



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

## **PINOLE CITY COUNCIL MEETING AGENDA**

**February 18, 2025  
5:00 PM**

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

**Attend VIA ZOOM TELECONFERENCE – Details provided below**

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### **How to Submit Public Comments:**

#### **In Person:**

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

#### **Via Zoom:**

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

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

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

**Webinar ID: 893 3500 0272**

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

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

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

#### **Written Comments:**

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

## OTHER WAYS TO WATCH THE MEETING

**LIVE ON CHANNEL 26.** They are retelecast the following week. The Community TV Channel 26 schedule is published on the city's website at [www.pinoles.gov](http://www.pinoles.gov).

**VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE,** [www.pinoles.gov](http://www.pinoles.gov) and remain archived on the site for five (5) years.

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

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

**Note:** Staff reports are available for inspection on the City Website at [www.pinoles.gov](http://www.pinoles.gov). You may also contact the City Clerk via e-mail at [hbelle@pinoles.gov](mailto:hbelle@pinoles.gov).

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



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

**2. LAND ACKNOWLEDGMENT**

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

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

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

**4. CONVENE TO A CLOSED SESSION**

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

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Gov. Code § 54957.6

Agency designated representatives: City Manager, Kelcey Young, City Attorney, Eric Casher, and Human Resources Director, Stacy Shell, Gregory Ramirez, IEDA

Employee organizations: AFSCME Local 1, AFSCME Local 512, and the Management Compensation Plan (MCP)

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Gov. Code § 54956.8

Property: 2100 San Pablo Ave.

Agency negotiators: Kelcey Young, City Manager and Eric Casher, City Attorney

Negotiating party: Art Pakpour

Under negotiation: Price and Terms

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

**6. CITIZENS TO BE HEARD (Public Comments)**

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

**7. REPORTS & COMMUNICATIONS**

**A. Mayor Report**

**1. Announcements**

**B. Mayoral & Council Appointments**

1. Appointment of Council Subcommittee - Republic Services Agreement Review
- C. City Council Committee Reports & Communications
- D. Council Requests for Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

## 8. **RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS**

### A. **Proclamations**

1. Japanese Day of Remembrance

### B. **Presentations**

1. Plant Powered Pinole (Anna Smith, Pinole Resident and Business Owner)
2. Clean California Community Designation (Cecile Carson, EdD Keep California Beautiful Executive Team Leader and Gabi Polo, Keep America Beautiful, Western Region and Strategic Partnership, Sr. Director)

## 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 February 4, 2025.
- B. Receive the February 1, 2025 – February 14, 2025 – List of Warrants in the Amount of \$1,046,685.77 and the February Payroll in the amount of \$526,206.10.
- C. Receive and file an update on Climate Action and Adaptation Plan building energy ordinances and reach codes **Action: Receive and file an update (Lilly Whalen, Kapil Amin)**
- D. Approve Letter to State Legislators Urging Caltrans to Address Litter Along I-80 **Action: Approve Letter per Staff Recommendation (Kelcey Young)**
- E. First Amendment to the Consulting Services Agreement with West Yost for additional services associated with the Storm Drain Master Plan. **Action: Adopt Resolution per Staff Recommendation (Faby Guillen)**
- F. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between September And December 2024, Considered At An Administrative Hearing On February 6, 2025 **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**
- G. Precision IT Contract Amendment **Action: Adopt Resolution per Staff Recommendation (Fiona Epps)**

- H. Approve Draft Pipeline License Agreement with BNSF Railway Company **Action: Adopt resolution and staff recommendation (Faby Guillen)**

**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.**

None

**11. OLD BUSINESS**

None

**12. NEW BUSINESS**

- A. Approval of the Pinole Accessible Living Program, or "PAL Program" which will provide educational workshops and permit fee waivers for qualifying home modifications that improve accessibility, safety, and comfort for extremely low, very low, low, and moderate-income households, as well as for seniors and individuals with disabilities (Implementation of Program 9 of the Housing Element) **Action: Adopt Resolution per Staff Recommendation (David Hanham, Keith Marks, Lilly Whalen)**

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

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

- 14. ADJOURNMENT** to the Regular City Council Meeting of March 4, 2025 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.

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Heather Bell, CMC

City Clerk

POSTED: Thursday, February 13, 2025 at 4:00 pm



# Proclamation

## JAPANESE DAY OF REMEMBRANCE

**FEBRUARY 19, 2025**

**WHEREAS**, President Franklin Roosevelt signed Executive Order 9066 on February 19, 1942, authorizing the forced removal of all persons deemed a threat to national security from the west coast to "relocation centers" further inland resulting in the incarceration of Japanese Americans; and

**WHEREAS**, this led to the forced removal and incarceration of some 120,000 Americans of Japanese ancestry living on the West Coast, who had to abandon their jobs, their homes, and their lives to be sent to one of ten concentration camps scattered in desolate, remote regions of the country; and

**WHEREAS**, No Japanese Americans were ever charged, much less convicted, of espionage or sabotage against the United States; and

**WHEREAS**, they were targeted, rounded up, and imprisoned for years, simply for having the "face of the enemy"; and

**WHEREAS**, February 19, 2025, marks the 83rd anniversary of forced relocation of thousands of Japanese Americans to internment camps; and

**WHEREAS**, On August 10, 1988, President Ronald Wilson Reagan signed into law the federal Civil Liberties Act of 1988, finding that Executive Order 9066 was not justified by military necessity and, hence, was caused by racial prejudice, war hysteria, and a failure of political leadership; and

**WHEREAS**, the federal Civil Liberties Act of 1988 apologized on behalf of the people of the United States for the evacuation, incarceration, and relocation of Americans and permanent residents of Japanese ancestry during World War II. The act also provided for restitution to those individuals of Japanese ancestry who were incarcerated; and

**WHEREAS**, given recent national events, it is all the more important to learn from the mistakes of the past and to ensure that such an assault on freedom will never again happen to any community in the United States.

**NOW, THEREFORE, I, CAMERON SASAI**, Mayor of the City of Pinole, County of Contra Costa, State of California on behalf of the City Council and the entire City of Pinole, proclaim **FEBRUARY 19, 2025** as **JAPANESE DAY OF REMEMBRANCE** and encourage all citizens to join in the solemn remembrance of the issuance of Executive Order 9066 on this day in 1942 and recognize this as an opportunity to educate others on the fragility of civil liberties in times of crisis, and the importance of remaining vigilant in protecting the rights and freedoms of all.

**CAMERON SASAI**  
**MAYOR of the City of Pinole**



Dated: this 18<sup>TH</sup> day of February 2025



# PLANT POWERED PINOLE

a citizen-led coalition for a more  
peaceful and sustainable pinole



Plant Powered Pinole

PLANTPOWEREDPINOLE.COM

PLANTPOWEREDPINOLE@GMAIL.COM

@PLANTPOWEREDPINOLE

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# aboutPPP

Compassion and empathy begin with what we consume.

Our ancestors consumed animals and animal products out of necessity and largely in spiritual harmony with the nonhuman animals they bred, killed, or harvested offspring from.

In the 21st century we live amidst two truths:

- Human animals have less direct contact with the animals they consume or consume products from.
- There has been much innovation toward living a compassionate and plant-based lifestyle.

Animal products are now largely a waste of water and land, and are one of the biggest producers of green house gas emissions.



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*"We need a lot of imperfect  
vegans more than we need  
exclusively perfect vegans."*

— DR. ALKA ARORA  
ANIMAL ETHICS PROFESSOR



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# What do vegans eat?

## VEGANS DON'T EAT...

-  MEAT FROM ANY NONHUMAN ANIMAL INCLUDING MAMMALS, FOWL, & FISH
-  MILKS FROM NONHUMAN ANIMALS, INCLUDING LACTOSE FREE MILKS
-  EGGS FROM ANY ANIMAL
-  BAKED GOODS MADE WITH EGGS OR DAIRY
-  HONEY, GELATIN, OR BEESWAX

## VEGANS DO EAT...

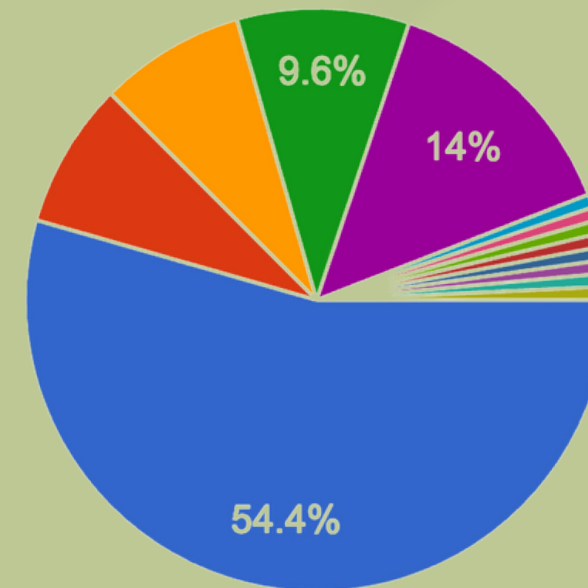
-  PLANT PROTEINS LIKE BEANS, TOFU, SEITAN, TEMPEH, MUSHROOMS, & PEAS
-  NON-DAIRY MILKS LIKE OAT, ALMOND, CASHEW, COCONUT, AND SOY
-  TOFU SCRAMBLES WITH NUTRITIONAL YEAST, BLACK SALT, AND CHICKPEA FLOUR
-  BAKED GOODS MADE WITH PLANT MILKS AND EGG REPLACEMENT LIKE BANANA, APPLESAUCE, OR PREMADE POWDERS
-  AGAR POWDER, CORNSTARCH, TAPIOCA STARCH



# The data

What is your current diet? (Select the option that best describes your typical dietary habits.)

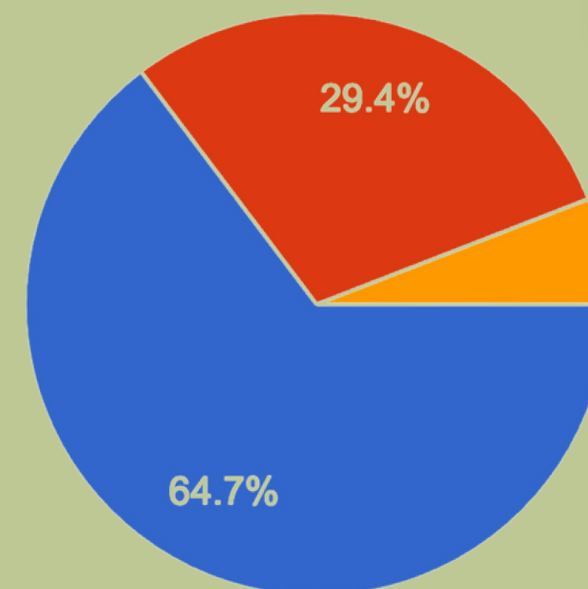
136 responses



- Omnivore (includes both plant and ani...)
- Pescatarian (includes fish but no other...)
- Vegetarian (no meat, may include dair...)
- Vegan/Plant-based (excludes all anim...)
- Mixed diet (e.g., occasionally avoids...)

Would the availability of more vegetarian and/or plant-based options at locally owned small businesses influence how often you eat there?

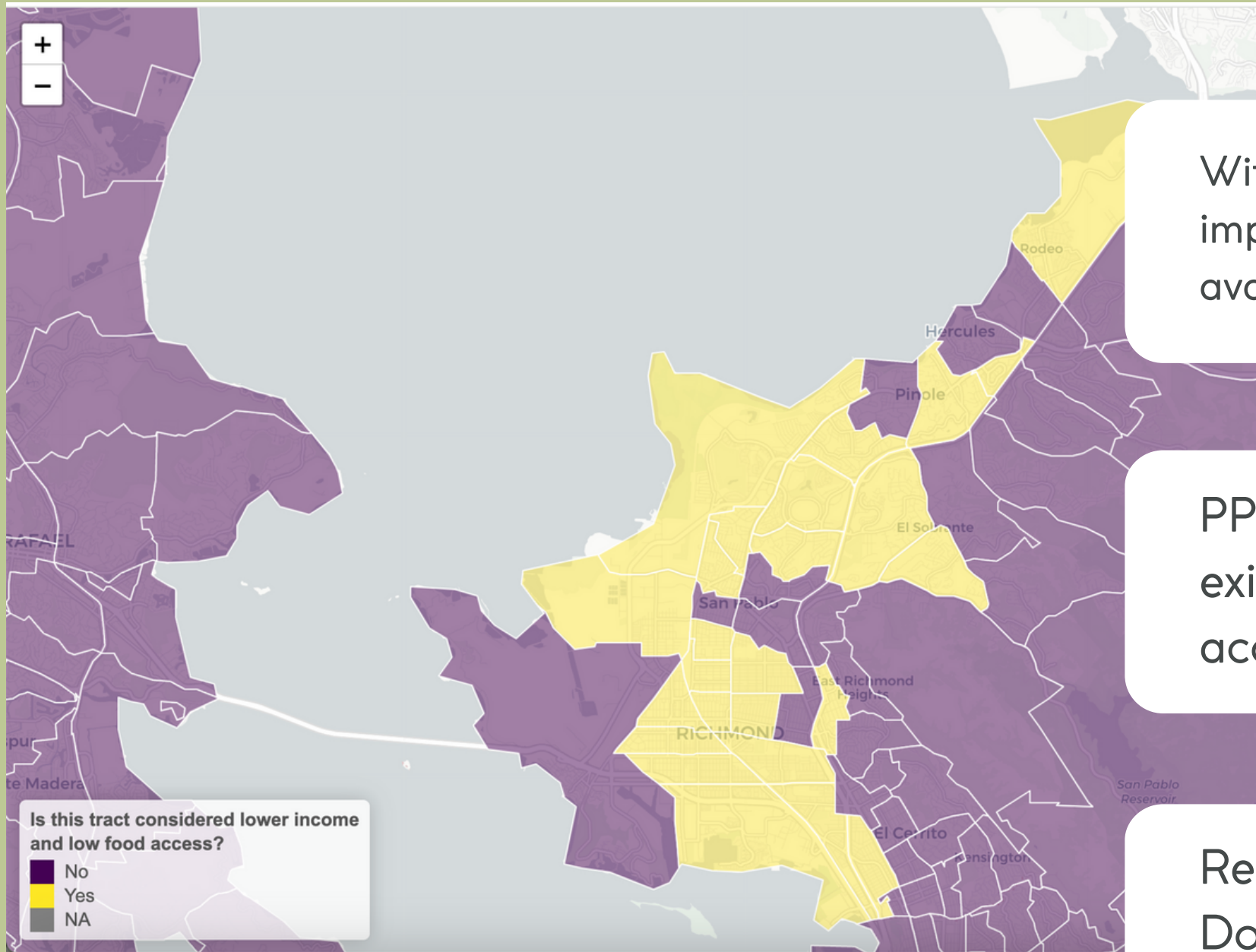
136 responses



- Yes
- No
- Not sure



# What could a compassionate city look like?



With parts of Pinole qualifying as having “low food access,” it is important to PPP that affordable, healthy options are readily available to the community, including vegetarian and vegan foods

PPP is working with local small businesses to name their existing vegan options, and gently begin to expand accessibility to healthy foods for all citizens.

Restaurants with vegan options gain visibility on apps like DoorDash, Happy Cow, and Yelp, and may save money in the long-run.



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# How can Pinole meet this need?

## FEATURING HOUSE MADE OFFERINGS

HOUSE PRETZEL    Already  
vegan!

house-made Bavarian style pretzel served with stone ground German dijon

POTATO CHIPS    Already  
vegan!

hand sliced potato dusted with house spice mix

EAST BAY FRIES    Vegan with just  
ketchup and no ranch

cut fresh, served with ketchup & ranch

SUMMER SALAD    Already  
vegan!

mixed greens, seasonal fruit, veggies and herb vinaigrette

FRIED CAULIFLOWER    Vegan without  
the aioli.

served with Meyer lemon and garlic aioli

## CHICKEN NUGGETS

brined fried chicken breast tossed in a hot honey citrus sauce

GRILLED BREAD TAPAS    Hummus instead of  
the dip would make  
it vegan!

Whipped feta & herb dip, seasonal stone fruit, olive melange and pickled veggies



# How can Pinole meet this need?

Pesto salad dressing is easy to make vegan - simply omit any dairy!

Dill mustard dressing - probably vegan!

Balsamic vinegar - definitely vegan!

Sandwiches and salads could benefit from having some vegetarian/vegan protein options like:

- beans (edamame, garbanzo, cannellini, butter, pinto, black, lentil, etc)
- tofu
- peas
- mushrooms

Hummus is also a great vegan replacement for creamy spreads like cream cheese.

| Sandwiches, Paninis, & Salads                                                                   |              |                                                                                                             |               |
|-------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------|---------------|
| Build-A-Sandwich 985                                                                            |              |                                                                                                             |               |
| (Includes mayo, mustard, tomato, cheese, lettuce & red onion)                                   |              |                                                                                                             |               |
| Breads                                                                                          | Meats        | Cheeses                                                                                                     | Add-Ons: 2.05 |
| Sourdough roll ✓                                                                                | Roastbeef    | Jack                                                                                                        | Cream Cheese  |
| Marble Rye ✓                                                                                    | Pastrami     | Swiss                                                                                                       | Avocado ✓     |
| Parmesan                                                                                        | Herb Chicken | Pepperjack                                                                                                  | Extra Meat    |
| Honey Wheat                                                                                     | Ham          | Cheddar                                                                                                     | Extra Cheese  |
| Dutch Crunch                                                                                    | Turkey       | American                                                                                                    |               |
| Croissant Roll                                                                                  | Tuna         | Provologue                                                                                                  |               |
|                                                                                                 | Salami       |                                                                                                             |               |
| Paninis                                                                                         |              |                                                                                                             |               |
| The Knife & Fork 12.30                                                                          |              | The Squirrel 12.30                                                                                          |               |
| Roast beef, Jack cheese, Red onions, Jalapeño, Mustard, Mayo, & Au Jus                          |              | Pesto, Mozzarella, Tomatoes, Fresh basil, Bacon, & Avocado                                                  |               |
| Reubenini 12.30                                                                                 |              | Beef Beariyaki 12.30                                                                                        |               |
| Pastrami, Swiss, Sauerkraut, Red Onions, Pickles, Pepperoncini, 1000 Island, & Brown Mustard    |              | Teriyaki sauce, Sliced carrots, Fresh cilantro, Jalapeños, Red onion, Jack cheese, & USDA Choice roast beef |               |
| Hot Chick 11.95                                                                                 |              | Cali Clubbin 12.30                                                                                          |               |
| Herb baked chicken, Bacon, Pepper Jack Cheese, Red onions, Chipotle aioli, Tomatoes, & Jalapeño |              | Turkey, Bacon, Swiss Cheese, Avocado, Tomatoes, Red onion, Pickles, Peppers, Chipotle aioli, & Mustard      |               |
| Hamore 11.95                                                                                    |              | Tuna Melt 11.95                                                                                             |               |
| Ham, Bacon, Cheddar cheese, Tomatoes, Red onions, Mayo, Dill mustard sauce, & Pickles           |              | Tuna, American cheese, Tomatoes, Red onions, Pickles, Mayo, & Mustard                                       |               |
| The Ricco 10.80                                                                                 |              |                                                                                                             |               |
| Pesto, Mozzarella, Tomatoes, & Basil                                                            |              |                                                                                                             |               |
| Gob Father 10.80                                                                                |              |                                                                                                             |               |
| Pesto, Turkey, Provologue, & Tomatoes                                                           |              |                                                                                                             |               |
| Salads                                                                                          |              |                                                                                                             |               |
| Garden Salad sm: 985 lg: 14.25                                                                  |              | Chicken Caesar Salad 14.25                                                                                  |               |
| Romain lettuce, Tomatoes, Onions, Cucumbers, Carrots, & topped with our house-made croutons     |              | Chicken, Romain lettuce, Parmesan cheese, house-made croutons, & our signature Caesar dressing              |               |
| Chef Salad 14.25                                                                                |              | SCW sm: 985 lg: 14.25                                                                                       |               |
| Garden salad with meat & cheese of your choice                                                  |              | Spinach, Cranberries, Walnuts, & topped with feta (pairs great with our house-made dill mustard dressing)   |               |
| Dressings: Ranch, Creamy pesto, Caesar, Dill mustard, 1000 Island, Balsamic vinegar             |              |                                                                                                             |               |
| *All made from scratch in-house!                                                                |              |                                                                                                             |               |

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Sugar

# Questions?



Reggie and Rufus



Ginsberg



Leroy





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# Contact details



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# CLEAN CALIFORNIA COMMUNITY DESIGNATION

Do you take pride in your community – and want to make it even better? Would you like your community to be recognized as a beautiful and clean place to live? Help the place you love become a Clean California Community! Caltrans has launched a new statewide designation to reward communities for their hard work in staying clean and beautiful.





