablo Avenue
- (3) A mural located at 2350 San Pablo Ave along the pedestrian walkway from the Bear Claw bakery to the community parking lot near Fernandez Park
- (4) A mural on the upper façade of the building (private property) at 2221 Pear Street
- (5) A mural at 800 Tennent Avenue in City Hall Plaza Parking
- (6) A mural at the bus stop along the retaining wall on San Pablo Avenue at Oak Ridge Road
- (7) A mural celebrating 100 years of railroad history along the concrete walls on Pinole Valley Road under the Interstate 80 overpass (see **Figure 1**)

The murals are in various conditions (from good to deteriorated). See the inventory in **Attachment A** for current photographs. A 2016 City Council staff report¹ provided an overview of the condition of the murals with recommendations for future maintenance and preservation. At the conclusion of that Council meeting, the Council did not take formal action regarding the murals, but the Mayor at the time confirmed that funds should be identified for (1) mural preservation and (2) the development of an ordinance that would address the retention and maintenance of murals.

Additionally, there are six public tile mosaics at public locations in the City: at the Public Safety Building, Meadow Park, the Pinole Library (see **Figure 1**), the Youth Center, City Hall and the water fountain in Fernandez Park.

There are a few other publicly accessible private murals throughout the City on private commercial property. For example, a mural depicting turn-of-the-last-century Pinole hangs in the Wells Fargo building on Fitzgerald Drive, a colorful mural with animals adorns the Pinole Pet Hospital building on San Pablo Avenue, and the interior of Trader Joe's on

¹ https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_10946972/File/City%20Government/City%20Clerk/Archived%20Agenda/Archived%20City%20Council/2016%20Agenda%20Packets/2016-04-05/09A.pdf

Pinole Valley Road is encircled by a mural depicting important landscapes and special places in Pinole.

Figure 1: Two examples of Public Art in Pinole



Tile mosaic at the Pinole Library on Pinole Valley Road



Mural Under Interstate 80 at San Pablo Avenue

Staff developed an inventory (**Attachment A**) and an interactive online map² with information about these art pieces in Pinole.

Existing City Policies Related to Public Art

The City has not developed a Public Art Program or Public Art Policy, and therefore the City lacks policies related to curation, contracting, installation, maintenance, conservation, loans, and decommissioning of public art. However, the City's General Plan and Three Corridors Specific Plan provide guidance that can be used in developing such policies. A summary of these relevant items from the General Plan Chapter 3 (Community Character) and Chapter 5 (Land Use and Economic Development) follows:

- Policy CC.1.3. This policy establishes that the City will develop community entry features (with landscaping, trees, structural architectural elements, signage and public art) at key gateways or city entries along Interstate 80.
- Action CC.1.3.2. This action item involves the City establishing a Gateway Program to create a sense of entry and promote wayfinding at key locations, incorporate community landmarks and focal points (including public art and other design features such as fountains and monuments) into community and neighborhood parks.
- Action CC.4.2.3. This action item involves the City establishing a program to identify historical structures, places and events in recognition of their status. This program may include the use of signs, monuments, public art and interpretive exhibits.

² <https://www.google.com/maps/d/edit?mid=1E81keUOFTy1jDqqk6r8d2pjwgsMURhc&usp=sharing>

- Action CC.5.3.1. This action item considers the utilization of the Community Services Commission (or establishing another board or commission) to establish a public art program, directing the use of public funds for art in public places, encouraging the use of art in private development projects, and administering other cultural and artistic programs for the city as deemed appropriate by the City Council. The duties of the Community Services Commission, pursuant to Chapter 2.36 of the Pinole Municipal Code, include advising on arts and cultural activities in the City.
- Action LU.8.1.2, 8.1.2, and 8.3.5. These action items direct new and/or enhanced unique San Pablo Avenue, Pinole Valley Road, and Appian Way regional and neighborhood gateway treatments (including potentially public art) at key locations to visually enhance the portion of the corridor within Pinole over time.

Additionally, the City's Three Corridors Specific Plan Chapter 7 (Private Realm Design Guidelines) and Chapter 8 (Public Realm Design Guidelines) contain a number of guidelines related to Public Art on private and public property. On private property, the Specific Plan encourages Public Art to be integrated into private development projects such as water features, murals, and sculptures or public infrastructure such as bike racks, gates, benches, and bollards. On public property, the Specific Plan provides the following guidance:

- The City should consider initiating an "Art in Public Places" program that can provide incentives as well as layout guidelines for design and placement of art in Pinole.
- All capital improvement and development projects should explore the integration of public art into the design of public streetscape elements (e.g., paving, street furniture, transit shelters, lighting).
- Public art is encouraged to be used in a variety of locations to enhance the quality and use of the public space or downtown street environment.
- Public art should consider the incorporation of functional streetscape amenities, such as benches, walls, stairs, paving, bike racks, and bus stop shelters.
- Public art should reflect the spirit and character of the community. Murals are a colorful form of public art that can celebrate the history and culture of Pinole.
- The design and materials of the artwork should be durable against weather and vandalism, and should not require extensive maintenance.

