PINOLE CITY COUNCIL
MEETING AGENDA

August 6, 2024
5:00 PM
Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR
Attend VIA ZOOM TELECONFERENCE – Details provided below

How to Submit Public Comments:

In Person:

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

Via Zoom:

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

From a PC, Mac, iPad, iPhone or Android:
https://us02web.zoom.us/j/89335000272

Webinar ID: 893 3500 0272

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

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

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

Written Comments:

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

OTHER WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following week. The Community TV Channel 26 schedule is published on the city's website at www.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 hbell@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 hbell@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 LEGAL COUNSEL – ANTICIPATED LITIGATION Gov. Code §54956.9(d)(4)**
In re National Prescription Opiate Litigation, No. 1:17-MD-2804

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**

None

B. **Presentations**

None

9. CONSENT CALENDAR

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

A. Approve the Minutes of the Regular City Council Meeting on July 16, 2024.

B. Receive the July 13, 2024– August 2, 2024 – List of Warrants in the Amount of $3,399,653.34, the July 19, 2024 Payroll in the amount of $536,674.41, and the August 2, 2024 payroll in the amount of $523,367.72.

C. Overview of Current Notification Process for Ministerial and Discretionary Projects **Action: Receive Report per Staff Recommendation (David Hanham)**

D. Award a Contract for Architectural Services for FA1702-Citywide Roof Repairs and Replacement and FA1703-City Hall Modernization Projects to Interactive Resources, INC. in and amount not to exceed $270,555 **Action: Adopt Resolution per Staff Recommendation (Sanjay Mishra)**

E. Adopt Final Sewer Rate Study and authorize Sewer Rate for tax roll. **Action: Adopt Resolution per Staff Recommendation (Sanjay Mishra)**

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 (LLAD) for Fiscal Year 2024/2025. **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Sanjay Mishra)**

11. OLD BUSINESS

None

12. NEW BUSINESS

None

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

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

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

14. ADJOURNMENT to the Regular City Council Meeting of August 20, 2024 in Remembrance of Amber Swartz.

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

Heather Bell, CMC
City Clerk
POSTED: Thursday, August 1, 2024 at 12:30 pm

CITY COUNCIL MEETING
MINUTES
July 16, 2024

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 Toms called the Regular Meeting of the City Council to order at 5:01 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

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

B. STAFF PRESENT

Neil Gang, Interim City Manager/Police Chief
Heather Bell, City Clerk
Eric Casher, City Attorney
Markisha Guillory, Finance Director
Sanjay Mishra, Public Works Director
Stacy Shell, Human Resources Director
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on July 11, 2024 at 4:30 p.m. with all legally required written notices. Written comments had been received in advance of the meeting, distributed to the City Council and staff, posted on the City website and made available to the public.

City Clerk Bell also reported Item B2, presentation of New Online Permitting and Licensing System, would be deferred by staff to a future meeting in August or September.

Mayor Toms reported Item 10A, a public hearing to Review and Adopt Sewer Rates for 2024/25 – 2028/29 would be heard earlier than shown on the meeting agenda, with the consultant anticipated to be available by 5:30 p.m. and after the completion of the Closed Session.

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

4. CONVENE TO A CLOSED SESSION: None

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 LEGAL COUNSEL – ANTICIPATED LITIGATION
Gov. Code § 54956.9(d)(2)
Number of potential cases: 1

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 5:36 p.m., Mayor Toms reconvened the meeting into open session. There was no reportable action from the Closed Session.

Mayor Toms reported the meeting agenda would be modified with the City Council to consider Item 8. Proclamations, No. 3 prior to continuing on to Item 10A.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognition of Community Development Department Intern, Luke Shalz

The City Council read into the record a proclamation recognizing Community Development Department Intern, Luke Shalz.

PUBLIC COMMENTS OPENED

Marie Bowles-Shalz, identified herself as Luke Shalz's mother. She thanked the City Council for the opportunity for her son to serve as an intern, which had been an invaluable experience and which program she hoped the City would continue to provide.

PUBLIC COMMENTS CLOSED

The City Council moved on to Item 10A.

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 parté 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. Review and Adopt Sewer Rates for 2024/25-2028/29. **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Sanjay Mishra)**

Mayor Toms detailed the public hearing process for the members of the audience.

Public Works Director Sanjay Mishra introduced Chris Fisher, Vice President, Willdan Financial Services, who provided an extensive PowerPoint presentation on the City of Pinole Sewer Rate Study Public Hearing, which included information that had been previously presented to the City Council in May 2024. He highlighted the rate study goals and objectives; factors driving the financial plan; methodology and projections; status quo projections; list of sewer projects in the Capital Improvement Program (CIP) in the projection period; 5-Year Financial Plan; 5-Year Annual Rate Path; 5-Year Annual Bill Path; Annual Neighboring Utility Comparison; revenue adjustments and adjusted financial metrics.

Mr. Fisher explained that the City Council held its first meeting pursuant to Proposition 218 on May 21, 2024, at which time the public hearing date of July 16, 2024 had been set. Proposition 218 notices had been mailed on May 29, 2024 and a workshop/Town Hall held on July 2, 2024. The City Council was asked to conduct the public hearing, receive testimony and tabulate any written protests. It was reported that over 3,200 written protests would be required for the City Council to stop the proceedings.

The City Council was asked to have a Council discussion, consider the sewer rates, and adopt and implement the utility rates to be placed on the Contra Costa County tax bill, to be shown on tax bills when mailed in the fall.

Public Works Director Mishra continued the PowerPoint presentation and walked through the Common Questions and Responses about the proposed sewer rates based on input from surveys and the July 2 public workshop/Town Hall. He also highlighted the assumptions for various options; Sanitary Sewer Master Plan; Sewer Projects in the 5-Year CIP 2024/25 – 2028/29; Rate Structure - to Cover O&M and Capital Projects and Other Options including:

- Option A – No Increase + $27M CIP Projects
- Option A1 – No Increase + $13M CIP
- Option B – 17.5 percent increase in 2025 + $27M CIP
- Option B1 – 17.5 percent increase in 2025 +$17M CIP
- Option C – 17.5 and 5 percent increase + $20M CIP
- Option D – 8 percent increase + $18M CIP and a comparison of the various options (Staff recommendation)

Responding to questions from the City Council, Public Works Director Mishra and Mr. Fisher clarified the following:

- Staff had not conducted an analysis of those residents who may not be able to afford the higher rates. Staff received a lot of protest letters that spoke to that concern but an analysis on how to handle that issue had not been done as yet and would be subject to City Council direction. Whether the City could provide any financial assistance to residents would have to be worked out with the Finance Director and City Manager to determine the demographics. Since there would be a new City Manager onboard soon it could take staff approximately three months to return with a proposal. (Murphy)

- Staff had not explored any state or federal grants for the proposed sewer rates. Options for any grants were few and while loans could be an option, staff had not yet explored the possibility, which would require direction from the City Council. (Murphy)

- Staff received direct emails from concerned citizens about the proposed sewer rates and staff provided responses as much as possible. Staff acknowledged there had been some confusion as to whether residents were tied to the West County Wastewater District and whether they were paying their fair share. Some of the CIP projects in the Sanitary Sewer Master Plan may or may not be needed and could be vetted better in the next year, which may pose less of a burden and transfer onto ratepayers. (Murphy)

- Staff reiterated the rationale for proposing Option D. (Murphy)

- The sewer rates were only for projects related to sewers including sewer mains, operation and maintenance of the Wastewater Treatment Plant, with any debt for the sewer-related work to be audited annually by an independent auditor and subject to the requirements of Proposition 218. (Murphy)

- Whether or not the sewer rate increase was approved, the City would still be mandated to complete some of the improvements required by the Regional Water Quality Control Board (RWQCB), which requested some improvements in the Pinon Avenue area that experienced water overflows every winter, and some overflows could be a public safety hazard in other areas. (Murphy)

- Reported the City had done a good job, with current reserves close to $23 million. Acknowledged staff could go section by section to identify the most vulnerable sewer mains in the City and conduct improvements one by one. (Murphy)

- The Annual Neighborhood Utility Comparison as part of the PowerPoint presentation average rate percentage of increase for the different agencies was unknown since the schedule of rates for each would have to be reviewed, with all agencies to have increases scheduled over the next five years. (Mayor Pro Tem Sasai)

- The Comparison of Various Options as part of the PowerPoint presentation, with Options C and D not dipping into the reserves as much. Staff had recommended Option D, which would equate to an 8 percent increase for the five-year period, and which was in-line with what the City had been doing and allowed staff to evaluate all CIP projects. (Mayor Pro Tem Sasai)

- Whether Option D would be enough to ensure projects were completed, and which would have to be evaluated as part of the review of the CIP each year. Staff reiterated all projects in the Sanitary Sewer Master Plan had not been vetted to the level where staff could say the project was necessary or not, or could be delayed, with those decisions to be made each year after review of the CIP. (Mayor Pro Tem Sasai)

- Option D would cover the bare necessities to get the City into compliance. (Mayor Pro Tem Sasai)

- A Five-Year period had been chosen since Proposition 218 involved a five-year limit. (Tave)

- While there could be some cost savings related to a reduction in how much sewer wastewater was treated at the Pinole-Hercules Wastewater Treatment Plant, the cost of chemicals, treatment and electricity as examples had continued to increase. (Tave)

- Acknowledged the City's infrastructure was old and once upgraded there would be some increase in costs and maintenance, although that could level off once CIP projects were completed. (Tave)

- The Sanitary Sewer Master Plan should be updated every 20-years to re-evaluate where the City was and was a standard practice. The projects in the Sanitary Sewer Master Plan, involved a 20-year time frame and in that time period the Pinole-Hercules Wastewater Treatment Plant would be due for an upgrade and there should be enough reserves on hand to go out for a loan and then pay back, as an example. (Tave)

- The Sanitary Sewer Master Plan had last been updated in 2008. (Tave)

- Clarified again Option D; the City owned 50 percent of the Pinole-Hercules Wastewater Treatment Plant. Staff had not yet looked at the projects needed to meet regulatory requirements and it could be more or less than $18 million. Staff would have a better understanding once the CIP was approved each year, which would be the time when staff could provide a better estimation of projects that could move forward or be delayed. (Martinez-Rubin)

- The funds in the reserves at $12 million, with $7 million for the Pinole-Hercules Wastewater Treatment Plant, which was the capital needed to be on hand for a major scenario if some functions in the Plant did not function properly. If the City had less in reserves, that was part of the financial and emergency planning work to be done and if the City did not have the funds, other options would have to be considered. Loans as an option may not be available immediately. As an example, loans from the Federal Emergency Management Agency (FEMA) may not be available immediately but loans from a private party may be an option. (Martinez-Rubin)

- The increase in sewer rates would fund the $18 million CIP and would also help the City to keep the $12 million reserve. (Martinez-Rubin)

- The City's debt service for the Pinole-Hercules Wastewater Treatment Plant was $1.6 million. (Martinez-Rubin)

- Alternative financing could be considered. Clarified sewer services was a service the City provided ratepayers, but if a burden the City could go back and ask for a loan and repay over 30-years as the City had done for the Pinole-Hercules Wastewater Treatment Plant, although the costs would still be borne by ratepayers. (Martinez-Rubin)

- Confirmed the RWQCB added new regulations related to the Pinole-Hercules Wastewater Treatment Plant, and had recently voted to have all sewer facilities in the San Francisco Bay Area reduce nutrient levels by 40 percent, which remained to be discussed by the City and future costs remained unclear as they related to the Plant operation. (Martinez-Rubin)

- The requirements of Proposition 218, which required the new sewer rates if approved, to be rolled into the County Tax Rolls by the first week of August. (Martinez-Rubin)

- Pursuant to the requirements of Proposition 218, 3,200 letters of protest were required to stop this action. (Martinez-Rubin)

- Proposition 218 prohibited the consideration of tiered rates similar to what PG&E had done for its ratepayers, and the rates must be based specifically and only on the costs of service and ratepayer income could not be taken into account. A few cities had assistance programs but the funds must come from some other source such as the General Fund and not the utility itself, and would be a policy decision for the City Council to consider and was outside the scope of the utility analysis the consultant had prepared. (Martinez-Rubin)

- Whether the sewer rate could be tied to water usage, with some cities having done that and conducted an analysis of the water usage during the winter period when irrigation was minimal, and had then determined a rate per unit per flow and based the sewer bills on the water flow, but it would be complicated for the City of Pinole since it billed annually. (Tave)

- Policy typically drove the funded reserves and not a regulatory requirement. Clarified what could impact the City's credit worthiness, such as not meeting the debt service coverage requirements. Well-funded reserves were looked at more favorably by financial markets and as a result of that allowed lower interest rates. (Mayor Toms)

- If the City Council considered Option D, which would be an 8 percent increase each year over the next five years, which was palatable for people planning to pay their taxes. The CIP projects would go from $28 million during that period down to $18 million during that same period. (Mayor Toms)

- The Contra Costa Central Sanitary District was also required to meet the new requirements of the RWQCB regarding the 40 percent reduction of nutrients outflowing into the Bay. Staff could not verify at this time whether the City of Pinole was meeting the new requirement, although staff had discussions with the Plant Manager for the Pinole-Hercules Wastewater Treatment Plant who had attended a meeting on this topic with the RWQCB, where a number of views had been shared from smaller wastewater treatment plants that opposed a one-size-fit-all requirement as unfair. However, the RWQCB voted to impose the requirement on all wastewater treatment plants and the City would have to conduct an analysis for the Plant. Staff hoped to have something for the City Council to discuss in the future. (Mayor Toms)

- The City would be required to provide the details for each parcel and how much would be charged for the sewer rate for the County Tax Rolls, which must be submitted by August 9, 2024. If the City did not meet that deadline, the increase in sewer rates would not be able to be imposed but the rate charged in 2023 could be charged. (Murphy)

- The City must notify the County Assessor's Office of the fee increase by August 9 to be placed on the Fiscal Year 2024/25 tax bill, with the first payment due by December 10, 2024 and the second installment on April 10, 2025. Whether or not the sewer rate was increased, information must be provided to the County by the August deadline. (Mayor Toms)

- If the City Council did not adopt a sewer rate increase at this time in order to adopt any new rate increase at some point a public hearing process and re-noticing would be required. (Murphy)

PUBLIC HEARING OPENED

Gustavo Carrillo, identified himself as a Pinole resident for the past three years. After his review of the rate study, he found inconsistencies between the rate study, Sanitary Sewer Master Plan and the Long-Term Financial Plan (LTFP). The LTFP had projected a .44 percent population growth year after year, as compared to the 10 percent in population growth shown in the Sanitary Sewer Master Plan. He suggested much of the population growth analyses and assumptions for rate capacity relied heavily on the Sanitary Sewer Master Plan. He asked in the future that all documents published by the City be coordinated. He otherwise acknowledged the level of effort from the Public Works Director, who he understood was short-staffed.

Mr. Carrillo also referenced the debt service coverage ratio and policies, and commented by the time the fifth-year hit and assuming there were no delays in construction or problems in execution of projects due to limitations in recruitment, he would encourage the City Council to consider a lower rate of increase and re-evaluate the sewer rate as early as three years and the latest at five years. At such time the City Council could then proceed with the staff recommendation for Option D, and such a scenario allowed the City to re-evaluate any new water permit requirements.

Rafael Menis referenced Table 7.3, as shown in the Sanitary Sewer Master Plan, CIP Summary, which noted the proportion of costs to be assigned to existing and future users. He commented there were far more costs with existing as opposed to future users. He found the costs in the rate study were in order to prevent flooding, as depicted in the CIP Summary of projects, but which were apart from future requirements from the RWQCB. He asked the Public Works Director to clarify whether the RWQCB had started to impose its requirements for the removal of PFAS ("GenX" chemicals) from wastewater.

Mr. Menis also commented that one of the written letters of correspondence that had been submitted stated one of the notices had not included a ballot as required pursuant to Government Code Section 53753. He asked the City Attorney to opine whether the forms sent out to residents included the ballots as required.

Mr. Menis also pointed out the effective rate increases for 2022 and 2023 were zero percent and if they were speaking of an average rate increase, and since the City had not imposed a substantial rate increase for several years, that had a major impact on the level of reserves to draw down from and the amount needed to rise. He suggested the City Council should consider the fact rates had not been increased for a few years when calculating averages.

Sheldon Coal thanked the City Council for the July 2, 2024 public workshop and for moving the item up on the agenda. He suggested the proposed rate increase would be substantial and he expected most residents would have an issue paying such an increase. He liked the approach of fiscal conservatism, but regardless any rate increase would hurt. He suggested policy objectives in three areas: how the City Council decides what CIP projects rose to the top; the timing of the projects where some could be moved out or pulled in; and how to pay for it. He suggested there were numerous ways to consider that but absent policies and objectives that would be a challenge. He also expressed concern with the short time frame with making this decision. During the July 2 workshop, there had been a discussion about population decreases, and he noted the City lost a representative in Washington D.C. The population in the Bay Area and in the West Contra Costa Unified School District (WCCUSD) had decreased. He questioned whether the assumptions had included population growth increases. He also suggested there should be a sunset on rate increases.

Janet Wilks stated her property was served by the Pinole-Hercules Wastewater Treatment Plant. She reported that ballots had not been included in the notification letter and the proposed sewer plan called for property owners to replace their home sewer lines if the City deemed it necessary at an approximate expense of $10,000 per property owner. She suggested the rate increase should be as lean as possible since many property owners would face an additional $10,000 expense. She reported there had been more than 2,500 hits on the NextDoor platform about this topic with only one person in support of a full rate increase. Since several Pinole tax measures were slated for the November ballot, a hasty $1,000 sewer increase would impact voter's consideration of other issues as well as some Council members re-election efforts.

Ms. Wilks understood the base cost of the project was $32 million, and through contingences the project would balloon to $65 million. She suggested poor planning seemed to be at the root of the inflated rate increase. The City Council was urged to choose projects based on completed pipe inspections and risk assessment together with the use of new and less expensive piping rehabilitation methods, use Fiscal Year 2024/25 to better plan for the project and the rate increase, and in Fiscal Year 2025/26 impose a reasonable rate increase for a well-planned project funded over 20 to 30 years. The City Council was also urged to commit to semi-annual progress and completion reports to show the status and comparison of forecasted and actual costs associated with the projects and for all City Council decisions on this matter to be formalized decisions with adopted resolutions.

Mark Zimmerman understood there was a service life for sewer lines and it was appropriate to match sewer rates to the users of the system. He asked the City Council to spread out the sewer rates over more years via the use of a bond so future users would pay some of the costs. The current proposal required all cash revenue for the next five years, capital improvements would be used for 50 to 100 years or more, and the proposed sewer rate increase unfairly burdened existing users.

Mr. Zimmerman suggested financing options be explored with a proposal from the Finance Director and various contingency plans and options the Public Works Director introduced for the first time on July 2, 2024, and discussed tonight, also be evaluated. He found that the proposed capital projects had been based on incomplete sewer inspections. The Public Works Director stated during the July workshop that only eleven miles of the City's fifty miles of sewer lines had been inspected by Closed Circuit TV (CCTV), whereas the Sanitary Sewer Master Plan recommended an inspection program to be used to identity the pipes most in need of rehab and replacement, and that a long-term risk assessment be completed to identify long-term rehab replacement projects and funding needs. Once the City completed the CCTV inspection and had a better idea of the condition of the collection system, the length and total costs could be determined.

Since the City only completed 20 percent of the CCTV inspections to date and a risk assessment had not been done, Mr. Zimmerman requested that the City Council defer the sewer rate increase for one year until the City complied with the Sanitary Sewer Master Plan. The City Council would then know the condition of the collection system so costs could be accurately determined rather than applying an 85 precent contingency on all projects, which was causing an inflated cost estimate resulting in the need of excessive revenues.

Mr. Zimmerman added that the proposed sewer rate increase would be 111 percent over the five years and would add $1,000 to residential property tax bills. Every Council member should be concerned with residents and voters not being burdened by an increase that far exceeded the 30-year average of 7 percent. He emphasized the rate increase would not contribute to affordable housing and he again asked that the City Council defer the sewer rate increase by one year.

Frankie Martinez acknowledged the City was over 120 years old, its infrastructure was dated and maintenance was critical to everyone. He supported the rate increase reluctantly since the City needed to address this critical infrastructure that was used every day and it should not be passed on to future generations as had been done by prior elected officials. He thanked the new City Council leadership for identifying the infrastructure problems with the new CIP plan and he thanked the Public Works Director for his efforts. He recognized more work needed to be done to learn what infrastructure was critical for replacement now and what could be deferred to a future date.

Mr. Martinez asked how this issue had been brought to the City Council and suggested a better job could have been done to communicate with the public. He also recognized efforts had been made to improve communication practices throughout the community, and he cited the use of The Balancing Act Tool, and communication to the public via discussions about the Community Corner and new City logo, which were excellent examples of proper engagement with the community. The proposed sewer rate increase had not followed the best communication processes the City had in practice and accountability was needed, which was happening under the leadership of the Mayor. He asked if there was any way to postpone the item to allow the City Council more time to review existing infrastructure, determine what may or may not fail and prepare a plan of action that would not place such a burden on the community while also helping those on fixed incomes who could not afford a rate increase.

Danielle Hall found the City Council and staff had done a good job but recommended looking into this topic in more depth in terms of whether there were any other companies that conducted inspections and whether a second opinion could be provided.

Ms. Hall agreed that the City needed to improve its reserves, not touch the reserves and consider other options before spending money and deplete what was needed in the reserves. She understood the Public Works Director did not have enough staff, the City should consider more grant opportunities, notify the state and comb through other options. She too had not received a ballot and she found many of the questions asked were vital to Pinole's infrastructure. While she understood the need to address existing infrastructure and she was uncertain how this would impact new development, she understood it would have some impact.

Cathy McFarland a 14-year resident of Pinole, commented that most residents lived on limited incomes whether working, on disability or were seniors. The proposed rate increase would be a significant increase and no one's income had increased at that rate regardless of their employment. Non-residential units would be faced with an over 400 percent increase, which would impact local businesses with a $76,000 increase. If she was a business operator, she would not do business in Pinole. She highlighted all other living expenses everyone must pay, all of which had significantly increased. With the City now implementing pro-housing with up to 618 new units, she asked about the impact on the existing sewer system given the knowledge of existing issues. Adding more units to the existing system along with an increase in traffic was a concern with new housing development. She wanted to preserve the small-town quality of Pinole, which was important, but suggested now everyone was stacked in like sardines, Pinole Valley Road was heavily impacted by traffic, particularly during the commute period, and everything impacted the way the City of Pinole was being viewed, run and being taken care of. She asked about the revenue that would be generated to the City by all of the new units and additional users.

Allison Carrillo, a three-year resident of Pinole, suggested the City Council ask staff to clarify the difference between existing, future and current ratepayers, which had caused some confusion in the community. She also sought further explanation about the sewer rates, the rate study financial plan and a prior discussion on two sewer bonds the City was currently paying off, one of which she understood was a refund for a 2006 bond for $10 million. She suggested looking at bonds and current interest rates since she understood the City had the opportunity for a later decrease in interest rates and that would not stop the consideration of bonds as an option. She also understood most sewer rates in the country were used to pay for capital renewal and regulatory landscapes that were ever changing, and while there could be some deferred maintenance, they were close to the 50- to 100-year life span of the infrastructure in place and the need for capital renewal plus changes in regulatory landscape could not be funded by cash alone. She otherwise suggested it was unfair to say that previous residents did not pay their fair share since they had for what was being requested of them at the time. She urged a focus on managing the existing system in a measured and equitable manner so that it was assessed over the long term.

Travis Lund, a Pinole resident since 2016, loved living in the City but was disappointed with the letter received and the information provided. He had purchased his home with a 30-year mortgage and while the sewer rate may not be a tax, it would be part of his mortgage and could not be put off or placed on a credit card. It would also be a bill for every property owner and resident of the City, including those on a fixed income. While he had no children, a neighbor had seven family members, and he questioned having to pay the same rate as someone with a larger family. He questioned the level of capital improvement and planned savings, as it had been described by staff, which was a luxury most households did not enjoy. As someone who managed property, he noted most deferred maintenance was due to poor financial planning or governance, and while the current City Council may not have made those decisions, he questioned that the City had not budgeted for those costs well ahead with residents made aware of plans in advance.

Mr. Lund suggested the City Council should budget for these costs each year and not make expenditures in cash for capital improvements. He understood most cities in the state had been impacted by a lack of state funding but suggested that would pass and citizens could not be forced to pay for things that would go on for 50 to 100 years in a five-year span, which was not equitable, fair or transparent to the community. He noted none of his neighbors were aware of the proposed sewer rate increase. He too urged the City Council to put the decision off and rather consider a more palatable and justifiable rate increase.

Ivette Rico, a 53-year resident, commented her home had been built in 1971, and she was aware the pipes under her home had deteriorated, although she took care of that infrastructure unlike others who had not. The City had deteriorated pipes and sewers, and while the current City Council was not part of prior decisions made over the last 20-years, the infrastructure had been allowed to deteriorate with no plans to mitigate the problem other than with a band-aid solution. She applauded the City Council for taking responsibility for something that had not been addressed for over 20-years and she was confident the City Council would listen to the community and consider all opinions and potential options.

Winnie Baird explained that she had grown up in the City of Hercules but lived in the City of Pinole for the past 55 years. She was a senior citizen whose increase from Social Security was around two percent per year. She suggested the City taking money from her reserves was unfair given repairs that could take possibly 30 to 50 years when she would no longer be alive. She referenced the information provided as a comparison to neighboring communities, which included the cities of Larkspur and San Francisco, which communities were nowhere near similar to the City of Pinole. She questioned the fairness of the proposed sewer rate increase, found the reports lacked information, and stated she had never received a letter about a committee meeting she would have liked to have attended. If the City had to use its reserves, that should be considered since she would have to use her personal reserves to pay all the taxes.

Irma Ruport, a 48-year resident of Pinole, echoed the sentiments from the prior speakers. She had not seen so many people in the City Council Chambers over the past several years and urged residents to become involved. She had raised concern with the background of the proposed sewer rate, and she questioned much of the background information contained in the July 16, 2024 staff report. She highlighted the work of Willdan Financial Services, input from the July 2, 2024 workshop, and the fact staff had not pursued grants or loans for the proposed sewer rate increase, all of which had been detailed in the staff report, and particularly since the City had hired a Grant Writer in 2023, after she had repeatedly requested the City do so since the City did not have the staff to pursue grants. She asked for a status report on the work of the Grant Writer. She also spoke to her experience with grants for the Justice Department and emphasized the importance of the city pursuing potential grant opportunities. She asked that this matter be continued until the new City Manager was on board since not everyone in the City was aware of the proposed rate increase and this was a good example of waiting until the last minute. She emphasized the City was failing taxpayers due to the lack of communication.

Chris Wimmer. thanked the City Council for its work and recognized the challenges serving on the City Council. A 70-year resident, he watched the City grow to its current state. He recognized the need to improve the City's infrastructure but objected to the way it was being forced onto the residents. He understood sewer rate increases in general were around 18 percent, and noted his Social Security increase in 2023 was 3.2 percent.

Mr. Wimmer questioned where he would make up the difference to pay for the proposed sewer rate increase, one of many different increases residents had experienced. He found the City Council did not care, did not want to be re-elected and asked the City Council to think long and hard prior to making a decision since he did not see this issue had been thought through.