# The Power of Clean & Beautiful Communities

## Better Physical Health

people spend more time recreating & exercising in clean, green and beautiful outdoor public spaces.

## Better Mental Health

litter can signal that people don't care, and having clean green spaces improves mental health.

## Stronger Local Economies

property values are enhanced, people shop more on main streets that are clean and well-kept, greater tourism opportunities.

## Safer Communities

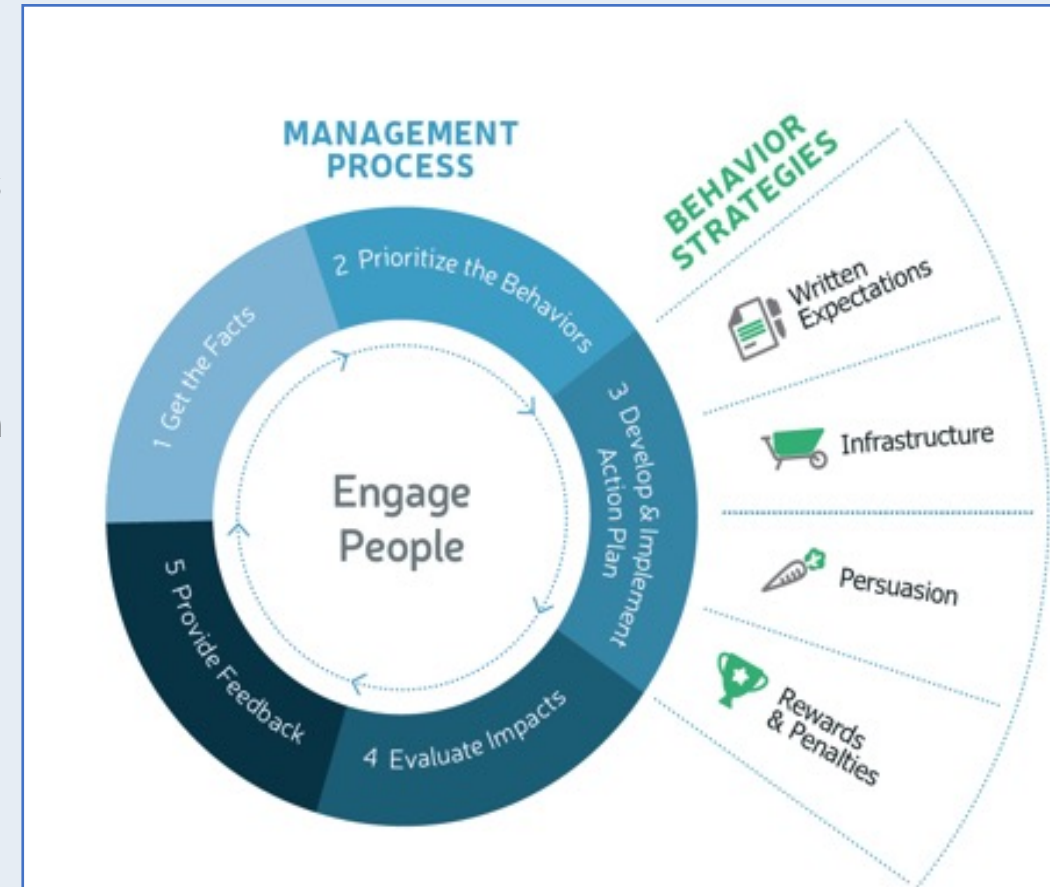
studies show a clear decrease in gun violence when public spaces are clean, green, and beautiful.

## More Engaged Citizens

volunteerism brings communities together and reduces the burden on public resources.

## Strong Sense of Community Pride

people want to be proud of their communities, which is made easier when a community is cared for.







# Community Designation Checklist

To attain designation, communities must meet at least 10 of these 15 criteria

## Sign the Pledge

Designate a community leader to e-sign the pledge. For a town, this could be a mayor; for an organization it could be the Executive Director, for a school it could be a principal, for a district a supervisor, and so on.

## Advisory Body

Establish an informal Clean CA committee or some other advisory body. This could also be an existing committee.

## Community Input

Get community input through a public meeting, survey, special event, virtual call or another means of gathering feedback from the public on your community's approach.

## Litter Assessment

Conduct an initial litter assessment to establish your baseline and identify litter hotspots in your community.

## Cleanups

Organize community cleanups. We recommend at least 4 each year, big or small.

## Measure Progress

Establish metrics and measure regularly to track your clean community's progress. Things to track include # of volunteers, # of cleanups, and pounds of litter removed.

## Community Education

Educate the broader public on the impacts and solutions to litter by providing signage, educational programs, or other public awareness & behavior change strategies.

## Youth Education

Provide K-12 educational programs to help inform anti-littering behaviors among the youngest generations. Communities can leverage the K-12 Clean CA educational resources to meet this requirement.

## Infrastructure

Place anti-littering infrastructure in key locations. This can include trash and recycling bins that are emptied regularly, or utilizing street sweeping to clean as you go.

## Enforcement

Establish policies, technologies or programs that prevent or deter future littering.

## Long-term Planning

Hash out a long-term plan or strategy to ensure the sustainability of your efforts so that your community stays clean.

## Greening & Beautification

Complement cleanups by implementing greening and beautification activities - plant trees, gardens or flower beds, or create public art to make your community more vibrant.

## Collection Drives

Schedule or host collection drives such as "dump days" or "amnesty days" for hard-to-recycle or bulky items like mattresses, e-waste, or household appliances.

## Partnerships

Engage local stakeholders and businesses to partner with you and support your campaign. We recommend partnering with at least 3-5 businesses.

## Cigarette Litter

Provide cigarette litter receptacles to help contain the most widely littered item on Earth.



# Designation Benefits

- Personalized signage
- Recognition on state websites, social media posts, and state-partnered media outreach
- Right to officially promote your community as a Clean California Community committed to the state's Zero Litter goal
- Priority access to national grant opportunities, educational materials, and volunteer cleanup kits (while supplies last) from Keep America Beautiful, a Clean California partner
- Membership Keep California Beautiful, a Clean California partner





# Steps to Community Designation

1



**Review the requirements.**

2



**Take the pledge.**

3



**Engage your community.**

4



**Complete 10 of the 15 criteria within one year.**



# RESOURCES FOR PLEDGED COMMUNITIES

**Thank you for taking the pledge and joining the Clean CA Designation Program!** Your commitment sets the stage for a meaningful year ahead as you work towards full designation. We're here to support you every step of the way. Below, you'll find valuable resources to guide your progress, including a detailed summary of the program, the designation criteria, social media toolkits, earned media materials, and more to help you achieve your designation. Together, we can make a lasting impact for a cleaner California.

**Let's get started!**

## **Resources**

Use these resources to reach your designation status.

## **Templates**

Templates to get the word out on what your community is doing.

## **Designation**

After meeting 10 out of 15 criteria, complete this form.

Take the pledge  
& learn more at

[www.cleanca.com/designation](http://www.cleanca.com/designation)

Contact us:

[designation@cleanca.com](mailto:designation@cleanca.com)  
[info@keepcabeautiful.org](mailto:info@keepcabeautiful.org)



**CITY COUNCIL MEETING  
MINUTES  
February 4, 2025**

**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 Sasai called the Regular Meeting of the City Council to order at 5:07 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**

Cameron Sasai, Mayor  
Anthony Tave, Mayor Pro Tem  
Norma Martinez-Rubin, Council Member  
Devin Murphy, Council Member\*  
Maureen Toms, Council Member  
\*Arrived after Roll Call

**B. STAFF PRESENT**

Kelcey Young, City Manager  
Roxane Stone, Deputy City Clerk  
Eric Casher, City Attorney  
Fiona Epps, Assistant to the City Manager

Deputy City Clerk Roxane Stone announced the agenda had been posted on January 31, 2025 at 10:30 a.m. with all legally required written notices. No comments had been received in advance of the meeting. A correction to the draft resolution for Item 12A had been distributed to staff, the City Council, posted on the City website and made available to the public in the Council Chambers.

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

**4. CONVENE TO A CLOSED SESSION:** None

*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.*

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

There was no 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.*

Rafael Menis asked the City Council to exercise its power under Section §54956.5 of the California Government Code to declare a State of Emergency in response to Elon Musk's attempted coup to gain control of the United States Government, through taking control of the Treasury Department, taking control of the systems for the Office of Professional Management and for attempting to violate the Constitution by destroying congressionally mandated departments without authority of law. Since this was a power beyond what the City could take on alone, he also asked the City in its declaration of a State of Emergency to invoke Government Code Sections §8680.9 and §8625, to request the aid of Governor Newsom in declaring a State of Emergency at the state level to address this issue. The ordinary systems of checks and balances that were supposed to mitigate the possibility of a coup were at the present time not functioning, with the Executive Branch defying judicial orders and with the legislative branch having decided to abdicate its responsibility to act as a check on the Executive Branch.

Therefore, Mr. Menis suggested due to the eminent threat to the health and safety of everyone in the City of Pinole, due to a rogue agent like Elon Musk taking control of the Department of Treasury and with the personal information of every person who had entered the federal government's Human Resources systems, the City of Pinole was currently in a State of Emergency and the City should pass a resolution to recognize this effect and call on the Governor to assist in the matter, which was beyond the ability of the City of Pinole to address on its own. He suggested the City had the power per Section §54956.0 of the California Government Code to declare a State of Emergency, as defined by this section which he read into the record.

Cheri Johansen agreed with Mr. Menis' request for the City to consider declaring a State of Emergency. She expressed concern with members of the community who were comprised of different ethnicities. She attended Mayor Sasai's celebration of his swearing-in as Mayor, was aware Pinole was culturally diverse, and based on what she had gathered on what was occurring on the national level, citizens were in grave danger of having their rights taken away. She hoped the City Council would consider Mr. Menis' request.



Mayor Sasai modified the meeting agenda with the City Council to consider Item 8. Recognitions/ Presentations/Community Events, B.1 Presentations at this time.

## **8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS**

### **B. Presentations**

1. Presentation from the Contra Costa County Community Awareness Emergency Response Organization (CAER)

Assistant to the City Manager Fiona Epps introduced members of the Contra Costa County Community Awareness Emergency Response Organization (CAER) that included Executive Director Tony Semenza and Executive Assistant Lori McDonald, who provided a PowerPoint presentation on CAER. CAER had been organized in 1987 and was comprised of safety and emergency response professionals who worked with the Contra Costa County Health Services Department and formed a Community Notification Committee to provide recommendations on a county-wide Community Warning System (CWS).

An overview of CAER's efforts and activities was highlighted including the formation of a number of CAER Action Teams that supported people operating in the fields of public affairs, safety, communications, industrial hygiene, emergency management, fire, security and outreach. The teams shared and learned from each other and created opportunities to support and work with agencies and communities. CAER's core objectives, Mission Statement, and major accomplishments were highlighted.

In response to questions from the City Council, Mr. Semenza and Ms. McDonald clarified the following:

- CAER was funded as a non-profit with its membership from industry, agency and different cities who paid dues to belong to the CAER organization. Dues were used to fund the Action Teams, a full-time Executive Assistant and part-time Executive Director. (Toms)
- CAER grant opportunities included applications from schools, senior centers, cities and different companies/organizations, not just non-profits. CAER provided funds for emergency equipment, different types of drills or the stock pile of emergency equipment. Additional information on grant opportunities could be provided to the City Council via email. Over the past several years, CAER provided over a quarter million in funds to different organizations. (Murphy)
- Some cities in Contra Costa County had direct membership with CAER. Cities were charged less than \$1,000 to be a member of CAER. Benefits of membership included attending safety summits, working with a city or organization on emergency preparedness, training staff on the CWS and its use and what to do in the event of an emergency, as examples. (Murphy)
- CAER's Mentorship Program involved younger people looking for a career in fire services or emergency preparedness, as examples. Those individuals were invited in, worked with CAER, and the program worked well.

When the individual graduated high school or college, they could move forward to available fire service or emergency services programs. (Murphy)

- Acknowledged interest in finding ways to partner with CAER. (Mayor Pro Tem Tave)
- Clarified again the CAER grant opportunities where CAER allotted anywhere from \$10,000 to \$15,000 for grants each year, and if only a few members applied, the grants may be increased but the highest range for an individual grant so far was \$2,000. (Martinez-Rubin)
- The CWS was currently an opt-in system with CAER recommending an opt-out system where everyone was included and had the option to opt-out, but the only way to get the information at this time was to opt-in and register one's phone number with the CWS. Information would be provided either over the telephone or via text. (Martinez-Rubin)
- Between 50 to 60 percent of residents in Contra Costa County had opted-in to the CWS. CAER would like to see a much higher number but it was difficult to get people to opt-in. Information on the percentage of Pinole residents who opted-in to the CWS could be provided to the City Council at a later date. (Martinez-Rubin)

#### PUBLIC COMMENTS OPENED

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

#### PUBLIC COMMENTS CLOSED

Mayor Sasai thanked CAER for the presentation. He looked forward to additional information in the future.

The City Council moved to Item 8A.1 at this time.

#### **A. Proclamations**

##### **1. Black History Month**

The City Council read into the record a proclamation recognizing the month of February as Black History Month with the proclamation presented to James Andrew Harris II, who thanked the City Council for the proclamation. He suggested his late father Pinole resident James Andrew Harris, a groundbreaking nuclear chemist who helped to discover two previously unknown elements while working at Lawrence Berkeley National Lab, would be thrilled to see this proclamation since he was an advocate for diversity, education, inclusiveness and bringing everyone together. He too was thrilled with the proclamation and shared his history when he moved to Pinole in 1971 when the City had been predominantly white as compared to its current diversity. What he loved about Pinole was that it diversified naturally and everyone got along. He also shared some history of his father's career at Lawrence Berkeley National Lab, a high-level quasi-government entity doing heavy research on all sorts of topics, his work as an advocate for diversity in science and who had traveled to motivate young people from different races who were interested in science.



Mr. Harris also provided the background of his mother Helen Harris a former long-time instructor at Contra Costa College. He added that additional information about his father was available on the Internet.

#### **PUBLIC COMMENTS OPENED**

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

#### **PUBLIC COMMENTS CLOSED**

The City Council returned to Item 7. Reports & Communications.

### **7. REPORTS & COMMUNICATIONS**

#### **A. Mayor Report**

##### **1. Announcements**

Mayor Sasai hoped everyone had a great January and he wished everyone a Happy Lunar New Year and Black History Month. He reported he had attended the West County Mayors' and Supervisors' Association meeting, which included an update of the Countywide Transportation Plan from the Contra Costa Transportation Authority (CCTA), and reported he could make copies of the presentation available via email. He had also attended the West Contra Costa Transportation Advisory Committee (WCCTAC) meeting, which included the election of officers. He also took the opportunity to express his appreciation to the City Manager and City staff for the productive Council Retreat held on February 1 and 2, 2025, and he looked forward to holding an annual Council Retreat.

Mayor Sasai added the City had been notified this date that Safeway intended to close its store in the Appian-80 complex, with staff gathering additional information and communication with the property owner. An update would be provided to residents once more information was available. He was cautiously optimistic this closure would open the door to new possibilities and reported the property owner had indicated they still planned to have a grocery store at the site. He understood this was a sensitive topic for some and the City would provide assistance by pointing employees to available resources. He reminded everyone the City had a variety of amazing grocery stores including small businesses and he recognized the work of staff to retain existing businesses and welcome new businesses to Pinole. He also referenced the adoption of the Economic Development Strategy in 2022 and the goals of that plan. Residents were encouraged to contact staff and the City Council with any questions.

Mayor Sasai invited everyone to the Pinole Valley Park Soccer Field Grand Re-Opening on February 2, 2025 from 9:00 a.m. to 12:00 p.m.

#### **B. Mayoral & Council Appointments: None**

#### **C. City Council Committee Reports & Communications**

Council member Martinez-Rubin reported she had attended the League of California Cities Revenue and Taxation Policy Committee meeting and briefed the City Council on the discussions. She also wished everyone a Happy Valentine's/Friendship Day.

Mayor Pro Tem Tave reported he had attended the Council Retreat and thanked his colleagues for considering all ideas and vision for the City of Pinole. He acknowledged that roads had been at the forefront of the discussions. He had also attended a meeting of RecycleMore and provided the background of Senate Bill (SB) 244, the Right to Repair Act, and announced that RecycleMore along with other agencies would host a Repair Workshop. The next no-cost workshop was scheduled for March 22, 2025 at 7007 Moeser Lane, El Cerrito, and he highlighted the items that could be brought to the workshop. He encouraged everyone to participate.

Council member Murphy thanked the City Manager and City staff for the Council Retreat. He appreciated the discussions on sustainability, resilience, the condition of City roads and issues that were pertinent to City residents. He also provided an update on Marin Clean Energy's (MCE's) focus in 2025 on its Strategic Plan as it related to energy services, affordability for residents and more grant funding. He briefed the City Council on MCE's latest Executive Board meeting with a discussion of MCE's budget. Residents were encouraged to remain involved, with more information on the MCE website.

Council member Murphy also looked forward to celebrating Black History Month including attending the Pinole Valley High School African-American Student Union Black History Jubilee scheduled for February 15, 2025. The event would be open to the public, attendees were asked to purchase tickets, which helped to continue the tradition of the event each year.

Council member Toms reported she had attended the League of California Cities Housing, Community and Economic Development Policy Committee meeting and briefed the City Council on the presentations; attended the Council Retreat also thanking City staff for all of the hard work putting the retreat together, and appreciated the City Council discussions on priorities. She had also attended the Crab Feed sponsored by the Rotary Club who honored Police Officer of the Year Amy Eubanks.

#### D. Council Requests for Future Agenda Items

#### PUBLIC COMMENTS OPENED

Rafael Menis requested the City Council consider declaring a State of Emergency for the reasons outlined during public comment. He asked whether the request could be considered at this meeting or as a future agenda item. He asked the City Attorney to provide direction on the City declaring a State of Emergency pursuant to State law.

#### PUBLIC COMMENTS CLOSED

Mayor Sasai reported the request would be followed-up with Mr. Menis after the meeting.

#### E. City Manager Report / Department Staff



City Manager Kelcey Young reported the new Chief of Police Melissa Klawuhn would start employment with the City starting March 3, 2025, and would be introduced to the City Council on March 4, 2025 with a formal swearing-in ceremony. The new Public Works Director/City Engineer had tentatively been scheduled to start employment with the City on March 3, 2025. She planned to attend the California ICMA City Manager's Conference from February 5-7, 2025 and she would be available via email and text but not available for office hours this week.

City Manager Young also reported her office hours would be extended the week of February 10-14, 2025 from 3:00 to 5:00 p.m., and she invited any community members with questions to email her or contact her office. She thanked the Public Works Department for its hard work to prevent flooding in the City and the Public Works Department and Community Services Director for ensuring that all the trees at Fitzgerald Park had been maintained.

City Manager Young also thanked City staff for all of their hard work to prepare for the Council Retreat and the City Council for its hard work and transparency. She looked forward to seeing those efforts move forward into the budget season.