Existing Funding

The City has not adopted measures to ensure consistent funding for public art. Despite this, the City has accumulated a small Public Art Fund. This Fund was established when public art fees were negotiated as a part of the development agreements for the Gateway projects in the early 2000s. The Public Art revenue account currently has a balance of \$95,892.50. However, the City has not adopted a policy on how to expend funds collected for public art, which would be a recommended next step.

REVIEW & ANALYSIS

Public art has the ability to inspire, ignite, awaken, and animate. It can add vitality, culture, and character to street life and public gathering places by acting as a focal point in a public space (e.g., a sculpture) as well as a functional feature (e.g., a bench). It can serve to help orient community members and function to mark major transition points in the City. In addition, public art may also support economic development and improve the overall business climate by creating a more desirable community within which to live and work, increasing the ability to attract and retain commercial and industrial businesses through an enriched visual environment, and fostering educational opportunities for the community. Moreover, it can contribute to a sense of identity and pride in the community and reflect a community's aspirations and history.

Public art may take different forms, including the following:

- Standalone: e.g., sculptures, statues, structures
- Integrated (into façades, pavements, or landscapes): e.g., mosaics, bas reliefs
- Applied (to a surface): e.g., murals, building-mounted sculptures, utility box artwork, monument and wayfinding signs
- Installation (often large-scale, mixed-media constructions where artwork and site are mutually embedded): e.g., transit station art
- Ephemeral (non-permanent): e.g., performances, temporary installations

Public art examples from nearby communities are provided in **Figure 2**, on the next page.

Art in Public Places Program

The City's Three Corridors Specific Plan encourages the City to consider initiating an "Art in Public Places" program. Such a program could support the integration and maintenance of site-specific installations and unique public art in public places that reflect the history and values of the Pinole community. These could include temporary and/or permanent works of art, works of art purchased, created, or gifted for display in public places, as well as publicly accessible art incorporated into private development projects. The program could address donations of art from community groups, include a policy related to gifts and loans of artwork, support local non-profit arts and culture organizations for community-based arts activities, and establish an interest-bearing Arts Fund.

There are a variety of considerations that must be accounted for in a public art program. These include artist and site selection for public art projects, maintenance, funding, staffing, administration, and other elements. Staff reviewed established "Art in Public Places" programs in the communities of Orinda³, San Pablo⁴, El Cerrito⁵, the Public Art

3 <https://www.cityoforinda.org/206/Art-in-Public-Places>

4 <https://www.codepublishing.com/CA/SanPablo/html/SanPablo17/SanPablo1763.html>

5 http://www.el-cerrito.org/DocumentCenter/View/2554/APP_submittal_instructions?bidId=

Program in Richmond⁶ and the Public Art Policy in Martinez⁷. A summary of program components is provided in **Table 1**.

Figure 2: Examples of public art in other nearby communities

▼ *Water Sculpture in Lafayette*
(artist: Archie Held)



▼ *Book Benches in Livermore*
(artist: not specified)

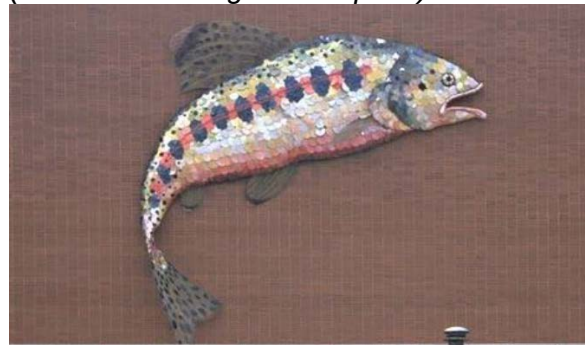


▼ *Sculpture/light installation in Walnut Creek*
(artist: Cliff Garten)



▲ *Sculpture and poem in Brentwood*
(artist: Debra Janis)

▼ *Building-mounted sculpture in Richmond*
(artist: Andre Singer-Thompson)



6 <https://www.ci.richmond.ca.us/126/Public-Art-Program>

7 <https://www.cityofmartinez.org/our-city/community-programs/public-art-policy>

► *Tile integrated into benches in San Ramon (artists: teens in Parks and Community Services Department)*