Jeanette McFarley was deeply concerned about the proposed sewer rate increase and while maintaining the City's infrastructure was important, the rapid rise of these costs was happening too quickly for the community to absorb, and if every expense was treated as a priority nothing would be a priority. The proposed sewer rate increase would place a burden on residents already struggling to keep pace with rising costs in Pinole, the Bay Area and the state at-large, and make a living in Pinole increasingly unaffordable for many with one rate hike at a time. As currently designed, the proposed annual increase would increase sewer rates this month by 17.8 percent, in July 2025 another 17.5 percent, and so on up to 15 percent in 2026, 2027 and 2028, for an approximate 110.6 percent increase in a four-year period. This increase was significant and would continue to place a growing financial burden on residents. This proposed rate increase also would make the City of Pinole unaffordable forcing long-time residents to reconsider their place in the community. She asked that the City Council consider a more balanced approach allowing for necessary improvements without compromising the financial stability of its residents, and urged everyone to work together to find a solution that ensured the sustainability of the infrastructure without pricing residents out of their homes. She asked for a delay until further research of the necessary expenses over the next few years could be done.

Warren Clayton, a resident for over 32-years, had seen a lot of changes in the community. Over the past five years, the sewer rate had been increased a total of 9 percent. Having reviewed the proposed rate percentage increases, he noticed the increase, as proposed, would be over 100 percent for a single-family dwelling and only 89 percent for a multifamily dwelling. He realized the rate structure for multifamily dwellings would be less than single-family dwellings since more people usually lived in a multifamily dwelling, but asked why there was a difference. The rate increase should be the same for all and he asked that the City Council take another look at the proposal and reduce it to an average of the two proposed rate percentages. As to the discussion around the increase in population in the City, he understood that was due to projects planned or in process. He asked why the sewer rate increase had not been addressed when those additional units had been planned for development and why the developer had not shared some of the costs if that was an option. He also commented on the sewer rates for Richmond and Hercules, which were approximately the same, and asked for a better understanding of the differences between neighboring communities and the proposed rate increase for Pinole.

PUBLIC HEARING CLOSED

Public Works Director Mishra responded to some of the comments from the public. He clarified the idea was to come up with the fiscal costs but at the same time the City was considering other infrastructure assessments yet to be completed including a Facilities Assessment and assessments of City roads, which costs had been estimated at $100 million. Sewer was a service provided for a fee, which was one of the items that could be funded by a sewer rate. Funds to address other structures and roads required a ballot or tax measure. The City Council had not had this level of discussion other than internally at the staff level. He clarified the number of needs the City currently had and explained that the City would not be in a better financial position with a bond, as an example, which was the reason that option had not been explored further.

Public Works Director Mishra clarified all new development in the City would pay Development Impact Fees, which included a Sewer Impact Fee. The current Sewer Impact Fees that had been collected totaled approximately $600,000. He also clarified that around eleven miles of pipes had been inspected but since deciding to use the CCTV cameras for the sewer mains in-house, that was why the City had been unable to move faster. If the City hired a contractor to conduct that work, it would cost around $2.5 million for the 50 miles of City pipes. The City had invested in staff training to do the work in-house but due to other needs and staff constraints, staff had been unable to push the work farther along. Of the eleven miles inspected to date, staff verified the status of the pipes through the initial CCTV. The next planning phase would involve the next stage of CCTV inspections.

Public Works Director Mishra added that once the CCTV inspections were done, a risk assessment would be conducted based on the videos obtained, which would help to evaluate whether the pipes had any defects. The City had an On-Call Consultant who helped with that work. In addition, and in terms of the CIP projects, there were internal reports for all CIP projects, with updates every three months, which information was found in City Council reports such as the Fourth Quarter Report for the last year. As to how staff decided or recommended what projects rose to the top in terms of cost benefits and making projects a priority, that occurred during the CIP development process. The City Council had asked staff to develop a matrix based on various criterion, which had been described in the CIP. Staff from different departments reviewed the criterion, goals and descriptions for each CIP project and provided a ranking of each project based on the criterion. The ranking was averaged and projects prioritized and brought to the next phase whether the design phase or down the road.

Public Works Director Mishra also clarified the Sanitary Sewer Master Plan had considered the 600 new units to be built in the City of Pinole, with all planned development included, and again once those developments were complete, the developer would pay a Development Impact Fee.

Mr. Fisher further clarified how Single-Family and Multifamily dwelling units had been defined and why there was a difference in the rate structure between the two. The rates had been based on the costs that had been allocated to each unit, with the rates based on the proportionate share of flow generated and based on historical data.

Mr. Fisher also responded to the public concerns with current versus future users. The number of users paying the rates now had been evaluated and the projected growth based on planning documents, demographics and U.S. Census information and the like, to determine new users and had spread the costs based on what was expected as to the number of potential future users. He explained that current users were known based on those who were connected to the current system with future users based on future growth.

Council member Tave commented this discussion was not new. He wondered whether there was a better way to model the rate structure and whether the issue of fairness had been considered.

Council member Martinez-Rubin commented the need to be fair had not been disregarded but there was a challenge to identify the process. A resident had a certain level of income each year, which may not increase at the same percentage as a fee increase or increase in the cost of food, as an example, which was an external condition; or a facility now required greater maintenance or attention and there were costs associated with that. With no fee increase, the external conditions would only continue.

In response to Council member Murphy, City Attorney Eric Casher clarified the notice requirements for a fee increase pursuant to California Constitution Article 13 (d), Section VI, which was different from the requirements for an assessment. In this case, the City was required to provide a written notice by mail of the proposed fee or change to the record owner of each identified parcel upon which the fee or charge had been proposed for imposition, the amount of the fee or charge proposed to be imposed on each and the basis on which the amount of the proposed fee or charge was calculated, the reason for the fee or charge together with the date, time and location of the public hearing of the proposed fees, and a three-page notice that had been sent out and included all of that information compliant with that section of the California Constitution.

Public Works Director Mishra reported the three-page notice had been mailed to all parcel owners based on the County records data base. He had received over 250 returned mail letters from that mailing and was uncertain whether addresses had changed or there had been a decline to receive. He clarified that 17 percent (960 parcels) of parcels in Pinole were not part of the Pinole-Hercules Wastewater Treatment Plant but part of the West County Wastewater District, which managed its own sewer mains and private sewer laterals. He explained that the City of Pinole engaged with those owners in the West County District who conducted any repairs that required an encroachment permit if any work was done in the City of Pinole's right-of-way (ROW), and that part of the population was not affected by the proposed sewer rate increase.

Council member Murphy asked how a resident would be aware whether they were in the Pinole-Hercules Wastewater Treatment Plant system or the West County Wastewater District.

Public Works Director Mishra explained that if not in the Pinole-Hercules Wastewater Treatment Plant system, the resident would not have received the letter from the City. Residents would also know because they would pay the rate to whatever system they were part of, which would be reflected in the property owner's property taxes.

Mayor Pro Tem Sasai asked staff whether the item could be deferred to allow for more research or input from the community. He understood the City did not have an obligation to adopt the resolution accepting the engineer's report accepting the new sewer rates, and if not, the City would continue on with the current sewer rates until the City was able to look at the issue again in the next year.

Public Works Director Mishra confirmed there was no legal obligation to impose the proposed sewer rate increase but if the sewer rate increase did not move forward at this time, the City would have to move forward with last year's rate and whenever the City Council decided to restart this effort it would have to go through the public hearing process again. If that occurred, there would be a zero percent rate increase for Fiscal Year 2024/25 and the issue would be revisited this time next year where it was possible residents could be faced with an even higher increased sewer rate.

Mayor Toms asked if the City Council were to consider one of the identified options, such as Option D, whether it would still address some of the capital needs. She asked whether staff could be directed in the next two years to conduct an analysis to be ahead of the curve and look at what it would be like to finance the remainder of the $60 million with bond debt. She understood this was a 20-year improvement that could be paid for over 20 or 30-years and she wanted to take that into consideration.

Mayor Toms asked if that was something that could be considered and also possibly consider a different fee structure that was a base fee for single-family and multifamily, and an additional or portion of the fee based on water usage. She understood the water use would have to come from the East Bay Municipal Utility District (EBMUD) water bills from a certain period of time and the City would not catch up until the following year.

As an example, if a neighbor had seven children and they used a lot of water one year and then if they were to move and there was a new resident that had fewer children, that year they would be paying a higher amount of sewer fees because the previous year there had been a larger household. It would be one year delayed for a portion of the calculation if calculated that way.

Mr. Fisher confirmed that since the City did not provide water service to residents, water use data would have to be obtained from EBMUD. Since the City did not bill monthly or bi-monthly, there would be a year in arrears since the charge would be levied on the tax bill and that information would be available only once a year to calculate the annual charge and it would take another year to catch up.

Mayor Toms suggested that could be an option to move forward for the next fee calculation, the City could start further ahead of time rather than running up two weeks before it had to notify the County as far as what new fees were being proposed. She wanted staff to take a look at that and see what that would do as far as encouraging families to conserve water since fees would be paid based on use, although it would be based on last year's use and was something she was interested in seeing on the next cycle and moving that cycle up could allow it to be addressed.

Mayor Toms also commented that another option would be paying for all improvements with debt service so that all future users would pay for the improvements and attempting to anticipate the life cycle of those improvements.

Council member Tave asked how much the City would generate in the first year from the proposed sewer rate increase.

Public Works Director Mishra again walked through the sewer rate options with an 8 percent increase to generate around $6.3 million in one year.

Mayor Toms understood it would be $6.3 million total with the existing $5.8 million.

Council member Tave spoke to the deltas between the years, and understood the difference from the existing to the proposed sewer rate increase would be roughly $5.89 per month for the first year. He suggested $5.89 did not seem like a lot, but was for some, and meant in 30-days someone may have to make cost cuts. Thinking of the most vulnerable in the community of which there was little data on income, that made it difficult to keep asking for an increase in future years. He understood a loan would not make sense given the limited information on what it would look like but to ignore a rate increase was also difficult given there had been no increases from 2012 to the present. He suggested the rate should be consistent no matter what but was unsure it should be $5.89 or lower. He did like the idea of tying water usage to the fee increase or possibly control that during the wet season and he referenced the proposed Sewer Lateral Program, which could provide assistance to some homeowners and where the City could have better numbers for water going in and out.

Council member Martinez-Rubin clarified the Sewer Lateral Program was not currently in effect. She noted that some residents had already paid for their sewer lines, there were costs and challenges involved for some and no matter when any rate increase was implemented unless there was a subsidy some would pay more or less. She commented that no one liked increases, especially for invisible infrastructure, which was a challenge for the homeowner and the government as well, particularly at a time when there were already challenges paying for significant increases elsewhere.

Council member Martinez-Rubin also recognized the City's infrastructure continued to degrade. There was an opportunity to do something about that, which was one aspect to consider when discussing the rate increase as well as thinking about how to make lives in Pinole better. She preferred to see a steady and consistent approach to increasing rates, where the amount was less of a shock and easier to absorb since the cost must be absorbed one way or another. She appreciated that after the May 21, 2024 initial presentation, the Public Works Director had considered new information, which had resulted in different options to help inform the public, options that had not been presented in May. She noted that the proposed increase brought attention to the City's infrastructure and she emphasized that the City Council was responsible as electeds to do something to prevent further deterioration of the City's infrastructure.

Council member Martinez-Rubin favored Option D for its consistency across five-years and at the same time, she requested some involvement of staff and/or whomever else consulted with staff about identifying priorities, evaluating projects and becoming better informed about the costs to either reserve or set aside.

Mayor Pro Tem Sasai suggested it made no sense for someone in a household of ten to pay the same fee as a household of one, as an example. The same applied to a household that had multiple bedrooms and bathrooms as compared to a much smaller household paying the same fee increase, which was not equitable. He was happy to entertain future discussions about that and while they could not tie the fee increase to income levels, possibly water usage should be discussed over the long term. Based on the input from the community, he could not support an increase of 17.5 percent the next two fiscal years and a 50 percent increase the three years thereafter since that was not affordable.

Mayor Pro Tem Sasai also favored Option D as a good middle ground. He recognized that no rate increase would be great but as the City's infrastructure aged, Option D would address the bare necessities.

Council member Murphy commented this conversation was difficult, the options provided were filling in pieces of the conversation but not the full conversation and he was really challenged with the level and standard of communication to the public on this issue. The City had done a lot of work over the past few years to build that level of public trust, transparency and accountability. He also commented on the use of tools whether through video or newsletters to educate the public, and he was challenged that the City was in this predicament. He also questioned the arbitrary date of August 9 or 10, 2024 when a decision must be made to put a rate increase on the tax rolls and wondered how to mitigate that while also addressing the reality of modernizing the City's sewer system to ensure a reliable source while also protecting the local environment.

Council member Murphy commented since he had been a Council member he had worked to modernize government and protect the environment.

Council member Murphy added that in conversations he had with people about the sewer system and proposed rate increase, he had found a lack of understanding how the sewer rates had been determined and what people were actually paying for. When he provided more information to a resident, oftentimes the value of modernizing the system and upgrading it was understood. He was challenged whether the product was as important as the process, which was where he was having a tough time supporting any option.

Council member Murphy acknowledged the comments about the buck being passed over the past 20-years and this being a symptom of a deferred mentality and he was having a tough time thinking whether a deferral of this item was a priority, but he was also of the opinion more work needed to be done. He wanted to see a work plan for more work on this matter, and while a sewer rate study had been done and was helpful, he wanted to know the parameters and benchmarks for getting residents to understand what they were paying for, which was staff's work to do. He would be happy to support that work as a Council member but he remained challenged by the lack of communication since he had done a lot of assessment and creation and innovation to ensure the necessary systems of communication were available to ensure the public understood what was being done, why it was being done, why it mattered and what happened if no action was taken.

Council member Murphy had no comment on the options at this time, he again asked that staff do more work since residents were not understanding this issue. He wanted to see the City move from proficient to excellent in communicating this and other issues, particularly when bringing in a new City Manager. He suggested the Beat of Pinole was a great space to create a video and discuss this issue, stated the City newsletter could be used to educate the public and expressed concern that the City had not done the work. He felt this was a setback as there had been a lot of work done to get the public trust back.

Council member Murphy also commented he had the same concerns about discussing electric vehicles (EV), and emphasized he was a proponent of zero emissions but the City had to teach the public about using EVs, how to charge them and the potential impacts of not reaching zero emissions. He suggested the July 2, 2024 public workshop had not done enough to address the public concerns and his top priority was to ensure residents understood how the rates were determined and what they were paying for. He also wanted an understanding of potential funding sources from the state or federal government and he wanted a clear assessment of that possibility, particularly from the Grant Writer's perspective. He understood private funding could be an option in the future, but an assessment would provide a better understanding of the potential funding sources that could supplement the revenue from sewer rates.

Mayor Toms reported when there were quarterly meetings of the Pinole-Hercules Wastewater Treatment Plant Subcommittee, reports had been provided on the amount of intrusion (ground water being treated that did not need to be treated since it was seeping into the pipes), which had been an eye opener when she sat on the Subcommittee, and which was why she was not surprised with the need for improvements.

Mayor Toms stated if the City Council moved forward with a recommendation for a rate increase, she would like to see it followed up with an evaluation of the situation over the course of one to two years, a report back on what $60 million of capital debt for capital improvements looked like and what a repayment plan looked like for the mid-term and long-term CIP since the short-term capital improvements would be covered by the sewer rate increase, if approved.

Mayor Toms also wanted an evaluation of what a base residential fee would look like based on use, and if the proposed fee would be almost $80 for residential per month, there could be a base of $30 a month, with the rest based on the use and how that would be implemented. She noted the Assistant to the City Manager had done a phenomenal job but needed more material to educate the public, confirm the City was prioritizing the projects that could appear in the short term, and leverage grants to make the dollars stretch. If a motion was made, she asked that be included as direction to staff.

Council member Tave commented that one of the biggest problems with increases was that residents had questions about what was happening, where the money was going, and how it was being spent, and part of the communication plan must include regular communication. Water usage was important and he clarified with staff that was possible but the information must come from EBMUD and would be a year behind, as earlier explained. He emphasized the need to be very specific to residents, many of whom were very active, and he recommended overcommunicating and being very deliberate in how the City was communicating.

Mayor Toms pointed out the difference between the proposal in the rate notification, which called for a $1,000 a year increase by 2029, whereas an 8 percent increase called for an increase of $494 by Fiscal Year 2029.

Council member Tave clarified the rates could be revised in any of the years within the five-year period, which should be clarified if a motion was made. He agreed the City had not done everything it could to communicate this issue, did not mind if there was a deferral and a revisit of the issue in the future, but in FY 2026 there would be an 8 percent increase, in FY 2027 there would be a 10 percent increase, in FY 2028 the increase would be 10 percent, and in FY 2029, the increase would be 10 percent. He suggested proceeding with Option D and in 2026 have a conversation on what that would look like.

Mayor Toms agreed.

Council member Martinez-Rubin offered a motion to approve the recommendation provided by staff, specifically Option D, for an 8 percent increase to the sewer rate.

Mayor Toms asked that the motion include the following direction to staff:

- Review by FY 2026 what $60 million in capital improvement debt looked like
- Review what a baseline residential fee plus use would look like
- Consider increased regular communication regarding the need for the capital improvements and the status of capital improvements
- Verify prioritization of the projects that would be done in the short term
- Leverage grant opportunities

Council member Martinez-Rubin asked whether the direction to staff needed to be part of the motion.

City Attorney Casher stated the direction to staff could be part of the motion.

Council member Martinez-Rubin accepted the amendment to the motion.

Council member Tave seconded the motion and asked whether anyone was open to not doing this in FY 2025, and considering a 10 percent rate increase for the next four years.

Council member Murphy was open to that but reiterated his comments and his assessment after speaking with residents about this topic that they understood the need, the challenge was keeping residents informed as they were moving through the issues. He referenced the comparison of various options as part of the PowerPoint presentation and noted the reason he had been championing the participatory budgeting and balancing was that comparison should be in the hands of residents, and also helped the City Council to educate residents on where they were at and to ensure the mitigation of those issues together. While he could defer the item, he sought monthly reports and consistent communication with the public on this issue given its importance.

Council member Tave noted that the expected funds were unknown at this point and there was some time to roll out an engagement program and provide a real explanation of how bad the situation was. He also recognized not everyone may have received the Sanitary Sewer Master Plan report and he questioned whether it covered the total costs of ownership for the sewer line and a further analysis may be needed. If deferring for one year, he suggested it would not be bad, particularly if there was a more solid product in 2026.

Council member Martinez-Rubin noted this experience led everyone to have an increased awareness that communication needed to improve. She supported the motion with the additional direction proposed by the Mayor, and suggested between now and this time next year there would be additional information that would be presented to the public anyway via the communication channels the City already had. She requested a vote on the motion.

ACTION: **<u>Motion by Council members Martinez-Rubin/Tave to approve the recommendation provided by staff, specifically Option D, for an 8 percent increase in the sewer rate and with direction to staff as follows:</u>**

- **<u>Staff to review by FY 2026 what $60 million in capital debt looked like</u>**
- **<u>Staff to review what a baseline residential fee plus use would look like</u>**
- **<u>Staff to consider increased regular communication regarding the need for the capital improvements and the status of capital improvements</u>**
- **<u>Staff to verify prioritization of the projects that would be done in the short term</u>**
- **<u>Staff to leverage grant opportunities</u>**

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

Commissioner Tave explained he had voted no because they could get the one year and absorb the 10 percent, and he felt better if everything was presented at once and more robust.

Council member Murphy recognized the motion had passed, but this experience did not tell them that communication was important and he reiterated that while the City had made progress on communication for this topic, the City had dropped the ball and he wanted to continue the momentum they had. The motion, as stated, was to determine a communication plan and he ideally would like to see monthly reports on this topic and know how they were moving forward given this had been a shock to residents with a challenging timeframe, and moving forward it would be helpful to get those reports from the Public Works Director with actionable steps on what was being done next.

Council member Martinez-Rubin clarified with the Mayor and the City Clerk the motion passed by a vote of 3-2, with Council members Murphy and Tave voting no.

The City Council took a brief recess at 9:01 p.m. The meeting reconvened at 9:16 p.m. with all Council members present.

Mayor Toms reported the City Council would next receive a presentation as part of Item 8B. Presentations for Department Update – Human Resources, and thereafter the City Council would return to the remainder of the meeting agenda.

B. **Presentations**

1. Department Update – Human Resources

Human Resources Director Stacy Shell introduced Josie Gutierrez, Human Resources Technician and Charlene Davis, Human Resources Analyst. She provided a PowerPoint presentation on the Human Resources Department, which included an overview of the Department's Mission Statement to provide comprehensive and timely human resources and risk management services, develop and implement innovative strategies and programs and attract, develop, motivate and retain the best qualified employees.

Human Resources Director Shell highlighted the Department's services and responsibilities; recruitment, retention, outreach, advancement and inclusion efforts; a chart of the City of Pinole's diversity by race; labor and employee relations; bargaining units and employee groups; negotiations, investigations and discipline support; maintenance of classification and compensation plans for City employees through an analysis of job and pay systems; administration of benefits with employee benefits providing a healthy work-life balance; training and development; employee investment; wellness, safety and risk management; health, well-being and support to employees; employee engagement; workplace culture; City of Pinole Employee Turnover history dating back to 2019 and alignment with City Council Goal #4, to build an organization and culture that was efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

Council member Murphy thanked Human Resources Director Shell for the presentation and all of the work being done in the Human Resources Department, which was located in the front of City Hall and was the first contact with the public. He also thanked Human Resources staff for the implementation of the City Council Intern Program and was provided an overview of the process, with Council direction to be sought whether another round was needed to solicit more students interested in participating in the program.

Currently, there were two Council interns and the program was funded for those two interns to continue in the program. City Council direction would be needed whether to open the opportunity for other students to experience.

Council member Murphy wanted to explore an open application process. He thanked staff and hoped to provide direction on the City Council Intern Program in terms of the next steps. He again expressed his appreciation to the Human Resources Department staff and reported on comments he had received on how kind, accessible and friendly Human Resources Technician Gutierrez, in particular, had been when interacting with the public.

PUBLIC COMMENTS OPENED

Irma Ruport commented she had a Human Resources Department background. She too expressed her appreciation to City staff. She asked that the performance of employees include a survey about public communication and dealing with members of City staff, since many employees were fairly new, and there were a number of issues such as telephones not working, doors at City Hall being locked on Fridays and it was important to have discussions in-doors on how to improve communication since it did not sit well for the public's inability to reach staff. While she had experienced good contact with Human Resources Department staff, she sought more one-on-one evaluations of the staff person the public was dealing with and for improved communications as had been discussed.

Anthony Vossbrink reported he and other members of the community were curious whether it was standard practice for the Human Resources Department to wait for months to seek a professional search firm for the position of City Manager, which position had been vacant for roughly twelve months before it had been decided to seek a search firm. He asked why that process had taken so long since it cost the City money and time delaying the process. He also understood exit interviews had been done with most employees at all levels whether the employee was terminated or resigned, and he asked how fruitful the responses had been as to why employees had left the City. He also asked whether there was a preference to hire people that were residents of Pinole and West Contra Costa County who would be more familiar with West County and whether the job description included a statement if the employee happened to see something, say or do something, and he offered examples of things occurring in the Public Works Department in terms of maintenance, landscaping and street light issues.

PUBLIC COMMENTS CLOSED

Human Resources Director Shell clarified that a competitive bid process had been completed for the executive search firm selected to conduct the City Manager executive recruitment, which process had taken several months. Since that position reported directly to the City Council, Closed Session meetings had been required to discuss the hiring circumstances, and the scheduling of those Closed Sessions sometimes took time and the process got delayed. A firm was successfully obtained, there had been wonderful interest in the position with an excellent and outstanding candidate selected and she was excited for Kelcey Young to start as the City Manager at the end of August.

Human Resources Director Shell added that exit interviews were conducted for all employees who resigned and copies of the exit interviews were presented to the Human Resources Department, shared with the City Manager and the Department Directors.

Any issues brought up by anyone were discussed to help mitigate some of those factors in the future to possibly be able to retain those valued employees who were leaving for other reasons, although oftentimes the reasons were out of their control.

Human Resources Director Shell also clarified the City did not have a residency preference program that some cities usually set by policy, although neither the Pinole Municipal Code (PMC) nor the City's personnel rules included such a policy.

Mayor Toms thanked the Human Resources Department staff for the presentation. She recognized the importance of valuing City employes and she found the Department had done a great job programming for that.

Interim City Manager/Police Chief Neil Gang commented that during his tenure as Chief of Police and as Interim City Manager, the Human Resources Department had a 180 percent turnaround and he applauded its workforce for that turnaround. He commended the Department on employee satisfaction and experience and he shared how the Department's programs and efforts had been the glue which bound a once siloed city into different departments, into a team and a family and they were at a height where that had come to fruition. He stated the synergy was great for the new City Manager to take on and the Human Resources Department staff had been the catalyst for that to happen.

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 reported on the increased COVID-19 rates in Contra Costa County and nation as a whole, reported there had been traces of COVID-19 in the county wastewater data, the national rate had increased in the past week, with hospitalization rates in the State of California having spiked. He urged people to take precautions, such as getting booster shots and wearing masks in crowded indoor spaces, particularly for at-risk populations. He also spoke to democracy, and the fact an assassin had attempted to kill former President Trump, which fundamentally and in a democratic society, an assassin of whatever age, political or ethnic background, saying their views, opinions and ideas mattered more than everyone else, should not be able to do so because it was not what America was about and should be about. Democracy was not about who had the most weapons wins, but everyone collectively agreeing to abide by the processes, the votes, the collective judgment and an assassin's bullet was contrary and contradictory to democracy. While he personally did not like former President Trump and hoped he would lose the election this year, he suggested the nation would not be better off if the assassin's bullet had struck and killed him in that fundamentally democracy required resolving issues at the ballot box, with a ballot not a bullet.

Irma Ruport stated during the June 25, 2024 City Council meeting, she had made comments during Citizens to be Heard about the Interim City Manager/Police Chief who would be retiring and her concern as to whether it was fair and non-productive that he was recruiting for his own position.

Ms. Ruport repeated the comments attributed to the Interim City Manager/Police Chief at that meeting and asked how long the vacancy announcement had been open, whether the City was cutting it short, whether there were candidates already in-line and she asked the City Attorney to opine on whether or not there was a conflict of interest. She noted that taxpayers had served on a panel to interview the new City Manager and she asked why that same process had not been followed for the Police Chief since that position was very important and would report to the public. She suggested the panel could include people from the outside who were fresh and new. She added she had been part of the Public Safety Committee when two murders had occurred in the past and she referenced a report the committee had prepared but had never been reported out to the City Council. She suggested the City lacked in the area of public safety and bringing in the public would allow interaction with one another. She hoped the new Police Chief would be someone who was out in the community.

City Attorney Casher clarified in response to the public comment that there was no conflict of interest with the Interim City Manager participating in the recruitment of the incoming Police Chief. It was fairly common for an outgoing executive officer to participate and provide input to the City Manager, who ultimately hired for the position with advice from the City Council. He understood candidates were currently making their way through the process and the incoming City Manager would hire the best candidate for the position.

Mayor Toms added that typically the City had outside participants that sat on a panel to interview prospective staff.