#### PUBLIC COMMENTS OPENED

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

#### PUBLIC COMMENTS CLOSED

F. City Attorney Report: None

#### PUBLIC COMMENTS OPENED (Items 7D through 7F)

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

#### PUBLIC COMMENTS CLOSED

### 9. CONSENT CALENDAR

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

- A. Approve the Minutes of the Regular City Council Meeting on January 21, 2025.
- B. Receive the January 18, 2025 – January 31, 2025 – List of Warrants in the Amount of \$855,476.31 and the January 31, 2025 Payroll in the Amount of \$506,241.03
- C. Adopt a Resolution Approving Side Letter Agreement to the Memorandum of Understanding Between the City and AFSCME Local 1 to Amend Article II – Recognition and Attachment A – Salary Schedule. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**

- D. Resolution Designating Hinderliter de Llamas & Associates as Consultant Authorized to Examine Transaction and Use Tax Records. **Action: Adopt a Resolution per Staff Recommendation (Eric Casher, Markisha Guillory)**
- E. Approve the 2025 Council Committee Assignment List **Action: Approve the 2025 Council Committee Assignment List (Heather Bell)**

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

**ACTION: Motion by Mayor Pro Tem Tave/Council member Murphy to adopt Consent Calendar Items 9A through 9E, as shown.**

|              |                 |                                                  |
|--------------|-----------------|--------------------------------------------------|
| <b>Vote:</b> | <b>Passed</b>   | <b>5-0</b>                                       |
|              | <b>Ayes:</b>    | <b>Sasai, Tave, Martinez-Rubin, Murphy, Toms</b> |
|              | <b>Noes:</b>    | <b>None</b>                                      |
|              | <b>Abstain:</b> | <b>None</b>                                      |
|              | <b>Absent:</b>  | <b>None</b>                                      |

**10. PUBLIC HEARINGS:** None

**11. OLD BUSINESS:** None

**12. NEW BUSINESS**

- A.** Increase City Council Training and Travel Budget by \$38,750. **Action: Discuss and Provide Direction (Heather Bell)**

City Manager Young presented the staff report dated February 4, 2025, and recommended the City Council consider the request to increase the City Council Training and Travel Budget.

Responding to questions from the City Council, City Manager Young clarified:

- Just over \$35,000 had previously been cut from the staff training budget. (Toms)
- The current City Council Training and Travel Budget had been shown in the staff report. Funds not used would roll back into the General Fund. Increasing this budget, as requested and as detailed in the staff report would allow for City Council travel and training and did not have to be just for the attendance at the National League of Cities (NLC) and Civic Well Conferences, as outlined in the staff report. (Murphy, Mayor Sasai)

PUBLIC COMMENTS OPENED

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



## PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin noted the Mayor and Council member Murphy offered and seconded the motion for discussion and given they were most interested in further enhancing the City Council Training and Travel Budget, she asked how travel to other conferences would support the City of Pinole, how the conference content in which they were interested in attending; i.e. Civic Well and NLC Conferences, would inform policy development and decision making on the City Council. She commented that one of the benefits of attending state, regional, local or national conferences was the networking aspect with the presumption that could lead to something that could be readily used. In this case, and speaking of this fiscal year, she would like to know how attendance at these conferences would readily apply to the planning and discussions about the activities and initiatives that were currently needing to be completed in this fiscal year and for Pinole residents.

Mayor Pro Tem Tave spoke in response to the questions raised by Council member Martinez-Rubin and noted that networking, understanding policy and what was happening in other cities would be unknown unless someone was sitting in a Council seat. The League of California Cities Conferences were used to bounce off ideas with Council members and others, and he offered examples on how good feedback was provided on certain topics that could be brought back to the Council. It was important for Council members to utilize those conferences as a networking opportunity and learning experience, similar to the City Manager attending the upcoming ICMA Conference. He suggested the current conversation was about expanding that network and bringing more information into the City. On a national level, it may be more difficult since different states and counties had different rules, but creativity would come from that and he encouraged his colleagues to consider those benefits, particularly for those Council members who may not have had that experience.

Mayor Sasai commented the different committees and policy institutes offered value in balancing off ideas from regional partners, such as the League of California Cities where many were dealing with the same issues as the City of Pinole. Cities of similar size as Pinole also offered opportunities to ask questions about what was done in those communities and he offered examples, such as how to generate revenue and deal with structural deficits. The increase in the budget would allow a Council member to get more into the policy issues the City of Pinole could learn from, and the different training opportunities were an investment in the City Council in terms of how each member could better himself/herself to be the best elected representative to serve the City of Pinole.

Mayor Sasai also suggested it would also set up success for future Councils. From an equity lens, he wanted to ensure all members of the Council had the opportunity to travel, have training and have that access. Having spoken to some past Council members, oftentimes the cost of attendance for some conferences had come out of pocket of the Council member, which would impact those with a lower income or those who may be a single parent, as examples, and suggested it was not right for them to pay out of pocket for travel and training that would enrich that Council member as a public servant and policy maker. He supported the request to amend the budget, as shown.

Council member Murphy thanked staff for prioritizing the item on the agenda.

Council member Murphy commented in the past he had requested presentations about the NLC and Civic Well and staff had produced those presentations and there had been a number of services and benefits staff members from those organizations had produced. He encouraged any Council member who had questions about the benefits of the organizations or their conferences to check on those presentations. He noted that he and Council member Toms had attended Civil Well conferences and he urged his fellow Council members to take advantage of those opportunities.

Council member Toms explained that she had voted no to bring the item forward as a future agenda item because she was troubled by having this brought in out of sequence, without a discussion of the total budget. The City Council reviewed the total budget with quarterly updates, and she suggested this request should be reviewed in context of the total budget. She had clarified to others in the past that future agenda items diverted staff from doing their regular work and they had to prepare something new. For this current fiscal year, the City Council had gone into the reserves and made cuts across the board to other City Departments, including reducing the training budgets for employees who did not have the ability to attend training staff needed to implement the work the City Council was directing be done. She was bothered by that since not only had the Council travel expenses been cut, an increase almost three times the original budget was being requested in a year where the City had a structural deficit and when the City Council should not be increasing its expenses. The budget currently allowed attendance at League of California Cities Policy Committee meetings and East Bay Cal Cities meetings.

Council member Toms commented that most of her attendance at Civic Well conferences had been covered with some out-of-pocket expense but that was not something she would do each year. She noted there were plenty of webinars available through the League of California Cities and there were free legislative updates. She also suggested they did not have the issue where someone had to arrange for childcare or other issues on the current City Council. In a fiscal year where the City Council had gone into the reserves, she found it reckless for the City Council to increase its budget.

Mayor Sasai appreciated the mindfulness of the fiscal year, where they were in the budget process and reductions in the travel and training budget for City staff; however, he had tried to register for the NLC for this year but the budget would not cut it and he did not have any personal capacity to attend the conference at this time, which was the reason for the increase in budget request. He commented that if Council members did not fully use their portion of the travel and training budget, they did not have to, which was the same policy for the Council stipend, with those funds to return to the General Fund.

Mayor Pro Tem Tave understood the increase would be shared amongst the Council and if for whatever reason he did not attend a particular conference, his portion of the budget would be able to be transferrable to others, but City Manager Young stated the program was not currently set up that way.

Mayor Pro Tem Tave asked when the funds would go back to the General Fund, to which City Manager Young explained the unused funds would go back to the General Fund at the end of the fiscal year.



Council member Martinez-Rubin appreciated the gained perspective when she attended conferences and she loved to support something but Councils should keep top of mind fiscal prudence and stewardship of the public's funds. She suggested that fiscal discipline applied to Council members since the Council served as role models in a way to how well they managed the City's limited funds at the beginning of the year, which were not allotted willy nilly, and there was a process to get to an adoptable budget.

Council member Martinez-Rubin pointed out at the beginning of fiscal year 2024/25, the City Council adopted a budget with each Council member to have \$4,200 for travel and training and Council members were mindful and responsible to recognize that was what was available to each member in the fiscal year. While budget adjustments could be made, she could not support the requested increase in budget and rather would like to see the City Council keep the allotment it had at the beginning of the fiscal year. She noted that not only the Council was limited in its funding to attend conferences but staff did not have the professional development and training since the City Council cut those funds to allow a structurally balanced budget in Fiscal Year 2024/25.

Council member Martinez-Rubin suggested if the budget increase was approved, it would be an increase of \$38,750, as estimated by staff and 32 percent of the Council budget, which would be a consideration when planning for the next fiscal year. That amount could be used for activities currently in process that remained to be completed. She was aware the Mayor thought differently about the funds and attendance at the conferences but suggested the Mayor was smart enough to recognize what it meant when a Council was requesting an increase in its budget when there had been cuts in other areas in the same fiscal year, which did not sit right with her and other members of the public.

Council member Martinez-Rubin suggested that if not able to attend a conference there were other ways to get that information, much of it available online about organizations that could be brought back to the entire City Council for discussion. She asked the Mayor to consider the comments and how his desire to attend unfunded conferences would reflect overall on the City Council and the impacts of requesting additional funds for a training budget for the City Council when the training budget for staff had been diminished in the same fiscal year and she asked that the impact on staff morale be taken into account.

Mayor Sasai appreciated the passion on the subject and hoped the comments were heard on the Council, staff and the public. He reiterated if members of the Council did not want to use the increased amount of the budget it would go back directly into the General Fund.

Mayor Pro Tem Tave commented the City Council had considered budget cuts for a structurally balanced budget but there was a benefit to this request and this City Council, in his opinion, valued training. He suggested when moving forward to consider mid-year adjustments, the City Council should consider whether to reinstate funds for staff training, and he encouraged staff to look at its training budget and bring that back for Council consideration.

Mayor Sasai agreed and noted this was a training budget, an opportunity for the elected representatives to learn, network and come back as a better elected representative for the City of Pinole.

Deputy City Clerk Stone reported public comment had come in after the public comment period had been closed.

Mayor Sasai allowed the public comment at this time.

Anthony Vossbrink, speaking on behalf of himself and other seniors, suggested this rogue move by certain City Council members who had collaborated on this request was at this point in time wrong given the fiscal budget situation, state of the economy and the unknowns moving forward with the new Presidential Administration. He found an increase of 300 percent and up to \$39,000 per year was fiscally irresponsible and there were other projects on the drawing board that had not moved forward. He stated the community was concerned for streets, street light outages, pot hole repair, traffic calming signs, recyclable trash bins and the like, and he echoed the concerns expressed by other members of the City Council. He asked whether the City Manager had provided any feedback and suggested a 50 percent increase would feel better than a 300 percent increase and some of that increase should go to staff, Directors, Managers and associates for their training and travel. He asked about the percentage going to travel versus training and asked whether the Council would be held accountable. He also asked what the City of Hercules provided for Council training and travel as part of its budget.

Mayor Sasai closed public comment.

Mayor Sasai recognized costs had increased for both travel and training.

Council member Murphy offered a motion, seconded by Mayor Pro Tem Tave to approve a resolution to increase the City Council Training and Travel Budget by \$38,750.

On the motion, Mayor Sasai acknowledged there was disagreement on this issue but if a Council member did not feel comfortable using the increase in the budget, the funds would go back to the General Fund. He looked forward to having more discussions about this topic during the budget season as well.

Council member Martinez-Rubin commented on the differences between want and need and wondered if the vote reflected a want or a need on the part of the Council members.

**ACTION: Motion by Council members Murphy/Mayor Pro Tem Tave to approve a resolution to increase the City Council Training and Travel Budget by \$38,750.**

|              |                 |                             |
|--------------|-----------------|-----------------------------|
| <b>Vote:</b> | <b>Passed</b>   | <b>3-2</b>                  |
|              | <b>Ayes:</b>    | <b>Sasai, Tave, Murphy</b>  |
|              | <b>Noes:</b>    | <b>Martinez-Rubin, Toms</b> |
|              | <b>Abstain:</b> | <b>None</b>                 |
|              | <b>Absent:</b>  | <b>None</b>                 |

Council member Toms asked how other expenses were coming out of the City's General Fund to pay for Council expenses. As an example, if a Council member wanted to attend Cal Cities meetings or the Mayors' Conference or Crab Feed, she offered a motion that those incidental items also come out of the budget since it would come out of the General Fund.



Council member Toms explained there had been plenty of times she had attended the Mayors' Conference and saw a name tag for someone to attend but that person did not show up. The same thing where the City paid for Crab Feeds and some people did not show up and she had seen it time and time again. She suggested that would be one small way they could tighten up what had just been adopted.

Mayor Sasai asked whether that fit under the scope of the agenda item.

City Attorney Eric Casher understood the motion was a clarification on the use of the newly-allocated funds and Council member Toms commented the allocated funds included all other items that were paid for such as Cal Cities, Mayors' Conference, Crab Feeds and other events that Council members attended, which would come out of that fund. She suggested people would be more mindful about confirming attendance if it came out of their personal allotment.

City Attorney Casher thanked Council member Toms for the clarification, however the agenda item was for an increase to the travel and training budget and a discussion about the budget more broadly and the language in the resolution talked about the use of the funds for travel and training, and if there was an interest in having further clarification, that motion could be entertained.

Council member Toms restated her motion that other expenses including, but not limited to, Mayors' Conference, Cal Cities events and dinners, and special events for Council members also come out of the City Council Training and Travel Budget.

On the motion, Council member Martinez-Rubin commented the language "out of the individual allotment" of the Council members should be included since the increase at this point would not all be used. She noted any travel or events associated with the Council members representation as a Council member of the City of Pinole should come out of their individual allotment.

Mayor Toms accepted the amendment to her motion.

Further discussing the motion, Mayor Pro Tem Tave commented that Crab Feeds, as an example, benefitted the Pinole Rotary Club and the community at-large and he asked if the intent was for an accounting of that budget.

Council member Toms sought more thought in confirming attendance at various events.

Mayor Pro Tem Tave understood events such as the Mayors' Conference and Cal Cities meetings could be slotted in but he was troubled including non-profits.

Council member Toms commented that several community members had commented on empty seats. She reiterated since the vote to increase the budget, the ticket for that event should come out of the allotment for each Council member. She again suggested that Council members would be more mindful of reserving attendance at an event if it came out of that member's allotment.

Mayor Pro Tem Tave understood the accounting but did not want the Council to get into a name and shame type of environment and while he understood the reason for the accounting for budget purposes, he noted the number may go down if there was that accounting.

City Manager Young clarified the events currently came out of the General Fund. There were a few line items for events. If the motion moved forward, she suggested there would be an accounting exercise but it would be a particular set amount having to do with the Council budget and viewed from that perspective as opposed to other events.

Council member Murphy did not support the motion. While he acknowledged Council members had a responsibility to show up for events and there were absences on occasion from some events because of overbooking or the need to attend as many events as possible in the community, he stated there were usually excused absences. He encouraged the City Council to continue to do what it was doing and suggested they were doing it right, and the original item was an opportunity for the Council to continue its work.

Council member Martinez-Rubin suggested the motion would not only be an accounting exercise but an accountability practice and not address the matter of an absence so much as the cost incurred due to an absence. She recognized part of the role of the Council was to be out there amongst the community but at the same time Council members had to recognize the limitations of available funding. She suggested the recommended motion would help in that regard.

Mayor Pro Tem Tave recognized the accountability portion and recognized the expectation for the entire Council to attend some community events, and asked if there was a way to look back and have an idea of what that could be, which could be provided in a memorandum form, particularly as they planned out the rest of the fiscal year.

City Manager Young advised that would be challenging since staff was not always at those events and taking attendance; however, staff could pull together what had been spent and what not participating would have cost the City. She clarified that for the Mayors' Conference, as an example, staff was not always in attendance. Council members were asked to R.S.V.P. with the expectation the Council member would attend the events. Oftentimes, staff declined to attend certain events if that budget had already been allocated for Council members, and staff may not have awareness of the Council attendance at some of those types of events where it would be aware at City of Pinole events. She stated it was up to Council members to be good stewards of the tax dollars and keep track of attendance.

**ACTION: Motion by Council members Toms/Martinez-Rubin that other expenses, including but not limited to, Mayors' Conference, Cal Cities events and dinners, special events for Council members, come out of the individual allotment of the Council members in the City Council Training and Travel Budget.**

|              |                 |                             |
|--------------|-----------------|-----------------------------|
| <b>Vote:</b> | <b>Failed</b>   | <b>2-3</b>                  |
|              | <b>Ayes:</b>    | <b>Martinez-Rubin, Toms</b> |
|              | <b>Noes:</b>    | <b>Sasai, Tave, Murphy</b>  |
|              | <b>Abstain:</b> | <b>None</b>                 |
|              | <b>Absent:</b>  | <b>None</b>                 |

Deputy City Clerk Stone reported there was additional public comment on this item.

Mayor Sasai allowed for additional public comment at this time.

Rafael Menis commented he would have liked to have made his comments prior to the vote on the item. He suggested in the future and during the budget cycle, the Council should reconsider this idea since it would be worthwhile to not just have funds for events to come from the General Fund as a whole, but have the funds be allocated to a particular Council member, which would be clearer. In the future, as an accountability measure and as part of the budget cycle, he again suggested it would be worthwhile to revisit the proposed motion even though it did not pass at this time.

The City Council returned to Item 7.C to allow Council member Murphy to provide additional City Council Committee Reports & Communications.

Council member Murphy reported he had been contacted by the Senior Field Representative for Congressman John Garamendi, who announced a Telephone Town Hall would be held on February 5, 2025 at 6:00 p.m. to address some of the work Congressman Garamendi was doing to support his constituents, with every resident of the 8<sup>th</sup> Congressional District invited to participate, with additional information at [www.garamendi.house.gov](http://www.garamendi.house.gov).

**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.

**14. ADJOURNMENT** to the Regular Meeting of February 18, 2025 in Remembrance of Amber Swartz.

At 6:56 p.m., Mayor Sasai adjourned the meeting to the Regular City Council Meeting of February 18, 2025 in Remembrance of Amber Swartz.