TABLE 1: COMPONENTS OF A PUBLIC ART PROGRAM		
Topic	Purpose	Point of Consideration
Public Art Review Authority	Establish a public art review authority, whose role is to review and approve public art projects, artist selection, and the selection of sites for public art; ensure authority represents broad community interests and technical expertise related to the creation of public art.	Pinole’s Community Services Commission is identified in City’s General Plan as the review authority. In El Cerrito, staff reviews public art during building permit review with a referral to the Arts and Cultural Commission if the project does not comply with standards. In San Pablo, an art permit is reviewed by the Planning Commission and approved by the Council. In Walnut Creek and Brentwood, public art is reviewed and approved by the Arts Commission. In Lafayette, the Public Art Committee advises the City Council in matters pertaining to public art acquisitions and gifts, artwork maintenance, and, when necessary, artwork decommissioning.
Funding	Establish an interest-bearing fund, budget set-asides (e.g., administrative costs, maintenance, insurance, decommissioning) and policy on use of funds and eligible public art expenses	Sources of funding can include: • Percent for Art Ordinance (capital construction projects and private developments) • Donations from private firms (public/private partnership) • Nonprofit fundraising body raising private funds

TABLE 1: COMPONENTS OF A PUBLIC ART PROGRAM

Topic	Purpose	Point of Consideration
Site Selection	Establish a set of criteria to be considered for public art planned, donated, initiated, or commissioned.	Process could involve evaluating sites and creating priorities based on criteria including: public access, visibility, ability to create a sense of community, historical significance, public safety, engineering concerns, and other factors that may be locally relevant.
Artist Selection	Establish an artist selection method for commissioned artwork.	Will preference be given to local artists? Common selection methods include: • Request for proposals, • Request for qualifications • Artist competition
Documentation of Public Art	Establish documentation and inventory procedures. Providing documentation helps citizens, educators, and students know what public art is available in the community, and also helps administrators track projects and funding needs over time.	Documentation is linked to both maintenance and education.
Maintenance of Public Art	Establish maintenance procedures. Maintenance of existing work is recommended to coexist with the commissioning or acquisition of new works in order to efficiently build a public art collection.	Funding should be allocated for conservation and maintenance of art pieces on public property. Consider maintenance agreement for private property public art. For example, in San Pablo a private property owner is required to maintain the public art, perform maintenance (through a covenant recorded against the property), and replace any art that is removed.

TABLE 1: COMPONENTS OF A PUBLIC ART PROGRAM

Topic	Purpose	Point of Consideration
Acquisition and Removal of Public Art	Establish guidelines for the acceptance and decommissioning of public art	For non-commissioned works, establish criteria which would allow for decisions to be made regarding both acquisition as well as removal of public art. Criteria to be considered may include cost, scale, subject matter, artistic style, ongoing maintenance cost, and general adherence to program policies.
Receipt of Public Art Gifts	Establish policies for receipt of gifts of art.	Should be reviewed in accordance with acquisition and removal guidelines.
Educational Opportunities and Community Engagement	Develop educational programming and local community organizations.	Develop educational materials based on art collection. Consider hosting lectures on public art. Establish activities centered around public art.
Accessibility	Develop specifications to ensure that the artwork is publicly accessible	In Walnut Creek, the public art must be located (1) in areas on the site clearly visible from the public street or sidewalk, or (2) in publicly accessible outdoor areas, or (3) on adjacent public property (subject to the approval of any relevant public agency), or (4) in a publicly accessible lobby area or cafeteria of an office building, hotel or hospital.

Potential Funding Sources

The term “Percent for Art” refers to a policy and program that requires development projects to incorporate publicly accessible art into the development or pay a commiserate in-lieu fee that would fund public art in other locations in the City. A Percent for Art policy could work in tandem with a comprehensive Art in Public Places program.

Percent for Art programs have been successfully implemented throughout the United States for many years. In Contra Costa County, the cities of Brentwood, El Cerrito, Lafayette, Richmond, San Pablo, San Ramon, and Walnut Creek have all adopted Percent for Art programs focused on private development. Programs that encourage public art to be provided through development requirements recognize private developments as important locations for public interface and that art and cultural experiences at these sites can have immense benefits to the development and the public alike.

Likewise, some jurisdictions impose a similar Percent for Art policy on publicly funded capital projects to ensure that public art is incorporated into, on, or adjacent to the building or project being constructed. A public development Percent for Art policy and program dedicates funds from a jurisdiction's capital budget towards the development of public art projects on an annual basis. This guarantees a funding stream for public art projects regardless of what happens to other art funding. The policy also guarantees that public art projects will be planned each year, as long as municipal construction continues.

The points of consideration in **Table 2**, below, may be included in any exploration of a Percent for Art policy. This policy could work in tandem with a comprehensive Art in Public Places Program, as described above, which would address other considerations such as, but not limited to, the selection of public sites for public art, gift/donation policies, selection of artists, ownership of art, and public education and programs.