Interim City Manager/Police Chief Gang clarified a public announcement had been made when the City first hired Public Sector Search, a national recruitment firm that would do the recruitment with assistance of the Police Chief and the assistance of the Human Resources Department, and which would be a fully transparent process. The application process for Police Chief closed on July 12, 2024, and the recruitment firm would screen, review résumés and recommend to the Police Chief and the Human Resources Department those applicants who should move on to the next session of oral interviews. There would be three different panels involved in the recruitment of Police Chief; a panel consisting of a Police Officers Association (POA) representative and three members of the community and there had been some outreach to the City Council on recommendations. Another panel would be comprised of all Department Heads and the third panel Police Chiefs around the State who would provide recommendations. A finalist list would then move forward to the City Manager who would conduct one-on-one interviews with the finalists. The City Manager would make the final decision and he had offered a willingness to consult if needed.

Interim City Manager/Police Chief Gang stated that was why he failed to see a conflict of interest with his participation and the proposed process was consistent with Best Practices.

Mayor Toms asked if there had been a delay of a start time and whether the City had planned to name an Interim Police Chief if the Interim City Manager/Police Chief had already begun his retirement.

Interim City Manager/Police Chief Gang advised that would be part of the discussions with the City Manager. When the new City Manager was on board at the end of August, at that time she would be provided the finalist list and she was planning on having interviews and a selection within that week.

Interim City Manager/Police Chief Gang had been in conversations with the incoming City Manager who was experienced with the process and was comfortable with the process, which also matched his recommendations and Best Practices around the country.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Toms reported she had attended the Sewer Rate Increase Workshop on July 2, and the Fourth of July celebrations and drone show and thanked staff for attending the event which was staff intensive on a holiday and much appreciated. She reported on July 8, 2024, the City of Pinole had been accepted into the East Bay Wildfire Coalition of Governments Group, with a Memorandum of Understanding (MOU) approved and presentations on the evacuation process using the Genesis program (formerly Zonehaven), risk reduction, threats, consequences and vulnerabilities, vegetation management, how some jurisdictions were doing in-person lot inspections, a program the City of Berkeley offered for free mesh for vents and gutters, free chipper programs available to Pinole residents, cleanup up of eucalyptus understory and attention to Zone Zero. Zone Zero was known as the area from zero to five feet on a structure where blowing embers that hit a structure could drop to the base of the structure and how that was the riskiest area when there was a wildfire. Some communities were rolling out programs for "zone zero" (ember resistant zone) and the Contra Costa County Fire Protection District (CCCFPD) had provided information on the program on its website.

Mayor Toms reported she had also attended the Rodeo-Hercules Fire District Board meeting and provided a report on the City of Pinole's experience with its contract with the CCCFPD since the Rodeo-Hercules Fire District was considering annexation into the CCCFPD; and the Mayors' Conference where the CCCFPD provided a presentation on wildfire mitigation. She had also attended Movie in the Park. She again thanked staff for working outside the regular 9 to 5 hours.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Mayor Pro Tem Sasai reported he had attended a WestCAT Board of Directors meeting with WestCAT having been awarded a $20.6 million federal grant to move forward with a hydrogen fuel cell bus and fueling station project. The funds would help to take action on the Zero Emission Fleet Transition Plan. He thanked WestCAT General Manager Rob Thompson and Congressman John Garamendi, who had been instrumental in securing the funding and the Biden-Harris Administration for its leadership making the bipartisan infrastructure law possible, which was funding such grants.

Council member Murphy reminded residents the Pinole Farmer's Market would be held every Saturday from 9:00 a.m. to 1:00 p.m. He also reported he had a meeting with East Bay Regional Parks District (EBRPD) Ward 1 Director Elizabeth Echols, and reported the construction of the trail at Bay Front Park was underway and near completion. He urged people to stay safe around the construction area. He had also attended the WestCAT Board of Directors meeting as an Alternate and was excited about the new hydrogen fuel cell bus and fueling station project.

Council member Murphy noted that AC Transit had been a recipient of the same federal grant and he was pleased East Bay public transit agencies were being funded to move towards a zero-emission vehicle fleet. Further, he reminded the community there were free bus passes for students as part of the Pass to Class program with applications now open on County Connection, AC Transit and Tri-Delta Transit, available while supplies lasted with more information at 511ccc.org/passtoclass.

Council member Tave reported he had attended a West Contra Costa Transportation Advisory Committee (WCCTAC) meeting and briefed the City Council on the discussion about the Richmond Bridge and the third lane/bicycle lane study. He had also attended the Fourth of July celebrations which included the first drone show.

Council member Martinez-Rubin thanked staff, the Interim City Manager/Police Chief, Community Services and Public Works Departments and Pinole Community Television (PCTV) for their involvement in the Fourth of July celebrations, which had been a pleasant experience and the first celebration at Pinole Valley High School. She also expressed her appreciation to the WCCUSD and the Principal of Pinole Valley High School for the use of the field that provided a family-oriented feel and was extraordinary for a first-time drone show. She appreciated the opportunity to see new faces at events that called for public input where certain individuals had not previously participated as it related to a workshop on traffic, and she was pleased to see general support for calming measures in the City of Pinole. She commented that providing venues for communication or interaction had been fruitful with the interaction allowed to happen organically in a non-structured setting. She also appreciated the Senior Center had functioned as a cooling center during the recent excessive heat wave.

D. Council Requests for Future Agenda Items

There were no requests for future agenda items.

E. City Manager Report / Department Staff

Interim City Manager/Police Chief Gang echoed the comments about the Fourth of July celebrations when about 3,000 members of the community had participated. He also recognized the staff who worked on the holiday to serve the community including Community Services and Public Works Departments, PCTV, Pinole Police Department staff and Pinole Valley High School partners. The event had been well organized, ran smoothly, there had been no traffic-related concerns or complaints and while the drone show was different for the community as compared to previous fireworks displays, the associated explosions from fireworks had negative impacts on some residents and he had been humbled by the decision of the City Council to consider a drone show. He reported there had been a reduction in the calls for service for illegal fireworks the Friday before and the Sunday after the holiday.

Interim City Manager/Police Chief Gang was pleased with the effort to educate the public and with the community taking into account the Red-Flag Warnings. He also provided the calls for service statistics for the Fourth of July holiday itself and reported there had been two arrests and four citations for non-compliance with the City ordinance. He found the City Council had been a good partner and saw the need to change verbiage in the PMC allowing the Police Department to cite people setting off illegal fireworks, which enhanced the Police Department's ability to make change.

Interim City Manager/Police Chief Gang further reported that National Ice Cream Day would be held on Thursday, July 18, 2024 from 2:00 to 3:00 p.m. with a free scoop of ice cream at Yumy Gurt; there would be National Night Out Caravan on August 6, 2024, with established Neighborhood Watch Groups to be visited and anyone wanting to schedule a visit was asked to reach out to the Pinole Police Department; National Night Out in the City of Pinole would be recognized on October 1, 2024; and the new City Manager would start on August 26, 2024.

Interim City Manager/Police Chief Gang also provided a statement about political violence and the assassination attempt on former President Trump, which was deeply disturbing. His thoughts were with the former President, his family and the families of the man tragically killed and others injured, and he asked that they stand firmly against any acts of hate, intimidation or violence that sought to undermine democracy or inflict harm, and only through constructive dialogue could they tackle the nation's toughest challenges with voices heard at the ballot box and not through acts of violence. He understood many community members were experiencing increased fear and anxiety due to these events and he hoped that everyone could display patience and understanding amongst each other in the community, and together they could overcome these challenges, unite and allow the City of Pinole to become the beacon of light for America to follow.

F. City Attorney Report: None

PUBLIC COMMENTS OPENED (Items 7E through 7F)

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

PUBLIC COMMENTS CLOSED

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

B. Proclamations

2. Independence Day

The City Council read into the record a proclamation recognizing July 4, 2024 as Independence Day.

3. Bastille Day

The City Council read into the record a proclamation recognizing July 14, 2024 as Bastille Day.

PUBLIC COMMENTS OPENED (Items 8B2 through 8B3)

City Clerk Bell 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 Special City Council Meeting on June 25, 2024 and the Minutes of the Regular City Council Meeting on July 2, 2024.

B. Receive the June 15, 2024 – July 12, 2024 List of Warrants in the Amount of $2,751,452.99 and July 5, 2024 Payroll in the Amount of $529,980.50.

C. Adopt a Resolution to Amend the Master Salary Schedule. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**

D. Disposal of Electronic Waste. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

E. Fiscal Year (FY) 2023/24 Fourth Quarter Report on Status of Capital Improvement Plan (CIP) Projects. **Action: Receive Report (Sanjay Mishra)**

F. Approve an Amendment to the Employment Agreement for the City Clerk. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**

G. 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 2024/2025, Setting the Date of the Public Hearing, and Approving the Annual Engineer's Report. **Action: Adopt Resolution per Staff Recommendation (Sanjay Mishra)**

H. Second Reading and Adoption of EV Charging Station Ordinance. **Action: Waive Second Reading and Adopt Ordinance per Staff Recommendation (Sanjay Mishra, Eric Casher)**

PUBLIC COMMENTS OPENED

Rafael Menis provided the following comments on the Consent Calendar:

- Item 9B, while comments had been submitted in writing to the Finance Director, he referenced Page 68 of 302 of the agenda packet, the List of Warrants and Vendor 2869 Bianco Varmint Control, which expense was for the removal of a skunk out of a garage, and which was a great level of detail for reporting what the payment was for. He hoped to see that level of detail in other warrants in the future.

- Item 9E, Pages 114 and 115 of 302 of the agenda packet included a red box with the statement "replace with spreadsheet." He asked whether there was anything of importance missing or whether those pages were random blank pages that should have been removed.

PUBLIC COMMENTS CLOSED

Speaking to Item 9F, Mayor Toms reported the item related to the approval of an amendment to the Employment Agreement with the City Clerk. Pursuant to Government Code 54953 (c)(3), the item would include a recommendation to provide the City Clerk with a 4 percent Cost of Living (COLA) adjustment in accordance with the Employment Agreement amendment. This would have no fiscal impact on the General Fund as the COLA had already been incorporated into the Fiscal Year 2024/25 budget.

ACTION: <u>Motion by Council members Tave/Murphy to adopt Items 9A through 9H, as shown</u>.

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

11. OLD BUSINESS

B. Resolution Placing ½-Cent Sales Tax Measure on November 5, 2024 Ballot. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory, Eric Casher)**

Finance Director Guillory presented a PowerPoint presentation for a resolution to place a ½-Cent Sales Tax Measure on the November 5, 2024 ballot, which included an overview of the background and fiscal challenges the City was facing; City Council exploration of a number of revenue enhancement options which led to the proposed ½-Cent Sales Tax Measure, survey which indicated that 62 percent of Pinole voters would support an additional ½ cent sales tax and the priorities identified by residents for new funding.

City Attorney Casher continued the PowerPoint presentation and provided the background of the sales tax authorization and highlighted the proposed measure; oversight; proposed ballot question; procedures; fiscal impact and minor revisions to the proposed resolution and ordinance in the published agenda, which had a typographical error referring to Revenue and Taxation Code Section 7292.8 as one of the relevant statutes with the references to be removed as part of the final documents.

City Attorney Casher recommended the City Council adopt a resolution placing a ½ Cent Sales Tax Measure on the November 5, 2024 ballot.

Council member Tave asked whether the City had maxed out the number of words in the proposed ballot question, and City Attorney Casher confirmed they were close to the maximum.

Council member Murphy asked for clarification as to when the tax would be implemented if approved by the voters, to which City Attorney Casher explained the vote would have to be certified after the November ballot.

Finance Director Markisha Guillory added that due to administration to get the information out to the various retailers, there was an administrative component which was why the tax, if approved, would not be implemented on January 1, 2025 but on April 1, 2025. The tax and fee would be administered by the state.

Council member Murphy asked that that information be laid out for the public

City Clerk Bell also added the arguments for and against the ballot measure would be included in the Voter Information Guide. There was an entire process that outlined the arguments, a guide published by the County, which she would publish on the City Clerk website and would also be available to the public upon request.

Mayor Toms understood the process was that the City publish an argument for with an opportunity for someone to publish something against the ballot measure, with a rebuttal able to be filed.

City Clerk Bell advised that information would also be available to the public and interested parties. Persons interested in participating in that process were encouraged to contact the City Clerk's Office.

Mayor Toms understood before the ballot measure was submitted the entire City Council could be signatories, if desired, and she asked whether that would be a decision to be made at a future City Council meeting.

City Attorney Casher advised there could be five signatories. The resolution provided for the Mayor to sign as the City Council representative. Typically, and in consultation with The Lew Edwards Group, it was Best Practice to include as other signatories, other representatives of the City such as a small business owner or a member of a community organization to show broad-based support, but there could only be five signatories.

PUBLIC COMMENTS OPENED

Rafael Menis supported the proposed half cent sales tax measure, the City needed the revenue it would raise, the protections state law required limited it from being applied to aggressive categories, such as food and medicine, making it a less regressive tax and given the relative popularity of the tax as compared to others based on the City's survey data, made it the best choice for the City at this time. While he understood they were close to the word count limit, he recommended the ballot question be modified as follows, if possible:

> *To maintain Pinole's fiscal stability, prevent cuts, provide essential City services such as: maintaining 911 emergency response times/fire prevention; preventing property crimes; keeping public areas/parks safe and clean; providing clean water; repairing potholes/streets; retaining/attracting local businesses; other general services; shall a measure be adopted establishing a 1/2¢ sales tax providing $2,500,000 annually until ended by voters if approved by the State, requiring audits, spending disclosure, <u>with</u> all funds spent for Pinole?*

Irma Ruport understood the City needed to move forward and place the half cent sales tax measure on the November ballot.

Ms. Ruport thanked Council member Murphy for working with legislative advocates for the sales tax measure and the support he had given the sales tax, and the entire City Council and staff for all of their work on this sales tax measure.

PUBLIC COMMENTS CLOSED

Council member Tave suggested the ballot question be further modified since it ended with a question and read oddly with all of the commas and semi-colons. He recognized they were trying to get a lot across. He recommended the ballot question be modified to read:

> *To maintain Pinole's fiscal stability, prevent cuts, provide essential City services such as: maintaining 911 emergency <u>response/fire</u> prevention; preventing property crimes; keeping public areas/parks safe and clean; providing clean water; repairing potholes/streets; retaining/attracting local businesses; other general services; shall a measure be adopted establishing a 1/2¢ sales tax providing $2,500,000 annually until ended by voters if approved by the State, requiring audits, spending disclosure, all funds <u>will be</u> spent <u>in</u> Pinole?*

Mayor Toms noted this was a question to the voters.

Council member Tave again questioned why the ballot question ended with a question mark.

Mayor Toms commented that if the City Council adopted the resolution, she asked if it was being adopted as the ballot language stated or whether there was room for edits after this meeting.

City Attorney Casher sought final language at this time. He liked the addition of the conjunction Council member Tave offered but the ballot question must end with a question mark given it was a question being asked of the voters. He noted the consultant was also protective of the language, since the language had been polled as part of the survey that had done so well and the consultant may be concerned with potential changes in the outcome. While the ballot question was a bit clunky, it had polled well. He added the consultant was not present at this time.

Council member Murphy asked whether the last statement that reads *all funds spent in Pinole?* was necessary.

City Attorney Casher explained that it was getting to the idea that a portion of the tax was not going to the county or anywhere else, with the revenue to be generated by the sales tax measure for the City of Pinole and which was why the language was as shown.

Council member Murphy supported the language as is, and while it was awkward he would be open to remove the last few words, as described.

Council member Tave reiterated his concern with the last few words of the ballot question, as discussed, and suggested another line could be considered to take away the question mark.

Mayor Pro Tem Sasai understood as the City Attorney stated the consultant had recommended language, which was exactly as presented in the poll minus the language *if approved by the State.*

City Attorney Casher confirmed the ballot language was consistent with minor tweaks from the polling survey that had been heavily vetted. He again read the ballot language into the record, as shown in the staff report and PowerPoint presentation, and again explained why the verbiage had been used as shown.

Mayor Pro Tem Sasai trusted the consultant's verbiage and the need to be as close to the polling as possible.

Council member Tave offered a motion, seconded by Council member Murphy to approve the resolution, as shown.

Council member Martinez-Rubin suggested further edits if the final word count allowed, as follows:

> *To maintain Pinole's fiscal stability, prevent cuts, provide essential City services such as: maintaining 911 emergency response times/fire prevention; preventing property crimes; keeping public areas/parks safe and clean; providing clean water; repairing potholes/streets; retaining/attracting local businesses; and other general services; shall a measure be adopted establishing a 1/2¢ sales tax providing $2,500,000 annually until ended by voters, if approved by the State, requiring audits, spending disclosure, all funds be spent for Pinole?*

Council member Murphy commented on the challenges of ballot measures, noted the voter guide was not meant for proper English, and the characterizations did not equate. He understood the concerns with making the ballot language read better.

Mayor Toms asked whether the resolution could be adopted in a way that allowed those edits and some discussion with the consultant or after double checking the word count.

City Attorney Casher stated the changes proposed by Council member Martinez-Rubin and the proposed edit by Mr. Menis would result in the ballot question to read:

> *To maintain Pinole's fiscal stability, prevent cuts, provide essential City services such as: maintaining 911 emergency response times/fire prevention; preventing property crimes; keeping public areas/parks safe and clean; providing clean water; repairing potholes/streets; retaining/attracting local businesses; and other general services; shall a measure be adopted establishing a 1/2¢ sales tax providing $2,500,000 annually until ended by voters, if approved by the State, requiring audits, spending disclosure, with all funds spent for Pinole?*

City Attorney Casher advised with direction from the City Council assuming those edits could be made within the allowable word count, those changes could be made, but if the changes impacted the word count, the City Council's approval would be left as-is.

Council member Tave as the maker of the motion, suggested the motion be modified to approve the resolution as-is with direction that if the changes could be made, that would be done. He asked whether The Lew Edwards Group had to approve the changes.

Council member Murphy as the second to the motion, accepted the modification.

City Attorney Casher advised The Lew Edwards Group did not have to approve the ballot question but he would consult with them and the Finance Director and everyone who had consulted on this matter, although he acknowledged that this was a City Council decision.

ACTION: Motion by Council members Tave/Murphy to adopt a resolution Placing a ½ Cent Sales Tax Measure on the November 5, 2024 ballot, as-is, with the current direction to modify the ballot question as follows:

> **To maintain Pinole's fiscal stability, prevent cuts, provide essential City services such as: maintaining 911 emergency response times/fire prevention; preventing property crimes; keeping public areas/parks safe and clean; providing clean water; repairing potholes/streets; retaining/attracting local businesses; and other general services; shall a measure be adopted establishing a 1/2¢ sales tax providing $2,500,000 annually until ended by voters, if approved by the State, requiring audits, spending disclosure, with all funds spent for Pinole?**

With the ballot question, as modified, to be approved by the consultant in terms of the word count and content to ensure it did not impede on the success of the ballot measure.

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

Council member Murphy understood ballots would come out to voters on October 7, 2024. He asked that The Lew Edwards Group be present for future meetings when discussing the ballot measure and asked about the process moving forward for public education.

Finance Director Guillory advised staff had standing meetings with the City Attorney and The Lew Edwards Group and staff would start to work on the community engagement plan now that the ballot question had been approved. No schedule had been set as yet but staff would be meeting with The Lew Edwards Group and would get a calendar together.

12. NEW BUSINESS: None

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

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

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

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

Mayor Toms asked that the meeting adjourn in memory of City of Vacaville Police Officer Matthew Bowen, who had been tragically killed while performing a traffic stop on July 11, 2024, and who was survived by his wife and two young sons. She offered her condolences to the City of Vacaville and to Officer Bowen's family.

14. **ADJOURNMENT** to the Regular City Council meeting of August 6, 2024 in Remembrance of Amber Swartz and City of Vacaville Police Officer Matthew Bowen.

At 10:56 p.m., Mayor Toms adjourned the meeting to a Regular City Council meeting on August 6, 2024 in Remembrance of Amber Swartz and City of Vacaville Police Officer Matthew Bowen.

Submitted by:

____

Heather Bell, CMC
City Clerk

Approved by City Council:

9B

WARRANT LISTING

By Vendor Name

City of Pinole, CA

Payment Dates 7/13/2024 - 8/2/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J0605-24B	105355	08/02/2024	212-462-42101	PLAN REVIEW FEB. 1-29, 2024 BP23-0393	433.05
J0605-24F	105355	08/02/2024	212-462-42101	PLAN REVIEW JUNE 2024 BP24-0106	601.09
J1909-05C	105355	08/02/2024	100-465-42101	COEDE ENFORCEMENT TECH JUNE 2024	5,320.00
				Vendor 4LE00 - 4LEAF, INC. Total:	**6,354.14**
Vendor: 2699 - AAA BUSINESS SUPPLIES & INTERIORS					
2358728-0	105356	08/02/2024	500-641-42201	OFFICE SUPPLIES WPCP	147.03
				Vendor 2699 - AAA BUSINESS SUPPLIES & INTERIORS Total:	**147.03**
Vendor: AAA03 - AAA FIRE PROTECTION SERVICES					
12489301	105269	07/19/2024	209-552-42108	SEMI-ANNUAL FIRE SYSTEM SERVICE PSC	2,407.48
				Vendor AAA03 - AAA FIRE PROTECTION SERVICES Total:	**2,407.48**
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
5025519 070624	105305	07/26/2024	500-641-42201	WATER FOR WPCP	195.85
5025531 070624	105305	07/26/2024	100-343-44306	WATER FOR CY	152.90
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	**348.75**
Vendor: 2868 - ALL BAY REFRIGERATION					
1154	105270	07/19/2024	209-557-42514	SWIM CENTER COMPRESSOR	280.00
				Vendor 2868 - ALL BAY REFRIGERATION Total:	**280.00**
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
2722288	105357	08/02/2024	100-116-42101	BENEFITS CONSULTING FEES JULY 2024	2,083.33
				Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:	**2,083.33**
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
LPM-24-001034	105358	08/02/2024	285-464-42101	AMORTIZED DEFERRED WITH MONITORING MAY 2024	567.50
LPM-24-001034	105358	08/02/2024	750-463-42101	AMORTIZED DEFERRED WITH MONITORING MAY 2024	182.50
				Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:	**750.00**
Vendor: ATT01 - AT&T					
000021970473	105271	07/19/2024	525-118-43101	MIS PHONE	893.10
000021974040	105271	07/19/2024	525-118-43101	PW PHONE	706.98
000021974041	105271	07/19/2024	525-118-43101	ADMINISTRATION PHONE	5,146.44
000021974042	105271	07/19/2024	525-118-43101	RECREATION PHONE	979.86
000021974043	105271	07/19/2024	525-118-43101	CDD PHONE	184.75
000021974045	105271	07/19/2024	525-118-43101	EOC PHONE	222.08
000022032703	105359	08/02/2024	525-118-43101	PHONE PD	3,649.12
517219	105306	07/26/2024	100-221-42514	TOWER SEARCH PD	120.00
				Vendor ATT01 - AT&T Total:	**11,902.33**
Vendor: BAR42 - BARNEY & RUSSUM ANIMAL CLINIC					
376578	105272	07/19/2024	100-221-42514	EXAM AND VACCINATION FOR MILO	211.50
				Vendor BAR42 - BARNEY & RUSSUM ANIMAL CLINIC Total:	**211.50**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6802544	105273	07/19/2024	209-552-43804	FOOD PROGRAM PSC	911.91
6806623	105307	07/26/2024	209-552-43804	FOOD PROGRAM PSC	1,251.11
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**2,163.02**

WARRANT LISTING

Payment Dates: 7/13/2024 - 8/2/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2765 - BKF ENGINEERS					
24070237	105308	07/26/2024	106-341-42101	STORM DAMAGE REPAIR SERVICES	239.00
				Vendor 2765 - BKF ENGINEERS Total:	**239.00**
Vendor: 1654 - BRINK'S INCORPORATED					
12656477	105274	07/19/2024	100-115-42101	TRANSPORTATION SERVICES FINANCE	286.41
				Vendor 1654 - BRINK'S INCORPORATED Total:	**286.41**
Vendor: CAL04 - CALCON SYSTEMS,INC.					
56953	105275	07/19/2024	500-641-42107	SERVICE CALL WPCP	1,873.00
				Vendor CAL04 - CALCON SYSTEMS,INC. Total:	**1,873.00**
Vendor: CALA3 - CALIFORNIA GENERATOR SERVICE					
63297	105276	07/19/2024	500-641-42107	ANNUAL SERVICE LABOR AND PARTS WPCP	1,637.50
				Vendor CALA3 - CALIFORNIA GENERATOR SERVICE Total:	**1,637.50**
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000017589632	105310	07/26/2024	100-117-41004	ANNUAL UNFUNDED LIAB MISC PEPRA 27205	858.58
100000017590065	105310	07/26/2024	100-117-41004	ANNUAL UNFUND LIAB MISC CLASSIC 674	133,129.58
100000017590077	105310	07/26/2024	100-117-41004	ANNUAL UNFUNDED LIAB SAFETY CLASSIC 675	172,035.42
100000017590086	105310	07/26/2024	100-231-41004	ANNUAL UNFUNDED LIAB PEPRA FIRE 25716	299.33
100000017590093	105309	07/26/2024	100-117-41004	ANNUAL UNFUNDED LIAB SAFETY PEPRA POLICE 25717	1,165.08
				Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:	**307,487.99**
Vendor: CCP03 - CCP INDUSTRIES					
IN05048461	105277	07/19/2024	500-642-44410	BLACK NITRILE POWDER FREE GLOVES CY	42.69
				Vendor CCP03 - CCP INDUSTRIES Total:	**42.69**
Vendor: 2869 - CHEMTEX					
27863	105278	07/19/2024	500-641-42107	SERVICE FOR BOILER WPCP	1,381.92
				Vendor 2869 - CHEMTEX Total:	**1,381.92**
Vendor: CIT08 - CITY MECHANICAL, INC					
105332	105279	07/19/2024	100-343-42108	HVAC SERVICE CALL SAFETY BLDG.	500.00
105385	105279	07/19/2024	100-343-42108	HVAC SERVICE CALL CH	927.10
105476	105279	07/19/2024	100-343-42108	HVAC SERVICE CALL CH	500.00
105521	105311	07/26/2024	100-343-42108	HVAC SERVICE CALL CH	1,165.09
105581	105311	07/26/2024	100-343-42108	HVAC SERVICE CALL SAFETY BLDG.	3,813.32
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**6,905.51**
Vendor: CIT10 - CITY OF SAN PABLO					
0034294	105312	07/26/2024	100-223-42105	ANNAUL TRI-CITY COSTS FY 23-24 APRIL-JUNE 2024	9,347.69
				Vendor CIT10 - CITY OF SAN PABLO Total:	**9,347.69**
Vendor: 2700 - CIVICPLUS, LLC					
297243	105280	07/19/2024	525-118-42106	INTEGRATION ANNUAL FEE FOR CIVICCLERK SOFTWARE	14,561.40
				Vendor 2700 - CIVICPLUS, LLC Total:	**14,561.40**
Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES					
06127	105313	07/26/2024	209-552-43810	GREASE TRAP CLEANNING AT PSC	140.00
				Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:	**140.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
16956	105360	08/02/2024	525-118-42101	LAND MANAGEMENT SOLAR PERMITS	7,995.00
				Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:	**7,995.00**
Vendor: COM20 - COMCAST					
0210511-07162024	105361	08/02/2024	100-222-43105	CABLE PD	248.44
0419492-07022024	105281	07/19/2024	525-118-43106	SWIM CENTER INTERNET	175.18
209183976	105314	07/26/2024	525-118-43106	INTERNET PD	888.41
				Vendor COM20 - COMCAST Total:	**1,312.03**
Vendor: WEL38 - COMPUTERSHARE TRUST COMPANY, N.A.					
2341793	105282	07/19/2024	100-117-48103	ADMINISTRATIVE CHARGES PERIOD 062923-062824	2,500.00
				Vendor WEL38 - COMPUTERSHARE TRUST COMPANY, N.A. Total:	**2,500.00**
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
633553	105315	07/26/2024	100-345-44306	MOWING HEAD FIXCUT	155.75
633895	105315	07/26/2024	100-345-44306	HEDGE TRIMMER REPAIRS	228.29
				Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:	**384.04**
Vendor: 2626 - CONSOR NORTH AMERICA, INC.					
N202830CA.00-46	105362	08/02/2024	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	1,006.10
N202830CA.00-47	105362	08/02/2024	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	5,298.15
N202830CA.00-48	105362	08/02/2024	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	335.37
				Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:	**6,639.62**
Vendor: CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER					
2425-0013	105316	07/26/2024	100-110-42401	LAFCO NET COST FY 2024-2025	4,794.23
				Vendor CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER Total:	**4,794.23**
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
FY2425-AUG	105363	08/02/2024	100-231-42101	FIRE SERVICES AUGUST 2024	318,498.43
FY2425-AUG	105363	08/02/2024	105-231-42101	FIRE SERVICES AUGUST 2024	64,642.91
FY2425-AUG	105363	08/02/2024	106-231-42101	FIRE SERVICES AUGUST 2024	78,494.99
				Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:	**461,636.33**
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
24580	105283	07/19/2024	100-221-42107	SPARK PLUG OF MOTORCRAFT REPLACED	249.71
24906	105283	07/19/2024	100-221-42107	OIL CHANGE PD	60.00
45981	105283	07/19/2024	100-221-42107	OIL CHANGE PD	60.00
				Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:	**369.71**
Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
5981038-0011	105317	07/26/2024	100-343-42511	BRUSH CHIPPER RENTAL	3,658.50
				Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:	**3,658.50**
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
4195305	105318	07/26/2024	100-111-42201	NAME PLATES FOR OFFICE DOOR AND DIAS CM	49.02
				Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:	**49.02**
Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC					
2402060	105284	07/19/2024	106-343-47201	PRELIMINARY ENGINEERING AND DESIGN SERVICES	1,235.00
				Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total:	**1,235.00**
Vendor: DAS02 - DASH MEDICAL GLOVES, INC.					
INV1313539	105364	08/02/2024	100-222-42514	EXAM GLOVES FOR EVIDENCE PD	234.84
				Vendor DAS02 - DASH MEDICAL GLOVES, INC. Total:	**234.84**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
85928321	105285	07/19/2024	100-10601	GASOLINE UNL CY	2,454.17