**Submitted by:**

---

**Heather Bell, CMC**  
**City Clerk**

**Approved by City Council:**





City of Pinole, CA

9B

# WARRANT LISTING

By Vendor Name

Payment Dates 2/1/2025 - 2/14/2025

| Payable Number                                            | Payment Number | Payment Date | Account Number | Description (Payable)                          | Amount           |
|-----------------------------------------------------------|----------------|--------------|----------------|------------------------------------------------|------------------|
| <b>Vendor: 4LE00 - 4LEAF, INC.</b>                        |                |              |                |                                                |                  |
| J0605-24J                                                 | 106580         | 02/07/2025   | 212-462-42101  | PLAN REVIEW OCTOBER 2024                       | 325.00           |
| J0605-24K                                                 | 106580         | 02/07/2025   | 212-462-42101  | PLAN REVIEW DECEMBER 2024                      | 997.91           |
| <b>Vendor 4LE00 - 4LEAF, INC. Total:</b>                  |                |              |                |                                                | <b>1,322.91</b>  |
| <b>Vendor: 2868 - ALL BAY REFRIGERATION</b>               |                |              |                |                                                |                  |
| 9024                                                      | 106626         | 02/14/2025   | 209-552-42107  | CONDENSER PLUGGED PSC                          | 180.00           |
| 9031                                                      | 106626         | 02/14/2025   | 209-552-42107  | DRAIN FROZEN AND OTHER REPAIRS PSC             | 327.00           |
| <b>Vendor 2868 - ALL BAY REFRIGERATION Total:</b>         |                |              |                |                                                | <b>507.00</b>    |
| <b>Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC</b>       |                |              |                |                                                |                  |
| 8945C                                                     | 106627         | 02/14/2025   | 100-345-42108  | PEST CONTROL TWICE PER MONTH FERNANDEZ AND PVR | 375.00           |
| <b>Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:</b> |                |              |                |                                                | <b>375.00</b>    |
| <b>Vendor: ATT01 - AT&amp;T</b>                           |                |              |                |                                                |                  |
| 000022919458                                              | 106581         | 02/07/2025   | 525-118-43101  | PHONE PD                                       | 703.17           |
| <b>Vendor ATT01 - AT&amp;T Total:</b>                     |                |              |                |                                                | <b>703.17</b>    |
| <b>Vendor: BAX00 - BADGE FRAME, INC.</b>                  |                |              |                |                                                |                  |
| 935222                                                    | 106628         | 02/14/2025   | 100-222-42201  | PERPETUAL PLAQUES AND NAME BADGE               | 262.24           |
| <b>Vendor BAX00 - BADGE FRAME, INC. Total:</b>            |                |              |                |                                                | <b>262.24</b>    |
| <b>Vendor: BAR40 - BARRY EVANS STUDIO</b>                 |                |              |                |                                                |                  |
| 9962                                                      | 106582         | 02/07/2025   | 100-221-42514  | PHOTOS OFFICER OF THE YEAR EUBANKS             | 54.88            |
| <b>Vendor BAR40 - BARRY EVANS STUDIO Total:</b>           |                |              |                |                                                | <b>54.88</b>     |
| <b>Vendor: BAY01 - BAY AREA AIR QUALITY</b>               |                |              |                |                                                |                  |
| T182601                                                   | 106629         | 02/14/2025   | 500-641-44304  | RENEWAL PERMIT 04/01/25-04/01/26 WPCP          | 25,375.00        |
| <b>Vendor BAY01 - BAY AREA AIR QUALITY Total:</b>         |                |              |                |                                                | <b>25,375.00</b> |
| <b>Vendor: 1074 - BAY FRONT CHAMBER OF COMMERCE</b>       |                |              |                |                                                |                  |
| 2025-03                                                   | 106630         | 02/14/2025   | 100-116-42504  | WEST CONTRA COSTA CAREER FAIR SPONSORSHIP      | 500.00           |
| 2025-03                                                   | 106630         | 02/14/2025   | 100-466-42403  | WEST CONTRA COSTA CAREER FAIR SPONSORSHIP      | 500.00           |
| <b>Vendor 1074 - BAY FRONT CHAMBER OF COMMERCE Total:</b> |                |              |                |                                                | <b>1,000.00</b>  |
| <b>Vendor: 2835 - BENEFIT COORDINATORS CORPORATION</b>    |                |              |                |                                                |                  |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-110-41002  | DENTAL AND VISION BENEFITS                     | 261.20           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-110-41003  | DENTAL AND VISION BENEFITS                     | 64.40            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-111-41002  | DENTAL AND VISION BENEFITS                     | 236.40           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-111-41003  | DENTAL AND VISION BENEFITS                     | 48.30            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-112-41002  | DENTAL AND VISION BENEFITS                     | 382.80           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-112-41003  | DENTAL AND VISION BENEFITS                     | 48.30            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-113-41002  | DENTAL AND VISION BENEFITS                     | 127.60           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-113-41003  | DENTAL AND VISION BENEFITS                     | 16.10            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-115-41002  | DENTAL AND VISION BENEFITS                     | 364.00           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-115-41003  | DENTAL AND VISION BENEFITS                     | 48.30            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-116-41002  | DENTAL AND VISION BENEFITS                     | 229.20           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-116-41003  | DENTAL AND VISION BENEFITS                     | 48.30            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-221-41002  | DENTAL AND VISION BENEFITS                     | 2,104.40         |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-221-41003  | DENTAL AND VISION BENEFITS                     | 338.10           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-222-41002  | DENTAL AND VISION BENEFITS                     | 542.40           |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-222-41003  | DENTAL AND VISION BENEFITS                     | 80.50            |
| BOGROC                                                    | 106631         | 02/14/2025   | 100-223-41002  | DENTAL AND VISION BENEFITS                     | 1,084.80         |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                                 | Payment Number | Payment Date | Account Number | Description (Payable)                   | Amount    |
|----------------------------------------------------------------|----------------|--------------|----------------|-----------------------------------------|-----------|
| BOGROC                                                         | 106631         | 02/14/2025   | 100-223-41003  | DENTAL AND VISION BENEFITS              | 161.00    |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-341-41002  | DENTAL AND VISION BENEFITS              | 465.60    |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-341-41003  | DENTAL AND VISION BENEFITS              | 80.50     |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-343-41002  | DENTAL AND VISION BENEFITS              | 868.80    |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-343-41003  | DENTAL AND VISION BENEFITS              | 128.80    |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-465-41002  | DENTAL AND VISION BENEFITS              | 178.40    |
| BOGROC                                                         | 106631         | 02/14/2025   | 100-465-41003  | DENTAL AND VISION BENEFITS              | 32.20     |
| BOGROC                                                         | 106631         | 02/14/2025   | 105-221-41002  | DENTAL AND VISION BENEFITS              | 255.20    |
| BOGROC                                                         | 106631         | 02/14/2025   | 105-221-41003  | DENTAL AND VISION BENEFITS              | 32.20     |
| BOGROC                                                         | 106631         | 02/14/2025   | 106-222-41002  | DENTAL AND VISION BENEFITS              | 127.60    |
| BOGROC                                                         | 106631         | 02/14/2025   | 106-222-41003  | DENTAL AND VISION BENEFITS              | 16.10     |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-551-41002  | DENTAL AND VISION BENEFITS              | 306.00    |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-551-41003  | DENTAL AND VISION BENEFITS              | 48.30     |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-552-41002  | DENTAL AND VISION BENEFITS              | 159.60    |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-552-41003  | DENTAL AND VISION BENEFITS              | 32.20     |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-554-41002  | DENTAL AND VISION BENEFITS              | 127.60    |
| BOGROC                                                         | 106631         | 02/14/2025   | 209-554-41003  | DENTAL AND VISION BENEFITS              | 16.10     |
| BOGROC                                                         | 106631         | 02/14/2025   | 212-461-41002  | DENTAL AND VISION BENEFITS              | 178.40    |
| BOGROC                                                         | 106631         | 02/14/2025   | 212-461-41003  | DENTAL AND VISION BENEFITS              | 32.20     |
| BOGROC                                                         | 106631         | 02/14/2025   | 212-462-41002  | DENTAL AND VISION BENEFITS              | 414.80    |
| BOGROC                                                         | 106631         | 02/14/2025   | 212-462-41003  | DENTAL AND VISION BENEFITS              | 64.40     |
| BOGROC                                                         | 106631         | 02/14/2025   | 500-641-41002  | DENTAL AND VISION BENEFITS              | 1,156.00  |
| BOGROC                                                         | 106631         | 02/14/2025   | 500-641-41003  | DENTAL AND VISION BENEFITS              | 177.10    |
| BOGROC                                                         | 106631         | 02/14/2025   | 500-642-41002  | DENTAL AND VISION BENEFITS              | 280.00    |
| BOGROC                                                         | 106631         | 02/14/2025   | 500-642-41003  | DENTAL AND VISION BENEFITS              | 64.40     |
| BOGROC                                                         | 106631         | 02/14/2025   | 505-119-41002  | DENTAL AND VISION BENEFITS              | 255.20    |
| BOGROC                                                         | 106631         | 02/14/2025   | 505-119-41003  | DENTAL AND VISION BENEFITS              | 32.20     |
| BOGROC                                                         | 106631         | 02/14/2025   | 998-20105      | DENTAL AND VISION BENEFITS              | 465.60    |
| BOGROC                                                         | 106631         | 02/14/2025   | 998-20105      | DENTAL AND VISION BENEFITS              | 108.80    |
| BOGROC                                                         | 106631         | 02/14/2025   | 998-20106      | DENTAL AND VISION BENEFITS              | 80.50     |
| BOGROC                                                         | 106631         | 02/14/2025   | 998-20106      | DENTAL AND VISION BENEFITS              | 32.20     |
| Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:          |                |              |                |                                         | 12,403.10 |
|                                                                |                |              |                |                                         |           |
| Vendor: 2710 - BIOMETRICS4ALL, INC.                            |                |              |                |                                         |           |
| MAINTCTPIN0001                                                 | 106583         | 02/07/2025   | 206-227-47105  | MAINTENANCE FEE 2/1/25-1/31/2026        | 960.00    |
| Vendor 2710 - BIOMETRICS4ALL, INC. Total:                      |                |              |                |                                         | 960.00    |
|                                                                |                |              |                |                                         |           |
| Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS                |                |              |                |                                         |           |
| 6931438                                                        | 106632         | 02/14/2025   | 209-552-42108  | FOOD PROGRAM PSC                        | 271.92    |
| 6931439                                                        | 106632         | 02/14/2025   | 209-552-43804  | FOOD PROGRAM PSC                        | 790.67    |
| 6931440                                                        | 106632         | 02/14/2025   | 209-552-42101  | FOOD PROGRAM PSC                        | 357.27    |
| 6931441                                                        | 106632         | 02/14/2025   | 209-552-43804  | FOOD PROGRAM PSC                        | 801.21    |
| 6935323                                                        | 106584         | 02/07/2025   | 209-552-43804  | FOOD PROGRAM PSC                        | 22.84     |
| 6936492                                                        | 106632         | 02/14/2025   | 209-552-43804  | FOOD PROGRAM PSC                        | 1,105.85  |
| 6936934                                                        | 106632         | 02/14/2025   | 209-552-43804  | FOOD PROGRAM PSC                        | 65.53     |
| Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:          |                |              |                |                                         | 3,415.29  |
|                                                                |                |              |                |                                         |           |
| Vendor: CAL04 - CALCON SYSTEMS, INC.                           |                |              |                |                                         |           |
| 58380                                                          | 106633         | 02/14/2025   | 500-641-42107  | SERVICE CALL WPCP                       | 1,640.00  |
| 58380                                                          | 106633         | 02/14/2025   | 500-641-44306  | SERVICE CALL WPCP                       | 3,493.66  |
| Vendor CAL04 - CALCON SYSTEMS, INC. Total:                     |                |              |                |                                         | 5,133.66  |
|                                                                |                |              |                |                                         |           |
| Vendor: CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION       |                |              |                |                                         |           |
| Q2 2024                                                        | 106634         | 02/14/2025   | 212-20024      | CBSC FEE SUBMITTAL Q2 APRIL- JUNE 2024  | 257.80    |
| Q2 2024                                                        | 106634         | 02/14/2025   | 212-462-34211  | CBSC FEE SUBMITTAL Q2 APRIL- JUNE 2024  | 0.50      |
| Q3 2024                                                        | 106634         | 02/14/2025   | 212-20024      | CBSC FEE SIB, OTTA; Q4 JULY- SEPT. 2024 | 373.30    |
| Q3 2024                                                        | 106634         | 02/14/2025   | 212-462-34211  | CBSC FEE SIB, OTTA; Q4 JULY- SEPT. 2024 | -0.70     |
| Vendor CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION Total: |                |              |                |                                         | 630.90    |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                                                   | Payment Number | Payment Date | Account Number | Description (Payable)                         | Amount            |
|----------------------------------------------------------------------------------|----------------|--------------|----------------|-----------------------------------------------|-------------------|
| <b>Vendor: STA14 - CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION</b>       |                |              |                |                                               |                   |
| 01302025                                                                         | 106585         | 02/07/2025   | 100-20022      | 2024 SALES AND USE TAX REMITTANCE             | 596.00            |
| 01302025                                                                         | 106585         | 02/07/2025   | 160-20022      | 2024 SALES AND USE TAX REMITTANCE             | 1,277.00          |
| 01302025                                                                         | 106585         | 02/07/2025   | 200-20022      | 2024 SALES AND USE TAX REMITTANCE             | 68.00             |
| 01302025                                                                         | 106585         | 02/07/2025   | 207-20022      | 2024 SALES AND USE TAX REMITTANCE             | 78.00             |
| 01302025                                                                         | 106585         | 02/07/2025   | 209-20014      | 2024 SALES AND USE TAX REMITTANCE             | 2,020.00          |
| 01302025                                                                         | 106585         | 02/07/2025   | 500-20022      | 2024 SALES AND USE TAX REMITTANCE             | 572.00            |
| <b>Vendor STA14 - CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION Total:</b> |                |              |                |                                               | <b>4,611.00</b>   |
| <b>Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM</b>             |                |              |                |                                               |                   |
| 100000017782701                                                                  | 106586         | 02/07/2025   | 100-117-41004  | ANNUAL UNFUNDED LIAB MICS PEPPA 27205         | 858.58            |
| 100000017782760                                                                  | 106586         | 02/07/2025   | 100-117-41004  | ANNUAL UNFUNDED LIAB SAFETY CLASSIC 675       | 172,035.42        |
| 100000017782769                                                                  | 106586         | 02/07/2025   | 100-231-41004  | ANNUAL UNFUNDED LIAB PEPPA FIRE 25716         | 299.33            |
| 100000017782778                                                                  | 106586         | 02/07/2025   | 100-117-41004  | ANNUAL UNFUNDED LIAB SAFETY PEPPA PD 25717    | 1,165.08          |
| 10000017782751                                                                   | 106586         | 02/07/2025   | 100-117-41004  | ANNUAL UNFUNDED ACCRUED LIAB MISC CLASSIC 674 | 133,129.58        |
| <b>Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:</b>       |                |              |                |                                               | <b>307,487.99</b> |
| <b>Vendor: CAL19 - CAL-LINE EQUIPMENT INC</b>                                    |                |              |                |                                               |                   |
| 04024464                                                                         | 106635         | 02/14/2025   | 160-345-47104  | Brush Chipper                                 | 68,673.21         |
| <b>Vendor CAL19 - CAL-LINE EQUIPMENT INC Total:</b>                              |                |              |                |                                               | <b>68,673.21</b>  |
| <b>Vendor: 2268 - CATTRON NORTH AMERICA, INC.</b>                                |                |              |                |                                               |                   |
| 501V25001938                                                                     | 106636         | 02/14/2025   | 500-642-42514  | BATTERY SEWER CORP YARD                       | 69.02             |
| <b>Vendor 2268 - CATTRON NORTH AMERICA, INC. Total:</b>                          |                |              |                |                                               | <b>69.02</b>      |
| <b>Vendor: 2060 - CENTRAL CONCRETE SUPPLY CO., INC.</b>                          |                |              |                |                                               |                   |
| 2501-211822                                                                      | 106637         | 02/14/2025   | 100-345-44306  | DRAIN ROCKS CRUSHED                           | 603.24            |
| 2501-211823                                                                      | 106637         | 02/14/2025   | 100-345-44306  | TOP SOIL SUPREME                              | 229.70            |
| 2502-214493                                                                      | 106637         | 02/14/2025   | 207-344-42514  | FILL SAQND                                    | 333.53            |
| <b>Vendor 2060 - CENTRAL CONCRETE SUPPLY CO., INC. Total:</b>                    |                |              |                |                                               | <b>1,166.47</b>   |
| <b>Vendor: 2410 - CENTRALSQUARE TECHNOLOGIES, LLC.</b>                           |                |              |                |                                               |                   |
| 397751                                                                           | 106587         | 02/07/2025   | 525-118-42101  | PUBLIC ADMIN SERVICES Q-152854                | 1,170.00          |
| <b>Vendor 2410 - CENTRALSQUARE TECHNOLOGIES, LLC. Total:</b>                     |                |              |                |                                               | <b>1,170.00</b>   |
| <b>Vendor: DAV04 - CHARLENE DAVIS</b>                                            |                |              |                |                                               |                   |
| 02042025                                                                         | 106638         | 02/14/2025   | 100-116-42504  | SKILLS ASSESTEMENT AND PANEL INTERVIEWS REIMB | 41.50             |
| <b>Vendor DAV04 - CHARLENE DAVIS Total:</b>                                      |                |              |                |                                               | <b>41.50</b>      |
| <b>Vendor: CIT08 - CITY MECHANICAL, INC</b>                                      |                |              |                |                                               |                   |
| 111064                                                                           | 106639         | 02/14/2025   | 100-343-42108  | HVAC SERVICE CALL CORP YARD                   | 2,058.45          |
| 111280                                                                           | 106639         | 02/14/2025   | 209-552-42108  | HVAC PSC                                      | 1,414.26          |
| 111315                                                                           | 106639         | 02/14/2025   | 209-552-42108  | HVAC PSC                                      | 902.72            |
| 111317                                                                           | 106639         | 02/14/2025   | 100-343-42108  | HVAC CH                                       | 894.11            |
| <b>Vendor CIT08 - CITY MECHANICAL, INC Total:</b>                                |                |              |                |                                               | <b>5,269.54</b>   |
| <b>Vendor: 2289 - CLEAN WORLD GREASE TRAP SERVICES</b>                           |                |              |                |                                               |                   |
| 07435                                                                            | 106640         | 02/14/2025   | 209-552-43804  | CLEAN GREASE TRAPS PSC                        | 200.00            |
| <b>Vendor 2289 - CLEAN WORLD GREASE TRAP SERVICES Total:</b>                     |                |              |                |                                               | <b>200.00</b>     |
| <b>Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.</b>                         |                |              |                |                                               |                   |
| 17534                                                                            | 106588         | 02/07/2025   | 525-118-42101  | SYSTEM ADMINISTRATION NOVEMBER 2024           | 6,495.00          |



## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                                           | Payment Number | Payment Date | Account Number | Description (Payable)                               | Amount           |
|--------------------------------------------------------------------------|----------------|--------------|----------------|-----------------------------------------------------|------------------|
| 17540                                                                    | 106588         | 02/07/2025   | 525-118-42101  | PINOLE LAND MANAGEMENT<br>GIS MAINT NOVEMBER 2024   | 307.50           |
| 17658                                                                    | 106588         | 02/07/2025   | 525-118-42101  | PINOLE LAND MANAGEMENT<br>GIS MAINT DECEMBER 2024   | 390.00           |
| 17659                                                                    | 106588         | 02/07/2025   | 525-118-42101  | PIN OLE LAND MGMT SYSTEM<br>ADMI DECEMBER 2024      | 3,213.75         |
| <b>Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:</b>           |                |              |                |                                                     | <b>10,406.25</b> |
| <b>Vendor: COM20 - COMCAST</b>                                           |                |              |                |                                                     |                  |
| 0050875-01182025                                                         | 106589         | 02/07/2025   | 525-118-43105  | CH CABLE                                            | 29.76            |
| 0210511-01162025                                                         | 106589         | 02/07/2025   | 100-222-43105  | CALBE PD                                            | 249.40           |
| 0413784-01182025                                                         | 106589         | 02/07/2025   | 525-118-43105  | TINY TOT INTERNET                                   | 176.32           |
| <b>Vendor COM20 - COMCAST Total:</b>                                     |                |              |                |                                                     | <b>455.48</b>    |
| <b>Vendor: CON93 - CONCORD UNIFORMS LLC</b>                              |                |              |                |                                                     |                  |
| 21590                                                                    | 106590         | 02/07/2025   | 100-222-44410  | CSO UNIFORM                                         | 627.44           |
| 21655                                                                    | 106590         | 02/07/2025   | 100-221-44410  | NAME TAG CLUTCH                                     | 17.51            |
| <b>Vendor CON93 - CONCORD UNIFORMS LLC Total:</b>                        |                |              |                |                                                     | <b>644.95</b>    |
| <b>Vendor: 2626 - CONSOR NORTH AMERICA, INC.</b>                         |                |              |                |                                                     |                  |
| N202830CA.00-51                                                          | 106591         | 02/07/2025   | 325-342-47205  | RO1710 PRELIMINARY DESIGN<br>SERVICES               | 1,341.47         |
| N202830CA.00-52                                                          | 106591         | 02/07/2025   | 325-342-47205  | RO1710 PRELIMINARY DESIGN<br>SERVICES               | 1,433.52         |
| N202830CA.00-53                                                          | 106591         | 02/07/2025   | 325-342-47205  | RO1710 PRELIMINARY DESIGN<br>SERVICES               | 3,018.31         |
| N202830CA.00-54                                                          | 106591         | 02/07/2025   | 325-342-47205  | RO1710 PRELIMINARY DESIGN<br>SERVICES               | 1,700.31         |
| <b>Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:</b>                   |                |              |                |                                                     | <b>7,493.61</b>  |
| <b>Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT</b>       |                |              |                |                                                     |                  |
| 707906                                                                   | 106641         | 02/14/2025   | 200-342-42101  | TRAFFIC SIGNAL<br>MAINTENANCE SEPTEMBER<br>2024     | 19,112.96        |
| 707927                                                                   | 106641         | 02/14/2025   | 200-342-42101  | TRAFFIC SIGNAL<br>MAINTENANCE OCTOBER 2024          | 5,491.90         |
| 707927                                                                   | 106641         | 02/14/2025   | 200-342-42101  | TRAFFIC SIGNAL<br>MAINTENANCE OCTOBER 2024          | 413.12           |
| 707927                                                                   | 106641         | 02/14/2025   | 310-347-42101  | TRAFFIC SIGNAL<br>MAINTENANCE OCTOBER 2024          | 470.70           |
| 707927                                                                   | 106641         | 02/14/2025   | 310-348-42101  | TRAFFIC SIGNAL<br>MAINTENANCE OCTOBER 2024          | 470.70           |
| 707939                                                                   | 106641         | 02/14/2025   | 200-342-42101  | TRAFFIC SIGNAL<br>MAINTENANCE NOVEMBER<br>2024      | 5,413.05         |
| 707939                                                                   | 106641         | 02/14/2025   | 310-347-42101  | TRAFFIC SIGNAL<br>MAINTENANCE NOVEMBER<br>2024      | 470.70           |
| <b>Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:</b> |                |              |                |                                                     | <b>31,843.13</b> |
| <b>Vendor: CCC16 - CONTRA COSTA COUNTY SHERIFF'S OFFICE</b>              |                |              |                |                                                     |                  |
| 25-3                                                                     | 106592         | 02/07/2025   | 100-222-42101  | EXTRADITION PD                                      | 485.00           |
| <b>Vendor CCC16 - CONTRA COSTA COUNTY SHERIFF'S OFFICE Total:</b>        |                |              |                |                                                     | <b>485.00</b>    |
| <b>Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR</b>                       |                |              |                |                                                     |                  |
| 27263                                                                    | 106593         | 02/07/2025   | 207-344-42107  | REPLACE TIRE AND PLUG                               | 492.64           |
| 27267                                                                    | 106642         | 02/14/2025   | 100-221-42107  | OXYGEN SENSORS AND LEFT<br>FRONT WINDOW MOTOR       | 681.36           |
| <b>Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:</b>                 |                |              |                |                                                     | <b>1,174.00</b>  |
| <b>Vendor: 2767 - CRAIG WHITTON CONSULTING</b>                           |                |              |                |                                                     |                  |
| 00092                                                                    | 106643         | 02/14/2025   | 100-341-42101  | PROFESSIONAL ENGINEERING<br>CONSULTING SERVICES     | 1,680.00         |
| <b>Vendor 2767 - CRAIG WHITTON CONSULTING Total:</b>                     |                |              |                |                                                     | <b>1,680.00</b>  |
| <b>Vendor: 2971 - CRASH CHAMPIONS LLC.</b>                               |                |              |                |                                                     |                  |
| 784002273                                                                | 106594         | 02/07/2025   | 100-221-42107  | 2017 FORD POLICE VEHICLE<br>BODY WORK FROM ACCIDENT | 4,213.70         |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                       | Payment Number | Payment Date | Account Number | Description (Payable)                            | Amount    |
|------------------------------------------------------|----------------|--------------|----------------|--------------------------------------------------|-----------|
| 784002352                                            | 106644         | 02/14/2025   | 100-221-42107  | REPAIRS TO PD VEHICLE                            | 5,045.96  |
| Vendor 2971 - CRASH CHAMPIONS LLC. Total:            |                |              |                |                                                  | 9,259.66  |
| Vendor: DAS02 - DASH MEDICAL GLOVES, INC.            |                |              |                |                                                  |           |
| INV1324633                                           | 106595         | 02/07/2025   | 100-222-42514  | EXAM GLOVES FOR EVIDENCE                         | 217.32    |
| Vendor DAS02 - DASH MEDICAL GLOVES, INC. Total:      |                |              |                |                                                  | 217.32    |
| Vendor: DEL43 - DELTA BLUEGRASS COMPANY              |                |              |                |                                                  |           |
| 192112                                               | 106645         | 02/14/2025   | 209-551-47203  | RENOVATION UNITS FOR SOCCER FIELD                | 65,700.00 |
| Vendor DEL43 - DELTA BLUEGRASS COMPANY Total:        |                |              |                |                                                  | 65,700.00 |
| Vendor: 2777 - DETAIL ORIENTED                       |                |              |                |                                                  |           |
| DO0115                                               | 106596         | 02/07/2025   | 100-221-42107  | DETAILED CARS FOR PD<br>01/15/25-01/22/25        | 660.00    |
| Vendor 2777 - DETAIL ORIENTED Total:                 |                |              |                |                                                  | 660.00    |
| Vendor: 2020 - DOCUSIGN, INC.                        |                |              |                |                                                  |           |
| 111100443329                                         | 106597         | 02/07/2025   | 525-118-42510  | IAM FULL USE SILVER PACK                         | 24,710.40 |
| Vendor 2020 - DOCUSIGN, INC. Total:                  |                |              |                |                                                  | 24,710.40 |
| Vendor: DOL01 - DOLAN'S LUMBER                       |                |              |                |                                                  |           |
| JANUARY 2025                                         | 106646         | 02/14/2025   | 100-345-44306  | CITYWIDE PURCHASES                               | 834.95    |
| JANUARY 2025                                         | 106646         | 02/14/2025   | 500-641-44306  | CITYWIDE PURCHASES                               | 138.10    |
| JANUARY 2025                                         | 106646         | 02/14/2025   | 500-641-44306  | CITYWIDE PURCHASES                               | 20.07     |
| Vendor DOL01 - DOLAN'S LUMBER Total:                 |                |              |                |                                                  | 993.12    |
| Vendor: 2480 - DTS LANGUAGE SERVICES, INC.           |                |              |                |                                                  |           |
| I-0017504                                            | 106598         | 02/07/2025   | 100-465-42101  | CODE ENFORCEMENT<br>TRANSLATION                  | 2.19      |
| Vendor 2480 - DTS LANGUAGE SERVICES, INC. Total:     |                |              |                |                                                  | 2.19      |
| Vendor: EBM01 - EBMUD                                |                |              |                |                                                  |           |
| 231773-012425                                        | 106647         | 02/14/2025   | 100-343-43102  | 2887 SIMAS AVE IRRIGATION<br>USE ONLY            | 197.82    |
| 232841-01272025                                      | 106647         | 02/14/2025   | 100-345-43102  | 3790 PINOLE VALLEY RD-<br>IRRIGATION USE ONLY    | 2,744.86  |
| 520575-01272025                                      | 106647         | 02/14/2025   | 100-345-43102  | 2690 BOX CANYON RD-<br>IRRIGATION USE ONLY       | 197.82    |
| 556324-01242025                                      | 106647         | 02/14/2025   | 100-345-43102  | 3790 PINOLE VALLEY ROAD<br>IRRIGATION USE ONLY   | 2,988.70  |
| Vendor EBM01 - EBMUD Total:                          |                |              |                |                                                  | 6,129.20  |
| Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.       |                |              |                |                                                  |           |
| 2834                                                 | 106599         | 02/07/2025   | 106-466-42101  | FOODWARE PURCHASING<br>GUIDE ROLLOUT PLAN        | 1,775.00  |
| 2917                                                 | 106648         | 02/14/2025   | 106-466-42101  | FOOD WARE PURCHASING<br>GUIDES AND ASSISTANCE    | 4,085.00  |
| Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total: |                |              |                |                                                  | 5,860.00  |
| Vendor: 2853 - EVERON, LLC                           |                |              |                |                                                  |           |
| 156931940                                            | 106649         | 02/14/2025   | 100-343-42108  | SERVICE PROTECTION CY                            | 132.00    |
| Vendor 2853 - EVERON, LLC Total:                     |                |              |                |                                                  | 132.00    |
| Vendor: FOR02 - FORENSIC SERVICES DIVISION           |                |              |                |                                                  |           |
| PINPD-2412                                           | 106600         | 02/07/2025   | 100-221-42101  | BILLABLE SERVICES ALCOHOL,<br>DNA, TOXICOLOGY PD | 5,075.00  |
| Vendor FOR02 - FORENSIC SERVICES DIVISION Total:     |                |              |                |                                                  | 5,075.00  |
| Vendor: GRA03 - GRAINGER                             |                |              |                |                                                  |           |
| 9387585475                                           | 106650         | 02/14/2025   | 100-343-44410  | FALL PROTECTION KIT                              | 621.39    |
| 9388582695                                           | 106601         | 02/07/2025   | 500-641-44306  | SDRL PAN WEATHERPROOF<br>HORN SUPPLIES WPCP      | 194.50    |
| 9396234875                                           | 106650         | 02/14/2025   | 500-641-44306  | SUPPLIES FOR REPAIRS WPCP                        | 186.63    |
| Vendor GRA03 - GRAINGER Total:                       |                |              |                |                                                  | 1,002.52  |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                                          | Payment Number | Payment Date | Account Number | Description (Payable)                                | Amount           |
|-------------------------------------------------------------------------|----------------|--------------|----------------|------------------------------------------------------|------------------|
| <b>Vendor: 1112 - GRAY-BOWEN-SCOTT</b>                                  |                |              |                |                                                      |                  |
| 22576                                                                   | 106602         | 02/07/2025   | 325-342-47205  | PM SERVICES: DESIGN PHASE<br>OF SPA BRIDGE REPLACMNT | 2,376.00         |
| <b>Vendor 1112 - GRAY-BOWEN-SCOTT Total:</b>                            |                |              |                |                                                      | <b>2,376.00</b>  |
| <b>Vendor: 2371 - GREEN HALO SYSTEMS INC</b>                            |                |              |                |                                                      |                  |
| 5418                                                                    | 106603         | 02/07/2025   | 212-462-42106  | HOSTING SERVICES                                     | 175.00           |
| <b>Vendor 2371 - GREEN HALO SYSTEMS INC Total:</b>                      |                |              |                |                                                      | <b>175.00</b>    |
| <b>Vendor: 2244 - GYM DOCTORS</b>                                       |                |              |                |                                                      |                  |
| 00163570                                                                | 106604         | 02/07/2025   | 100-221-42304  | SEMI ANNUAL PREVENTIVE<br>MAINTENANCE SERVICE        | 190.00           |
| <b>Vendor 2244 - GYM DOCTORS Total:</b>                                 |                |              |                |                                                      | <b>190.00</b>    |
| <b>Vendor: HDL01 - HDL COREN AND CONE</b>                               |                |              |                |                                                      |                  |
| SIN046986                                                               | 106605         | 02/07/2025   | 100-115-42101  | CONTRACT SERVICES<br>PROPERTY TAX JAN.-MARCH<br>2025 | 2,337.50         |
| <b>Vendor HDL01 - HDL COREN AND CONE Total:</b>                         |                |              |                |                                                      | <b>2,337.50</b>  |
| <b>Vendor: 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION</b>       |                |              |                |                                                      |                  |
| 5823                                                                    | 106651         | 02/14/2025   | 106-345-47203  | PRUNNING TREES                                       | 21,920.00        |
| <b>Vendor 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION Total:</b> |                |              |                |                                                      | <b>21,920.00</b> |
| <b>Vendor: HIL03 - HILLTOP FORD</b>                                     |                |              |                |                                                      |                  |
| FOCS410116                                                              | 106652         | 02/14/2025   | 100-343-42107  | REPAIRS TO TRUCK                                     | 235.04           |
| <b>Vendor HIL03 - HILLTOP FORD Total:</b>                               |                |              |                |                                                      | <b>235.04</b>    |
| <b>Vendor: HOM01 - HOME DEPOT CREDIT SERVICE</b>                        |                |              |                |                                                      |                  |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-231-44306  | CITYWIDE PURCHASES                                   | 52.94            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-231-44306  | CITYWIDE PURCHASES                                   | 4.85             |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-342-44306  | CITYWIDE PURCHASES                                   | 59.45            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 184.57           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 179.26           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 107.98           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 76.41            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 64.54            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 58.98            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 237.36           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 52.42            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 41.35            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 21.28            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 4.79             |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 100-345-44306  | CITYWIDE PURCHASES                                   | 495.59           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 209-552-44306  | CITYWIDE PURCHASES                                   | 129.73           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 209-554-44306  | CITYWIDE PURCHASES                                   | -22.15           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 209-554-44306  | CITYWIDE PURCHASES                                   | 135.64           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 209-554-44306  | CITYWIDE PURCHASES                                   | 167.18           |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 500-641-44306  | CITYWIDE PURCHASES                                   | 81.34            |
| DECEMBER 2024                                                           | 106653         | 02/14/2025   | 500-642-44306  | CITYWIDE PURCHASES                                   | 34.85            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 132.42           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 136.53           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 148.40           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 368.46           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 99.63            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 120.03           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 45.76            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 162.65           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | -60.56           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 19.29            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 209-552-44306  | CITYWIDE PURCHASES                                   | 21.28            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 209-552-44306  | CITYWIDE PURCHASES                                   | -60.56           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 209-552-44306  | CITYWIDE PURCHASES                                   | 60.56            |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 209-554-44306  | CITYWIDE PURCHASES                                   | 216.32           |
| JANUARY 2025                                                            | 106653         | 02/14/2025   | 500-641-44305  | CITYWIDE PURCHASES                                   | 58.93            |



## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                        | Payment Number | Payment Date | Account Number | Description (Payable)                     | Amount     |
|-------------------------------------------------------|----------------|--------------|----------------|-------------------------------------------|------------|
| JANUARY 2025                                          | 106653         | 02/14/2025   | 500-642-44306  | CITYWIDE PURCHASES                        | 19.95      |
| Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:       |                |              |                |                                           | 3,657.45   |
| Vendor: IMA01 - IMAGE SALES, INC.                     |                |              |                |                                           |            |
| 0078158-IN                                            | 106606         | 02/07/2025   | 100-221-42201  | ID CARD AND BADGES PD                     | 72.82      |
| Vendor IMA01 - IMAGE SALES, INC. Total:               |                |              |                |                                           | 72.82      |
| Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE            |                |              |                |                                           |            |
| 379X11688301                                          | 106607         | 02/07/2025   | 500-641-44305  | DEIONIZATION SERVICE WPCP                 | 598.40     |
| Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:      |                |              |                |                                           | 598.40     |
| Vendor: J&O01 - J & O COMMERCIAL TIRE CTR             |                |              |                |                                           |            |
| 170723                                                | 106654         | 02/14/2025   | 207-344-42107  | SERVICE CALL                              | 692.34     |
| Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:       |                |              |                |                                           | 692.34     |
| Vendor: 1483 - JAMIE CEPERNICH                        |                |              |                |                                           |            |
| 02032025                                              | 106608         | 02/07/2025   | 209-20308      | SECURITY DEPOSIT FOR RENTAL 020125 REFUND | 275.00     |
| Vendor 1483 - JAMIE CEPERNICH Total:                  |                |              |                |                                           | 275.00     |
| Vendor: 1611 - JANICE M. BYER                         |                |              |                |                                           |            |
| JANUARY 2025                                          | 106609         | 02/07/2025   | 209-552-43802  | INSTRUCTOR FEE PSC                        | 1,000.00   |
| Vendor 1611 - JANICE M. BYER Total:                   |                |              |                |                                           | 1,000.00   |
| Vendor: 2973 - JASMINE LANDSCAPE                      |                |              |                |                                           |            |
| 02032025                                              | 106655         | 02/14/2025   | 100-000-31510  | REFUND OVERPAYMENT OF BL 23-05613         | 88.00      |
| Vendor 2973 - JASMINE LANDSCAPE Total:                |                |              |                |                                           | 88.00      |
| Vendor: 2954 - K.J. WOODS CONSTRUCTION, INC.          |                |              |                |                                           |            |
| 24-42402                                              | 106610         | 02/07/2025   | 500-642-47201  | SANITARY SEWER REHABILITATION PW          | 200,373.28 |
| Vendor 2954 - K.J. WOODS CONSTRUCTION, INC. Total:    |                |              |                |                                           | 200,373.28 |
| Vendor: KEL09 - KELLER CANYON LANDFILL                |                |              |                |                                           |            |
| 4212-000033800                                        | 106656         | 02/14/2025   | 500-641-44302  | SLUDGE REMOVAL WPCP                       | 7,051.67   |
| Vendor KEL09 - KELLER CANYON LANDFILL Total:          |                |              |                |                                           | 7,051.67   |
| Vendor: KNO03 - KNORR SYSTEMS, INC.                   |                |              |                |                                           |            |
| 259586                                                | 106657         | 02/14/2025   | 209-557-42108  | REPAIRS TO ORP                            | 1,219.27   |
| Vendor KNO03 - KNORR SYSTEMS, INC. Total:             |                |              |                |                                           | 1,219.27   |
| Vendor: KUB00 - KUBWATER RESOURCES, INC.              |                |              |                |                                           |            |
| 12916                                                 | 106658         | 02/14/2025   | 500-641-44303  | ZETAG BAGS WPCP                           | 19,176.24  |
| Vendor KUB00 - KUBWATER RESOURCES, INC. Total:        |                |              |                |                                           | 19,176.24  |
| Vendor: LAN15 - LANGUAGE LINE SERVICES                |                |              |                |                                           |            |
| 11521113                                              | 106659         | 02/14/2025   | 100-223-42101  | OVER THE PHONE INTERPRETATION PD          | 126.90     |
| Vendor LAN15 - LANGUAGE LINE SERVICES Total:          |                |              |                |                                           | 126.90     |
| Vendor: 1253 - LIL' FROG CREATIONS                    |                |              |                |                                           |            |
| 1135                                                  | 106660         | 02/14/2025   | 209-552-43809  | NEWSLETTER PRINTING OCTOBER 2024          | 267.66     |
| 1170                                                  | 106660         | 02/14/2025   | 209-552-43809  | NEWSLETTER PRINTING JANUARY 2025          | 262.20     |
| Vendor 1253 - LIL' FROG CREATIONS Total:              |                |              |                |                                           | 529.86     |
| Vendor: 2272 - LUTZ-JESCO AMERICA CORPORATION         |                |              |                |                                           |            |
| 15032520                                              | 106611         | 02/07/2025   | 500-641-44306  | PUMP TUBE MATERIALS WPCP                  | 563.40     |
| Vendor 2272 - LUTZ-JESCO AMERICA CORPORATION Total:   |                |              |                |                                           | 563.40     |
| Vendor: 2374 - MALAGA CORP. COMMUNICATIONS TEAM       |                |              |                |                                           |            |
| A202547                                               | 106612         | 02/07/2025   | 100-466-42403  | DOMAIN REGISTRATION PINOLE PERKS.COM      | 35.00      |
| Vendor 2374 - MALAGA CORP. COMMUNICATIONS TEAM Total: |                |              |                |                                           | 35.00      |
| Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.              |                |              |                |                                           |            |
| 39374806                                              | 106613         | 02/07/2025   | 500-641-44306  | LOW PROFILE HOLD DOWN CLAMP               | 68.57      |
| Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:        |                |              |                |                                           | 68.57      |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                                | Payment Number | Payment Date | Account Number | Description (Payable)                                     | Amount          |
|---------------------------------------------------------------|----------------|--------------|----------------|-----------------------------------------------------------|-----------------|
| <b>Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.</b>       |                |              |                |                                                           |                 |
| 1234416                                                       | 106614         | 02/07/2025   | 212-461-42101  | PROFESSIONAL SERVICES APRIL<br>- DEC. 2024                | 2,330.00        |
| <b>Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:</b> |                |              |                |                                                           | <b>2,330.00</b> |
| <b>Vendor: 1890 - MM COMMUNICATIONS INC</b>                   |                |              |                |                                                           |                 |
| INV-1977                                                      | 106615         | 02/07/2025   | 525-118-42101  | CABLE LABOR                                               | 4,721.75        |
| <b>Vendor 1890 - MM COMMUNICATIONS INC Total:</b>             |                |              |                |                                                           | <b>4,721.75</b> |
| <b>Vendor: MUN07 - MUNICIPAL POOLING AUTH.</b>                |                |              |                |                                                           |                 |
| INV003564                                                     | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>NOVEMBER 2023               | 200.00          |
| INV003564                                                     | 106661         | 02/14/2025   | 500-642-46201  | UNMET LIABILITY DEDUCTIBLE<br>NOVEMBER 2023               | 49.99           |
| INV003629                                                     | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>JANUARY 2024                | 290.84          |
| INV003629                                                     | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>JANUARY 2024                | 1,670.53        |
| INV003629                                                     | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>JANUARY 2024                | 49.99           |
| INV003650                                                     | 106616         | 02/07/2025   | 100-116-42101  | DOT DRUG AND ALCOHOL<br>TESTING FY2023-24 OCT.-<br>DEC.23 | 155.60          |
| INV003770                                                     | 106616         | 02/07/2025   | 100-110-41005  | EAP 1/24-3/24                                             | 49.53           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-111-41005  | EAP 1/24-3/24                                             | 24.77           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-112-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-113-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-115-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-116-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-221-41005  | EAP 1/24-3/24                                             | 297.21          |
| INV003770                                                     | 106616         | 02/07/2025   | 100-222-41005  | EAP 1/24-3/24                                             | 86.69           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-223-41005  | EAP 1/24-3/24                                             | 148.60          |
| INV003770                                                     | 106616         | 02/07/2025   | 100-341-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-343-41005  | EAP 1/24-3/24                                             | 99.07           |
| INV003770                                                     | 106616         | 02/07/2025   | 100-465-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 105-221-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 105-231-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 106-222-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 209-551-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 209-552-41005  | EAP 1/24-3/24                                             | 24.77           |
| INV003770                                                     | 106616         | 02/07/2025   | 209-553-41005  | EAP 1/24-3/24                                             | 12.38           |
| INV003770                                                     | 106616         | 02/07/2025   | 209-554-41005  | EAP 1/24-3/24                                             | 24.77           |
| INV003770                                                     | 106616         | 02/07/2025   | 212-461-41005  | EAP 1/24-3/24                                             | 24.77           |
| INV003770                                                     | 106616         | 02/07/2025   | 212-462-41005  | EAP 1/24-3/24                                             | 49.53           |
| INV003770                                                     | 106616         | 02/07/2025   | 500-641-41005  | EAP 1/24-3/24                                             | 136.22          |
| INV003770                                                     | 106616         | 02/07/2025   | 500-642-41005  | EAP 1/24-3/24                                             | 37.15           |
| INV003770                                                     | 106616         | 02/07/2025   | 505-119-41005  | EAP 1/24-3/24                                             | 24.79           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-110-41005  | EAP 4/23-6/24                                             | 50.51           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-111-41005  | EAP 4/23-6/24                                             | 25.25           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-112-41005  | EAP 4/23-6/24                                             | 37.88           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-113-41005  | EAP 4/23-6/24                                             | 12.63           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-115-41005  | EAP 4/23-6/24                                             | 37.88           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-116-41005  | EAP 4/23-6/24                                             | 37.88           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-221-41005  | EAP 4/23-6/24                                             | 303.04          |
| INV003782                                                     | 106616         | 02/07/2025   | 100-222-41005  | EAP 4/23-6/24                                             | 75.76           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-223-41005  | EAP 4/23-6/24                                             | 138.89          |
| INV003782                                                     | 106616         | 02/07/2025   | 100-341-41005  | EAP 4/23-6/24                                             | 37.88           |
| INV003782                                                     | 106616         | 02/07/2025   | 100-343-41005  | EAP 4/23-6/24                                             | 101.01          |
| INV003782                                                     | 106616         | 02/07/2025   | 100-465-41005  | EAP 4/23-6/24                                             | 12.63           |
| INV003782                                                     | 106616         | 02/07/2025   | 105-221-41005  | EAP 4/23-6/24                                             | 25.25           |
| INV003782                                                     | 106616         | 02/07/2025   | 105-231-41005  | EAP 4/23-6/24                                             | 12.63           |
| INV003782                                                     | 106616         | 02/07/2025   | 106-222-41005  | EAP 4/23-6/24                                             | 12.63           |
| INV003782                                                     | 106616         | 02/07/2025   | 209-551-41005  | EAP 4/23-6/24                                             | 25.25           |