TABLE 2: PERCENT FOR ART POLICY OPTIONS		
Topic	Point of Consideration	Examples (City)
Applicable private development projects	Thresholds of projects subject to Percent for Art policy, e.g., use type, valuation, square footage, number of units	Development costs over \$200,000 (San Pablo); New residential of six or more units (Walnut Creek); Resulting in a building of 5,000 square feet or more of gross floor area (Lafayette); All new industrial structures (Richmond)
Applicable capital improvement projects	Thresholds of projects subject to Percent for Art policy, e.g., estimated construction cost	Any Capital Improvement project with a budget of \$300,000 or more (Richmond)
Provision of art on-site	Value of art to be installed on-site	1% of construction costs (Lafayette, San Pablo, El Cerrito, Richmond, Walnut Creek), set by Resolution (San Ramon, Brentwood); 0.5% of construction costs for non-profit building or hospital (Walnut Creek)
Alternative to Provision of Art	Value of in-lieu fee that is to be contributed to Public Arts Fund as an alternative to on-site installation	0.8% of development costs (Berkeley); 0.33% of construction costs (Livermore)
Capital Projects Percentage for Arts	Percentage assessed to fund Public Art	1.5% of total development costs of City Capital Improvement Project set aside for Public Art (Richmond)

TABLE 2: PERCENT FOR ART POLICY OPTIONS

Topic	Point of Consideration	Examples (City)
Exemptions for certain projects	Types of projects that should be exempt from Percent for Art Ordinance/Policy	Work to fire damaged buildings (most jurisdictions); Residential units with 90% or greater affordable housing mix (Walnut Creek); Four or fewer residential units (Brentwood); Affordable Housing Projects; Residential less than 10 units (San Ramon), Commercial under \$1million (San Ramon); Undergrounding projects (El Cerrito).

Next Steps

If the City Council is interested in establishing an Art in Public Places Program, staff recommends directing staff to:

- Work with the Community Services Commission to develop recommendations for a comprehensive Art in Public Places program. The Program could include guidelines for City art projects and collections, roles/responsibilities, collection management, maintenance, and conservation; and
- Work with the Planning Commission to develop recommendations for a Percent for Art Ordinance and guidelines, procedures and criteria for art in private development; and
- Consult with the Pinole Artisans and other professionals to provide recommendations on the maintenance and preservation and/or decommissioning (if necessary) of each mural in Pinole commissioned by the Redevelopment Agency. Staff will return to Council with a recommended plan of action and associated budget.

FISCAL IMPACT

There is no fiscal impact to considering a direction for a Public Art program.

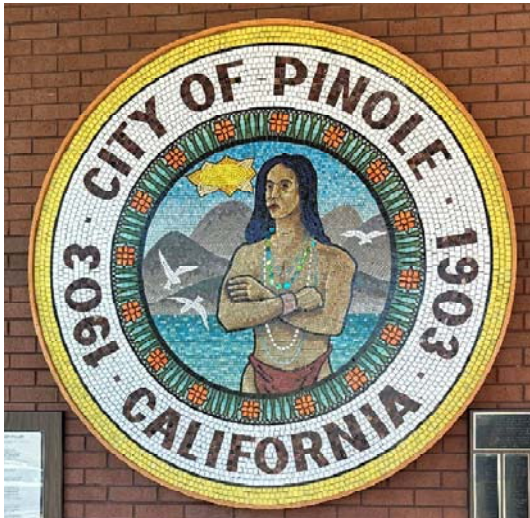
ATTACHMENT(S)

A- Draft Pinole Public Art Inventory

ATTACHMENT A

MURALS COMMISSIONED BY CITY OF PINOLE				
Image	Location	Address	Artist (if known)	Date of Installation
	Railroad trestle over Tennent Avenue	Tennent Ave-BNSF Railroad	Stefen	2003
	Entrance to Fernandez park from public parking lot at 2400 San Pablo Avenue	2358 San Pablo Avenue	Signature of Seri on painting's window	TBD
	Entrance to Fernandez Park from parking lot on Tennant	659 Tennent Avenue	Janette Legg	TBD
	Pedestrian walkway next to Bear Claw Bakery	2340 San Pablo Avenue	Pinole Artisans/Joan Landis	2007

MURALS COMMISSIONED BY CITY OF PINOLE				
Image	Location	Address	Artist (if known)	Date of Installation
	Upper portion of building facade facing Pear Street	2221 Pear Street	Pinole Artisans/Joan Landis	2002
	Public Parking lot facing Public Safety Building	800 Tennent Avenue	Stefen	1999
	Bus Stop	San Pablo Ave and Oak Ridge Avenue	Betty Bailon and Adelpha Frye	1995
 	Underpass	Pinole Valley Road/ Interstate 80 Overpass	John Wehrle	2002

TILE MOSAICS IN PINOLE				
Image	Location	Address	Artist	Date
	Fernandez Park	Tennent and Park St	TBD	TBD
	Youth Center	635 Tennent Avenue	Youth Artists	2008
	Public Safety Building	860 Tennent Avenue	Hanns and Monica Scharff	1985

TILE MOSAICS IN PINOLE				
Image	Location	Address	Artist	Date
	Meadow Park	Nob Hill Avenue at Rogers Way	Pinole Artisans	TBD
	City Hall	2131 Pear Street	TBD	TBD
	Pinole Library	2935 Pinole Valley Rd	TBD	TBD

MURALS ON PRIVATE PROPERTY IN PINOLE			
Image	Location	Artist	Date
	2330 San Pablo Ave- On the building rear	TBD	TBD
	Pinole Pet Hospital- 1400 San Pablo Ave	Stefen	1998
	Trader Joe's- 2742 Pinole Valley Rd	Stefen	2009
	Wells Fargo Bank 1374 Fitzgerald Dr.	TBD	2013



CITY COUNCIL REPORT

12C

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR
ALEX MOG, ASSISTANT CITY ATTORNEY

SUBJECT: STEPS REQUIRED TO SELL THE FARIA HOUSE

RECOMMENDATION

Staff recommends that the City Council receive information on steps that would be required to sell the Faria House and provide direction as appropriate.