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
85941590	105319	07/26/2024	100-10601	GASOLINE UNL	2,738.14
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**5,192.31**
Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT					
Q2 2024	105320	07/26/2024	226-000-34223	FY24 Q4 DISABILITY ACCESS & EDUCATION FEE	81.60
				Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:	**81.60**
Vendor: 1808 - DOG WASTE DEPOT					
714046	105286	07/19/2024	100-345-42108	DOG WASTE ROLL BAGS	819.32
				Vendor 1808 - DOG WASTE DEPOT Total:	**819.32**
Vendor: 2480 - DTS LANGUAGE SERVICES, INC.					
I-0014456	105365	08/02/2024	100-465-42101	TRANSLATION FOR PLANNING AUGUST 2023	47.76
I-0015691	105365	08/02/2024	100-465-42101	TRANSLATION FOR CODE ENFORCEMENT DECEMBER 2023	12.44
				Vendor 2480 - DTS LANGUAGE SERVICES, INC. Total:	**60.20**
Vendor: EAS27 - EAST BAY REGIONAL COMM SYSTEM AUTHORITY					
20250016	105321	07/26/2024	100-221-42101	OPERATING SERVICES FIRE AND POLICE 070124-063025	43,056.00
				Vendor EAS27 - EAST BAY REGIONAL COMM SYSTEM AUTHORITY Total:	**43,056.00**
Vendor: EBM01 - EBMUD					
231773-07252024	105366	08/02/2024	100-343-43102	2887 SIMAS AVE IRRIGATION USE ONLY	255.23
232841-07252024	105366	08/02/2024	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	4,225.20
520575-07232024	105366	08/02/2024	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	187.23
556324-07252024	105366	08/02/2024	100-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	2,409.74
				Vendor EBM01 - EBMUD Total:	**7,077.40**
Vendor: 2853 - EVERON, LLC					
JULY 2024	105287	07/19/2024	209-553-42108	TINY TOTS 2454 SIMAS MONITOIRNG ALARM SYSTEM	110.73
				Vendor 2853 - EVERON, LLC Total:	**110.73**
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2406	105367	08/02/2024	100-222-42101	ALCOHOL, DRUG, TOXICOLOGY SERVICES JUNE 2024	2,610.00
PINPD-2406-SUPP	105367	08/02/2024	100-222-42101	BLOOD WITHDRAWAL JUNE 2024	239.40
				Vendor FOR02 - FORENSIC SERVICES DIVISION Total:	**2,849.40**
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
AUGUST 2024	105368	08/02/2024	201-343-42513	BASE RENT RETAIL PINOLE VISTA CROSSING	100.00
				Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:	**100.00**
Vendor: 2349 - GHD, INC.					
380-0054605-9	105369	08/02/2024	100-342-42101	PROFESSIONAL AND TECHNICAL PLANNING FO...	3,975.02
				Vendor 2349 - GHD, INC. Total:	**3,975.02**
Vendor: 1653 - GOT POWER, INC.					
01-101155	105370	08/02/2024	100-343-47105	SERVICE TO BACKUP GENERATOR PD	1,266.80
				Vendor 1653 - GOT POWER, INC. Total:	**1,266.80**
Vendor: 1153 - GOVERNMENTJOBS.COM, INC					
INV-45934	105322	07/26/2024	525-118-42106	SOFTWARE SERVICES SETUP 070124-06302025	9,805.35
				Vendor 1153 - GOVERNMENTJOBS.COM, INC Total:	**9,805.35**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2439 - GOVINVEST INC.					
2024-5554	105288	07/19/2024	100-116-42510	COMPENSATION ANNUAL SUBSCRIPTION 063024-60292027	14,500.00
				Vendor 2439 - GOVINVEST INC. Total:	**14,500.00**
Vendor: 1112 - GRAY-BOWEN-SCOTT					
22370	105323	07/26/2024	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	3,760.00
				Vendor 1112 - GRAY-BOWEN-SCOTT Total:	**3,760.00**
Vendor: 2371 - GREEN HALO SYSTEMS INC					
4927	105371	08/02/2024	212-462-42106	HOST AND ACCESS MAY 2024	175.00
				Vendor 2371 - GREEN HALO SYSTEMS INC Total:	**175.00**
Vendor: 2244 - GYM DOCTORS					
00157008	105324	07/26/2024	100-221-42304	SEMI-ANNUAL PREVENTIVE MAINTENANCE PD	180.00
				Vendor 2244 - GYM DOCTORS Total:	**180.00**
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
00604858	105325	07/26/2024	500-641-44306	PLASTIC PLUMBING SUPPLIES WPCP	192.38
				Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:	**192.38**
Vendor: HDL01 - HDL COREN AND CONE					
SIN041339	105372	08/02/2024	100-115-42101	PROPERTY TAX JULY - SEPT. 2024	2,337.50
				Vendor HDL01 - HDL COREN AND CONE Total:	**2,337.50**
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
351915/351916/351918/351...	105289	07/19/2024	100-110-41002	DENTAL BENEFITS JULY 2024	338.60
351915/351916/351918/351...	105289	07/19/2024	100-111-41002	DENTAL BENEFITS JULY 2024	236.84
351915/351916/351918/351...	105289	07/19/2024	100-112-41002	DENTAL BENEFITS JULY 2024	383.55
351915/351916/351918/351...	105289	07/19/2024	100-113-41002	DENTAL BENEFITS JULY 2024	108.99
351915/351916/351918/351...	105289	07/19/2024	100-115-41002	DENTAL BENEFITS JULY 2024	364.69
351915/351916/351918/351...	105289	07/19/2024	100-116-41002	DENTAL BENEFITS JULY 2024	306.58
351915/351916/351918/351...	105289	07/19/2024	100-221-41002	DENTAL BENEFITS JULY 2024	1,986.42
351915/351916/351918/351...	105289	07/19/2024	100-221-41002	DENTAL BENEFITS JULY 2024	108.99
351915/351916/351918/351...	105289	07/19/2024	100-222-41002	DENTAL BENEFITS JULY 2024	485.31
351915/351916/351918/351...	105289	07/19/2024	100-222-41002	DENTAL BENEFITS JULY 2024	50.88
351915/351916/351918/351...	105289	07/19/2024	100-223-41002	DENTAL BENEFITS JULY 2024	1,304.82
351915/351916/351918/351...	105289	07/19/2024	100-341-41002	DENTAL BENEFITS JULY 2024	338.60
351915/351916/351918/351...	105289	07/19/2024	100-343-41002	DENTAL BENEFITS JULY 2024	889.25
351915/351916/351918/351...	105289	07/19/2024	100-465-41002	DENTAL BENEFITS JULY 2024	127.85
351915/351916/351918/351...	105289	07/19/2024	105-221-41002	DENTAL BENEFITS JULY 2024	434.43
351915/351916/351918/351...	105289	07/19/2024	106-222-41002	DENTAL BENEFITS JULY 2024	127.85
351915/351916/351918/351...	105289	07/19/2024	209-551-41002	DENTAL BENEFITS JULY 2024	173.64
351915/351916/351918/351...	105289	07/19/2024	209-552-41002	DENTAL BENEFITS JULY 2024	176.59
351915/351916/351918/351...	105289	07/19/2024	209-554-41002	DENTAL BENEFITS JULY 2024	115.07
351915/351916/351918/351...	105289	07/19/2024	212-461-41002	DENTAL BENEFITS JULY 2024	255.70
351915/351916/351918/351...	105289	07/19/2024	212-462-41002	DENTAL BENEFITS JULY 2024	415.57
351915/351916/351918/351...	105289	07/19/2024	500-641-41002	DENTAL BENEFITS JULY 2024	1,023.03
351915/351916/351918/351...	105289	07/19/2024	500-642-41002	DENTAL BENEFITS JULY 2024	280.49
351915/351916/351918/351...	105289	07/19/2024	505-119-41002	DENTAL BENEFITS JULY 2024	255.70
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	5.09
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	12.79
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	127.85
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	127.84
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	34.16
351915/351916/351918/351...	105289	07/19/2024	998-20105	DENTAL BENEFITS JULY 2024	50.88
353009,010,011,012,013,014,...	105373	08/02/2024	100-110-41002	DENTAL BENEFITS AUGUST 2024	18.57
353009,010,011,012,013,014,...	105373	08/02/2024	100-110-41002	DENTAL BENEFITS AUGUST 2024	338.60

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
353009,010,011,012,013,014,...	105373	08/02/2024	100-111-41002	DENTAL BENEFITS AUGUST 2024	9.28
353009,010,011,012,013,014,...	105373	08/02/2024	100-111-41002	DENTAL BENEFITS AUGUST 2024	236.84
353009,010,011,012,013,014,...	105373	08/02/2024	100-112-41002	DENTAL BENEFITS AUGUST 2024	383.55
353009,010,011,012,013,014,...	105373	08/02/2024	100-112-41002	DENTAL BENEFITS AUGUST 2024	13.92
353009,010,011,012,013,014,...	105373	08/02/2024	100-113-41002	DENTAL BENEFITS AUGUST 2024	4.64
353009,010,011,012,013,014,...	105373	08/02/2024	100-113-41002	DENTAL BENEFITS AUGUST 2024	108.99
353009,010,011,012,013,014,...	105373	08/02/2024	100-115-41002	DENTAL BENEFITS AUGUST 2024	364.69
353009,010,011,012,013,014,...	105373	08/02/2024	100-115-41002	DENTAL BENEFITS AUGUST 2024	13.92
353009,010,011,012,013,014,...	105373	08/02/2024	100-116-41002	DENTAL BENEFITS AUGUST 2024	13.92
353009,010,011,012,013,014,...	105373	08/02/2024	100-116-41002	DENTAL BENEFITS AUGUST 2024	306.58
353009,010,011,012,013,014,...	105373	08/02/2024	100-221-41002	DENTAL BENEFITS AUGUST 2024	4.16
353009,010,011,012,013,014,...	105373	08/02/2024	100-221-41002	DENTAL BENEFITS AUGUST 2024	1,986.42
353009,010,011,012,013,014,...	105373	08/02/2024	100-221-41002	DENTAL BENEFITS AUGUST 2024	108.99
353009,010,011,012,013,014,...	105373	08/02/2024	100-221-41002	DENTAL BENEFITS AUGUST 2024	4.64
353009,010,011,012,013,014,...	105373	08/02/2024	100-221-41002	DENTAL BENEFITS AUGUST 2024	95.70
353009,010,011,012,013,014,...	105373	08/02/2024	100-222-41002	DENTAL BENEFITS AUGUST 2024	383.55
353009,010,011,012,013,014,...	105373	08/02/2024	100-222-41002	DENTAL BENEFITS AUGUST 2024	4.16
353009,010,011,012,013,014,...	105373	08/02/2024	100-222-41002	DENTAL BENEFITS AUGUST 2024	50.88
353009,010,011,012,013,014,...	105373	08/02/2024	100-222-41002	DENTAL BENEFITS AUGUST 2024	32.49
353009,010,011,012,013,014,...	105373	08/02/2024	100-223-41002	DENTAL BENEFITS AUGUST 2024	58.25
353009,010,011,012,013,014,...	105373	08/02/2024	100-223-41002	DENTAL BENEFITS AUGUST 2024	1,086.84
353009,010,011,012,013,014,...	105373	08/02/2024	100-341-41002	DENTAL BENEFITS AUGUST 2024	338.60
353009,010,011,012,013,014,...	105373	08/02/2024	100-341-41002	DENTAL BENEFITS AUGUST 2024	870.39
353009,010,011,012,013,014,...	105373	08/02/2024	100-341-41002	DENTAL BENEFITS AUGUST 2024	18.57
353009,010,011,012,013,014,...	105373	08/02/2024	100-343-41002	DENTAL BENEFITS AUGUST 2024	37.13
353009,010,011,012,013,014,...	105373	08/02/2024	100-465-41002	DENTAL BENEFITS AUGUST 2024	4.64
353009,010,011,012,013,014,...	105373	08/02/2024	100-465-41002	DENTAL BENEFITS AUGUST 2024	127.85
353009,010,011,012,013,014,...	105373	08/02/2024	105-221-41002	DENTAL BENEFITS AUGUST 2024	20.80
353009,010,011,012,013,014,...	105373	08/02/2024	105-221-41002	DENTAL BENEFITS AUGUST 2024	383.55
353009,010,011,012,013,014,...	105373	08/02/2024	106-222-41002	DENTAL BENEFITS AUGUST 2024	127.85
353009,010,011,012,013,014,...	105373	08/02/2024	106-222-41002	DENTAL BENEFITS AUGUST 2024	4.16
353009,010,011,012,013,014,...	105373	08/02/2024	209-551-41002	DENTAL BENEFITS AUGUST 2024	557.19

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
353009,010,011,012,013,014,...	105373	08/02/2024	209-551-41002	DENTAL BENEFITS AUGUST 2024	23.21
353009,010,011,012,013,014,...	105373	08/02/2024	209-552-41002	DENTAL BENEFITS AUGUST 2024	130.80
353009,010,011,012,013,014,...	105373	08/02/2024	209-552-41002	DENTAL BENEFITS AUGUST 2024	9.28
353009,010,011,012,013,014,...	105373	08/02/2024	209-554-41002	DENTAL BENEFITS AUGUST 2024	115.07
353009,010,011,012,013,014,...	105373	08/02/2024	209-554-41002	DENTAL BENEFITS AUGUST 2024	4.64
353009,010,011,012,013,014,...	105373	08/02/2024	212-461-41002	DENTAL BENEFITS AUGUST 2024	255.70
353009,010,011,012,013,014,...	105373	08/02/2024	212-461-41002	DENTAL BENEFITS AUGUST 2024	9.28
353009,010,011,012,013,014,...	105373	08/02/2024	212-462-41002	DENTAL BENEFITS AUGUST 2024	415.57
353009,010,011,012,013,014,...	105373	08/02/2024	212-462-41002	DENTAL BENEFITS AUGUST 2024	18.57
353009,010,011,012,013,014,...	105373	08/02/2024	212-462-41002	DENTAL BENEFITS AUGUST 2024	4.64
353009,010,011,012,013,014,...	105373	08/02/2024	500-641-41002	DENTAL BENEFITS AUGUST 2024	51.05
353009,010,011,012,013,014,...	105373	08/02/2024	500-641-41002	DENTAL BENEFITS AUGUST 2024	1,023.03
353009,010,011,012,013,014,...	105373	08/02/2024	500-642-41002	DENTAL BENEFITS AUGUST 2024	280.49
353009,010,011,012,013,014,...	105373	08/02/2024	500-642-41002	DENTAL BENEFITS AUGUST 2024	18.57
353009,010,011,012,013,014,...	105373	08/02/2024	505-119-41002	DENTAL BENEFITS AUGUST 2024	255.70
353009,010,011,012,013,014,...	105373	08/02/2024	505-119-41002	DENTAL BENEFITS AUGUST 2024	9.28
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	5.09
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	50.88
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	127.85
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	127.85
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	12.79
353009,010,011,012,013,014,...	105373	08/02/2024	998-20105	DENTAL BENEFITS AUGUST 2024	29.07
				Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:	**21,746.77**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN041014	105374	08/02/2024	100-115-42101	SALES TAX JULY - SEPT. 2024	1,480.71
				Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:	**1,480.71**
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
JUNE 2024	105326	07/26/2024	100-343-44306	CITYWIDE PURCHASES SUPPLIES	164.87
JUNE 2024	105326	07/26/2024	100-345-44306	CITYWIDE PURCHASES SUPPLIES	267.81
JUNE 2024	105326	07/26/2024	100-345-44306	CITYWIDE PURCHASES SUPPLIES	35.70
JUNE 2024	105326	07/26/2024	100-345-44306	CITYWIDE PURCHASES SUPPLIES	91.51
JUNE 2024	105326	07/26/2024	209-553-44306	CITYWIDE PURCHASES SUPPLIES	6.35
JUNE 2024	105326	07/26/2024	209-557-42108	CITYWIDE PURCHASES SUPPLIES	7.51
JUNE 2024	105326	07/26/2024	209-557-44306	CITYWIDE PURCHASES SUPPLIES	8.17

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JUNE 2024	105326	07/26/2024	209-557-44306	CITYWIDE PURCHASES SUPPLIES	15.15
JUNE 2024	105326	07/26/2024	500-641-42108	CITYWIDE PURCHASES SUPPLIES	238.78
JUNE 2024	105326	07/26/2024	500-642-42514	CITYWIDE PURCHASES SUPPLIES	65.19
				Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:	**901.04**
Vendor: HOR05 - HORIZON					
1R335912	105327	07/26/2024	100-345-42108	SUPPLIES FOR REPAIRS CY	363.18
1R336395	105327	07/26/2024	100-345-44306	SUPPLIES FOR REPAIRS CY	439.84
				Vendor HOR05 - HORIZON Total:	**803.02**
Vendor: 1507 - INTIME SERVICES INC.					
12573	105328	07/26/2024	100-222-42101	SUBSCRIPTION 44 EMPLOYEES THROUGH JUNE 2024	2,712.00
13089	105375	08/02/2024	100-222-42106	INTIME SUBSCRIPTION 44 EMPLOYEES 070124-063025	7,323.00
				Vendor 1507 - INTIME SERVICES INC. Total:	**10,035.00**
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
166857	105329	07/26/2024	100-343-42107	REMA RADIAL REPAIR UNIT CY	36.84
				Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:	**36.84**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000033221	105290	07/19/2024	500-641-44302	SLUDGE REMOVAL WPCP	5,705.84
4212-000033263	105330	07/26/2024	500-641-44302	SLUDGE REMOVAL WPCP	5,692.38
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**11,398.22**
Vendor: KNO03 - KNORR SYSTEMS,INC.					
242625	105376	08/02/2024	209-557-42108	MINI BULK SODIUM HYPOCHLORITE SWIM POOL	2,329.92
242940	105376	08/02/2024	209-557-42108	MINI BULK-SODIUM HYPCHLORITE SWIM POOL	1,905.34
				Vendor KNO03 - KNORR SYSTEMS,INC. Total:	**4,235.26**
Vendor: LEX03 - LEXIPOL, LLC					
INVLEX11236460	105377	08/02/2024	100-222-42101	ANNUAL LAW ENFORCEMENT BULLETINS 070124-06302025	9,588.57
INVPRA11237389	105377	08/02/2024	100-221-42106	POLICE ONE ACADEMY ANNUAL RATE OLL 070124-06302025	5,990.48
				Vendor LEX03 - LEXIPOL, LLC Total:	**15,579.05**
Vendor: 1253 - LIL' FROG CREATIONS					
1096	105331	07/26/2024	209-551-42515	PINOLE SUMMER MOVIES BANNERS	258.35
				Vendor 1253 - LIL' FROG CREATIONS Total:	**258.35**
Vendor: MAN01 - MANNA FOODS, INC.					
1013076	105332	07/26/2024	209-552-43804	PORK CHOPS FOOD PROGRAM PSC	243.20
				Vendor MAN01 - MANNA FOODS, INC. Total:	**243.20**
Vendor: 2391 - MARIA FIGUEROA					
JUNE 2023	105291	07/19/2024	100-221-42107	PETTY CASH REIMBUR 12/06/23-4/22/2024	76.80
JUNE 2023	105291	07/19/2024	100-221-42303	PETTY CASH REIMBUR 12/06/23-4/22/2024	22.00
JUNE 2023	105291	07/19/2024	100-221-42303	PETTY CASH REIMBUR 12/06/23-4/22/2024	14.73
JUNE 2023	105291	07/19/2024	100-221-42303	PETTY CASH REIMBUR 12/06/23-4/22/2024	15.73
JUNE 2023	105291	07/19/2024	100-221-42303	PETTY CASH REIMBUR 12/06/23-4/22/2024	17.19
				Vendor 2391 - MARIA FIGUEROA Total:	**146.45**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1152 - MARIA PICAZO					
06282024	105335	07/26/2024	209-552-43809	REIMBURSEMENT FOR POSTAGE JULY NEWSLETTER PSC	300.00
1125176637	105334	07/26/2024	209-552-43804	SUPPLIES FOR SNACK BAR PSC	411.99
JUNE 2024	105333	07/26/2024	209-552-43804	PETTY CAHS REIMB PSC	59.96
JUNE 2024	105333	07/26/2024	209-552-43808	PETTY CAHS REIMB PSC	10.45
				Vendor 1152 - MARIA PICAZO Total:	**782.40**
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
29795125	105336	07/26/2024	500-641-44306	SUPPLIES FOR REPAIRS WPCP	247.97
29946986	105378	08/02/2024	500-641-44306	SUPLIES FOR REPAIRS AT WPCP	135.49
30092194	105378	08/02/2024	500-641-44306	SUPPLIES BRACKET PVC PLASTIC REPAIRS WPCP	476.95
30162909	105378	08/02/2024	500-641-44306	MECHANICAL PUMP SUPPLIES FOR REPAIRS WPCP	356.12
				Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:	**1,216.53**
Vendor: 2872 - METROPOLITAN COMPOUNDS, INC.					
0018443-IN	105337	07/26/2024	200-342-47205	PATCH IT CASE	698.70
				Vendor 2872 - METROPOLITAN COMPOUNDS, INC. Total:	**698.70**
Vendor: 1311 - M-GROUP					
2004541	105292	07/19/2024	212-20346	ON CALL PLANNING SERVICES THROUGH 05312024	1,662.50
2004541	105292	07/19/2024	212-461-42101	ON CALL PLANNING SERVICES THROUGH 05312024	20,168.75
2004548	105292	07/19/2024	212-20346	PROFESSIONAL SERVICES PINOLE SHORES 2 05312024	9,515.00
2004566	105292	07/19/2024	212-20346	PROFESSIONAL SERVICES PINOLE SHORES 2 06302024	3,579.00
2004568	105292	07/19/2024	212-461-42101	ON CALL PLANNING SERVICES 06302024	21,393.75
				Vendor 1311 - M-GROUP Total:	**56,319.00**
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV003891	105338	07/26/2024	100-110-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	1,993.24
INV003891	105338	07/26/2024	100-110-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	2,418.15
INV003891	105338	07/26/2024	100-111-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	31,384.61
INV003891	105338	07/26/2024	100-111-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	38,075.14
INV003891	105338	07/26/2024	100-112-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	23,388.68
INV003891	105338	07/26/2024	100-112-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	28,374.65
INV003891	105338	07/26/2024	100-113-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	177.18
INV003891	105338	07/26/2024	100-113-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	214.95
INV003891	105338	07/26/2024	100-115-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	28,487.47
INV003891	105338	07/26/2024	100-115-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	34,560.40
INV003891	105338	07/26/2024	100-116-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	26,171.65
INV003891	105338	07/26/2024	100-116-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	31,750.89
INV003891	105338	07/26/2024	100-221-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	256,642.97
INV003891	105338	07/26/2024	100-221-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	311,353.80
INV003891	105338	07/26/2024	100-222-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	28,328.13

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV003891	105338	07/26/2024	100-222-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	34,367.09
INV003891	105338	07/26/2024	100-223-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	86,809.31
INV003891	105338	07/26/2024	100-223-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	105,315.21
INV003891	105338	07/26/2024	100-341-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	47,421.81
INV003891	105338	07/26/2024	100-341-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	57,531.14
INV003891	105338	07/26/2024	100-342-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	6,681.04
INV003891	105338	07/26/2024	100-342-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	8,105.29
INV003891	105338	07/26/2024	100-343-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	44,325.89
INV003891	105338	07/26/2024	100-343-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	53,775.22
INV003891	105338	07/26/2024	100-465-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	5,791.43
INV003891	105338	07/26/2024	100-465-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	7,026.04
INV003891	105338	07/26/2024	105-221-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	38,054.48
INV003891	105338	07/26/2024	105-221-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	46,166.89
INV003891	105338	07/26/2024	106-222-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	5,609.53
INV003891	105338	07/26/2024	106-222-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	6,805.37
INV003891	105338	07/26/2024	205-227-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	491.37
INV003891	105338	07/26/2024	205-227-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	596.12
INV003891	105338	07/26/2024	209-551-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	23,448.51
INV003891	105338	07/26/2024	209-551-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	28,447.23
INV003891	105338	07/26/2024	209-552-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	13,058.28
INV003891	105338	07/26/2024	209-552-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	15,842.02
INV003891	105338	07/26/2024	209-553-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	6,707.79
INV003891	105338	07/26/2024	209-553-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	8,137.75
INV003891	105338	07/26/2024	209-554-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	11,876.86
INV003891	105338	07/26/2024	209-554-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	14,408.76
INV003891	105338	07/26/2024	212-461-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	24,555.68
INV003891	105338	07/26/2024	212-461-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	29,790.44
INV003891	105338	07/26/2024	212-462-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	28,427.00
INV003891	105338	07/26/2024	212-462-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	34,487.03
INV003891	105338	07/26/2024	500-641-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	86,630.07
INV003891	105338	07/26/2024	500-641-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	105,097.76
INV003891	105338	07/26/2024	500-642-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	18,247.37