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| Payable Number                                 | Payment Number | Payment Date | Account Number | Description (Payable)                                | Amount    |
|------------------------------------------------|----------------|--------------|----------------|------------------------------------------------------|-----------|
| INV003782                                      | 106616         | 02/07/2025   | 209-552-41005  | EAP 4/23-6/24                                        | 25.25     |
| INV003782                                      | 106616         | 02/07/2025   | 209-553-41005  | EAP 4/23-6/24                                        | 12.63     |
| INV003782                                      | 106616         | 02/07/2025   | 209-554-41005  | EAP 4/23-6/24                                        | 25.25     |
| INV003782                                      | 106616         | 02/07/2025   | 212-461-41005  | EAP 4/23-6/24                                        | 25.25     |
| INV003782                                      | 106616         | 02/07/2025   | 212-462-41005  | EAP 4/23-6/24                                        | 50.51     |
| INV003782                                      | 106616         | 02/07/2025   | 500-641-41005  | EAP 4/23-6/24                                        | 138.89    |
| INV003782                                      | 106616         | 02/07/2025   | 500-642-41005  | EAP 4/23-6/24                                        | 37.88     |
| INV003782                                      | 106616         | 02/07/2025   | 505-119-41005  | EAP 4/23-6/24                                        | 25.24     |
| INV003797                                      | 106616         | 02/07/2025   | 100-116-42101  | DOT DRUG AND ALCOHOL<br>TESTING Q3 FY23-24 01-0324   | 168.60    |
| INV003805                                      | 106616         | 02/07/2025   | 100-343-42301  | WELLNESS EVENT 2/13/24 CPR                           | 332.50    |
| INV003805                                      | 106616         | 02/07/2025   | 212-461-42301  | WELLNESS EVENT 2/13/24 CPR                           | 166.50    |
| INV003805                                      | 106616         | 02/07/2025   | 212-462-42301  | WELLNESS EVENT 2/13/24 CPR                           | 166.50    |
| INV004012                                      | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>MAY 2024               | 1,604.02  |
| INV004040                                      | 106661         | 02/14/2025   | 100-342-46201  | UNMET LIABILITY DEDUCTIBLE<br>AUGUST 2024            | 1,200.00  |
| INV004076                                      | 106661         | 02/14/2025   | 100-221-46201  | PN UNMET LIABILITY<br>DEDUCTIBLE SEPTEMBER 2024      | 5,928.95  |
| Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:  |                |              |                |                                                      | 14,559.82 |
| Vendor: OME02 - OMEGA ENGRAVING                |                |              |                |                                                      |           |
| 17380                                          | 106662         | 02/14/2025   | 100-110-42514  | NAME BADGES                                          | 75.00     |
| Vendor OME02 - OMEGA ENGRAVING Total:          |                |              |                |                                                      | 75.00     |
| Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC       |                |              |                |                                                      |           |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-221-42107  | CITYWIDE PURCHASES                                   | 8.77      |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 28.52     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 43.88     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 55.94     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 196.13    |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 11.34     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 100-343-44306  | CITYWIDE PURCHASES                                   | 117.97    |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 500-641-44306  | CITYWIDE PURCHASES                                   | 29.73     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 500-641-44306  | CITYWIDE PURCHASES                                   | 45.96     |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 500-641-44306  | CITYWIDE PURCHASES                                   | 111.88    |
| JANUARY 2025                                   | 106617         | 02/07/2025   | 500-641-44306  | CITYWIDE PURCHASES                                   | -22.00    |
| Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total: |                |              |                |                                                      | 628.12    |
| Vendor: OTI01 - OTIS ELEVATOR COMPANY          |                |              |                |                                                      |           |
| 100401819653                                   | 106663         | 02/14/2025   | 209-554-42108  | MAINTENANCE FEBRUARY<br>2025 PYC                     | 197.08    |
| 100401820114                                   | 106663         | 02/14/2025   | 100-222-42108  | MAINTENANCE FEBRUARY<br>2025 PUBLIC SAFETY BLDG.     | 133.41    |
| Vendor OTI01 - OTIS ELEVATOR COMPANY Total:    |                |              |                |                                                      | 330.49    |
| Vendor: 1581 - PAPEMATERIAL HANDLING INC       |                |              |                |                                                      |           |
| 19085674                                       | 106664         | 02/14/2025   | 500-641-42107  | PERIODIC MAINTENANCE<br>SERVICE WPCP                 | 277.53    |
| Vendor 1581 - PAPEMATERIAL HANDLING INC Total: |                |              |                |                                                      | 277.53    |
| Vendor: PET08 - PET FOOD EXPRESS CORP          |                |              |                |                                                      |           |
| 83-2501PN                                      | 106665         | 02/14/2025   | 100-221-42514  | FOOD FOR MILO                                        | 71.60     |
| Vendor PET08 - PET FOOD EXPRESS CORP Total:    |                |              |                |                                                      | 71.60     |
| Vendor: PGE01 - PG&E                           |                |              |                |                                                      |           |
| 0081-01162025                                  | 106666         | 02/14/2025   | 200-342-43103  | 2501 SAN PABLO AVE TRAFFIC<br>CONTROLLER             | 114.92    |
| 0209-0162025                                   | 106666         | 02/14/2025   | 200-342-43103  | S/E CORNER SAN PABLO AVE &<br>TENNETT TRAFFIC SIGNAL | 155.83    |
| 0466-01162025                                  | 106666         | 02/14/2025   | 209-554-43103  | 635 TENNETT AVE YOUTH<br>CTR/CATV                    | 220.42    |
| 0466-01162025                                  | 106666         | 02/14/2025   | 505-119-43103  | 635 TENNETT AVE YOUTH<br>CTR/CATV                    | 330.64    |
| 1121-01162025                                  | 106666         | 02/14/2025   | 200-342-43103  | DEL MONTE & SAN PABLO<br>TRAFFIC CONTROL LIGHT       | 108.36    |



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| Payable Number                                      | Payment Number | Payment Date | Account Number | Description (Payable)                              | Amount    |
|-----------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|-----------|
| 1233-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | SAN PABLO AVE TRAFFIC SIGNAL                       | 126.10    |
| 1798-01242025                                       | 106666         | 02/14/2025   | 200-342-43103  | 2935 PINOLE VALLEY RD. TRAFFIC SIGNAL              | 248.93    |
| 2620-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG  | 153.45    |
| 2793-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | 1451 FITZGERALD DR TRAFFIC SIGNAL                  | 119.12    |
| 3311-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER        | 166.20    |
| 3879-01242025                                       | 106666         | 02/14/2025   | 200-342-43103  | N COR RAMONA ST AND PINOLE VALLEY RD               | 199.42    |
| 4193-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER         | 82.06     |
| 5127-01162025                                       | 106666         | 02/14/2025   | 500-642-43103  | 893 1/2 SAN PABLO AVE PUMP STATION                 | 246.72    |
| 5374-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | 1220 PINOLE VALLEY RD TRAFFIC SIGNAL               | 147.74    |
| 5387-01162025                                       | 106666         | 02/14/2025   | 100-345-43103  | 588 MARLESTA RD LOUIS FRANCIS PARK                 | 71.63     |
| 6521-01242025                                       | 106666         | 02/14/2025   | 200-342-43103  | IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL       | 149.53    |
| 6897-01242025                                       | 106666         | 02/14/2025   | 200-342-43103  | PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL  | 94.28     |
| 7114-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | 2429 SAN PABLO AVE                                 | 206.04    |
| 7547-01242025                                       | 106666         | 02/14/2025   | 100-222-43103  | 880 Tennent Ave-Public Safety Facility             | 4,620.54  |
| 7547-01242025                                       | 106666         | 02/14/2025   | 100-223-43103  | 880 Tennent Ave-Public Safety Facility             | 924.11    |
| 7547-01242025                                       | 106666         | 02/14/2025   | 100-231-43103  | 880 Tennent Ave-Public Safety Facility             | 3,696.43  |
| 8086-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | N/S BORDER CITY OF PINOLE                          | 109.36    |
| 8687-01162025                                       | 106666         | 02/14/2025   | 200-342-43103  | FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL | 151.60    |
| 9824-01162025                                       | 106666         | 02/14/2025   | 310-347-43103  | 1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC          | 147.62    |
| 9929-01242025                                       | 106666         | 02/14/2025   | 201-343-43103  | 790 PINOLE SHORES DR-NEW METAL BUILDING            | 119.04    |
| 9961-01242025                                       | 106666         | 02/14/2025   | 209-552-43103  | 2500 CHARLES ST-SENIOR CENTER                      | 3,463.29  |
| Vendor PGE01 - PG&E Total:                          |                |              |                |                                                    | 16,173.38 |
| Vendor: 2297 - POWERDMS, INC.                       |                |              |                |                                                    |           |
| INV-129737                                          | 106668         | 02/14/2025   | 100-221-42510  | POWER ENGAGE LE SUBSCRIPTION PD                    | 1,757.25  |
| Vendor 2297 - POWERDMS, INC. Total:                 |                |              |                |                                                    | 1,757.25  |
| Vendor: 1009 - PRECISION IT CONSULTING              |                |              |                |                                                    |           |
| 15003                                               | 106669         | 02/14/2025   | 100-221-47106  | SURFACE PRO TABLET, SLIM PEN, SURFACE PRO TABLET   | 2,140.97  |
| Vendor 1009 - PRECISION IT CONSULTING Total:        |                |              |                |                                                    | 2,140.97  |
| Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS       |                |              |                |                                                    |           |
| 98882                                               | 106618         | 02/07/2025   | 212-461-42201  | BUSINESS CARDS AMIN                                | 153.98    |
| 99724                                               | 106670         | 02/14/2025   | 212-462-42201  | BUSINESS CARDS KIM                                 | 155.03    |
| 99726                                               | 106618         | 02/07/2025   | 212-461-42201  | BUSINESS CARDS WHALEN                              | 94.31     |
| Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total: |                |              |                |                                                    | 403.32    |
| Vendor: 2783 - READYFRESH                           |                |              |                |                                                    |           |
| 05A6708050237                                       | 106619         | 02/07/2025   | 100-111-42201  | WATER FOR CH                                       | 80.27     |
| 05B6708041107                                       | 106671         | 02/14/2025   | 100-222-42201  | WATER FOR PD                                       | 245.03    |
| Vendor 2783 - READYFRESH Total:                     |                |              |                |                                                    | 325.30    |
| Vendor: 2817 - REDWOOD PUBLIC LAW, LLP              |                |              |                |                                                    |           |
| 13104                                               | 106672         | 02/14/2025   | 100-20011      | 2024 SA;ES TAX MEASURE                             | 963.00    |
| 13105                                               | 106672         | 02/14/2025   | 100-20011      | APPIAN VILLAGE                                     | 336.00    |

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| Payable Number                                        | Payment Number | Payment Date | Account Number | Description (Payable)                       | Amount    |
|-------------------------------------------------------|----------------|--------------|----------------|---------------------------------------------|-----------|
| 13106                                                 | 106672         | 02/14/2025   | 100-20011      | CITY ATTORNEY SERVICES                      | 22,413.87 |
| 13107                                                 | 106672         | 02/14/2025   | 100-20011      | CITY COUNCIL MEETINGS                       | 1,421.00  |
| 13108                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES CITY CLERK                 | 138.00    |
| 13109                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES CODE ENFORCEMENT           | 866.00    |
| 13110                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES COMMUNITY DEVELOPMENT      | 1,026.00  |
| 13111                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES FINANCE                    | 493.50    |
| 13112                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES LABOR AND EMPLOYMENT       | 488.51    |
| 13113                                                 | 106672         | 02/14/2025   | 100-20011      | GENERAL SERVICES PUBLIC WORKS               | 8,262.50  |
| 13114                                                 | 106672         | 02/14/2025   | 100-20011      | PINOLE PD SINGH COMPLAINT                   | 1,084.50  |
| 13115                                                 | 106672         | 02/14/2025   | 100-20011      | PINOLE SHORES II                            | 368.00    |
| 13116                                                 | 106672         | 02/14/2025   | 100-20011      | PUBLIC RECORDS ACT                          | 244.00    |
| 13117                                                 | 106672         | 02/14/2025   | 100-20011      | RISK MANAGEMENT                             | 103.50    |
| 13118                                                 | 106672         | 02/14/2025   | 100-20011      | VISTA WOODS PROJECT                         | 1,607.50  |
| Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:          |                |              |                |                                             | 39,815.88 |
| Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.       |                |              |                |                                             |           |
| 229068                                                | 106673         | 02/14/2025   | 100-342-42514  | CROSS PIECE FLAT AND CAP UNIVERSAL          | 238.16    |
| Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total: |                |              |                |                                             | 238.16    |
| Vendor: ROS08 - RSG, INC.                             |                |              |                |                                             |           |
| 12630                                                 | 106620         | 02/07/2025   | 285-464-42101  | COMPLIANCE MONITORING FY24-25               | 1,822.50  |
| 12633                                                 | 106620         | 02/07/2025   | 285-464-42101  | HOUSING POLICY AND IN-LIUE FEE STUDY        | 2,943.75  |
| 12786                                                 | 106620         | 02/07/2025   | 285-464-42101  | COMPLIANCE MONITORING FY24-25 DECEMBER 2024 | 1,281.25  |
| 12840                                                 | 106620         | 02/07/2025   | 100-466-42101  | ECONOMIC DEVELOPMENT STRATEGY               | 687.50    |
| Vendor ROS08 - RSG, INC. Total:                       |                |              |                |                                             | 6,735.00  |
| Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY              |                |              |                |                                             |           |
| 52674051.001                                          | 106674         | 02/14/2025   | 500-642-42514  | COPPER TUBE AND VALVES                      | 798.75    |
| Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:        |                |              |                |                                             | 798.75    |
| Vendor: 1714 - SHERRI D. LEWIS                        |                |              |                |                                             |           |
| CC012PINOLE-FY2024/25                                 | 106675         | 02/14/2025   | 100-112-42101  | PREPARE MINUTES CC MTG. 012125              | 1,012.50  |
| Vendor 1714 - SHERRI D. LEWIS Total:                  |                |              |                |                                             | 1,012.50  |
| Vendor: 2632 - SHIPLEY POOL SERVICE                   |                |              |                |                                             |           |
| 11470                                                 | 106676         | 02/14/2025   | 209-557-42108  | MONTHLY POOL SERVICES NOVEMBER 2024         | 3,820.56  |
| 11785                                                 | 106676         | 02/14/2025   | 209-557-42108  | MONTHLY POOL SERVICES JAN. 2025             | 3,454.50  |
| Vendor 2632 - SHIPLEY POOL SERVICE Total:             |                |              |                |                                             | 7,275.06  |
| Vendor: 2657 - SHRED CITY, LLC                        |                |              |                |                                             |           |
| 23979012725                                           | 106621         | 02/07/2025   | 100-221-42101  | DOCUMENT DESTRUCTION SERVICE                | 200.00    |
| Vendor 2657 - SHRED CITY, LLC Total:                  |                |              |                |                                             | 200.00    |
| Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.            |                |              |                |                                             |           |
| 10380                                                 | 106622         | 02/07/2025   | 212-462-42101  | PLAN REVIEW SERVICES OCTOBER 2024           | 11,487.93 |
| 10497                                                 | 106622         | 02/07/2025   | 212-462-42101  | PLAN REVIEW SERVICES NOVEMBER 2024          | 3,973.13  |
| 10599                                                 | 106622         | 02/07/2025   | 212-462-42101  | PLAN REVIEW SERVICES DECEMBER 2024          | 2,559.70  |
| Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:      |                |              |                |                                             | 18,020.76 |
| Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.            |                |              |                |                                             |           |
| 350121003                                             | 106677         | 02/14/2025   | 100-343-42107  | INSTAL 4 PINT FLASHERS                      | 1,607.91  |
| 350122007                                             | 106677         | 02/14/2025   | 100-343-42107  | INSTAL 4 POINT FLASHERS                     | 1,607.91  |

## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                         | Payment Number | Payment Date | Account Number | Description (Payable)                             | Amount   |
|--------------------------------------------------------|----------------|--------------|----------------|---------------------------------------------------|----------|
| 350127014                                              | 106677         | 02/14/2025   | 100-343-42107  | INSTALL 4 POINT FLASHERS                          | 1,607.91 |
| Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:       |                |              |                |                                                   | 4,823.73 |
| Vendor: SQU00 - SQUARE DEAL GARAGE                     |                |              |                |                                                   |          |
| 50626                                                  | 106678         | 02/14/2025   | 500-641-42107  | SPARK PLUG MOTORCRAFT                             | 252.26   |
| Vendor SQU00 - SQUARE DEAL GARAGE Total:               |                |              |                |                                                   | 252.26   |
| Vendor: STE20 - STERICYCLE, INC.                       |                |              |                |                                                   |          |
| 8009674484                                             | 106679         | 02/14/2025   | 100-221-42101  | DISPOSAL OF MEDICINE AND SHARP OBJECTS PD         | 69.61    |
| Vendor STE20 - STERICYCLE, INC. Total:                 |                |              |                |                                                   | 69.61    |
| Vendor: 2296 - SWENSONS MOBILE FLEET REPAIR            |                |              |                |                                                   |          |
| INV-2250                                               | 106680         | 02/14/2025   | 500-641-42107  | REPAIRS CLEAN TRUCK                               | 125.00   |
| Vendor 2296 - SWENSONS MOBILE FLEET REPAIR Total:      |                |              |                |                                                   | 125.00   |
| Vendor: 2969 - TERMINIX COMMERCIAL                     |                |              |                |                                                   |          |
| 454991014                                              | 106681         | 02/14/2025   | 209-552-42108  | PEST CONTROL PSC                                  | 375.00   |
| Vendor 2969 - TERMINIX COMMERCIAL Total:               |                |              |                |                                                   | 375.00   |
| Vendor: 2974 - THIRD DEGREE COMMUNICATIONS, INC.       |                |              |                |                                                   |          |
| 24398                                                  | 106682         | 02/14/2025   | 100-221-42301  | INTRO TO SCIENCE BASED INTERVIEWING               | 659.00   |
| Vendor 2974 - THIRD DEGREE COMMUNICATIONS, INC. Total: |                |              |                |                                                   | 659.00   |
| Vendor: 1138 - TOWN OF MORAGA                          |                |              |                |                                                   |          |
| 2025-15                                                | 106683         | 02/14/2025   | 100-110-42301  | MAYOR'S CONFERENCE DINNER                         | 70.00    |
| Vendor 1138 - TOWN OF MORAGA Total:                    |                |              |                |                                                   | 70.00    |
| Vendor: 2775 - TOWNSEND PUBLIC AFFAIRS, INC.           |                |              |                |                                                   |          |
| 22753                                                  | 106684         | 02/14/2025   | 100-115-42101  | CONSULTING SERVICES JANUARY 2025                  | 4,000.00 |
| 22899                                                  | 106684         | 02/14/2025   | 100-115-42101  | CONSULTING SERVICES FEBRUARY 2025                 | 4,000.00 |
| Vendor 2775 - TOWNSEND PUBLIC AFFAIRS, INC. Total:     |                |              |                |                                                   | 8,000.00 |
| Vendor: 2633 - TRB AND ASSOCIATES, INC.                |                |              |                |                                                   |          |
| 5052                                                   | 106623         | 02/07/2025   | 212-462-42101  | PLAN REVIEW AND INSPECTION SERVICES SEPT. 2023    | 1,781.44 |
| 5824r                                                  | 106623         | 02/07/2025   | 212-462-42101  | PLAN REVIEW AND INSPECTION SERVICES OCTOBER 2024  | 991.48   |
| 5884                                                   | 106623         | 02/07/2025   | 212-462-42101  | PLAN REVIEW AND INSPECTION SERVICES NOVEMBER 2024 | 2,691.98 |
| 5951                                                   | 106623         | 02/07/2025   | 212-462-42101  | PLAN REVIEW AND INSPECTION SERVICES DECEMBER 2024 | 1,957.32 |
| Vendor 2633 - TRB AND ASSOCIATES, INC. Total:          |                |              |                |                                                   | 7,422.22 |
| Vendor: 1196 - TYLER BUSINESS FORMS                    |                |              |                |                                                   |          |
| 100759                                                 | 106685         | 02/14/2025   | 100-115-42201  | 1099 NEC 4 PART FORMS                             | 1,279.22 |
| Vendor 1196 - TYLER BUSINESS FORMS Total:              |                |              |                |                                                   | 1,279.22 |
| Vendor: USP01 - U.S. POSTMASTER                        |                |              |                |                                                   |          |
| 124620                                                 | 106625         | 02/11/2025   | 209-551-42514  | POSTAGE FOR EVENT FLYER - COMMUNITY SERVICES      | 1,486.74 |
| Vendor USP01 - U.S. POSTMASTER Total:                  |                |              |                |                                                   | 1,486.74 |
| Vendor: 2347 - UNION PACIFIC RAILROAD COMPANY          |                |              |                |                                                   |          |
| 90138202                                               | 106624         | 02/07/2025   | 325-342-47205  | PEDESTRIAN IMPROVEMENTS AT TENNENT NEAR RR        | 3,979.23 |
| Vendor 2347 - UNION PACIFIC RAILROAD COMPANY Total:    |                |              |                |                                                   | 3,979.23 |
| Vendor: UNI07 - UNIVERSAL BUILDING SVCS.               |                |              |                |                                                   |          |
| 18047                                                  | 106686         | 02/14/2025   | 100-222-42108  | JANITORIAL SUPPLIES PD                            | 222.35   |
| 18051                                                  | 106686         | 02/14/2025   | 100-343-42108  | JANITORIAL SUPPLIES CY                            | 198.97   |
| 18051-1                                                | 106686         | 02/14/2025   | 100-343-42108  | JANITORIAL SUPPLIES CY                            | 270.24   |



## WARRANT LISTING

Payment Dates: 2/1/2025 - 2/14/2025

| Payable Number                                         | Payment Number | Payment Date | Account Number | Description (Payable)                       | Amount       |
|--------------------------------------------------------|----------------|--------------|----------------|---------------------------------------------|--------------|
| 533017                                                 | 106686         | 02/14/2025   | 500-641-42108  | JANITORIAL SERVICES JANUARY 2025 WPCP       | 559.00       |
| Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:         |                |              |                |                                             | 1,250.56     |
| Vendor: USB06 - US BANK JANUARY 2025                   | 106687         | 02/14/2025   | 100-20018      | CITYWIDE CREDIT CARD PURCHASES              | 15,728.92    |
| Vendor USB06 - US BANK Total:                          |                |              |                |                                             | 15,728.92    |
| Vendor: 2828 - VESTIS                                  |                |              |                |                                             |              |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 209-552-43804  | LAUNDRY SERVICES WPCP AND PSC               | 201.49       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 209-552-43804  | LAUNDRY SERVICES WPCP AND PSC               | 181.12       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 209-552-43804  | LAUNDRY SERVICES WPCP AND PSC               | 181.12       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 209-552-43804  | LAUNDRY SERVICES WPCP AND PSC               | 181.12       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 500-641-44410  | LAUNDRY SERVICES WPCP AND PSC               | 482.44       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 500-641-44410  | LAUNDRY SERVICES WPCP AND PSC               | 474.10       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 500-641-44410  | LAUNDRY SERVICES WPCP AND PSC               | 471.60       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 500-641-44410  | LAUNDRY SERVICES WPCP AND PSC               | 471.60       |
| 939388000-01312025                                     | 106688         | 02/14/2025   | 500-641-44410  | LAUNDRY SERVICES WPCP AND PSC               | 471.60       |
| Vendor 2828 - VESTIS Total:                            |                |              |                |                                             | 3,116.19     |
| Vendor: 2603 - WEST VALLEY CONSTRUCTION CO, INC.       |                |              |                |                                             |              |
| 204696                                                 | 106689         | 02/14/2025   | 500-642-47201  | ENGINEERING DESIGNS SVCS FOR SANITARY SEWER | 2,640.00     |
| Vendor 2603 - WEST VALLEY CONSTRUCTION CO, INC. Total: |                |              |                |                                             | 2,640.00     |
| Grand Total:                                           |                |              |                |                                             | 1,046,685.77 |

## Report Summary

## Fund Summary

| Fund                                          | Payment Amount      |
|-----------------------------------------------|---------------------|
| 100 - General Fund                            | 455,021.94          |
| 105 - Measure S -2006                         | 374.81              |
| 106 - MEASURE S-2014                          | 27,948.71           |
| 160 - EQUIPMENT RESERVE                       | 69,950.21           |
| 200 - Gas Tax Fund                            | 32,831.97           |
| 201 - Restricted Real Estate Maintenance Fund | 119.04              |
| 206 - Supplemental Law Enforcement Svc Fund   | 960.00              |
| 207 - NPDES Storm Water Fund                  | 1,596.51            |
| 209 - Recreation Fund                         | 92,446.32           |
| 212 - Building & Planning                     | 31,477.97           |
| 285 - Housing Land Held for Resale            | 6,047.50            |
| 310 - Lighting & Landscape Districts          | 1,559.72            |
| 325 - City Street Improvements                | 13,848.84           |
| 500 - Sewer Enterprise Fund                   | 269,229.41          |
| 505 - Cable Access TV                         | 668.07              |
| 525 - Information Systems                     | 41,917.65           |
| 998 - Payroll Clearing                        | 687.10              |
| <b>Grand Total:</b>                           | <b>1,046,685.77</b> |

## Account Summary

| Account Number | Account Name                | Payment Amount |
|----------------|-----------------------------|----------------|
| 100-000-31510  | Other Tax/Business Lice...  | 88.00          |
| 100-110-41002  | Emp Benefits/Dental         | 261.20         |
| 100-110-41003  | Emp Benefits/Vision Care    | 64.40          |
| 100-110-41005  | Emp Benefits/Employee...    | 100.04         |
| 100-110-42301  | Travel & Training/Conf-R... | 70.00          |
| 100-110-42514  | Admin Exp/Special Depa...   | 75.00          |
| 100-111-41002  | Emp Benefits/Dental         | 236.40         |
| 100-111-41003  | Emp Benefits/Vision Care    | 48.30          |
| 100-111-41005  | Emp Benefits/Employee...    | 50.02          |
| 100-111-42201  | Office Expense              | 80.27          |
| 100-112-41002  | Emp Benefits/Dental         | 382.80         |
| 100-112-41003  | Emp Benefits/Vision Care    | 48.30          |
| 100-112-41005  | Emp Benefits/Employee...    | 75.03          |
| 100-112-42101  | Prof Svcs/Professional Se.. | 1,012.50       |
| 100-113-41002  | Emp Benefits/Dental         | 127.60         |
| 100-113-41003  | Emp Benefits/Vision Care    | 16.10          |
| 100-113-41005  | Emp Benefits/Employee...    | 25.01          |
| 100-115-41002  | Emp Benefits/Dental         | 364.00         |
| 100-115-41003  | Emp Benefits/Vision Care    | 48.30          |
| 100-115-41005  | Emp Benefits/Employee...    | 75.03          |
| 100-115-42101  | Prof Svcs/Professional Se.. | 10,337.50      |
| 100-115-42201  | Office Expense              | 1,279.22       |
| 100-116-41002  | Emp Benefits/Dental         | 229.20         |
| 100-116-41003  | Emp Benefits/Vision Care    | 48.30          |
| 100-116-41005  | Emp Benefits/Employee...    | 75.03          |
| 100-116-42101  | Prof Svcs/Professional Se.. | 324.20         |
| 100-116-42504  | Admin Exp/Recruitment ...   | 541.50         |
| 100-117-41004  | Emp Benefits/PERS Retir...  | 307,188.66     |
| 100-20011      | Accounts Payable/Miscel...  | 39,815.88      |
| 100-20018      | Accounts Payable/CalCa...   | 15,728.92      |
| 100-20022      | Accounts Payable/Use T...   | 596.00         |
| 100-221-41002  | Emp Benefits/Dental         | 2,104.40       |
| 100-221-41003  | Emp Benefits/Vision Care    | 338.10         |
| 100-221-41005  | Emp Benefits/Employee...    | 600.25         |
| 100-221-42101  | Prof Svcs/Professional Se.. | 5,344.61       |
| 100-221-42107  | Prof Svcs/Equipment Ma...   | 10,609.79      |

## Account Summary

| Account Number | Account Name                  | Payment Amount |
|----------------|-------------------------------|----------------|
| 100-221-42201  | Office Expense                | 72.82          |
| 100-221-42301  | Travel & Training/Conf-R...   | 659.00         |
| 100-221-42304  | Travel & Training/Officer...  | 190.00         |
| 100-221-42510  | Admin Exp/Software Pur...     | 1,757.25       |
| 100-221-42514  | Admin Exp/Special Depa...     | 126.48         |
| 100-221-44410  | Safety Clothing               | 17.51          |
| 100-221-46201  | Insurance/General Liabili...  | 5,928.95       |
| 100-221-47106  | FF&E/Computer Equipm...       | 2,140.97       |
| 100-222-41002  | Emp Benefits/Dental           | 542.40         |
| 100-222-41003  | Emp Benefits/Vision Care      | 80.50          |
| 100-222-41005  | Emp Benefits/Employee...      | 162.45         |
| 100-222-42101  | Prof Svcs/Professional Se..   | 485.00         |
| 100-222-42108  | Prof Svcs/Building-Struc...   | 355.76         |
| 100-222-42201  | Office Expense                | 507.27         |
| 100-222-42514  | Admin Exp/Special Depa...     | 217.32         |
| 100-222-43103  | Utilities/Electricity & Po... | 4,620.54       |
| 100-222-43105  | Utilities/Cable               | 249.40         |
| 100-222-44410  | Safety Clothing               | 627.44         |
| 100-223-41002  | Emp Benefits/Dental           | 1,084.80       |
| 100-223-41003  | Emp Benefits/Vision Care      | 161.00         |
| 100-223-41005  | Emp Benefits/Employee...      | 287.49         |
| 100-223-42101  | Prof Svcs/Professional Se..   | 126.90         |
| 100-223-43103  | Utilities/Electricity & Po... | 924.11         |
| 100-231-41004  | Emp Benefits/PERS Retir...    | 299.33         |
| 100-231-43103  | Utilities/Electricity & Po... | 3,696.43       |
| 100-231-44306  | Other Materials Supp/M...     | 57.79          |
| 100-341-41002  | Emp Benefits/Dental           | 465.60         |
| 100-341-41003  | Emp Benefits/Vision Care      | 80.50          |
| 100-341-41005  | Emp Benefits/Employee...      | 75.03          |
| 100-341-42101  | Prof Svcs/Professional Se..   | 1,680.00       |
| 100-342-42514  | Admin Exp/Special Depa...     | 238.16         |
| 100-342-44306  | Other Materials Supp/M...     | 59.45          |
| 100-342-46201  | Insurance/General Liabili...  | 5,015.38       |
| 100-343-41002  | Emp Benefits/Dental           | 868.80         |
| 100-343-41003  | Emp Benefits/Vision Care      | 128.80         |
| 100-343-41005  | Emp Benefits/Employee...      | 200.08         |
| 100-343-42107  | Prof Svcs/Equipment Ma...     | 5,058.77       |
| 100-343-42108  | Prof Svcs/Building-Struc...   | 3,553.77       |
| 100-343-42301  | Travel & Training/Conf-R...   | 332.50         |
| 100-343-43102  | Utilities/Water               | 197.82         |
| 100-343-44306  | Other Materials Supp/M...     | 2,655.33       |
| 100-343-44410  | Safety Clothing               | 621.39         |
| 100-345-42108  | Prof Svcs/Building-Struc...   | 375.00         |
| 100-345-43102  | Utilities/Water               | 5,931.38       |
| 100-345-43103  | Utilities/Electricity & Po... | 71.63          |
| 100-345-44306  | Other Materials Supp/M...     | 2,163.48       |
| 100-465-41002  | Emp Benefits/Dental           | 178.40         |
| 100-465-41003  | Emp Benefits/Vision Care      | 32.20          |
| 100-465-41005  | Emp Benefits/Employee...      | 25.01          |
| 100-465-42101  | Prof Svcs/Professional Se..   | 2.19           |
| 100-466-42101  | Prof Svcs/Professional Se..   | 687.50         |
| 100-466-42403  | Dues & Pub/Advertising        | 535.00         |
| 105-221-41002  | Emp Benefits/Dental           | 255.20         |
| 105-221-41003  | Emp Benefits/Vision Care      | 32.20          |
| 105-221-41005  | Emp Benefits/Employee...      | 62.40          |
| 105-231-41005  | Emp Benefits/Employee...      | 25.01          |
| 106-222-41002  | Emp Benefits/Dental           | 127.60         |
| 106-222-41003  | Emp Benefits/Vision Care      | 16.10          |



## Account Summary

| Account Number | Account Name                  | Payment Amount |
|----------------|-------------------------------|----------------|
| 106-222-41005  | Emp Benefits/Employee...      | 25.01          |
| 106-345-47203  | Improvements/Parks            | 21,920.00      |
| 106-466-42101  | Prof Svcs/Professional Se..   | 5,860.00       |
| 160-20022      | Accounts Payable/Use T...     | 1,277.00       |
| 160-345-47104  | FF&E/Vehicles                 | 68,673.21      |
| 200-20022      | Accounts Payable/Use T...     | 68.00          |
| 200-342-42101  | Prof Svcs/Professional Se..   | 30,431.03      |
| 200-342-43103  | Utilities/Electricity & Po... | 2,332.94       |
| 201-343-43103  | Utilities/Electricity & Po... | 119.04         |
| 206-227-47105  | FF&E/Equipment (not-C...      | 960.00         |
| 207-20022      | Accounts Payable/Use T...     | 78.00          |
| 207-344-42107  | Prof Svcs/Equipment Ma...     | 1,184.98       |
| 207-344-42514  | Admin Exp/Special Depa...     | 333.53         |
| 209-20014      | Accounts Payable/Sales ...    | 2,020.00       |
| 209-20308      | Deposits Payable/Recrea...    | 275.00         |
| 209-551-41002  | Emp Benefits/Dental           | 306.00         |
| 209-551-41003  | Emp Benefits/Vision Care      | 48.30          |
| 209-551-41005  | Emp Benefits/Employee...      | 37.63          |
| 209-551-42514  | Admin Exp/Special Depa...     | 1,486.74       |
| 209-551-47203  | Improvements/Parks            | 65,700.00      |
| 209-552-41002  | Emp Benefits/Dental           | 159.60         |
| 209-552-41003  | Emp Benefits/Vision Care      | 32.20          |
| 209-552-41005  | Emp Benefits/Employee...      | 50.02          |
| 209-552-42101  | Prof Svcs/Professional Se..   | 357.27         |
| 209-552-42107  | Prof Svcs/Equipment Ma...     | 507.00         |
| 209-552-42108  | Prof Svcs/Building-Struc...   | 2,963.90       |
| 209-552-43103  | Utilities/Electricity & Po... | 3,463.29       |
| 209-552-43802  | Program Cost/Class Fees       | 1,000.00       |
| 209-552-43804  | Program Cost/Food Prog...     | 3,730.95       |
| 209-552-43809  | Program Cost/Newsletter       | 529.86         |
| 209-552-44306  | Other Materials Supp/M...     | 151.01         |
| 209-553-41005  | Emp Benefits/Employee...      | 25.01          |
| 209-554-41002  | Emp Benefits/Dental           | 127.60         |
| 209-554-41003  | Emp Benefits/Vision Care      | 16.10          |
| 209-554-41005  | Emp Benefits/Employee...      | 50.02          |
| 209-554-42108  | Prof Svcs/Building-Struc...   | 197.08         |
| 209-554-43103  | Utilities/Electricity & Po... | 220.42         |
| 209-554-44306  | Other Materials Supp/M...     | 496.99         |
| 209-557-42108  | Prof Svcs/Building-Struc...   | 8,494.33       |
| 212-20024      | Accounts Payable/CA Sta...    | 631.10         |
| 212-461-41002  | Emp Benefits/Dental           | 178.40         |
| 212-461-41003  | Emp Benefits/Vision Care      | 32.20          |
| 212-461-41005  | Emp Benefits/Employee...      | 50.02          |
| 212-461-42101  | Prof Svcs/Professional Se..   | 2,330.00       |
| 212-461-42201  | Office Expense                | 248.29         |
| 212-461-42301  | Travel & Training/Conf-R...   | 166.50         |
| 212-462-34211  | Fees/CA State Building F...   | -0.20          |
| 212-462-41002  | Emp Benefits/Dental           | 414.80         |
| 212-462-41003  | Emp Benefits/Vision Care      | 64.40          |
| 212-462-41005  | Emp Benefits/Employee...      | 100.04         |
| 212-462-42101  | Prof Svcs/Professional Se..   | 26,765.89      |
| 212-462-42106  | Prof Svcs/ Software Mai...    | 175.00         |
| 212-462-42201  | Office Expense                | 155.03         |
| 212-462-42301  | Travel & Training/Conf-R...   | 166.50         |
| 285-464-42101  | Prof Svcs/Professional Se..   | 6,047.50       |
| 310-347-42101  | Prof Svcs/Professional Se..   | 941.40         |
| 310-347-43103  | Utilities/Electricity & Po... | 147.62         |
| 310-348-42101  | Prof Svcs/Professional Se..   | 470.70         |