BACKGROUND

At its meeting on March 7, 2023, City Council approved a future Council agenda item to receive a report on the steps that would be required to sell the Faria House.

REVIEW & ANALYSIS

The Faria House (the “Faria House”) was donated to the City and was relocated at the expense of the former Redevelopment Agency (the “Agency”) to its current location at 2100 San Pablo Avenue (the “Property”). The Property was purchased by the Agency with Agency low- and moderate-income housing funds (“Housing Funds”) as part of an affordable housing project known as Heritage Park. Three affordable housing units were constructed on three adjacent lots, fronting Buena Vista Drive, and the Property was intended to be used as a park.

In 2012, redevelopment agencies were dissolved, and all properties purchased with Housing Funds were transferred to the City to be used for affordable housing. Both the Faria House and the Property were transferred to the City in August of 2012 as housing assets. Under the redevelopment dissolution law, if properties in the housing asset fund are sold or used for any reason other than affordable housing, the properties must be purchased at fair market value, and the funds received from the purchase must go back into the Housing Fund.

The City looked at various uses for the Faria House and determined that the best use would not be for affordable housing. Therefore, the City decided to purchase the Faria House out of the Housing Fund in order to have flexibility for its use. The City received an appraisal for the Faria House (does not include the land underneath the Faria House) and paid Thirty Thousand Dollars (\$30,000) in July 2016 to transfer the Faria House to the City out of the Housing Fund. The Property is still held by the City as a housing asset.

The process to sell the Property, or to sell the Faria House with a ground lease for the Property, is as follows:

1. The City Council must declare the Faria House and the Property “Surplus Land” pursuant to the Surplus Land Act (Gov. Code § 54220 et seq.). The Council should also direct staff:
 - a. To obtain an appraisal that separately identifies the value of both the Property and Faria House separately.
 - b. To retain a consultant to market the Faria House and the Property.

The Property is zoned and has a Specific Plan designation as Commercial-Mixed Use. The Council should evaluate whether that zoning designation facilitates the type of use desired for the location, or whether the Property should be rezoned.

Rezoning would involve initiation of General Plan, Specific Plan and Zoning Ordinance text and map amendments. This process involves hearings with the Planning Commission to study and ultimately provide a recommendation to the City Council. The City Council approves, conditionally approves, or denies the rezoning. An analysis pursuant to the California Environmental Quality Act (CEQA) would also be required prior to any rezoning actions taken.

2. Thereafter, to comply with the Surplus Land Act, the City must send a written notice of availability regarding the Property to certain public agencies and non-profit housing sponsors that have requested notice.
3. Any entity that receives the notice of availability has 60 days to notify the City that it is interested in purchasing the Property. If there are any responses, the City must then negotiate in good faith with the interested entities for at least 90 days. If any residential units are built on the site by an entity responding to the notice of availability, at least 25% of the units must be affordable for households with incomes of no greater than 80% of the Area Median Income. There is no requirement to change the zoning of the Property or sell the Property for less than fair market value.
4. If no agreement is reached within the 90-day period (or no qualified entity expresses interest within the initial 60-day period), the City has the right to market and sell the Property to any interested entity. If any residential units are built on the Property as a result of this process, at least 15% of the units must be affordable for households with incomes of no greater than 80% of the Area Median Income pursuant to the City’s inclusionary housing requirement.
5. If the Property is not sold to an affordable housing developer, then the Property must be sold for an amount not less than its fair market value. The proceeds from the sale of the Property must be deposited into Housing Fund if the Property is not sold for affordable housing. The proceeds from the sale of the Faria House may be deposited into the City’s General Fund.

Sell of a City property involves a specific process and requires a set of steps to ensure transparency, legality, and fair value. Staff will take following steps if directed by council to proceed for sale of the property.