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV003891	105338	07/26/2024	500-642-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	22,137.32
INV003891	105338	07/26/2024	505-119-41009	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	14,911.64
INV003891	105338	07/26/2024	505-119-46201	FY2024-25 PREMIUM GENERAL LIAB WORKER COMP WELLNES	18,090.51
				Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:	**1,902,497.16**
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1423754	105379	08/02/2024	100-221-41008	LONG TERM DISABILITY PPEA	564.30
1423754	105379	08/02/2024	100-223-41008	LONG TERM DISABILITY PPEA	287.70
1423754	105379	08/02/2024	105-221-41008	LONG TERM DISABILITY PPEA	59.40
				Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:	**911.40**
Vendor: 1388 - ODIN SYSTEMS, INC.					
1882	105380	08/02/2024	100-222-42101	ANNUAL SUBSCRIPTION INVESTIGATIVE DATA PLATFORM	4,643.13
				Vendor 1388 - ODIN SYSTEMS, INC. Total:	**4,643.13**
Vendor: CBA00 - PACIFIC CREDIT SERVICES					
862800000135	105339	07/26/2024	100-000-31510	COLLECTION SERVICES	39.00
				Vendor CBA00 - PACIFIC CREDIT SERVICES Total:	**39.00**
Vendor: PAC41 - PACIFIC ECORISK					
19921	105293	07/19/2024	500-641-44305	NPDES ACUTE WET TESTING WPCP	3,047.00
				Vendor PAC41 - PACIFIC ECORISK Total:	**3,047.00**
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
4212217	105340	07/26/2024	100-222-42108	MONTHLY LANDSCAPE SERVICES	125.93
4212217	105340	07/26/2024	100-231-42108	MONTHLY LANDSCAPE SERVICES	337.43
4212217	105340	07/26/2024	100-343-42108	MONTHLY LANDSCAPE SERVICES	180.02
4212217	105340	07/26/2024	100-345-42108	MONTHLY LANDSCAPE SERVICES	5,787.95
4212217	105340	07/26/2024	200-342-42108	MONTHLY LANDSCAPE SERVICES	335.81
4212217	105340	07/26/2024	201-343-42108	MONTHLY LANDSCAPE SERVICES	548.93
4212217	105340	07/26/2024	209-552-42108	MONTHLY LANDSCAPE SERVICES	204.23
4212217	105340	07/26/2024	209-553-42108	MONTHLY LANDSCAPE SERVICES	212.31
4212217	105340	07/26/2024	209-557-42108	MONTHLY LANDSCAPE SERVICES	212.31
4212217	105340	07/26/2024	310-347-42108	MONTHLY LANDSCAPE SERVICES	62.16
4212217	105340	07/26/2024	310-348-42108	MONTHLY LANDSCAPE SERVICES	65.37
4212415	105340	07/26/2024	100-222-42108	MONTHLY LANDSCAPE SERVICES	167.99
4212415	105340	07/26/2024	100-231-42108	MONTHLY LANDSCAPE SERVICES	450.13
4212415	105340	07/26/2024	100-343-42108	MONTHLY LANDSCAPE SERVICES	240.14
4212415	105340	07/26/2024	100-345-42108	MONTHLY LANDSCAPE SERVICES	7,721.19
4212415	105340	07/26/2024	200-342-42108	MONTHLY LANDSCAPE SERVICES	447.98
4212415	105340	07/26/2024	201-343-42108	MONTHLY LANDSCAPE SERVICES	732.28
4212415	105340	07/26/2024	209-552-42108	MONTHLY LANDSCAPE SERVICES	272.45

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4212415	105340	07/26/2024	209-553-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212415	105340	07/26/2024	209-557-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212415	105340	07/26/2024	310-347-42108	MONTHLY LANDSCAPE SERVICES	82.92
4212415	105340	07/26/2024	310-348-42108	MONTHLY LANDSCAPE SERVICES	87.23
56115598	105340	07/26/2024	100-222-42108	MONTHLY LANDSCAPE SERVICES	125.93
56115598	105340	07/26/2024	100-231-42108	MONTHLY LANDSCAPE SERVICES	337.43
56115598	105340	07/26/2024	100-343-42108	MONTHLY LANDSCAPE SERVICES	180.02
56115598	105340	07/26/2024	100-345-42108	MONTHLY LANDSCAPE SERVICES	5,787.95
56115598	105340	07/26/2024	200-342-42108	MONTHLY LANDSCAPE SERVICES	335.81
56115598	105340	07/26/2024	201-343-42108	MONTHLY LANDSCAPE SERVICES	548.93
56115598	105340	07/26/2024	209-552-42108	MONTHLY LANDSCAPE SERVICES	204.23
56115598	105340	07/26/2024	209-553-42108	MONTHLY LANDSCAPE SERVICES	212.31
56115598	105340	07/26/2024	209-557-42108	MONTHLY LANDSCAPE SERVICES	212.31
56115598	105340	07/26/2024	310-347-42108	MONTHLY LANDSCAPE SERVICES	62.16
56115598	105340	07/26/2024	310-348-42108	MONTHLY LANDSCAPE SERVICES	65.37
				Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:	**26,913.65**
Vendor: 2630 - PET FOOD EXPRESS, LLC					
79-2407PN	105341	07/26/2024	100-221-42514	FOOD FOR MILO PD	71.60
				Vendor 2630 - PET FOOD EXPRESS, LLC Total:	**71.60**
Vendor: PGE01 - PG&E					
0081-07182024	105381	08/02/2024	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	109.27
0209-07182024	105381	08/02/2024	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	121.21
0217-07172024	105381	08/02/2024	100-345-43103	TENNENT & PARK ST CLUB HOUSE	22.59
0466-07182024	105381	08/02/2024	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	178.88
0466-07182024	105381	08/02/2024	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	268.31
0498-07112024	105342	07/26/2024	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,602.05
0813-07172024	105381	08/02/2024	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	85.34
0883-07122024	105342	07/26/2024	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	848.20
0883-07122024	105342	07/26/2024	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	169.64
0883-07122024	105342	07/26/2024	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	678.56
0923-07172024	105381	08/02/2024	100-110-43103	2131 PEAR ST	182.81
0923-07172024	105381	08/02/2024	100-111-43103	2131 PEAR ST	240.54
0923-07172024	105381	08/02/2024	100-112-43103	2131 PEAR ST	264.60
0923-07172024	105381	08/02/2024	100-115-43103	2131 PEAR ST	659.08
0923-07172024	105381	08/02/2024	100-116-43103	2131 PEAR ST	192.43
0923-07172024	105381	08/02/2024	100-117-43103	2131 PEAR ST	2,140.82
0923-07172024	105381	08/02/2024	100-343-43103	2131 PEAR ST	3,988.18
0923-07172024	105381	08/02/2024	200-342-43103	2131 PEAR ST	697.57

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0923-07172024	105381	08/02/2024	212-461-43103	2131 PEAR ST	288.65
0923-07172024	105381	08/02/2024	212-462-43103	2131 PEAR ST	726.44
0923-07172024	105381	08/02/2024	285-464-43103	2131 PEAR ST	240.54
1121-07182024	105381	08/02/2024	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	103.68
1156-07122024	105342	07/26/2024	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	21.58
1156-07122024	105342	07/26/2024	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	32.36
1233-07182024	105381	08/02/2024	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	118.15
1462-07122024	105342	07/26/2024	209-552-43103	2500 CHARLES ST SENIOR CENTER	171.67
1798-07252024	105381	08/02/2024	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	193.03
1801-07102024	105342	07/26/2024	209-553-43103	2454 SIMAS AVE REC CTR & POOL	16.14
2506-07172024	105381	08/02/2024	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	7.42
2620-07182024	105381	08/02/2024	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	152.43
2793-07182024	105381	08/02/2024	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	127.62
3029-07122024	105342	07/26/2024	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	152.21
3311-07182024	105381	08/02/2024	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	151.20
3537-07172024	105381	08/02/2024	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	82.58
3834-07072024	105294	07/19/2024	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	44.82
3850-07172024	105381	08/02/2024	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	109.20
3879-07252024	105381	08/02/2024	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	213.84
3914-07172024	105381	08/02/2024	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	277.27
4065-07172024	105381	08/02/2024	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	309.06
4157-07112024	105342	07/26/2024	100-222-43103	809 CITY HALL	12.17
4193-07182024	105381	08/02/2024	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	90.47
4256-07252024	105381	08/02/2024	500-641-43103	11 TENNANT AVE	88,658.00
4368-07172024	105381	08/02/2024	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	183.87
4612-07172024	105381	08/02/2024	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	36.77
5127-07182024	105381	08/02/2024	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	185.72
5137-07162024	105381	08/02/2024	209-557-43103	2450 SIMAS AVE SWIM CTR	56.83
5374-07182024	105381	08/02/2024	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	146.16
5387-07182024	105381	08/02/2024	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	50.88
6043-07112024	105342	07/26/2024	100-231-43103	3790 PINOLE VALLEY RD	24.57
6521-07252024	105381	08/02/2024	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	137.46
6897-07252024	105381	08/02/2024	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	88.70
6969-07172024	105381	08/02/2024	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	131.25
7114-07182024	105381	08/02/2024	200-342-43103	2429 SAN PABLO AVE	113.96
7186-07122024	105342	07/26/2024	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.39

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
7509-07172024	105381	08/02/2024	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	87.51
7547-07252024	105381	08/02/2024	100-222-43103	880 Tennent Ave-Public Safety Facility	7,447.73
7547-07252024	105381	08/02/2024	100-223-43103	880 Tennent Ave-Public Safety Facility	1,489.55
7547-07252024	105381	08/02/2024	100-231-43103	880 Tennent Ave-Public Safety Facility	5,958.18
8086-07182024	105381	08/02/2024	200-342-43103	N/S BORDER CITY OF PINOLE	96.99
8687-07182024	105381	08/02/2024	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	148.11
8716-07122024	105342	07/26/2024	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,496.00
9824-07182024	105381	08/02/2024	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	144.93
9900-07162024	105381	08/02/2024	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	171.81
9929-07242024	105381	08/02/2024	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	113.78
9961-07252024	105381	08/02/2024	209-552-43103	2500 CHARLES ST-SENIOR CENTER	6,863.44
9985-07172024	105381	08/02/2024	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	135.30
				Vendor PGE01 - PG&E Total:	**132,068.50**
Vendor: 1009 - PRECISION IT CONSULTING					
14354	105384	08/02/2024	525-118-42510	PROFESISONAL SERVICES	3,083.66
14382	105384	08/02/2024	525-118-47102	PROFESSIONAL SERVICES AGREMENT	1,165.50
14401	105384	08/02/2024	525-118-42101	PROFESSIONAL SERVICE JULY 2024	29,000.00
14401	105384	08/02/2024	525-118-42105	PROFESSIONAL SERVICE JULY 2024	820.00
14401	105384	08/02/2024	525-118-42105	PROFESSIONAL SERVICE JULY 2024	995.00
14402	105384	08/02/2024	525-118-42510	PROFESSIONAL SERVICES	3,068.06
14432	105384	08/02/2024	525-118-42510	SOFTWARE SERVICES	1,952.51
14477	105384	08/02/2024	525-118-42510	SOFTWARE SERVICES	276.36
14506	105384	08/02/2024	525-118-42510	PROFESSIONAL SERVICES	3,117.14
14507	105384	08/02/2024	525-118-42101	PROFESSIONAL SERVICES AUGUST 2024	150.00
14507	105384	08/02/2024	525-118-42101	PROFESSIONAL SERVICES AUGUST 2024	29,000.00
14507	105384	08/02/2024	525-118-42105	PROFESSIONAL SERVICES AUGUST 2024	820.00
14507	105384	08/02/2024	525-118-42105	PROFESSIONAL SERVICES AUGUST 2024	995.00
				Vendor 1009 - PRECISION IT CONSULTING Total:	**74,443.23**
Vendor: 2772 - PREFERRED ALLIANCE, INC.					
0197252-IN	105385	08/02/2024	100-116-42101	NON-RANDOM DRUG TEST HR	174.00
				Vendor 2772 - PREFERRED ALLIANCE, INC. Total:	**174.00**
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
94780	105343	07/26/2024	100-341-42201	PUBLIC WORKS REGULAR ENVELOPES	486.69
95004	105343	07/26/2024	100-222-42201	BUSINESS CARDS ROGERS TEEL GALINDO-PEREZ PD	303.34
				Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:	**790.03**
Vendor: 2783 - READYFRESH					
04G6708050237	105295	07/19/2024	100-111-42201	WATER FOR CITY HALL 061124-07102024	125.41
14G6708050237	105386	08/02/2024	100-111-42201	WATER FOR CITY HALL	59.93
				Vendor 2783 - READYFRESH Total:	**185.34**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2440 - RINCON CONSULTANTS, INC.					
58078	105387	08/02/2024	212-461-42101	PINOLE CLIMATE ACTION PLAN	1,234.75
				Vendor 2440 - RINCON CONSULTANTS, INC. Total:	**1,234.75**
Vendor: 2646 - ROADSAFE TRAFFIC SYSTEMS, INC.					
209626	105296	07/19/2024	200-342-47205	WATER BASE BLACK CA SPEC PAINT CY	117.98
22010895	105344	07/26/2024	100-343-42511	BARRICADE AND WATER BARRIERS RENTAL	1,657.55
				Vendor 2646 - ROADSAFE TRAFFIC SYSTEMS, INC. Total:	**1,775.53**
Vendor: 2488 - ROBERTSON INDUSTRIES, INC.					
21-33968-002FINAL	105297	07/19/2024	106-20026	RETENTION FOR RESURFACING FERNANDEZ PARK TOT LOT	861.84
21-33968-002FINAL	105297	07/19/2024	327-20026	RETENTION FOR RESURFACING FERNANDEZ PARK TOT LOT	3,447.36
PJI-014275-002FINAL	105297	07/19/2024	106-20026	RETENTION FOR RESURFACING OF PLAYGROUND	1,436.15
PJI-014275-002FINAL	105297	07/19/2024	327-20026	RETENTION FOR RESURFACING OF PLAYGROUND	5,744.58
				Vendor 2488 - ROBERTSON INDUSTRIES, INC. Total:	**11,489.93**
Vendor: ROS08 - RSG, INC.					
12035	105388	08/02/2024	285-464-42101	HOUSING POLICY AND IN-LIE FEE STUDY JUNE2024	4,213.75
12069	105388	08/02/2024	100-466-42101	ECONOMIC DEVELOPMENT STRATEGY JUNE 2024	5,731.20
				Vendor ROS08 - RSG, INC. Total:	**9,944.95**
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2609310.001	105345	07/26/2024	209-557-44306	DRAIN SUPPLIES FOR REPAIRS	290.17
				Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:	**290.17**
Vendor: 1714 - SHERRI D. LEWIS					
PC08PINOLE-FY2023/24	105298	07/19/2024	212-461-42514	PREPARE MINUTES FOR PC MTG. 061024	975.00
				Vendor 1714 - SHERRI D. LEWIS Total:	**975.00**
Vendor: 2632 - SHIPLEY POOL SERVICE					
967236819	105346	07/26/2024	209-557-42108	POOL MAINTENANCE	3,316.66
967237072	105389	08/02/2024	209-557-42108	POOL MAINTENANCE JULY 2024	4,166.15
				Vendor 2632 - SHIPLEY POOL SERVICE Total:	**7,482.81**
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
9931	105390	08/02/2024	212-462-42101	PLAN REVIEW SERVICES JUNE 2024	3,328.84
				Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:	**3,328.84**
Vendor: 2873 - SPIRAC (USA) INC.					
US240052	105347	07/26/2024	500-641-44306	SPX LINER WPCP	1,080.98
				Vendor 2873 - SPIRAC (USA) INC. Total:	**1,080.98**
Vendor: STA42 - STAPLES BUSINESS CREDIT					
JUNE 2024	105348	07/26/2024	100-111-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	159.80
JUNE 2024	105348	07/26/2024	100-111-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	98.53
JUNE 2024	105348	07/26/2024	100-112-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	47.85
JUNE 2024	105348	07/26/2024	100-221-42514	OFFICE SUPPLIES PURCHASES CITYWIDE	872.11
JUNE 2024	105348	07/26/2024	100-222-42514	OFFICE SUPPLIES PURCHASES CITYWIDE	175.31
JUNE 2024	105348	07/26/2024	100-222-42514	OFFICE SUPPLIES PURCHASES CITYWIDE	118.53
JUNE 2024	105348	07/26/2024	100-341-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	122.80

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JUNE 2024	105348	07/26/2024	100-465-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	167.85
JUNE 2024	105348	07/26/2024	100-465-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	77.88
JUNE 2024	105348	07/26/2024	100-465-42201	OFFICE SUPPLIES PURCHASES CITYWIDE	55.14
JUNE 2024	105348	07/26/2024	209-553-42514	OFFICE SUPPLIES PURCHASES CITYWIDE	226.68
				Vendor STA42 - STAPLES BUSINESS CREDIT Total:	**2,122.48**
Vendor: STO17 - STOP STICK, LTD.					
0033671-IN	105391	08/02/2024	100-221-42514	PIRANHA S6001K PD	369.42
0033672-IN	105391	08/02/2024	100-221-42514	STOP STICK RED AND SLEEVE BLACK 9' PD	372.10
				Vendor STO17 - STOP STICK, LTD. Total:	**741.52**
Vendor: 2296 - SWENSONS MOBILE FLEET REPAIR					
INV-1126	105392	08/02/2024	500-641-42107	CHECK ENGINE EXHAUST SENSORS WPCP	2,574.58
				Vendor 2296 - SWENSONS MOBILE FLEET REPAIR Total:	**2,574.58**
Vendor: 2867 - TERRACON CONSULTANTS, INC.					
TM25639	105299	07/19/2024	500-642-47201	MATERIALS TESTING SANITARY SEWER REHAB PHASE 1	1,352.50
				Vendor 2867 - TERRACON CONSULTANTS, INC. Total:	**1,352.50**
Vendor: SIE04 - THATCHER COMPANY, INC					
2024250103688	105349	07/26/2024	500-641-44303	SODIUM BISULFITE WPCP	8,630.89
				Vendor SIE04 - THATCHER COMPANY, INC Total:	**8,630.89**
Vendor: LEW08 - THE LEW EDWARDS GROUP					
004-06302024	105300	07/19/2024	100-111-42101	PROFESSIONAL SERVICES JUNE 2024	6,500.00
				Vendor LEW08 - THE LEW EDWARDS GROUP Total:	**6,500.00**
Vendor: TMO00 - T-MOBILE USA, INC					
9573249676	105301	07/19/2024	100-222-42514	TOWER DUMP 05/29/24-06/06/24 PD	150.00
				Vendor TMO00 - T-MOBILE USA, INC Total:	**150.00**
Vendor: 2633 - TRB AND ASSOCIATES, INC.					
5568R	105393	08/02/2024	212-462-42101	PLAN REVIEW AND INSPECTION SERVICES JUNE 2024	881.66
5568R	105393	08/02/2024	226-462-42101	PLAN REVIEW AND INSPECTION SERVICES JUNE 2024	1,040.00
				Vendor 2633 - TRB AND ASSOCIATES, INC. Total:	**1,921.66**
Vendor: 2668 - UBEO BUSINESS SERVICES					
4573376	105350	07/26/2024	525-118-42107	CONTRACT USAGE CHARGES 061524-071424	1,444.05
				Vendor 2668 - UBEO BUSINESS SERVICES Total:	**1,444.05**
Vendor: UND01 - UNDERGROUND SERVICE ALERT					
1242652024	105394	08/02/2024	500-642-42514	2023 BILLABLE TICKETS FEE USA	4,686.90
124265USB24	105394	08/02/2024	500-642-42101	CA STATE FEE 07012024-06302025	1,423.59
				Vendor UND01 - UNDERGROUND SERVICE ALERT Total:	**6,110.49**
Vendor: UNI38 - UNIVAR USA INC					
52257055	105395	08/02/2024	500-641-44303	SOD HYPO LIQUICHLOR WPCP	17,181.98
				Vendor UNI38 - UNIVAR USA INC Total:	**17,181.98**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
14946	105302	07/19/2024	209-554-42108	JANITORIAL SUPPLIES PYC	88.02
14958	105302	07/19/2024	100-343-42108	JANITORIAL SUPPLIES PD	222.35
14959	105302	07/19/2024	100-343-42108	JANITORIAL SUPPLIES CH	267.39
15180	105351	07/26/2024	100-343-42108	JANIORIAL SUPPLIES CY	942.29

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
15252	105351	07/26/2024	100-343-42108	JANITORIAL SUPPLIES SWIM CENTER	70.15
526897	105351	07/26/2024	100-343-42108	JANITORIAL SERVICES JUNE 2024 CH	1,354.00
526898	105351	07/26/2024	100-343-42108	JANITORIAL SERVICES JUNE 2024 SAFETY BLDG.	2,768.00
526899	105351	07/26/2024	100-343-42108	JANITORIAL SERVICES JUNE 2024 SWIM CENTER	1,141.75
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**6,853.95**
Vendor: USB06 - US BANK					
JULY 2024	105396	08/02/2024	100-20018	CITYWIDE CREDIT CARD	20,372.26
				Vendor USB06 - US BANK Total:	**20,372.26**
Vendor: 2064 - VELODYNE					
0000027123	105303	07/19/2024	500-641-44306	ORING VITON SUPPLIES WPCP	130.44
				Vendor 2064 - VELODYNE Total:	**130.44**
Vendor: VER02 - VERIZON WIRELESS					
9969120439	105397	08/02/2024	525-118-43101	CITYWIDE CELL PHONES	4,736.41
				Vendor VER02 - VERIZON WIRELESS Total:	**4,736.41**
Vendor: 2828 - VESTIS					
860105970-06302024	105304	07/19/2024	100-342-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	580.85
860105970-06302024	105304	07/19/2024	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	2,957.06
860105970-06302024	105304	07/19/2024	500-642-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	1,742.55
939388000-06302024	105304	07/19/2024	209-552-43804	LAUNDRY SERVICES WPCP AND PSC	180.51
939388000-06302024	105304	07/19/2024	209-552-43804	LAUNDRY SERVICES WPCP AND PSC	180.51
939388000-06302024	105304	07/19/2024	209-552-43804	LAUNDRY SERVICES WPCP AND PSC	180.51
939388000-06302024	105304	07/19/2024	209-552-43804	LAUNDRY SERVICES WPCP AND PSC	210.90
939388000-06302024	105304	07/19/2024	500-641-44410	LAUNDRY SERVICES WPCP AND PSC	486.28
939388000-06302024	105304	07/19/2024	500-641-44410	LAUNDRY SERVICES WPCP AND PSC	486.28
939388000-06302024	105304	07/19/2024	500-641-44410	LAUNDRY SERVICES WPCP AND PSC	476.91
939388000-06302024	105304	07/19/2024	500-641-44410	LAUNDRY SERVICES WPCP AND PSC	476.91
				Vendor 2828 - VESTIS Total:	**7,959.27**
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2059260	105398	08/02/2024	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	32,699.69
				Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:	**32,699.69**
Vendor: WES54 - WESTERN SCIENTIFIC					
00040563	105352	07/26/2024	500-641-44305	CALIBRATION SAFETY CHECK SERVICE CALL WPCP	413.00
				Vendor WES54 - WESTERN SCIENTIFIC Total:	**413.00**
Vendor: WIL52 - WILLDAN FINANCIAL SERVICES					
010-58973	105354	07/26/2024	500-641-42101	SEWER RATE STUDY	1,074.00
				Vendor WIL52 - WILLDAN FINANCIAL SERVICES Total:	**1,074.00**
Vendor: WIL26 - WILLDAN					
00628234	105353	07/26/2024	106-341-42101	SPEED STUDY PW	5,416.50
010-59070	105353	07/26/2024	500-642-42101	SEWER ASSESMENT SERVICES FY24-25	5,102.11
				Vendor WIL26 - WILLDAN Total:	**10,518.61**
				Grand Total:	**3,399,653.34**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	2,189,642.45
105 - Measure S -2006	149,762.46
106 - MEASURE S-2014	133,057.93
200 - Gas Tax Fund	5,274.66
201 - Restricted Real Estate Maintenance Fund	2,347.24
205 - Traffic Safety Fund	1,087.49
209 - Recreation Fund	152,135.55
212 - Building & Planning	183,598.66
215 - Measure C and J Fund	7.42
226 - CASp Certification and Training Fund	1,121.60
285 - Housing Land Held for Resale	5,021.79
310 - Lighting & Landscape Districts	570.14
325 - City Street Improvements	10,399.62
327 - Park Grants (Measure WW)	9,191.94
500 - Sewer Enterprise Fund	395,884.89
505 - Cable Access TV	33,823.50
525 - Information Systems	125,831.36
750 - Recognized Obligation Retirement Fund	182.50
998 - Payroll Clearing	712.14
Grand Total:	**3,399,653.34**

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	39.00
100-10601	Gas Tanks/Corp Yard	5,192.31
100-110-41002	Emp Benefits/Dental	695.77
100-110-41009	Emp Benefits/Workers C...	1,993.24
100-110-42401	Dues & Pub/Membershi...	4,794.23
100-110-43103	Utilities/Electricity & Po...	182.81
100-110-46201	Insurance/General Liabili...	2,418.15
100-111-41002	Emp Benefits/Dental	482.96
100-111-41009	Emp Benefits/Workers C...	31,384.61
100-111-42101	Prof Svcs/Professional Se..	6,500.00
100-111-42201	Office Expense	492.69
100-111-43103	Utilities/Electricity & Po...	240.54
100-111-46201	Insurance/General Liabili...	38,075.14
100-112-41002	Emp Benefits/Dental	781.02
100-112-41009	Emp Benefits/Workers C...	23,388.68
100-112-42201	Office Expense	47.85
100-112-43103	Utilities/Electricity & Po...	264.60
100-112-46201	Insurance/General Liabili...	28,374.65
100-113-41002	Emp Benefits/Dental	222.62
100-113-41009	Emp Benefits/Workers C...	177.18
100-113-46201	Insurance/General Liabili...	214.95
100-115-41002	Emp Benefits/Dental	743.30
100-115-41009	Emp Benefits/Workers C...	28,487.47
100-115-42101	Prof Svcs/Professional Se..	4,104.62
100-115-43103	Utilities/Electricity & Po...	659.08
100-115-46201	Insurance/General Liabili...	34,560.40
100-116-41002	Emp Benefits/Dental	627.08
100-116-41009	Emp Benefits/Workers C...	26,171.65
100-116-42101	Prof Svcs/Professional Se..	2,257.33
100-116-42510	Admin Exp/Software Pur...	14,500.00
100-116-43103	Utilities/Electricity & Po...	192.43
100-116-46201	Insurance/General Liabili...	31,750.89
100-117-41004	Emp Benefits/PERS Retir...	307,188.66
100-117-43103	Utilities/Electricity & Po...	2,140.82

Account Summary

Account Number	Account Name	Payment Amount
100-117-48103	Cost of Issuance	2,500.00
100-20018	Accounts Payable/CalCa...	20,372.26
100-221-41002	Emp Benefits/Dental	4,295.32
100-221-41008	Emp Benefits/Long Term...	564.30
100-221-41009	Emp Benefits/Workers C...	256,642.97
100-221-42101	Prof Svcs/Professional Se..	43,056.00
100-221-42106	Prof Svcs/Software Main...	5,990.48
100-221-42107	Prof Svcs/Equipment Ma...	446.51
100-221-42303	Travel & Training/Meal A..	69.65
100-221-42304	Travel & Training/Officer...	180.00
100-221-42514	Admin Exp/Special Depa...	2,016.73
100-221-46201	Insurance/General Liabili...	311,353.80
100-222-41002	Emp Benefits/Dental	1,007.27
100-222-41009	Emp Benefits/Workers C...	28,328.13
100-222-42101	Prof Svcs/Professional Se..	19,793.10
100-222-42106	Prof Svcs/Software Main...	7,323.00
100-222-42108	Prof Svcs/Building-Struc...	419.85
100-222-42201	Office Expense	303.34
100-222-42514	Admin Exp/Special Depa...	678.68
100-222-43103	Utilities/Electricity & Po...	8,308.10
100-222-43105	Utilities/Cable	248.44
100-222-46201	Insurance/General Liabili...	34,367.09
100-223-41002	Emp Benefits/Dental	2,449.91
100-223-41008	Emp Benefits/Long Term...	287.70
100-223-41009	Emp Benefits/Workers C...	86,809.31
100-223-42105	Prof Svcs/Network Main...	9,347.69
100-223-43103	Utilities/Electricity & Po...	1,659.19
100-223-46201	Insurance/General Liabili...	105,315.21
100-231-41004	Emp Benefits/PERS Retir...	299.33
100-231-42101	Prof Svcs/Professional Se..	318,498.43
100-231-42108	Prof Svcs/Building-Struc...	1,124.99
100-231-43103	Utilities/Electricity & Po...	8,308.18
100-341-41002	Emp Benefits/Dental	1,566.16
100-341-41009	Emp Benefits/Workers C...	47,421.81
100-341-42201	Office Expense	609.49
100-341-46201	Insurance/General Liabili...	57,531.14
100-342-41009	Emp Benefits/Workers C...	6,681.04
100-342-42101	Prof Svcs/Professional Se..	3,975.02
100-342-44410	Safety Clothing	580.85
100-342-46201	Insurance/General Liabili...	8,105.29
100-343-41002	Emp Benefits/Dental	926.38
100-343-41009	Emp Benefits/Workers C...	44,325.89
100-343-42107	Prof Svcs/Equipment Ma...	36.84
100-343-42108	Prof Svcs/Building-Struc...	14,271.62
100-343-42511	Admin Exp/Equipment R...	5,316.05
100-343-43102	Utilities/Water	255.23
100-343-43103	Utilities/Electricity & Po...	4,388.21
100-343-44306	Other Materials Supp/M...	317.77
100-343-44410	Safety Clothing	2,957.06
100-343-46201	Insurance/General Liabili...	53,775.22
100-343-47105	FF&E/Equipment (not-c...	1,266.80
100-345-42108	Prof Svcs/Building-Struc...	20,479.59
100-345-43102	Utilities/Water	6,822.17
100-345-43103	Utilities/Electricity & Po...	612.15
100-345-44306	Other Materials Supp/M...	1,218.90
100-465-41002	Emp Benefits/Dental	260.34
100-465-41009	Emp Benefits/Workers C...	5,791.43
100-465-42101	Prof Svcs/Professional Se..	5,380.20

Account Summary

Account Number	Account Name	Payment Amount
100-465-42201	Office Expense	300.87
100-465-46201	Insurance/General Liabili...	7,026.04
100-466-42101	Prof Svcs/Professional Se..	5,731.20
105-221-41002	Emp Benefits/Dental	838.78
105-221-41008	Emp Benefits/Long Term...	59.40
105-221-41009	Emp Benefits/Workers C...	38,054.48
105-221-46201	Insurance/General Liabili...	46,166.89
105-231-42101	Prof Svcs/Professional Se..	64,642.91
106-20026	Accounts Payable/Retent..	2,297.99
106-222-41002	Emp Benefits/Dental	259.86
106-222-41009	Emp Benefits/Workers C...	5,609.53
106-222-46201	Insurance/General Liabili...	6,805.37
106-231-42101	Prof Srvs/Professional Se...	78,494.99
106-341-42101	Prof Svcs/Professional Se..	5,655.50
106-343-47201	Improvements/Building	1,235.00
106-344-42101	Prof Svcs/Professional Se..	32,699.69
200-342-42108	Prof Svcs/Building-Struc...	1,119.60
200-342-43103	Utilities/Electricity & Po...	3,338.38
200-342-47205	Improvements/Streets	816.68
201-343-42108	Prof Svcs/Building-Struc...	1,830.14
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Po...	417.10
205-227-41009	Emp Benefits/Workers C...	491.37
205-227-46201	Insurance/General Liabili...	596.12
209-551-41002	Emp Benefits/Dental	754.04
209-551-41009	Emp Benefits/Workers C...	23,448.51
209-551-42515	Admin Exp/Special Events	258.35
209-551-46201	Insurance/General Liabili...	28,447.23
209-552-41002	Emp Benefits/Dental	316.67
209-552-41009	Emp Benefits/Workers C...	13,058.28
209-552-42108	Prof Svcs/Building-Struc...	3,088.39
209-552-43103	Utilities/Electricity & Po...	7,035.11
209-552-43804	Program Cost/Food Prog...	3,630.60
209-552-43808	Program Cost/Gift Shop ...	10.45
209-552-43809	Program Cost/Newsletter	300.00
209-552-43810	Program Cost/Center Ma..	140.00
209-552-46201	Insurance/General Liabili...	15,842.02
209-553-41009	Emp Benefits/Workers C...	6,707.79
209-553-42108	Prof Svcs/Building-Struc...	818.57
209-553-42514	Admin Exp/Special Depa...	226.68
209-553-43103	Utilities/Electricity & Po...	16.14
209-553-44306	Other Materials Supp/M...	6.35
209-553-46201	Insurance/General Liabili...	8,137.75
209-554-41002	Emp Benefits/Dental	234.78
209-554-41009	Emp Benefits/Workers C...	11,876.86
209-554-42108	Prof Svcs/Building-Struc...	88.02
209-554-43103	Utilities/Electricity & Po...	200.46
209-554-46201	Insurance/General Liabili...	14,408.76
209-557-42108	Prof Svcs/Building-Struc...	12,433.42
209-557-42514	Admin Exp/Special Depa...	280.00
209-557-43103	Utilities/Electricity & Po...	56.83
209-557-44306	Other Materials Supp/M...	313.49
212-20346	Developer Deposit/830-...	14,756.50
212-461-41002	Emp Benefits/Dental	520.68
212-461-41009	Emp Benefits/Workers C...	24,555.68
212-461-42101	Prof Svcs/Professional Se..	42,797.25
212-461-42514	Admin Exp/Special Depa...	975.00
212-461-43103	Utilities/Electricity & Po...	288.65

Account Summary

Account Number	Account Name	Payment Amount
212-461-46201	Insurance/General Liabili...	29,790.44
212-462-41002	Emp Benefits/Dental	854.35
212-462-41009	Emp Benefits/Workers C...	28,427.00
212-462-42101	Prof Svcs/Professional Se..	5,244.64
212-462-42106	Prof Svcs/ Software Mai...	175.00
212-462-43103	Utilities/Electricity & Po...	726.44
212-462-46201	Insurance/General Liabili...	34,487.03
215-341-43103	Utilities/Electricity & Po...	7.42
226-000-34223	Fees/CASp Fee $4	81.60
226-462-42101	Prof Svcs/Professional Se..	1,040.00
285-464-42101	Prof Svcs/Professional Se..	4,781.25
285-464-43103	Utilities/Electricity & Po...	240.54
310-347-42108	Prof Svcs/Building-Struc...	207.24
310-347-43103	Utilities/Electricity & Po...	144.93
310-348-42108	Prof Svcs/Building-Struc...	217.97
325-342-47205	Improvements/Streets	10,399.62
327-20026	Accounts Payable/Retent..	9,191.94
500-641-41002	Emp Benefits/Dental	2,097.11
500-641-41009	Emp Benefits/Workers C...	86,630.07
500-641-42101	Prof Svcs/Professional Se..	1,074.00
500-641-42107	Prof Svcs/Equipment Ma...	7,467.00
500-641-42108	Prof Svcs/Building-Struc...	238.78
500-641-42201	Office Expense	342.88
500-641-43103	Utilities/Electricity & Po...	92,154.00
500-641-44302	Other Materials Supp/Sl...	11,398.22
500-641-44303	Other Materials Supp/C...	25,812.87
500-641-44305	Other Materials Supp/La...	3,460.00
500-641-44306	Other Materials Supp/M...	2,620.33
500-641-44410	Safety Clothing	1,926.38
500-641-46201	Insurance/General Liabili...	105,097.76
500-642-41002	Emp Benefits/Dental	579.55
500-642-41009	Emp Benefits/Workers C...	18,247.37
500-642-42101	Prof Svcs/Professional Se..	6,525.70
500-642-42514	Admin Exp/Special Depa...	4,752.09
500-642-43103	Utilities/Electricity & Po...	185.72
500-642-44410	Safety Clothing	1,785.24
500-642-46201	Insurance/General Liabili...	22,137.32
500-642-47201	Improvements/Building	1,352.50
505-119-41002	Emp Benefits/Dental	520.68
505-119-41009	Emp Benefits/Workers C...	14,911.64
505-119-43103	Utilities/Electricity & Po...	300.67
505-119-46201	Insurance/General Liabili...	18,090.51
525-118-42101	Prof Svcs/Professional Se..	66,145.00
525-118-42105	Prof Svcs/Network Main...	3,630.00
525-118-42106	Prof Svcs/Software Main...	24,366.75
525-118-42107	Prof Svcs/Equipment Ma...	1,444.05
525-118-42510	Admin Exp/Software Pur...	11,497.73
525-118-43101	Utilities/Telephone	16,518.74
525-118-43106	Utilities/Internet	1,063.59
525-118-47102	FF&E/Computer Equipm...	1,165.50
750-463-42101	Prof Svcs/Professional Se..	182.50
998-20105	Sal & Ben Payable/Denta...	712.14
	Grand Total:	**3,399,653.34**

Project Account Summary

Project Account Key	Payment Amount
None	3,389,330.82
10034242101IN2106	3,975.02

Project Account Summary

Project Account Key		Payment Amount
10634347201FA1901		1,235.00
32534247205RO1710		3,760.00
50064247201SS2201		1,352.50
	Grand Total:	**3,399,653.34**

Approved by: _______________

Date: 7/31/2024

CITY COUNCIL
REPORT

9.C.

DATE: AUGUST 6, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: OVERVIEW OF CURRENT NOTIFICATION PROCESS FOR MINISTERIAL AND DISCRETIONARY PROJECTS

RECOMMENDATION

Receive information from staff on the current notification process for ministerial and discretionary projects

BACKGROUND

On April 4, 2023 Councilmember Martinez-Rubin requested a future agenda item "to direct staff to prepare a report for the City Council to consider a process for private projects to notify residents of projects that currently only received ministerial approval." This staff report provides information on the City's current notification procedures for both ministerial and discretionary permits for the Council's information and consideration. Should the Council wish to discuss potential changes to the process further, they may direct staff to proceed accordingly.

The Community Development Department's Planning and Building Divisions are responsible for approving and issuing permits for a wide range of construction projects. These projects can vary from minor scopes of work, such as replacing a water heater in a single-family home, to major developments, like constructing new apartment buildings. Depending on the project, Planning approval may be required before a Building permit is issued. If Planning approval is necessary, various levels of public engagement, input, and notification may be required. These requirements can be set by the local jurisdiction or, in some cases, are mandated by state law.

If a project is determined to be "ministerial," approval is granted based on adherence to a checklist of standards, leaving little room for personal judgment. If the project meets all criteria, a permit is issued. These approvals are typically not appealable and typically do not involve public notices or hearings. Conversely, if a project is "discretionary," the decision-maker can apply judgment or deliberation. These permits may involve public notices or hearings, and their decisions can be appealed.

REVIEW AND ANALYSIS

Ministerial/Non-Discretionary Projects

State law prescribes that certain eligible projects undergo "ministerial review" or "non-discretionary review" instead of "discretionary review." Ministerial or non-discretionary review is a process for development approval that involves no personal judgment by the public official regarding the merits of the project. The public official's role is solely to ensure that the proposed development meets all applicable standards without using special discretion or judgment in making the decision.

A ministerial review is typically a "staff-level review," where a staff member at the local agency reviews the application. This review often involves using a checklist to compare the application materials (e.g., site plan, project description) with objective development standards, objective subdivision standards, and objective design standards. With a ministerial review, the staff member's decision is usually not appealable to a higher decision-making body and is final.

In some cases, the local jurisdiction is able to set the standard of review for various scopes of work, depending on the level of community engagement desired. In some cases, the State of California does not allow local jurisdictions to review certain projects in a discretionary manner. For example, with the approval of new housing laws by the State Legislature, several project types have transitioned from discretionary to non-discretionary. As a result, projects that were previously approved by the Planning Commission are now being approved by staff.

There are three distinct types of ministerial projects, which do not include any formal notice to the public prior to making a decision:

- Direct Building Permit Applications: These projects go straight to a Building Permit application and are not reviewed by the Planning Division.
- Combined Review with Building Permit: These projects do not require a separate Planning permit but are reviewed by the Planning Division as part of the Building Permit application.
- Separate Administrative Planning Review: These projects require a separate administrative review by the Planning Division before proceeding.

Direct Building Permit Applications

The majority of the over 700 permits issued by the Building Division annually are not reviewed by the Planning Division. These types of permit applications are reviewed by the Building Division, and if they meet the California Building Code requirements, a permit is issued.Table 2 below lists examples of these types of projects along with the number of permits issued for each type in Fiscal Year 23/24.

Table 1: Examples of Types of Direct Building Permit Applications and Number of Associated Permits Issued in FY23/24

Type of Building Permit	**Number of Permits Issued in FY23/24**
Water heaters	55
Solar panels	73
Reroofs (in general)	148

Window replacements (in general)	45
HVAC Systems	34
Electrical Permits	70
Plumbing Permits	17

Combined Review with Building Permit

For certain types of Building Permit applications, Planning Division review of the project is required before a Building Permit can be issued. This is called a Planning Plan Check Review. The purpose of this review is to verify that the project meets checklist standards in the Zoning Ordinance. Table 2 below lists various types of projects along with the number of permits issued for each type in Fiscal Year 23/24.

Table 2: Types of Building Permits with Planning Review and Number of Associated Permits Issued in FY23/24

Type of Building Permit	Number of Permits Issued in FY23/24
Accessory Dwelling Units/ Junior Accessory Dwelling Units	10
Accessory Structures (such as garages/carports, storage buildings, home offices)	4
Decks/patios	5
Exterior repairs and/or replacement in Old Town Pinole	23

Separate Administrative Planning Permit

Finally, the City requires a separate Administrative Planning Permit (without notice to the public) for the types of permits in Table 3, prior to any Building Permit being approved (if required). Table 3 below also provides the number of approvals granted by the Planning Division in Fiscal Year 23/24 for that particular permit type.

Table 3: Types of Administrative Planning Permits and Number of Associated Approval Granted in FY23/24

Type of Administrative Planning	Number of Approvals Granted

Permit	in FY23/24
SB 9 Unit/Lot Split	1
Lot Mergers	1
Tree Removal (due to health of tree)	10
Sign Permits	13
Temporary Use Permits	7

Discretionary Projects

Discretionary review involves a process where the public official or decision-making body exercises personal judgment and deliberation in deciding whether to approve a project. This process often considers broader criteria, including the project's potential impacts on the community, environment, and compliance with local policies and regulations. Key aspects of discretionary review include:

- Public Notices: Projects undergoing discretionary review typically require public notices. These notices inform the community about the proposed development and provide an opportunity for public input and comments.
- Public Hearings: Many discretionary projects are subject to public hearings, where stakeholders, including residents and community groups, can express their support or concerns about the project.
- Appeals Process: Decisions made under discretionary review can be appealed. This means that if a party disagrees with the decision, they can request a higher authority within the local government to review and potentially overturn the decision.

There are two distinct types of discretionary projects that require formal public notice before a decision is made:

- Administrative Planning Review Projects: These projects require discretionary review by City staff. Once it is determined that the project complies with the City's codes and is approvable, a public notice is issued. If no request for a public hearing is received during the notice period, approval is granted. If a public hearing is requested, a hearing with the Planning Commission will be scheduled.
- Public Hearing Projects: These projects require discretionary review by a decision maker (Zoning Administrator, Planning Commission, or City Council) at a noticed public hearing. Once the project is deemed "complete," meaning the applicant has submitted all necessary information, a public notice is issued, and a public hearing is held.

Administrative Planning Review Projects:

The City requires a separate Administrative Planning Permit (with notice to the public) for the following types of permits in Table 4, prior to any Building Permit being approved. Table 4 below also provides the number of approvals granted by the Planning Division in Fiscal Year 23/24 for that particular permit type.

Table 4: Types of Administrative Planning Permits with Notice Required and Number of Associated Approval Granted in FY23/24	
Type of Administrative Planning Permit	**Number of Approvals Granted in FY23/24**
Administrative Design Review (single-family additions and multi-family/commercial additional less than 500 sf)	3

Public Hearing Projects:

The City requires Public Hearing review (with notice to the public) for the following types of permits in Table 5 below, prior to any Building Permit being approved. Table 5 below also provides the number of approvals granted by the Planning Division in Fiscal Year 23/24 for that particular permit type.

Table 5: Types of Public Hearing Planning Permits and Number of Associated Approval Granted in FY23/24	
Type of Discretionary Planning Permit	**Number of Approvals Granted in FY23/24**
Comprehensive Design Review (new buildings except for ADUs/JADUs/SB9 units and accessory structures)	1
Administrative Use Permits	0
Conditional Use Permits	1
Subdivisions, except SB 9 lot split	1
Variances	0
Sign program	0

Summary of Ministerial vs Discretionary Review

Table 6 compares discretionary to ministerial review. Table 7 provides examples of projects that qualify as ministerial and those that are discretionary. Attachment A provides a visual of noticing requirements for ministerial and discretionary projects.

Table 6: Discretionary vs Ministerial Review

Discretionary Review	Ministerial Review
Project is reviewed based on the City's existing codes and policy documents	Project is reviewed by City Staff using a checklist of standards
Qualitative judgement applied by decision maker	Personal or subjective judgment removed
Decision-maker determines the project's compliance with design guidelines	Staff uses consistency with objective design standards as the primary tool for project review

Table 7: Examples of Discretionary vs. Ministerial Projects

Discretionary Projects (examples)	Ministerial Projects (examples)
Rezoning	Accessory Dwelling Units
General Plan Amendments	HVAC Building Permits
Zoning Ordinance Amendments	Electrical Permits
Variances	Mechanical Permits
Subdivision Maps	SB-9 Projects
Conditional Use Permits	Building Permits
Administrative and Comprehensive Design Review	Solar Permits

Current Notification Procedures

Procedures for projects subject to notice and public hearing are found in Pinole Municipal Code (PMC) Section 17.10.050. Pursuant to California Government Code Section 65090 to 65094, public notice must be given at least 10 days before the scheduled date of a hearing. The notice is required to state the date, time, and place of hearing, identify the hearing body, and provide a general explanation of the matter to be considered. Notice of a public hearing is required to be given in the following manner per PMC Section 17.10.050:

1. Published in at least one newspaper of general circulation in the city.
2. Mailed to the owners of property within a radius of three hundred feet of the exterior

boundaries of the property involved in the application, except as follows:

- If the number of owners exceeds one thousand (1,000), the city may, in lieu of mailed notice, provide notice by placing notice of at least one eighth (1/8) page in one (1) newspaper of general circulation within the city.
- If the project is a wireless communication facility that is not exempt per local/state/federal regulations, PMC Section 17.76.030 establishes a notice for a public hearing shall be given to property owners within five hundred (500) feet of the property.
- If the project is a small cell wireless communication facility, PMC Section 17.77.070 establishes a neighborhood outreach notice and a notice for a public hearing shall be given to property owners within five hundred (500) feet of the property.

3. Mailed to the owner of the subject real property or the owner's authorized agent and to each local agency expected to provide water, sewerage, streets, roads, schools, or other essential facilities or services to the proposed project.
4. Posted at City Hall.
5. Mailed to any person who has filed a written request for notice.

Procedures for projects not requiring a public hearing but requiring notice are found in PMC 17.12.080. Administrative Design Review is a discretionary review process where a decision may be made at the staff level if notices are mailed and no hearing requests are received. The mailed notices advise recipients that plans for the project are available for public review at City Hall and that the application will be decided unless a written request for hearing is received by the City Community Development Department on or before a date specified in the notice, which shall be at least ten (10) working days after the date of mailing. The mailing radius follows the standard 300-foot radius.

In addition to the notice required by the Municipal Code, the code allows the City to give notice of the hearing in any other manner it deems necessary or desirable. Applications for large development projects (ranging from 33–223 units) were submitted to the Community Development Department in 2020-2021. For these projects, staff determined that additional public notification was desired due to the projects' scope and size. Enhancement included:

1. Requiring a virtual community meeting hosted by the applicant.
2. Enhanced written notification increasing the radius of notification from 300 feet to 500 or 1,000 feet. As an example, Figure 1 shows the standard 300-foot radius notification compared to the enhanced 500-foot notification for the SAHA project at 811 San Pablo Avenue.
3. Large 4’x8’ signs posted by the application in key locations at the property letting the public know about the application and upcoming hearing opportunities.
4. Individual development project webpages with project information, plans, studies and hearing information, developed and maintained by City staff.
5. Use social media to notify public of upcoming development and link to project specific pages.

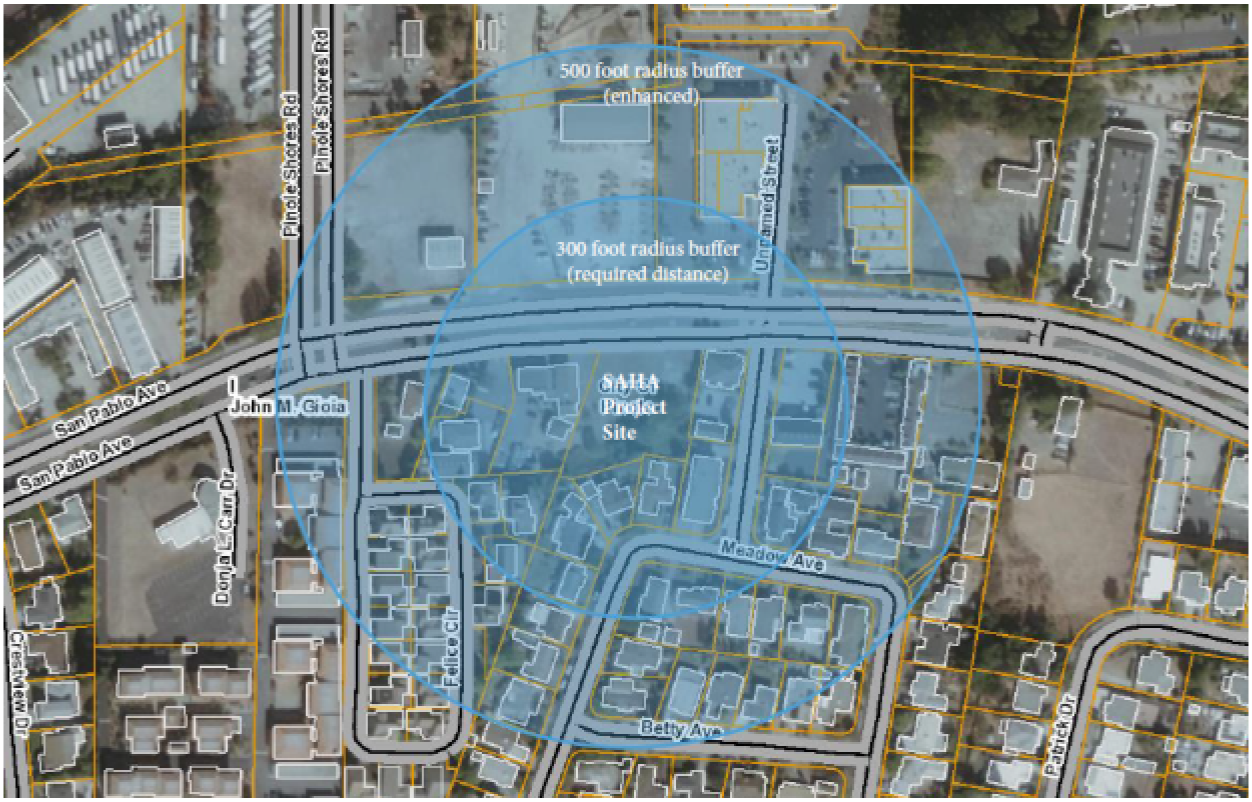

Figure 1: Notification radius map of 811 San Pablo where the inner circle is 300-foot notification and the outer circle is a 500-foot notification.

Options to Enhance Resident Knowledge of Permitting Projects

As noted above, certain permit types are approved at the staff level as ministerial permits. Since these decisions are final and non-appealable, staff does not recommend introducing new noticing requirements that could give the public a false impression about their ability to influence project decisions. However, it remains extremely valuable for the public to access information about activities in their neighborhood. The City's new online permitting system, eTRAKiT, enables residents to look up any property in Pinole and view the status of all Building and Planning applications. This system provides a self-help tool that allows the community to access information about ministerial projects in their area. Additionally, staff requires all building permit holders to prominently post a copy of the building permit at the job site, which indicates that the work has been approved.

FISCAL IMPACT

There is no fiscal impact to receiving this report. If the Council desires additional noticing requirements, staff will return with a fiscal analysis of those changes to the current process.

ATTACHMENTS

A. Noticing Requirement Examples

Noticing Requirements – Pinole Planning Division
July 2024
Note: this list is for illustration purposes only and is not exhaustive

Ministerial/ No Notices

Building Permit - Not Reviewed by Planning
- Water heaters
- Solar panels
- Reroofs, in general
- Window replacements, in general

Building Permit – Planning review
- ADUs/JADUs
- Accessory Structures
- Decks/patios
- Exterior repairs/ replacement in Old Town

Administrative Planning Review
- SB 9 unit
- SB 9 lot split
- Lot merger
- Tree removal
- Sign permits
- Temp Use Permit

Discretionary/ Notices

Administrative Planning Review with Notice
- Administrative Design Review
  - Single family additions
  - Multifamily and nonresidential additions less than 500sf

Public Hearing Projects
- Comprehensive Design Review
  - New buildings, except ADU/ JADU/ SB 9 units and accessory structures
  - Multifamily and nonresidential additions of 500sf or more
- Admin Use Permits
- Conditional Use Permits
- Subdivisions, except SB 9 lot split
- Variances
- Sign program

Building Application | Planning Application

CITY COUNCIL REPORT

9.D.