1. Appraisal: City completed a professional appraisal of the Faria House in March 2023. This appraisal will help us in setting an appropriate selling price.
2. Authorization: Staff will move forward with the sale process once Council authorizes the sale.
3. Marketing: City has retained the services of real estate consultants to help with property sales in the past and would obtain a proposal for marketing and sale this property. The consultant will advertise the property for sale to attract potential buyers. Staff estimates that these services will cost us approximately \$20,000 for marketing and sale of the property.
4. Prepare legal documentation: City attorney's office will prepare the necessary legal documents, including a sales contract or agreement, disclosure statements, and any other required paperwork to ensure compliance with local regulations and laws.
5. Arrange property viewings: Public Works will coordinate and allow interested buyers to visit and inspect the property.
6. Conduct negotiations: City will negotiate with potential buyers to agree on the sale price, terms, and conditions. The negotiation process may involve multiple rounds of offers and counteroffers until both parties reach a mutually acceptable agreement.
7. Accept an offer: Once an acceptable offer is received, council will review and approve the offer.
8. Execute the sales agreement: Once all terms are agreed upon, City will sign the sales agreement with the buyer.
9. Transfer of ownership: City will facilitate the transfer of ownership by completing any legal and administrative procedures required for the transfer.
10. Receive payment: City will ensure that the agreed-upon payment is made by the buyer.
11. Close the sale: Once payment is received, City will finalize the sale by providing the buyer with all relevant documents, keys, and other necessary items for the property transfer.

FISCAL IMPACT

There is no fiscal impact from receiving this report.

ATTACHMENTS

- A. Parcel Map of Faria House

OWNERS' STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAME.

THE UNDERSIGNED FURTHER STATES THAT THE AREA DESIGNATED "10' P.A.E." IS HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC FOR ACCESS PURPOSES.

THE UNDERSIGNED FURTHER STATES THAT THE AREAS DESIGNATED "5' P.S.D.E." AND "10' P.S.D.E." ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE FOR THE USE OF PARCELS A, B & C FOR DRAINAGE FACILITIES.

THE MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

BY: Belinda B. Espinosa
BELINDA B. ESPINOSA
EXECUTIVE DIRECTOR
PINOLE REDEVELOPMENT AGENCY

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Contra Costa

ON February 23, 2010, BEFORE ME, Wanda Olson, A NOTARY PUBLIC PERSONALLY

APPEARED Belinda B. Espinosa
WHO 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

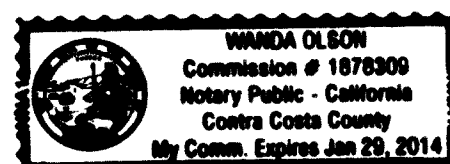
SIGNATURE: Wanda Olson

PRINTED NAME: Wanda Olson

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

MY COMMISSION EXPIRES: January 29, 2014

COMMISSION # OF NOTARY: 1878309

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REDEVELOPMENT AGENCY CITY OF PINOLE IN OCTOBER, 2008. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 12/28/09

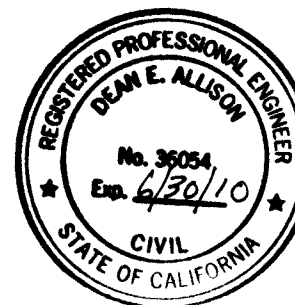
BY: Matthew L. Rei
MATTHEW L. REI
L.S. N.O. 7115
EXPIRES 12/31/10

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF TENTATIVE MAP APPROVAL, HAVE BEEN COMPLIED WITH.

DATE: 1/4/2010

BY: Dean E. Allison
DEAN ALLISON, R.C.E. 36054 (CA)
CITY ENGINEER, CITY OF CITY PINOLE,
REGISTRATION EXPIRES: 6/30/2010

CITY SURVEYOR'S STATEMENT

I MAX H. BRIDGES, CONSULTING CITY SURVEYOR OF THE CITY OF PINOLE, STATE OF CALIFORNIA, HAVE EXAMINED THE SUBDIVISION MS 651-08, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 1/14/2010

BY: Max H. Bridges
MAX H. BRIDGES, R.C.E. 24152 (CA)
CITY SURVEYOR, CITY OF PINOLE
REGISTRATION EXPIRES: 12/31/2008
2011



PARCEL MAP

SUBDIVISION MS 651-08

PORTION OF RANCHO EL PINOLE

CITY OF PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

KISTER, SAVO & REI, INC. LAND SURVEYORS & CIVIL ENGINEERS
RICHMOND,
SCALE: 1" = 30'
CALIFORNIA
NOVEMBER, 2009

CITY CLERK'S STATEMENT

I, PATRICIA ATHENOUR, CITY CLERK OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP CONSISTING OF TWO (2) SHEETS AND ENTITLED "SUBDIVISION MS 651-08" WAS PRESENTED TO THE CITY COUNCIL AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON FEBRUARY 16, 2010 AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION APPROVED SAID MAP AND DID ACCEPT, ON BEHALF OF THE PUBLIC, ALL OF THE PUBLIC EASEMENTS AS SHOWN THEREON AS SHOWN THEREON AS DEDICATED TO THE CITY.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE AFORESAID FINAL MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF PINOLE, ARE FILED IN MY OFFICE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 17th DAY OF FEBRUARY, 2010.