DATE: AUGUST 6, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR

SUBJECT: AWARD A CONTRACT FOR ARCHITECTURAL SERVICES FOR FA1702-CITYWIDE ROOF REPAIRS AND REPLACEMENT AND FA1703-CITY HALL MODERNIZATION PROJECTS TO INTERACTIVE RESOURCES, INC. IN AND AMOUNT NOT TO EXCEED $270,555

RECOMMENDATION

Staff recommends City Council adopt a resolution (Attachment A) to award a Consulting Services Agreement (Attachment B, the "Agreement") to Interactive Resources, Inc., for Architectural Services for the FA1702 Citywide Roof Repairs and Replacement and FA1703 City Hall Modernization Projects (the "Project") in an amount not to exceed $270,555 and authorize the Interim City Manager to execute the Agreement.

BACKGROUND

The Project includes architectural services to design and support the bidding and construction phases of two (2) Capital Improvement Plan (CIP) projects in the approved CIP: FA1702 Citywide Roof Repairs and Replacement (FA1702 CIP Project) and FA1703 City Hall Modernization (FA1703 CIP Project). The Architectural services will include preliminary and final design, including preparing plans, specifications and estimates (PS&E) and contract bid documents, and support services during the bidding and construction phases. The FA1702 CIP Project includes roof repairs and replacement at four (4) City facilities, the Public Safety Building, City Hall, Senior Center, and Water Pollution Control Plant. The Water Pollution Control Plant roofs are not included in the services under this Project. The FA1703 CIP Project includes interior improvements and exterior painting to extend the life of the City Hall building and improve its functionality for staff and the public. Exterior painting is not included in the services under this Project.

REVIEW AND ANALYSIS

On April 24, 2024, staff released a Request for Proposals (RFP) for the Project on www.publicpurchase.com and www.ci.pinole.ca.us/bids. Responses were due on May 21, 2024. A total of six (6) proposals were received. The proposals were evaluated, three (3) proposers were shortlisted, and the top-ranked proposer was interviewed by City staff in accordance with the RFP. Based on the proposal reviews and interview, staff selected Interactive Resources, Inc.

City staff recommends awarding the contract for the Project to Interactive Resources, Inc., given their: experience with design and construction consulting services for renovations and modifications to existing public facility building roofs and interiors; expertise, experience and training, including the expertise of key personnel; prior contracting history; approach to the project, proposed schedule and cost, and compliance with the RFP requirements. Staff believes the firm's team has the experience and professional competency that will result in a satisfactory product for the City. The timeline to finish the Project (through completion of construction) is approximately 18 months, following the issuance of a Notice to Proceed.

The cost proposal provided by Interactive Resources, Inc. for the scope of work as defined in the RFP is $270,555.

FISCAL IMPACT

The FY 2024/25 adopted CIP budget includes design, construction, and contingency funding of $900,000 for the FA1702 CIP Project and $700,000 for the FA1703 CIP Project in FY 2024/25 through FY 2025/26. There are sufficient funds to award the contract to Interactive Resources, Inc. for the Project, in an amount not to exceed $270,555.

ATTACHMENTS

A. Resolution
B. Aggrement and Scope of Work

RESOLUTION NO. 2024 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AWARDING A CONSULTING SERVICES AGREEMENT ARCHITECTURAL SERVICES FOR THE FA1702 CITYWIDE ROOF REPAIRS AND REPLACEMENT AND FA1703 CITY HALL MODERNIZATION PROJECTS TO INTERACTIVE RESOURCES, INC. IN AN AMOUNT NOT TO EXCEED $270,555

WHEREAS, the City of Pinole ("City") has adopted the FY 2024/25 through FY 2028/29 Capital Improvement Plan (CIP) which includes the Citywide Roof Repairs and Replacement project (CIP Project No. FA1702, the "FA1702 CIP Project") and the City Hall Modernization project (CIP Project No. FA1703, the "FA1703 CIP Project") as funded projects; and

WHEREAS, the Architectural Services for the FA1702 Citywide Roof Repairs and Replacement and FA1703 City Hall Modernization Projects (the "Project") will include architectural services to design and support the bidding and construction phases of two (2) CIP projects in the approved CIP: the FA1702 CIP Project and FA1703 CIP Project; and

WHEREAS, on April 24, 2024, City staff released a Request for Proposals (RFP) on www.publicpurchase.com and www.ci.pinole.ca.us/bids; and

WHEREAS, on May 21, 2024, at 4:00 p.m., the Public Works staff received six (6) proposals; and

WHEREAS, staff has determined that Interactive Resources, Inc. is the most qualified proposer; and

WHEREAS, the timeline to finish the Project is 24 months, following Notice to Proceed; and

WHEREAS, the current adopted capital budget has adequate funds for the FA1702 CIP Project and FA1703 CIP Project to award the Consulting Services Agreement.

NOW THERFORE BE IT RESOLVED that the City Council of the City of Pinole hereby declares as follows:

1. Interactive Resources, Inc.'s proposal of $270,555 is accepted by the City Council for the Architectural Services for the FA1702 Citywide Roof Repairs and Replacement and FA1703 City Hall Modernization Projects (the "Project"). This proposal is on file with the Public Works Department and incorporated herein by this reference as though set forth in full.

2. The Interim City Manager is authorized to execute a Consulting Services Agreement with Interactive Resources, Inc. in an amount not to exceed $270,555 for the Project in a form to be approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of August 2024 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 6th day of August 2024.

____

Heather Bell
City Clerk

ATTACHMENT B

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND INTERACTIVE RESOURCES, INC.

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Interactive Resources, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of August ____, 2024 (the "Effective Date") in Pinole, California.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed two hundred seventy thousand five hundred fifty-five dollars ($270,555), for all work set forth in

Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

2.6 Reimbursable Expenses. No Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 **Professional Liability Insurance.**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

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.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, 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 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 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.

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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 Public Works Director who shall act as the City's representative. All correspondence shall be directed to or through Sanjay Mishra, Public Works Director or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Brant Fetter, AIA, CGBP, Principal-in-Charge
Interactive Resources, Inc.
117 Park Pl, Richmond, CA 94801

Any written notice to City shall be sent to:

Sanjay Mishra, P.E., T.E., Public Works Director
City of Pinole
2131 Pear St, 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.

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.

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

CITY OF PINOLE

____
Neil Gang, Interim City Manager

Attest:

____
Heather Bell, City Clerk

Approved as to Form:

____
Eric S. Casher, City Attorney

CONSULTANT

____
Brant Fetter, Principal-in-Charge

Consultant's City of Pinole Business

License #:_

Project Approach

Interactive Resources understands that the City of Pinole requires architectural services for two significant Capital Improvement Plan (CIP) projects: FA1702 Citywide Roof Repairs and Replacement and FA1703 City Hall Modernization. These projects involve roof repairs and replacement at multiple City facilities and interior improvements to enhance the functionality and longevity of the City Hall building. Our experienced team brings innovative architectural and engineering solutions, exceptional responsiveness, and a track record of successful collaboration to ensure the successful delivery of these projects.

Project Goals and Understanding

Our first and most crucial step is to ensure we have a thorough and comprehensive understanding of the needs, desires, and expectations of the City of Pinole related to these projects. To achieve this, we will engage with all stakeholders involved in the projects, including City officials, project managers, and facility maintenance staff who will oversee and utilize the facilities. During these initial kick-off meetings, we will address the following aspects:

- **Functional and Programmatic Needs Assessment:** We will discuss the specific functional requirements and programmatic goals for each building involved in the projects.
- **Project Schedule and Budget:** A detailed review of the project timelines and budget constraints to ensure all parties are aligned.
- **Maintenance and Durability Issues:** Identification of any existing maintenance issues and durability concerns to inform our design and construction approach.
- **Sustainability Goals and Opportunities:** Exploration of sustainability goals and opportunities to incorporate energy-efficient and environmentally friendly solutions.
- **Cost Estimates and Timing:** Determination of the need for and timing of cost estimates throughout the project phases.
- **Coordination and Communication:** Establishing clear lines of communication and coordination between the design team, City staff, and other consultants.

Following these discussions, we will document and distribute a comprehensive report confirming the critical factors and needs, which will be circulated to all project stakeholders for review and commentary.

Task 2: FA1702 Citywide Roof Repairs and Replacement

Preliminary Design

Our team will begin by collecting and reviewing all relevant background information, including design and record drawings, and any prior condition assessments. We will conduct interviews with City staff to understand existing conditions, goals, and requirements. Field inspections, investigations, and assessments will be planned and performed to verify the condition of the roofs at the Public Safety Building, City Hall, and Senior Center.

Based on our findings, we will develop and document alternatives, assess probable construction costs, and identify construction impacts and mitigation strategies. This process will culminate in the preparation of a detailed project scoping document, which will be reviewed and refined with input from City stakeholders. We will also ensure compliance with federal and state environmental regulations, anticipating a Categorical Exclusion (CE) determination for this project.

Design

Following the preliminary design phase, our team will proceed with the design of the roofing improvements. Plans, specifications, and estimates (PS&E) will be prepared and submitted to the City at 60%, 90%, and final completion stages. These documents will be developed in accordance with City, and State requirements to achieve project objectives efficiently and effectively.

Bidding Phase Services

During the bidding phase, we will assist the City by responding to inquiries concerning the bid documents, participating in the pre-bid conference and job site tours, and preparing addenda as necessary.

Construction Phase Services

Our team will provide comprehensive support during construction, including the preparation of conformed plans and specifications, submittal reviews, product substitution and contract change order reviews, and responses to RFIs. Regular site visits will be conducted to monitor progress and ensure compliance with contract documents. We will also assist with the final inspection and preparation of record drawings based on contractor-supplied information.

Task 3: FA1703 City Hall Modernization

Preliminary Design

For the City Hall Modernization project, we will similarly begin by gathering and reviewing all pertinent background information and conducting interviews with City staff. Site visits and assessments will be carried out to document the existing conditions and project objectives. Our team will develop and document design alternatives, assess construction costs and impacts, and prepare a project scoping document for review and approval by City stakeholders. Compliance with federal and state environmental regulations will be ensured, with a CE determination anticipated.

Design

The design phase will involve the preparation of detailed plans, specifications, and estimates (PS&E) for the modernization improvements. These documents will be submitted to the City at 60%, 90%, and final completion stages, ensuring they meet all regulatory requirements and project goals.

Bidding Phase Services

We will support the City during the bidding phase by responding to bidder inquiries, attending pre-bid conferences and job site tours, and preparing necessary addenda. A bid tabulation spreadsheet will be prepared to assist in bid evaluation.

Construction Phase Services

During construction, our team will provide design services, including the preparation of conformed plans and specifications, submittal reviews, and responses to RFIs. We will attend construction-related meetings and conduct periodic site visits to monitor progress and ensure adherence to the contract documents. Assistance will also be provided during the final inspection and preparation of record drawings.

Bidding, Construction Administration, and Project Closeout

During construction, it is critical to manage the fast pace of information and communication effectively. A dedicated Project Architect will be involved throughout the bidding and construction phases, ensuring familiarity with the project's specifics and timely resolution of issues. We adopt a proactive approach, typically reviewing RFIs and submittals within a day or two to prevent delays. Constant and direct communication with the contractor and the City helps us stay ahead of potential issues and avoid surprises.

Our standard services during construction include:

- Attending pre-construction meetings with the City's representative and the contractor.
- Reviewing and responding to RFIs.
- Reviewing shop drawings and submittals for compliance with project design intent.
- Assisting the City in processing change orders.
- Attending job site meetings to monitor progress.
- Conducting site visits at substantial completion to review the project and prepare a punch list of items to be completed or corrected.

Collaboration, Facilitation, and Conflict/Issue Resolution

Our philosophy is to avoid disputes by anticipating potential problems and providing clear, coordinated design documents. We ensure that construction documents are well-coordinated, detailed, and organized to the highest industry standards. Despite best practices, issues can arise during construction. We address these by maintaining clear communication, taking thorough notes, listening to all stakeholders, and advising the City on proposed resolutions for immediate corrective action.

We advocate for early and consistent dialogue with the jurisdictional authority, which can significantly reduce surprises and unanticipated costs. Our familiarity with the individuals and processes within the City of Pinole will benefit the project and the City.

Discussion of Fees

For both projects, there are several factors that significantly impact the cost, potentially aligning it more closely with your expectations for fees. These factors can vary greatly between different projects and clients.

Construction Cost Estimate: The largest factor is the estimated cost of construction. After carefully reviewing the budget, we have concerns about the amounts allocated for each project. With our extensive experience in providing design services for roofing, we estimate that the cost for modified bitumen roofing systems, including a 30-year warranty or more for a 50-year warranty, is higher than currently budgeted. The current estimates appear to cover only 70-80% of the market cost for the roof areas the City wants to replace. If you are using a percentage of construction as a measure of design fees, please consider that the current estimates will likely increase when provided with more detailed and precise estimates. We hope you take this into consideration.

Environmental Consulting Fees: Another significant difference for this proposal is the inclusion of expert assistance with writing and potentially supporting NEPA reviews or CE letters. The proposed fee covers everything from minimal work for a CE letter to a much larger scope. The environmental consulting fee is highly variable, and we have included the larger amount to ensure we meet your requirements. If other candidates do not provide expert environmental services, please note the difference.

Number of Meetings: Different clients have different expectations regarding the number of on-site and virtual meetings required to manage each project. We address this by providing an accurate count of the expected number of meetings and offering the client the opportunity to adjust. This allows for a comparison of our level of involvement, dedication, and value. Please see the table below for our number of meetings as part of our commitment.

Number of Meetings						
Task 2 FA1702 Citywide Roof Replacement	**IR Site**	**IR Virtual**	**Lefler Site**	**WKM SIte**	**MFT Site**	**Total hrs.**
2.1 Preliminary Design (Existing Conditions, DD)	3	2	1	1	1	8
2.2 Design (CDs)	2	3	1	1	0	7
2.3 Bidding	0	1	0	0	0	1
2.4 Construction (CA)	9	9	3	3	1	25
Subtotal Task 2						**41**
Task 3 FA1703 City Hall Modernization Project						
3.1 Preliminary Design (Existing Conditions, DD)	2	2	1	1	1	7
3.2 Design (CDs)	2	5	1	0	0	8
3.3 Bidding	0	1	0	0	0	1
3.4 Construction Administration	4	12	3	3	1	23
Subtotal Task 3						**39**

Exclusions: Exterior improvements for egress, accessibility, or CalGreen code compliance are not part of the proposed scope of work. Hazardous materials-related services and fall protection design services are excluded from the scope of work.

Conclusion

Interactive Resources is committed to delivering high-quality architectural and engineering services for the City of Pinole. Our extensive experience with public facility renovations and our dedicated team will ensure the successful completion of the FA1702 and FA1703 CIP projects, enhancing the functionality and longevity of the City's facilities.

Architectural services for the FA1703 CIP Project shall include assessment of the current uses, needs and goals, development of recommendations for reconfiguration of the space, design, and services during bidding and construction.

SECTION III – SCOPE OF WORK

The following Scope of Work defines project tasks and assigns each to their respective responsible parties. The Consultant, under the supervision of, and in coordination with the City's project manager, shall be responsible for the tasks and program/document requirements as per the following tasks:

TASK 1: PROJECT ADMINISTRATION

Consultant shall be responsible for project initiation and management activities throughout the life of the contract and the scope of activities includes, but is not limited to:

- Developing, maintaining and implementing a project work plan.
- Developing and maintaining a project schedule.
- Coordinating and being responsible for scheduling meetings, preparing and distributing minutes. The Consultant may use video or audio-conferencing software to conduct meetings as needed.
- Preparing and submitting progress reports and monthly invoices in a format approved by the City of Pinole.

Deliverables*: Kickoff Meeting; Bi-Weekly Project Management Status Meetings; Meeting Agendas; Meeting Minutes and Action Items; Project Status Reports; Monthly Status Reports and Invoices*

TASK 2: FA1702 CIP PROJECT

The following subtask descriptions are presented as information to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the services required for the design, bidding, and construction support of the project. A detailed scope of services will be incorporated into the negotiated consultant agreement.

Subtask 2.1 Preliminary Design

Consultant shall perform preliminary design services:

- Collecting and reviewing background information including, but not limited to design/record drawings and prior condition assessments and rehabilitation/ replacement recommendations.
- Interviewing City staff to understand existing conditions, goals and requirements.
- Planning and performing field inspections, investigations, and assessments.
- Performing and/or verifying condition assessments.
- Performing additional data collection, mapping, and building surveys necessary for preliminary engineering, design, and estimates.

- Developing and documenting alternatives, probable construction costs, construction impacts and mitigations, selection criteria, and recommendations.
- Developing general project locations and design concepts and related activities needed to establish the parameters for final design.
- Preparing a project scoping document, conducting a review meeting with the City, and incorporating City comments and resubmitting.
- Preparing project documentation to support the City of Pinole compliance with Federal and State environmental regulations. The City anticipates a Categorical Exclusion (CE) determination for this project.

Deliverables*: Memoranda, Survey Data, Project Scoping Document, Project Documentation for Environmental Compliance.*

Subtask 2.2 Design

The Consultant shall:

- Design the improvements and prepare plans, specifications, and estimates (PS&E) in accordance with City, County, and State requirements to achieve project objectives.
- Submit PS&E to the City at 60%, 90%, and final contract documents.

Deliverables*: 60%, 90% and Final PS&E, Review Meetings.*

Subtask 2.3 Bidding Phase Services

Consultant shall provide support during the bid period to:

- Assist City with responses to inquiries concerning the bid documents.
- Assist City with the pre-bid conference and job site tour.
- Prepare addenda for issuance, if requested, to clarify, correct, or change the bidding and contract documents.
- Prepare a bid tabulation spreadsheet.

Deliverables*: Pre-Bid Conference and Job Site Tour Attendance, Addenda, Bid Tabulation*

Subtask 2.4 Construction Phase Services

Consultant shall provide design services during construction including, but not limited to:

- Preparing conformed plans and specifications.
- Preparing a submittal log, performing submittal reviews and preparing responses.
- Reviewing product substitution and contract change order requests.
- Preparing Request for Information (RFI) responses.
- Attending pre-construction and other construction-related meetings and site visits;
- Performing periodic site visits (not less than once per month).
- Providing recommendations to the City on all claims by Contractor relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.

- Reviewing inspection "punch list" of deficiencies to be corrected by the Contractor prior to final acceptance of the work.
- Reviewing final inspection after "punch list" work has been completed by the Contractor.
- Reviewing, confirming accuracy and completeness of contractor's red line drawings and preparing record drawings based upon information supplied by the Contractor.

***Deliverables**: Conformed Plans and Specifications, Submittal Log, Submittal Responses, Substitution and Change Order Reviews, RFI Responses, Meetings and Site Visits, Record Drawings*

Subtask 2.5 Warranty Inspection

Upon receiving written authorization to proceed, Consultant shall perform warranty inspection one year after construction is complete and prepare a list of items to be repaired or replaced under warranty.

***Deliverables**: Warranty Repair and Replacement List*

TASK 3: FA1703 CIP PROJECT

The following subtask descriptions are presented as information to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the services required for the design, bidding, and construction support of the project. A detailed scope of services will be incorporated into the negotiated consultant agreement.

Subtask 3.1 Preliminary Design

Consultant shall perform preliminary design services:

- Collecting and reviewing background information including, but not limited to design/record drawings.
- Interviewing City staff to understand existing conditions, goals and requirements.
- Documenting project objectives.
- Planning and performing site visits and assessments.
- Performing additional data collection, mapping, and building surveys necessary for preliminary engineering, design, and estimates.
- Developing and documenting alternatives, probable construction costs, construction impacts and mitigations, selection criteria, and recommendations.
- Developing general project schematics and design concepts and related activities needed to establish the parameters for final design.
- Preparing a project scoping document, conducting a review meeting with the City, and incorporating City comments and resubmitting.
- Preparing project documentation to support the City of Pinole compliance with Federal and State environmental regulations. The City anticipates a Categorical Exclusion (CE) determination for this project.

***Deliverables**: Memoranda, Survey Data, Project Scoping Document, Project Documentation for Environmental Compliance.*

Subtask 3.2 Design

The Consultant shall:

- Design the improvements and prepare plans, specifications, and estimates (PS&E) in accordance with City, County, and State requirements to achieve project objectives.
- Submit PS&E to the City at 60%, 90%, and final contract documents.

Deliverables*: 60%, 90% and Final PS&E, Review Meetings.*

Subtask 3.3 Bidding Phase Services

Consultant shall provide support during the bid period to:

- Assist City with responses to inquiries concerning the bid documents.
- Assist City with the pre-bid conference and job site tour.
- Prepare addenda for issuance, if requested, to clarify, correct, or change the bidding and contract documents.
- Prepare a bid tabulation spreadsheet.

Deliverables*: Pre-Bid Conference and Job Site Tour Attendance, Addenda, Bid Tabulation*

Subtask 3.4 Construction Phase Services

Consultant shall provide design services during construction including, but not limited to:

- Preparing conformed plans and specifications.
- Preparing a submittal log, performing submittal reviews and preparing responses.
- Reviewing product substitution and contract change order requests.
- Preparing Request for Information (RFI) responses.
- Attending pre-construction and other construction-related meetings and site visits;
- Performing periodic site visits (not less than once per month).
- Providing recommendations to the City on all claims by Contractor relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.
- Reviewing inspection “punch list” of deficiencies to be corrected by the Contractor prior to final acceptance of the work.
- Reviewing final inspection after “punch list” work has been completed by the Contractor.
- Reviewing, confirming accuracy and completeness of contractor’s red line drawings and preparing record drawings based upon information supplied by the Contractor.

Deliverables*: Conformed Plans and Specifications, Submittal Log, Submittal Responses, Substitution and Change Order Reviews, RFI Responses, Meetings and Site Visits, Record Drawings*

Interactive Resources, Inc.	2024
President / Principal / Sr. Project Manager	$263
Managing Principal / Sr. Project Manager / Architect	$239
Associate Principal / Sr. Project Manager / Architect	$227
Project Manager / Architect	$215
Sr. Structural Engineer	$215
Historic Preservation architect / Historian	$196
Sr. Project Designer / Drafter	$189
Designer / Drafter	$153
Technical / Administrative Support	$146

Expenses are billed at cost and include, but are not limited to, outside services (model makers, drafts persons, renderers, graphic artists, delivery services, etc.), temporary personnel, blueprint and reproduction services, faxing expenses, travel expenses: hotel, vehicle expenses, airfare, and per diem, and telephone expenses relating directly to the project.

Expenses: Reimbursable expenses are in addition to hourly fees. Reimbursable expenses include such items as postage, reproduction, CAD drawing plotting, printing, special materials or equipment, storage of investigative samples or forensic evidence, meals when traveling out of the Bay Area for the project, and travel at the IRS standard mileage rate of $0.67 cents per mile. Lodging, meals and incidentals, for overnight travel, will be reimbursed either at cost or the Per Diem rates. Interactive Resources uses a robust accounting and project management software: Ajera/Deltek.

Lefler Engineers	2024
Principal / Professional Engineer	$225
CAD / Project Manager	$185
Technical	$165
Designer / CAD Drafter / Revit Drafter	$140
Office / Clerical	$100

WKM Electrical Consultants, Inc.	2024
Principal / Professional Engineer	$225
CAD / Project Manager	$185
Designer / CAD Drafter / Revit Drafter	$135
Office / Clerical	$100

MFT Consulting Engineers, Inc.	2024
Principal in Charge	$280
Project Manager	$240
Structural Engineer	$230
Technical	$225
CAD / Drafter	$110
Administrative	$75

LSA Associates	2024
Principal	$315
Project Manager	$215
Planner / Graphics / DM	$135

Silva Cost Consulting	2024
Cost Estimator	$170

City of Pinole Citywide Roofing and City Hall TI

INTERACTIVE RESOURCES architects + engineers — Celebrating 50 years of excellence — 1973 2023

	IR - Principal / Sr. Project Manager / Architect, Brant Fetter	IR - Sr. Project Manager / Architect, Chris Lutjen	IR - Senior Project Designer / Drafter (TBD)	IR - Technical Support	MFT - Munah Tarazi Structural Engineer	MFT - Technical	MFT - Project Manager	MFT - Designer	Lefler - Trevor Lefler, Principal	Lefler - Project Engineer	Lefler - Technical	Lefler - Drafter	WKM - Jose We, Electrical Engineer, Principal	WKM - Engineer	WKM - Dave Morrow, CAD Manager	WKM - Office, Technical	LSA - Principal in Charge	LSA - Project Manager	LSA - Planner /Graphics /DM	Silva - Cost Estimator, Javier Silva	HOURS	TOTAL BASE FEE
	$227	$215	$189	$146	$280	$225	$240	$110	$225	$185	$165	$140	$225	$225	$185	$100	$315	$215	$135	$170		
1 **Task 1: Project Administration**																						
1 Project Administration, Coordination	20	40	4																		64	$ 13,916
Subtotal task 1	**20**	**34**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**58**	**$ 13,896**
Total Fee	**4,540**	**7,310**	**756**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		**$ 12,606**
2 **Task 2 FA1702 Citywide Roof Repairs and Replacement**																						
2.1 Preliminary Design (Existing Conditions, DD)	16	24	40	8	4	4	4	4	10	4	0	8	2	2	6	6	8	8	30	17	205	$ 31,686
2.2 Design (CDs)	24	48	60	16	2	8	2	4	6	4	2	10	9	6	2	0				20	223	$ 42,793
2.3 Bidding	6	12	2	16	2	0	2	0	3	0	0	3	1	0	4	0				8	59	$ 10,642
2.4 Construction (CA)	24	56	16	36	2	6	2	2	10	0	2	4	1	3	4	4					172	$ 32,882
Subtotal task 2	**70**	**140**	**118**	**76**	**10**	**18**	**10**	**10**	**29**	**8**	**4**	**25**	**13**	**11**	**16**	**10**	**8**	**8**	**30**	**45**	**659**	
Total Fee	**15,890**	**30,100**	**22,302**	**11,096**	**2,800**	**4,050**	**2,400**	**1,100**	**6,525**	**1,480**	**660**	**3,500**	**2,925**	**2,475**	**2,960**	**1,000**	**2,520**	**1,720**	**4,050**	**7,650**	**127203**	**$ 115,503**
Total Per Firm																						
3 **Task 3 FA1703 City Hall Modernization Project**																						
3.1 Preliminary Design (Existing Conditions, DD)	20	36	40	8	4	4	4	4	8	0	0	4	1	0	12	12	8	8	30	14	217	$ 31,433
3.2 Design (CDs)	24	48	56	16	2	20	4	12	2	2	2	4	16	2	5	0				16	231	$ 40,457
3.3 Bidding	8	14	4	16	2	0	2	12	4	0	0	0	2	0	4	0				8	76	$ 10,576
3.4 Construction Administration	16	56	16	36	2	6	2	12	4	0	2	0	1	1	4	4					162	$ 28,698
Subtotal task 3	**68**	**154**	**116**	**76**	**10**	**30**	**12**	**40**	**18**	**2**	**4**	**8**	**20**	**3**	**25**	**16**	**8**	**8**	**30**	**38**	**686**	
	15,436	**33,110**	**21,924**	**11,096**	**2,800**	**6,750**	**2,880**	**4,400**	**4,050**	**370**	**660**	**1,120**	**4,500**	**675**	**4,625**	**1,600**	**2,520**	**1,720**	**4,050**	**6,460**	**130746**	**$ 120,236**
Total Hours	**158**	**328**	**238**	**152**	**20**	**48**	**22**	**50**	**47**	**10**	**8**	**33**	**33**	**14**	**41**	**26**	**16**	**16**	**60**	**83**	**1403**	
Total Fee	**35,866**	**70,520**	**44,982**	**22,192**	**5,600**	**10,800**	**5,280**	**5,500**	**10,575**	**1,850**	**1,320**	**4,620**	**7,425**	**3,150**	**7,585**	**2,600**	**5,040**	**3,440**	**8,100**	**14,110**	**270,555**	**$ 270,555**

CITY COUNCIL REPORT

9.E.

DATE: AUGUST 6, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: SANJAY MISHRA, PUBLIC WORKS DIRECTOR

SUBJECT: ADOPT FINAL SEWER RATE STUDY AND AUTHORIZE SEWER RATE FOR TAX ROLL.

RECOMMENDATION

It is recommended that the City Council:
Adopt a resolution accepting the Engineer's Report and approving the Sewer Rates for FY 2024/25 through 2028/29.

BACKGROUND

On July 2, 2024, staff held a workshop in response to a request from the council and residents to address a range of questions and listen to concerns from rate payers. During the workshop, staff utilized visuals to illustrate how sewer rate increases correlate with investments in capital projects. Staff also confirmed that, thus far, the council and city administration have not pursued any grants or loans for these capital projects. However, the City council may decide to explore the option of using a grant or loan for sewer capital projects in the future.

A public hearing was conducted on July 16, 2024, about the proposed Sewer Rates for FY 2024/25 through 2028/29. Protest votes were received and council deliberated on various options and provided directions to staff for further action. The sewer rate increase will affect all the rate payers and the details are included below.

REVIEW AND ANALYSIS

The sewer rate model prepared by Willdan Financial addresses the following:

1. Operating and maintenance costs associated with the Pinole-Hercules Water Pollution Control Plant,
2. The operating and maintenance costs associated with the collection system serving Pinole,
3. Debt service for Pinole's portion of prior improvements, half of the cost of the state mandated upgrades to the Pinole-Hercules Water Pollution Control Plant funded by an SRF Loan from the State Water Resources Control Board,
4. Capital improvements to the City of Pinole's sewer collection system to reduce inflow and infiltration and maintain adequate reserves for operations and capital projects are recommended in the SSMP.

The proposed sewer rates are shown in the following table and reflect the direction provided by council at a public hearing on July 16, 2024. A detailed explanation of the proposed sewer rates is in the attached Final Sewer Rate Study Report.

Description	Existing Rates	Projected for Fiscal Year Ending June 30,				
		2025	2026	2027	2028	2029
Residential Annual Flat Fee [1]						
Single - Family	$ 883.44	$ 954.13	$ 1,027.41	$ 1,106.32	$ 1,191.29	$ 1,282.78
Multi - Family (per dwelling unit)	$ 750.96	$ 720.42	$ 775.75	$ 835.33	$ 899.48	$ 968.56
Non-Residential Annual Meter Charge:						
5/8 Inch	$ 202.80	$ 453.80	$ 488.65	$ 526.18	$ 566.59	$ 610.11
3/4 Inch	$ 304.20	$ 680.70	$ 732.98	$ 789.27	$ 849.89	$ 915.16
1.0 Inch	$ 507.00	$ 1,134.50	$ 1,221.63	$ 1,315.45	$ 1,416.48	$ 1,525.27
1.5 Inch	$ 1,014.00	$ 2,269.01	$ 2,443.27	$ 2,630.91	$ 2,832.96	$ 3,050.53
2.0 Inch	$ 1,622.40	$ 3,630.41	$ 3,909.22	$ 4,209.45	$ 4,532.74	$ 4,880.85
3.0 Inch	$ 3,244.80	$ 6,807.02	$ 7,329.80	$ 7,892.72	$ 8,498.88	$ 9,151.60
4.0 Inch	$ 5,070.00	$ 11,345.03	$ 12,216.33	$ 13,154.54	$ 14,164.81	$ 15,252.66
6.0 Inch	$ 10,140.00	$ 22,690.05	$ 24,432.65	$ 26,309.08	$ 28,329.61	$ 30,505.33
8.0 Inch	$ 16,224.00	$ 36,304.09	$ 39,092.24	$ 42,094.52	$ 45,327.38	$ 48,808.53
10.0 Inch	$ 25,350.00	$ 52,187.12	$ 56,195.10	$ 60,510.88	$ 65,158.11	$ 70,162.26
Volumetric Rates Per 100 Cubic Feet - All Flow						
Single - Family	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Multi - Family (per dwelling unit)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Non-Residential	$ 7.09	$ 7.63	$ 8.22	$ 8.85	$ 9.53	$ 10.26

Notes:
[1] All residential customers only pay a flat fee per dwelling unit, regardless of usage.

FISCAL IMPACT

The City has taken several important steps to minimize the fiscal impact on sewer rate payers. They include a phased roll-out of the Capital Sanitary Sewer Projects over an extended period and authorizing a 30-year payback schedule in lieu of 20 years for the SRF Loan, and refunding the prior bond debt service resulting in a reduction in annual payments. Additionally, the change in the technique used to determine the charges for commercial accounts recommended in the Engineer’s Report will save time on an annual basis when the assessment is determined.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2024 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, TO ACCEPT THE ENGINEER'S REPORT AND ADOPT SEWER RATES FOR FY 2024/2025 THROUGH FY 2028/29

WHEREAS, the City of Pinole owns and operates the Pinole Hercules Water Pollution Control Plant; and

WHEREAS, the City of Pinole must operate the Pinole Hercules Water Pollution Control Plant in accordance with its current permit issued by the Regional Water Quality Control Board; and

WHEREAS, the City of Pinole needs to collect service fees to pay for the ongoing operation and maintenance of the sewer facilities; and

WHEREAS, the City of Pinole needs to collect service fees to pay for the various Capital Improvement Projects as programmed per the Sanitary Sewer Master Plan adopted by the council on September 2022; and

WHEREAS, the City of Pinole needs to collect service fees to pay the debt service for capital improvement projects; and

WHEREAS, the City Council has retained Willdan Financial for the purpose of revising the rate model to address changes made since the last model was prepared in 2018, and preparing and filing an Engineer's Report; and

WHEREAS, on May 21, 2024, the City of Pinole introduced proposed increases to the sewer rates; and

WHEREAS, in accordance with the Government Code, the City of Pinole must conduct a public hearing to receive comments, testimony, and protests, as an integral part of the rate setting process; and

WHEREAS, on July 16, 2024, the City of Pinole conducted a Public Hearing concerning the proposed sewer rates.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pinole that the City Council accepts the Engineer's Report dated May 2024 and adopts the Sewer Rates reflective of an aggregate revenue increase of 8% for each year for FY 2024/25 through 2028/29, as shown in the included table, and which are within the recommended increase of the Engineer's report.

Description	Existing Rates	Projected for Fiscal Year Ending June 30,				
		2025	2026	2027	2028	2029
Residential Annual Flat Fee [1]						
Single - Family	$ 883.44	$ 954.13	$ 1,027.41	$ 1,106.32	$ 1,191.29	$ 1,282.78
Multi - Family (per dwelling unit)	$ 750.96	$ 720.42	$ 775.75	$ 835.33	$ 899.48	$ 968.56
Non-Residential Annual Meter Charge:						
5/8 Inch	$ 202.80	$ 453.80	$ 488.65	$ 526.18	$ 566.59	$ 610.11
3/4 Inch	$ 304.20	$ 680.70	$ 732.98	$ 789.27	$ 849.89	$ 915.16
1.0 Inch	$ 507.00	$ 1,134.50	$ 1,221.63	$ 1,315.45	$ 1,416.48	$ 1,525.27
1.5 Inch	$ 1,014.00	$ 2,269.01	$ 2,443.27	$ 2,630.91	$ 2,832.96	$ 3,050.53
2.0 Inch	$ 1,622.40	$ 3,630.41	$ 3,909.22	$ 4,209.45	$ 4,532.74	$ 4,880.85
3.0 Inch	$ 3,244.80	$ 6,807.02	$ 7,329.80	$ 7,892.72	$ 8,498.88	$ 9,151.60
4.0 Inch	$ 5,070.00	$ 11,345.03	$ 12,216.33	$ 13,154.54	$ 14,164.81	$ 15,252.66
6.0 Inch	$ 10,140.00	$ 22,690.05	$ 24,432.65	$ 26,309.08	$ 28,329.61	$ 30,505.33
8.0 Inch	$ 16,224.00	$ 36,304.09	$ 39,092.24	$ 42,094.52	$ 45,327.38	$ 48,808.53
10.0 Inch	$ 25,350.00	$ 52,187.12	$ 56,195.10	$ 60,510.88	$ 65,158.11	$ 70,162.26
Volumetric Rates Per 100 Cubic Feet - All Flow						
Single - Family	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Multi - Family (per dwelling unit)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Non-Residential	$ 7.09	$ 7.63	$ 8.22	$ 8.85	$ 9.53	$ 10.26

Notes:
[1] All residential customers only pay a flat fee per dwelling unit, regardless of usage.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 6th day of August 2024 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 6th day of August 2024.

____

Heather Bell
City Clerk

CITY COUNCIL REPORT

10.A.

DATE: AUGUST 6, 2024

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 (LLAD) FOR FISCAL YEAR 2024/2025.

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, 2024, and ending June 30, 2025, 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 2024/2025 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 AND ANALYSIS

On May 7 and July 16, 2024, 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 2024/2025.
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 2024/2025 for Zone A and Zone B are proposed to be increased from the previous year. The proposed rates for 2024/2025 are $556.20 per assessment unit ("AU") for Zone A and $605.12 per AU for Zone B. An AU is equivalent to an acre of developable property. The proposed assessment represents an increase of 3.8% for Zone A and 3.8% for Zone B. The proposed increases are due to additional costs to maintain the District.

Although the proposed assessment rates for Fiscal Year 2024/2025 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 3.8% 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 2024/2025 is $661.12 for Zone A and $624.13 for Zone B which represents an increase of 3.8% 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 2024/2025 are $556.20 per assessment unit ("AU") for Zone A and $605.12 per AU for Zone B. The total District revenue is expected to be $59,560.64.

ATTACHMENTS

A. Resolution
B. Engineers LLAD Report FY 2024-25

RESOLUTION NO. 2024 –

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 2024/2025

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 July 16, 2024; 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 August 6, 2024 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, 2024, and ending June 30, 2025.

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 6th day of August 2024, 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 6th day of August, 2024.

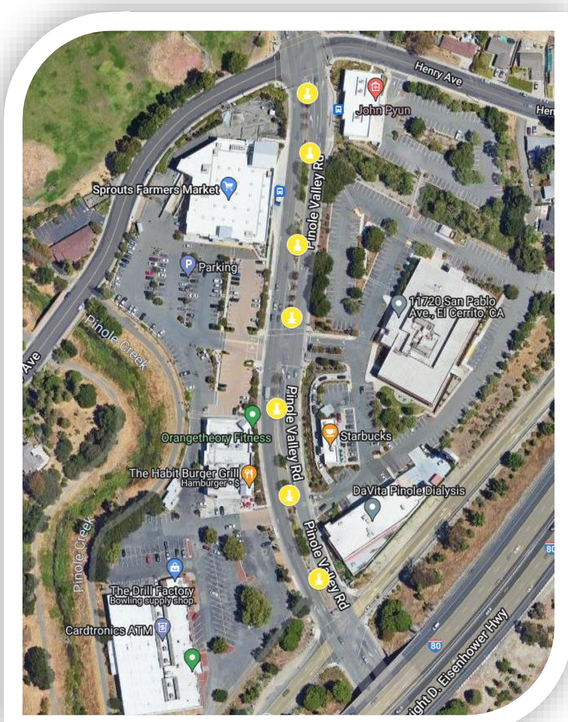
____

Heather Bell, CMC
City Clerk

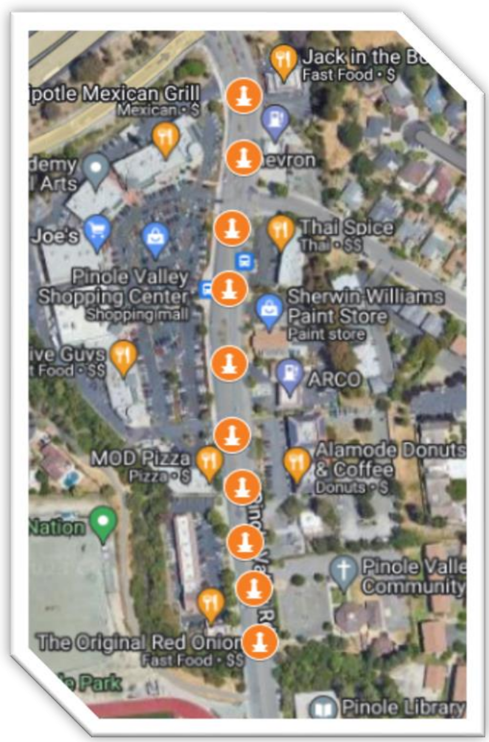
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ENGINEER'S REPORT FY 2024-25

JULY 16, 2024



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 2024/25, 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 16th July, 2024

By Sanjay Mishra, PE, TE
City Engineer
RCE # 71239

TABLE OF CONTENTS

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 2024-25.

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 2024/25 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 2024-25

	Total Assessable Costs	Total Assessable Units	Proposed Assessment Rate per AU	Maximum Assessment Rate per AU
Zone A	**$30.195.00**	52.796	**$556.20**	$661.12
Zone B	**$29,365.00**	49.900	**$605.12**	$624.13

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 2024 CPI is 3.8%, therefore a 3.8% will be applied to the Maximum Assessment Rate from the last year. The Zone A Maximum Assessment Rate for the upcoming fiscal year (2024/2025) therefore, shall be **$661.12** per AU**.** The Zone B Maximum Assessment Rate for the upcoming fiscal year shall be **$624.13** 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
2024/2025	3.8%	3.8%	1.038	$661.12	**$556.20**

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
2024/2025	3.8%	3.8%	1.038	$624.13	**$605.12**

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 2024-25 BUDGET

DIRECT COSTS		
ACCOUNT	**DESCRIPTION**	**BUDGET**
310-347-42101	**PROFESSIONAL SERVICES**	**$8,000**
	Contra Costa County Public Works Traffic Signal Maintenance Services	$6,000
	Caltrans Traffic Signal Maintenance Services	$2,000
310-347-42108	**MAINTENANCE STRUCTURES / IMPROVEMENTS**	**$8,000**
	Contra Costa County Public Works Traffic Signal Maintenance	$4,000
	Caltrans Traffic Signal Maintenance	$2,000
	Pacific Site Management	$1,000
	Labor, materials, and equipment for maintenance	$1,000
310-347-43102	**UTILITIES**	**$7,000**
	Water - EBMUD	$3,000
	Electricity and Power	$4,000
	Pinole Valley Road – Traffic Control Lights – PG&E - $1,300	
	Street and Highway Lighting – PG&E- $2,700	
	CAPITAL REPLACEMENT ACCOUNT [1]	**$3,115**
	DIRECT COSTS- SUB TOTAL	**$26,115**
INDIRECT COSTS		
	Legal Charges	$1,100
	County Administration Fees	$150
	Admin Debits (City Administration + Engineer's Report)	$2,000
	INDIRECT COSTS- SUB TOTAL	**$3,250**
	TOTAL COSTS	**$29,365**
	TOTAL BALANCE TO ASSESSMENT	$29,365
	Total Assessable Units (AU)- 8 Parcels	52.796
	2024/25 PROPOSED ASSESSMENT PER AU	**$556.20**
	2024/25 MAXIMUM ASSESSMENT PER AU	$661.12

ZONE B – PINOLE VALLEY ROAD SOUTH FY 2024-25 BUDGET

DIRECT COSTS		
ACCOUNT	**DESCRIPTION**	**BUDGET**
310-347-42101	**PROFESSIONAL SERVICES**	**$5,145**
	Contra Costa County Public Works Traffic Signal Maintenance Services	$4,000
	Caltrans Traffic Signal Maintenance Services	$1,145
310-347-42108	**MAINTENANCE STRUCTURES / IMPROVEMENTS**	**$11,100**
	Contra Costa County Public Works Traffic Signal Maintenance	$3,500
	Caltrans Traffic Signal Maintenance	$2,500
	Pacific Site Management	$1,000
	Labor, materials, and equipment for maintenance	$4,100
310-347-43102	**UTILITIES**	**$8,000**
	Water - EBMUD	$3,000
	Electricity and Power	$5,000
	Pinole Valley Road Median Irrigation - PG&E- $300	
	Street and Highway Lighting – PG&E- $4,700	
	CAPITAL REPLACEMENT ACCOUNT [1]	**$2,700**
	DIRECT COSTS- SUB TOTAL	**$26,945**
INDIRECT COSTS		
	Legal Charges	$1,100
	County Administration Fees	$150
	Admin Debits (City Administration + Engineer's Report)	$2,000
	INDIRECT COSTS- SUB TOTAL	**$3,250**
	TOTAL COSTS	**$30,195**
	TOTAL BALANCE TO ASSESSMENT	**$30,195**
	Total Assessable Units (AU)- 10 Parcels	49.90
	2024/25 PROPOSED ASSESSMENT PER AU	**$605.12**
	2024/25 MAXIMUM ASSESSMENT PER AU	$624.13

[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 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Fund balance on July 1st	$24,203.51	$30,613.24	$32,187.78	$35,952.50	$43,109.86
Revenue	$41,854.22	$39,746.28	$57,364.10	$49,767.90	$52,256.16
Expenditures	$35,444.29	$38,171.74	$53,599.38	$42,610.54	$46,683.86
Revenue over/under expenses	$6,409.73	$1,574.54	$3,764.72	$7157.36	$5,572.30
Fund balance on June 30th	$30,613.24	$32,187.78	$35,952.50	$43,109.86	$48,682.16

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 07/01/2023	FY 2023-24 Contribution to Capital Replacement account	Estimated lighting pole recovery costs for FY 2023-24	Estimated lighting pole repair and replacement costs in FY 2023-24	Estimated ending Capital Replacement account balance on 06/30/2023.
A	$9,367.40	$3,900.00	-	-	$13,267.40
B	$2,527.72	$4,700.00	-	-	$7227.72

*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	2024/2025 Assessment per AU	2024/2025 Assessment	Applied Assessment
A	401-211-030	3.62	COM	14.48	$556.20	$8,053.78	$8,053.78
A	401-211-031	1.27	COM	5.08	$556.20	$2,825.50	$2,825.50
A	401-211-032	0.42	COM	1.68	$556.20	$934.42	$934.42
A	401-211-033	0.6	CMV	2.40	$556.20	$1,334.88	$1,334.88
A	401-211-035	0.573	COM	2.292	$556.20	$1,274.81	$1,274.80
A	401-410-005	2.23	COM	8.92	$556.20	$4,961.30	$4,961.30
A	401-410-019	2.006	COM	8.024	$556.20	$4,462.95	$4,462.96
A	401-410-020	2.48	COM	9.92	$556.20	$5,517.50	$5,517.50
		13.199		**52.796**		**$29,365.14**	**$29,365.14**
B	360-010-028	0.344	COM	1.376	$605.12	$832.65	$832.66
B	360-010-029	1.738	COM	6.952	$605.12	$4,206.79	$4,206.80
B	360-010-030	0.53	COM	2.12	$605.12	$1,282.85	$1,282.86
B	360-010-031	0.63	COM	2.52	$605.12	$1,524.90	$1,524.90
B	360-010-033	0.43	COM	1.72	$605.12	$1,040.81	$1,040.80
B	360-150-043	1.24	COM	4.96	$605.12	$3,001.40	$3,001.40
B	360-150-044	0.48	COM	1.92	$605.12	$1,161.83	$1,161.82
B	401-310-021	5.683	COM	22.732	$605.12	$13,755.59	$13,755.60
B	401-310-022	0.46	COM	1.84	$605.12	$1,113.42	$1,113.42
B	430-330-027	0.94	COM	3.76	$605.12	$2,275.25	$2,275.24
		12.475		**49.900**		**$30,195.49**	**$30,195.50**
	Totals:	**25.674**		**102.696**		**$59,560.63**	**$59,560.64**

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-

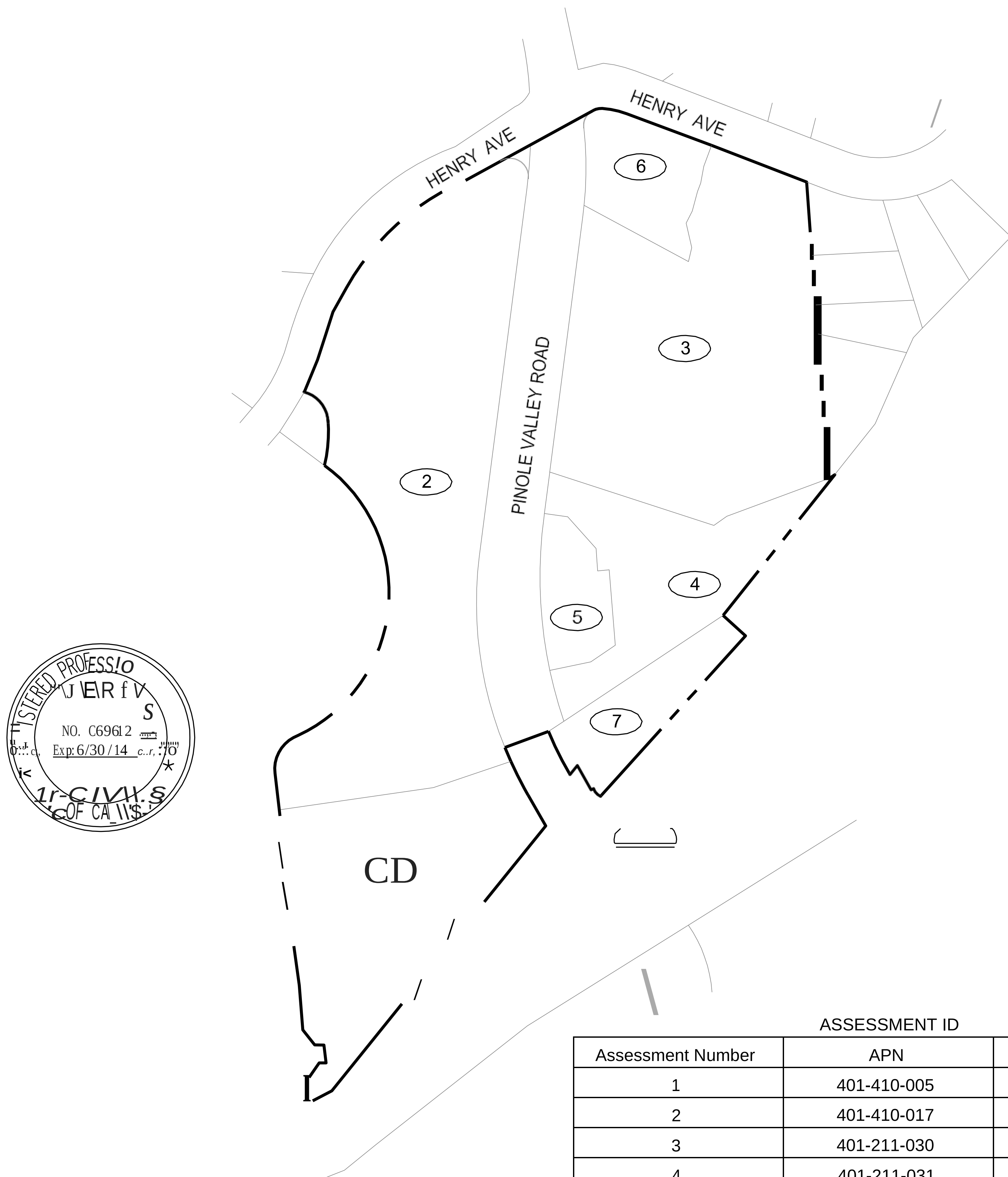
018 became parcel 022 for Fiscal Year 2013/2014. APN 430-330-022 merged into APN 401-310-021 for Fiscal Year 2014/2015.

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

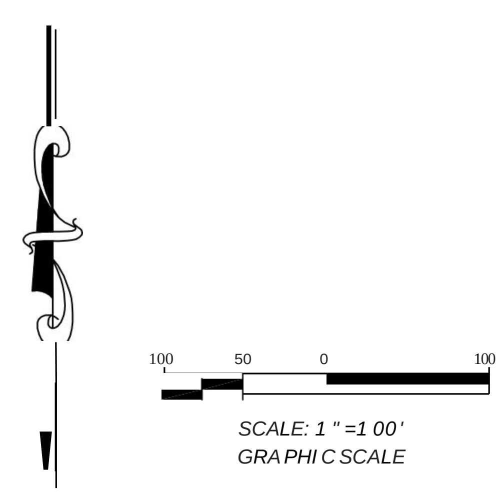
FILED THIS__ DAY OF -- -•20 .AT THE HOUR OF O'CLOCK M., IN BOOK ___ AT PAGE __ -OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

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

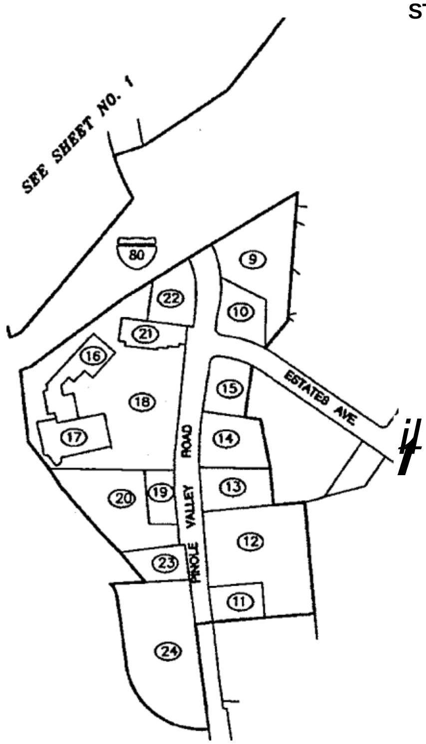
CD ASSESSMENT NO.

SDS
SPECIAL DISTRICT SERVICES
P.O. Box 892727
Temecula, CA 92589
(877) 688-6999

ASSESSMENT DIAGRAM
PINOLE VALLEY LANDSCAPE AND LIGHTING ASSESSMENT DISTIRCT
ZONE B

SHEET 2 OF 2

CITY OF PINOLE
COUNTY OF CONTRA COST A
STATE OF CALIFORNIA



ASSESSMENT ID

Assessment Number	APN	ZONE
9	360-150-043	B
10	360-150-044	B
11	360-010-028	B
12	.)60-010-029	l:j
13	360-010-030	B
14	.)60-u1Q-u.>1	B
15	360-010-033	B
16	401 ·310 "' ,,	B
17	401-310-003	B
18	401-310-010	B
19	401-.)10-012	B
20	401-.)10-013	B
21	401-.)10-017	B
22	401-.)10-018	B
23	430-330-022	B
24	430-3.)0-027	B

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