BY: Patricia Athenour
PATRICIA ATHENOUR
CITY CLERK
CITY OF PINOLE, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I CERTIFY AS CHECKED BELOW THAT:

- ☒ A TAX BOND ASSURING THE PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT PAYABLE, HAS BEEN RECEIVED AND FILED WITH BOARD OF SUPERVISORS, CONTRA COSTA COUNTY, STATE OF CALIFORNIA.
- ☐ ALL TAXES DUE HAVE BEEN PAID AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 19th DAY OF May, 2010.



DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR, CONTRA COSTA
COUNTY, STATE OF CALIFORNIA

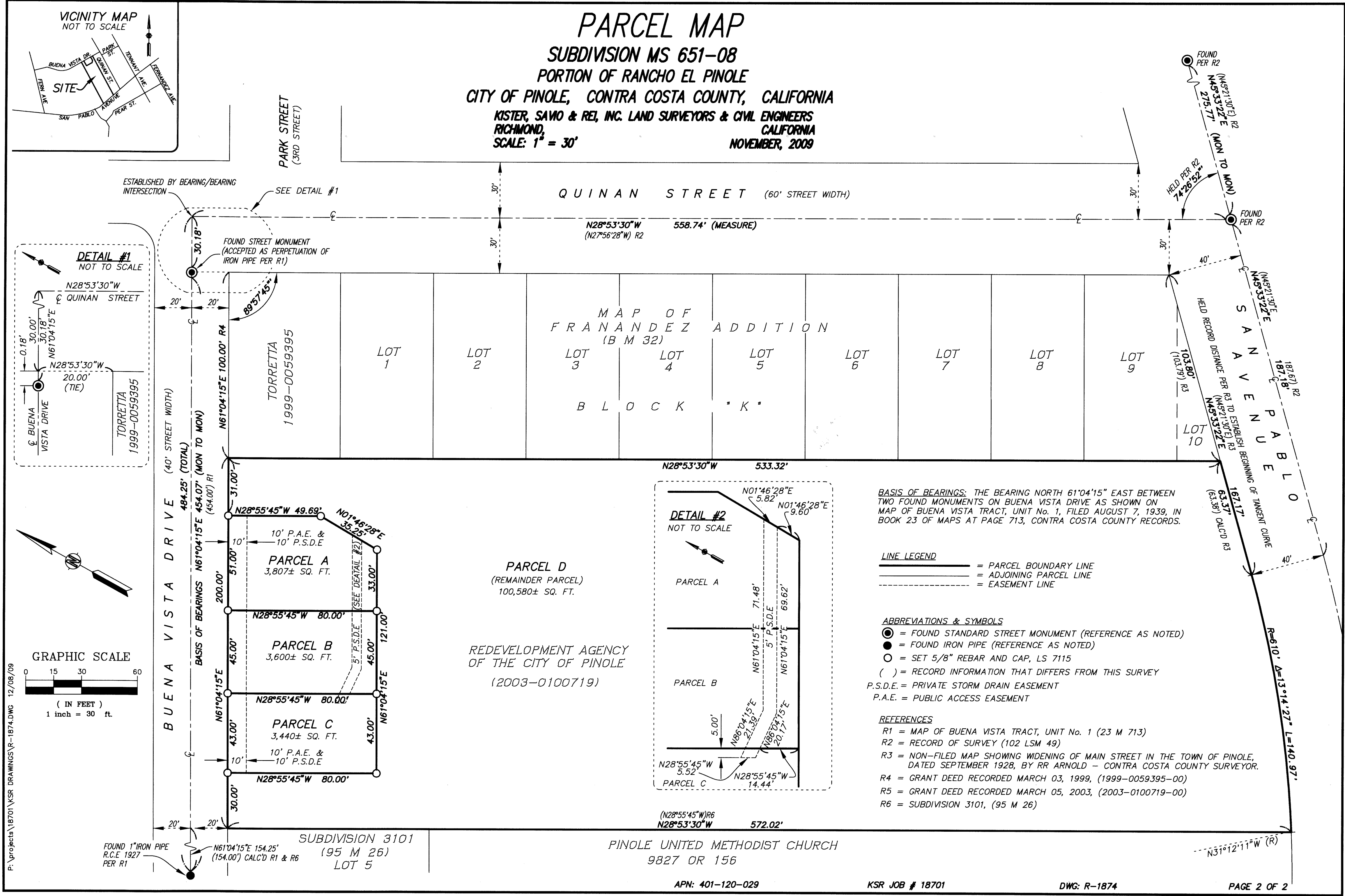
BY: Deputy Clerk
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS 21st DAY OF MAY, 2010, AT 1:19 P.M.

IN BOOK 205 OF PARCEL MAPS AT PAGE 18, AT THE REQUEST OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

10-102596
STEPHEN WEIR
COUNTY RECORDER, COUNTY OF CONTRA
COSTA, STATE OF CALIFORNIA
BY: Deputy Recorder
DEPUTY COUNTY RECORDER



205 PM 19

205-19



CITY COUNCIL REPORT

12D

DATE: JULY 18, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
FIONA EPPS, ASSISTANT TO THE CITY MANAGER

SUBJECT: RACIAL EQUITY IN PINOLE

RECOMMENDATION

Staff recommends that the City Council receive information on racial equity in Pinole.

BACKGROUND

In 2022, the City Council approved a future Council agenda item on racial equity in Pinole. Many cities across the country have begun to examine equity within their organizations and communities more closely over the past few years as significant racial, gender, and other inequities have been exposed in relation to Black Lives Matter, COVID disparities, the Me Too movement, the legacy of slavery, anti-Asian hate, and concerns about voting disenfranchisement.

There are numerous definitions of equity used in different contexts. In general, in this context, equity is defined as providing everyone with the resources they specifically need to achieve the same outcomes. In contrast, in this context, equality is defined as providing everyone with the same resources.

Individuals can experience inequity due to ethnicity, gender, sexual orientation, disability, class, age, and other characteristics. Inequity results in worse outcomes related to income, wealth, education, health, access to resources and services, incarceration, and other factors.

Because inequity can be based on many characteristics and result in many differential outcomes, there is no single or precise measure of equity and inequity at a community level. There are some measures that are considered to be useful proxies for equity overall, which include racial integration, access to healthy environments, and income distribution.

REVIEW & ANALYSIS

As noted above, there is no comprehensive or precise measure of a community's equity. There are some proxy measures for overall equity. Three such measures are racial integration of a community, access to healthy environments, and income distribution.

The City can better understand the current state of equity in Pinole by examining recent data prepared by trusted institutions that measure some proxies of equity. This data can serve as a baseline for future, more comprehensive examination and possibly interventions regarding inequities in Pinole.

The Othering and Belonging Institute (OBI) at the University of California, Berkeley conducts research and programs to transform structural marginalization and inequality. OBI recently completed research on [Racial Segregation in the San Francisco Bay Area](#). That research revealed that Pinole is a very integrated community when measured by comparing the ethnic composition of Pinole residents to the ethnic composition of the entire Bay Area ("inter-municipal divergence"). Pinole ranked fourth highest among the 101 Bay Area cities in terms of how similar Pinole's ethnic composition is to that of the Bay Area overall. However, that research also revealed that Pinole is only average among Bay Area cities in terms of integration at the neighborhood level ("intra-regional divergence"). By this measure, Pinole ranked 44th out of 101.

The [Healthy Places Index](#) is a platform that aggregates data on various social conditions that impact health in order to illustrate the equity or inequity of those conditions in California communities. Pinole is rated as having very high ethnic diversity and healthy community conditions overall, including with respect to economic, education, social, transportation, neighborhood, and environmental conditions, with fairly healthy conditions for housing and healthcare access. This reflects that Pinole's diverse residents have access to many healthy social conditions that can support their achievement of healthy outcomes.

[CalEnviroScreen](#) is a tool created by the State of California Office of Environmental Health Hazard Assessment (OEHHA) that identifies which communities are most affected by pollution and scores communities based on environmental, health, and socioeconomic information. The majority of US Census tracts within Pinole are characterized by CalEnviroScreen as having advantageous environmental outcomes, based on composite, pollution, and population characteristics. However, approximately 62 housing units in Pinole are part of a US Census tract, largely composed of housing in the unincorporated area, characterized as being part of an "Impacted Community." An Impacted Community is one where residents are disproportionately burdened by a

combination of economic, health, and environmental conditions. The City is incorporating this data into the draft Environmental Justice Element.

As noted in the City's Housing Element, based on data from the US Census, there is relatively little variation throughout the City in household income.

Municipal associations, such as the League of California Cities ("Cal Cities") and the National League of Cities (NLC), are examining their own organizations as well as providing case studies and other resources to member cities that would like to work on diversity, equity, and inclusion (DEI) issues. The League of California Cities created an Advancing Equity Advisory Committee, Advancing Equity Community, and an [Equity Roadmap](#). The Equity Roadmap lays out the steps that Cal Cities intends to take to provide members with equity education and resources and expand Cal Cities' capacity and practices regarding equity. The National League of Cities has a [Race, Equity, and Leadership \(REAL\)](#) program that also provides training and resources on racial equity. There are also a number of other organizations that provide resources to cities on racial equity, including the Local and Regional Government Alliance on Race & Equity (GARE) and the Racial Equity Institute (REI).

As noted above, many cities are taking various steps to examine and fortify equity in their organizations and communities. The City of Pinole is currently in the midst of an internal DEI initiative measuring the inclusivity of the City work environment; providing training to staff on inclusivity and related skills; and establishing a staff working group to continue to advance DEI in the City organization in the future.

FISCAL IMPACT

There is no fiscal impact from receiving information on equity in Pinole.

ATTACHMENTS

None