## Account Summary

| Account Number | Account Name                  | Payment Amount      |
|----------------|-------------------------------|---------------------|
| 325-342-47205  | Improvements/Streets          | 13,848.84           |
| 500-20022      | Accounts Payable/Use T...     | 572.00              |
| 500-641-41002  | Emp Benefits/Dental           | 1,156.00            |
| 500-641-41003  | Emp Benefits/Vision Care      | 177.10              |
| 500-641-41005  | Emp Benefits/Employee...      | 275.11              |
| 500-641-42107  | Prof Svcs/Equipment Ma...     | 2,294.79            |
| 500-641-42108  | Prof Svcs/Building-Struc...   | 559.00              |
| 500-641-44302  | Other Materials Supp/SI...    | 7,051.67            |
| 500-641-44303  | Other Materials Supp/C...     | 19,176.24           |
| 500-641-44304  | Other Materials Supp/Pe...    | 25,375.00           |
| 500-641-44305  | Other Materials Supp/La...    | 657.33              |
| 500-641-44306  | Other Materials Supp/M...     | 4,911.84            |
| 500-641-44410  | Safety Clothing               | 2,371.34            |
| 500-642-41002  | Emp Benefits/Dental           | 280.00              |
| 500-642-41003  | Emp Benefits/Vision Care      | 64.40               |
| 500-642-41005  | Emp Benefits/Employee...      | 75.03               |
| 500-642-42514  | Admin Exp/Special Depa...     | 867.77              |
| 500-642-43103  | Utilities/Electricity & Po... | 246.72              |
| 500-642-44306  | Other Materials Supp/M...     | 54.80               |
| 500-642-46201  | Insurance/General Liabili...  | 49.99               |
| 500-642-47201  | Improvements/Building         | 203,013.28          |
| 505-119-41002  | Emp Benefits/Dental           | 255.20              |
| 505-119-41003  | Emp Benefits/Vision Care      | 32.20               |
| 505-119-41005  | Emp Benefits/Employee...      | 50.03               |
| 505-119-43103  | Utilities/Electricity & Po... | 330.64              |
| 525-118-42101  | Prof Svcs/Professional Se..   | 16,298.00           |
| 525-118-42510  | Admin Exp/Software Pur...     | 24,710.40           |
| 525-118-43101  | Utilities/Telephone           | 703.17              |
| 525-118-43105  | Utilities/Cable               | 206.08              |
| 998-20105      | Sal & Ben Payable/Denta...    | 574.40              |
| 998-20106      | Sal & Ben Payable/Vision...   | 112.70              |
|                | <b>Grand Total:</b>           | <b>1,046,685.77</b> |

## Project Account Summary

| Project Account Key | Payment Amount      |
|---------------------|---------------------|
| **None**            | 834,987.26          |
| 21246142101GP2201   | 2,330.00            |
| 32534247205RQ1710   | 2,376.00            |
| 32534247205RO1902   | 3,979.23            |
| 50064247201SS2201   | 203,013.28          |
|                     | <b>Grand Total:</b> |
|                     | <b>1,046,685.77</b> |

Approved By: 

Date: 2/13/2025



## CITY COUNCIL REPORT

9.C.

**DATE:** FEBRUARY 18, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Lilly Whalen, Community Development Director, 510-724-9832,  
lwhalen@pinole.gov  
Kapil Amin, Sustainability Project Manager, N/A, kamin@pinole.gov

**SUBJECT:** RECEIVE AND FILE AN UPDATE ON CLIMATE ACTION AND ADAPTATION  
PLAN BUILDING ENERGY ORDINANCES AND REACH CODES

### **RECOMMENDATION**

Receive and file an update on progress to develop Climate Action and Adaptation Plan building energy ordinances and reach codes

### **BACKGROUND**

Pinole's first Climate Action and Adaptation Plan (CAAP) was adopted in August of 2024, with implementation to occur as funded soon after. 46% of Pinole's greenhouse gas emissions derive from natural gas usage in buildings. Consequently, Pinole's CAAP directs the adoption of the following building energy ordinances by the year 2024:

#### **For new construction:**

***BE-1a** Adopt a single margin source energy score or more stringent ordinance in 2024 to avoid new natural gas construction*

#### **For existing residential buildings:**

***BE-2a** Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for residential buildings*

***BE-2b** After calendar year 2024, include major renovations (i.e., projects that affect over 50% of the building, add an additional 50% of gross floor space to the building, or value more than 50% of the assessed value of the property at time of application submittal) in the all-electric new building requirements*

#### **For existing commercial and mixed-use:**

***BE-3b** Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for commercial and mixed-use buildings*

After consultation with California Energy Codes and Standards Program, a no-cost technical assistance provider for jurisdictions pursuing energy reach codes, staff determined that the best course of action is to postpone the original 2024 adoption of these CAAP ordinances in order to be more impactful, resourceful, and mindful of stakeholders' time.

## **REVIEW AND ANALYSIS**

### **For new construction**

***BE-1a Adopt a single margin source energy score or more stringent ordinance in 2024 to avoid new natural gas construction***

Timing is an essential component to the adoption of new construction reach codes. They require extensive, up-to-date technical information and analysis as well as stakeholder engagement which can easily take up to 4-6 months. Technical studies of the proposed requirement to improve performance for new construction must prove cost-effectiveness per California Energy Commission (CEC) requirements. The score is designed to make electrification measures more favorable than gas options without eliminating natural gas as an option, which is preempted by the Federal Energy Policy and Conservation Act per the Berkeley natural gas ban ruling. The cost-effectiveness studies are generated every three years in alignment with release of the triannual building code baseline energy budget. After adoption of the reach code, an additional 2-3 months is needed for CEC review and approval totaling 6-9 months for the entire process. When this is factored in with the expiration of the 2022 Building Code, effective through December 2025, the time, energy, and resources of staff and stakeholders for their enactment are not justified given their brief enforceability period.

Pinole's CAAP was adopted August 2024 so a nine-month enactment period would mean that reach codes adopted in May 2025 would have an enforceability period of merely 7 months before revocation with the incoming 2025 Building Code. By the time the reach codes are effective, a new score informed by a newly published cost-effectiveness study for the 2025 Building Code would need to be taken back to stakeholders, which is not logical or reasonable. Furthermore, after consultation with the Planning department it was determined that no new residential and non-residential new construction projects are in the pipeline through 2025, deeming efforts for a new construction reach code futile.

### **For existing residential buildings**

***BE-2a Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for residential buildings***

***BE-2b After calendar year 2024, include major renovations (i.e., projects that affect over 50% of the building, add an additional 50% of gross floor space to the building, or value more than 50% of the assessed value of the property at time of application submittal) in the all-electric new building requirements***

### **and existing commercial and mixed-use**

***BE-3b Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for commercial and mixed-use buildings***

Existing building reach codes are not as restricted by timing as new construction reach codes because the 2025 State code for additions and alterations does not change much and it is presumed their energy budget baseline will stay the largely the same under the new code. After consulting with California Energy Codes and Standards Program, the CAAP's current reach code action requiring all AC units be two-way (that is, configured to serve as a heat pump space conditioner as well) is preempted by the Federal Energy Policy and Conservation Act because it enforces a mandatory switch to heat pump HVAC systems which is not allowed.



California Energy Codes and Standards Program is exploring another option which would require that AC replacements be *either* two-way units or that other major improvements be installed instead. Another alternative is a flexible compliance pathway (aka FlexPath) ordinance. In a FlexPath ordinance, the building owner must meet a designated score via selection from a menu of measures. The scoring is such a project could comply by installing a suite of cost-effective measures, or by installing other measures with equivalent energy savings, such as a heat pump water heater or space heater. The cost-effective measures, scoring system, and model ordinance language are currently ready for single-family major renovations; minor updates will be needed for the 2025 code but the structure will remain essentially the same. Flexpath is not a good option for multifamily and non-residential renovation projects because of the varied nature of these buildings and ownership structures. California Energy Codes and Standards Program is exploring other options for existing multifamily and non-residential buildings, including prescriptive requirements that may include heat pump measures as one of the possible compliance pathways. Staff is working with California Energy Codes and Standards Program to see if it also makes sense to treat major renovations as new construction and fold them into the new construction reach code per the CAAP, in addition to a separate FlexPath ordinance for smaller renovations. Staff will also assess if it is resourceful to adopt the Flexpath ordinance in the current code cycle or wait to adopt it along with 2025 Code amendments (effective January 2026) for new construction as well as existing multifamily and non-residential and possibly, AC replacement, to be taken as one package for relevant stakeholder input.

### **FISCAL IMPACT**

There is no fiscal impact for receiving and filing this update.

### **ATTACHMENTS**

None



## **CITY COUNCIL REPORT**

**9.D.**

**DATE:** FEBRUARY 18, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov  
**SUBJECT:** APPROVE LETTER TO STATE LEGISLATORS URGING CALTRANS TO ADDRESS LITTER ALONG I-80

### **RECOMMENDATION**

Staff recommends that the City Council review and approve the attached letter of support to be sent to the California State Legislature, advocating for infrastructure solutions and increased proactive cleanup efforts along I-80 in Pinole.

### **BACKGROUND**

On November 19, 2024, the City Council approved a future agenda item to consider issuing a letter of support requesting legislative action to address the persistent accumulation of freeway-generated litter along I-80.

Litter and debris have been an ongoing issue along freeway exits and on-ramps throughout Pinole. The accumulation of trash along the highway negatively impacts aesthetics, community pride, and environmental health. Despite ongoing cleanup efforts, wind and vehicle turbulence often disperse trash from the freeway onto adjacent streets, open spaces, and waterways, exacerbating pollution and maintenance challenges.

A 2021 Pinole Creek Watershed Trash Assessment documented the volume and types of litter present in Pinole Creek, which drains into San Pablo Bay. The study estimated that 9,200 gallons of trash—enough to fill 264 standard trash bins—entered the creek in Fall 2021, with single-use plastic food packaging and cigarette waste identified as the most common pollutants. While the assessment did not determine specific sources of the litter, freeway-adjacent areas, including Appian Way and Pinole Valley Road on- and off-ramps, are known to experience frequent trash accumulation, contributing to overall pollution concerns in the watershed.

This issue was brought to the attention of state transportation officials in November 2023, and over the past 20 months, the City's Code Enforcement team alone has submitted at least eight formal complaints regarding the accumulation of freeway litter. While some cleanups have been performed, the reactive nature of these efforts has not been sufficient to prevent recurring pollution.

### **REVIEW AND ANALYSIS**

The continued accumulation of litter along I-80 in Pinole requires a shift from reactive cleanups

to proactive solutions. Despite periodic cleaning, trash consistently collects along freeway exits and on-ramps, posing environmental, aesthetic, and public health concerns.

The City urges the California State Legislature to take action to address freeway litter by advocating for the following immediate and long-term measures:

- Increased frequency of litter removal in affected areas.
- Exploration of options for better signage and public awareness campaigns to discourage littering.
- Installation of k-rails along the edges of freeway on- and off-ramps to contain trash at the source, prevent litter migration, and allow for mechanical street sweeper cleaning rather than staff-intensive manual removal.

Without these interventions, freeway litter will continue to accumulate, requiring ongoing city maintenance resources and harming local waterways and natural habitats. The City has repeatedly attempted to address this issue through formal complaints and direct outreach, and we urge the State Legislature to take action to prioritize infrastructure-based and operational solutions to prevent further degradation of the community.

### **FISCAL IMPACT**

Approval of this letter of support does not have a direct fiscal impact on the City of Pinole. Any costs associated with the installation and maintenance of k-rails or increased litter removal efforts would be the responsibility of state transportation agencies and other relevant entities.

### **ATTACHMENTS**

- A. Letter to the California State Legislature Requesting Action on Freeway Litter

# CITY OF PINOLE

2131 Pear Street  
Pinole, California 94564



(510) 724-9000  
cityhall@pinole.gov  
www.pinole.gov

February XX, 2025

Assemblymember Buffy Wicks, District 14  
1515 Clay Street, Suite 2201  
Oakland, CA 94612

Senator Jesse Arreguin, District 7  
1515 Clay Street, Suite 2202  
Oakland, CA 94612

RE: Request to Address Trash From Interstate 80

Dear Assemblymember Wicks and Senator Arreguin:

I am writing to express my concern regarding the ongoing litter problem along I-80 through Pinole and some suggestions to address the problem. Over the past 20 months, Pinole's Code Enforcement team alone has submitted at least eight formal complaints to Caltrans regarding the significant accumulation of litter and debris along freeway exits and on-ramps in our city. This growing accumulation of trash and debris along the stretch of I-80 through Pinole not only impacts the visual appeal of our community but also poses environmental and safety hazards to motorists, pedestrians, and wildlife. See photos attached.

Trash originating from the I-80 corridor frequently blows beyond the highway and accumulates along the shoulders at both the Appian Way and Pinole Valley Road on- and off- ramps and then into community and directly into the Pinole Creek. The 2021 Pinole Creek Watershed Trash Assessment identified the type of trash entering the creek, with single-use plastic food packaging, such as bags, cups, and containers, as well as cigarette waste being the most common pollutants. The Assessment estimated that there were 9,200 gallons of litter in the creek during the fall of 2021, enough to fill 264 standard trash bins. Given that Pinole Creek drains into San Pablo Bay, the freeway-generated litter is not only a local issue but also contributes to regional water pollution. This same issue was brought to the attention of Caltrans staff in November, 2023.

The litter accumulated along the shoulders of I-80 which includes plastic bottles, food wrappers, tires, etc., persists despite occasional cleaning efforts. It appears that cleaning is only reactive following complaints registered on the Caltrans website. It is clear that more frequent, proactive measures are needed to maintain a clean and safe environment for all who travel this route.

To address this issue effectively, I respectfully request that Caltrans take the following actions:



1. Increase the frequency of litter removal in the affected area to prevent excessive buildup.
2. Explore options for better signage or public awareness campaigns to discourage littering.
3. Implement measures to contain freeway generated litter at the source, such as installing k-rails along the edge of the freeway and on- and off-ramps. The current maintenance methods used to clean-up of the on- and off-ramps, as well as the adjacent slopes, is done manually and is very staff intensive. Installation of k-rails could reduce the amount of trash migrating from the roadway and allow for mechanical cleaning via street sweeper-type equipment.

Pinole residents and businesses have long expressed frustration over the deteriorating condition of these corridors. Without infrastructure improvements, the cycle of pollution and escalating maintenance costs will continue. I am confident that Caltrans, as a leading agency responsible for maintaining our transportation infrastructure, can take proactive steps to resolve this issue.

I appreciate your attention to this matter and look forward to seeing improvements to our community. Thank you for your time and consideration.

Sincerely,

Cameron Sasai, Mayor

Cc: [ida.kwong@dot.ca.gov](mailto:ida.kwong@dot.ca.gov)

[Dina.El-Tawansy@dot.ca.gov](mailto:Dina.El-Tawansy@dot.ca.gov)

Exhibit A

Photos



I-80 at Pinole Valley Road



West-bound on-ramp at creek over crossing (note the guard rail that allows trash to flow freely into creek)





East-bound exit at creek over crossing (note the guard rail that allows trash to flow freely into creek)



Trash from I-80 migrating to Pinole Valley Road (January 15, 2025)



Trash from I-80 migrating to the west-bound I-80 off ramp – a major entrance-point to Pinole (January 15, 2025)



## CITY COUNCIL REPORT

9.E.

**DATE:** FEBRUARY 18, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Faby Guillen, Capital Improvement/Environmental Program Manager ,  
fguillen@pinole.gov

**SUBJECT:** FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT  
WITH WEST YOST FOR ADDITIONAL SERVICES ASSOCIATED WITH THE  
STORM DRAIN MASTER PLAN.

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution:

1. Approving a first amendment to the Consulting Services Agreement with West Yost dated August 16, 2023 (the "Agreement") to increase the total amount paid for services by \$109,040 for additional services related to the Storm Drain Master Plan for a total not to exceed contract amount of \$352,304; and to extend the term to the agreement for an additional twelve months; and
2. Authorizing the City Manager to execute the first amendment to the Agreement; and
3. Authorize a Field Inspection Contingency at an amount not to exceed \$16,014; and
4. Authorize the City Manager to execute any necessary change orders to complete additional Field Inspections within the project contingency amount of \$16,014.

### **BACKGROUND**

The development of a Storm Drain Master Plan (SDMP) is an approved project in the City of Pinole's currently adopted Capital Improvement Plan (CIP). The Project evaluates the current flood control system including vulnerabilities to climate change and establishes a series of infrastructure improvement priorities to safeguard the community from flood risk. The development of an SDMP begins with an inventory and assessment of the City's Storm Drain network.

On August 15, 2023, after a Request for Proposal process, the City entered into a Consultant Services Agreement with West Yost for an amount of \$243,264, based on their extensive experience in delivering similar projects that cover all aspects of wastewater, recycled water, groundwater, and stormwater engineering.

The original contract with West Yost included the initial basic data collection and document review to prepare a data collection strategy for the collection of City-wide storm drain system infrastructure. Their proposal did not include extensive field inspection efforts necessary for the SDMP. These efforts were intended to be contracted by the City via an on-call consultant. However, due to unforeseen events, this on-call consultant was unable to do this work.



Subsequently, City staff requested West Yost to provide a proposal to perform these additional services, which are required for the completion of the SDMP and necessary to keep the project moving forward and avoid major delays.

## **REVIEW AND ANALYSIS**

On December 20, 2024, staff received a Contract Amendment Request for the Storm drain Master Plan to perform the remainder of field inspections, management of the field work and collected data, and related project management required for the additional work, in an amount not to exceed \$109,040. Additionally, a contingency budget is being requested for clearing debris during the field inspections of each storm drain inlet, if needed, for an amount of \$16,014.

West Yost's proposed level of effort and budget are explained in their proposal. (Attachment B).

## **FISCAL IMPACT**

The FY 2024/25 adopted CIP budget includes \$150,000.00 in funding for the Project. There are sufficient funds allocated to amend the contract with West Yost for the Project's additional scope of services, in an amount not to exceed \$109,040; and a contingency amount of \$16,014 should it be needed. The total amount of \$125,054 will be covered by the adopted CIP budget.

## **ATTACHMENTS**

- A. Resolution
- B. Draft Amendment

**RESOLUTION NO. 2025-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A FIRST  
AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH WEST YOST  
FOR ADDITIONAL SERVICES ASSOCIATED WITH THE STORM DRAIN MASTER  
PLAN**

**WHEREAS**, the City of Pinole (“City”) adopted a Capital Improvement Plan (CIP) which includes the development of a Storm Drain Master Plan (CIP Project # IN1703), as a funded project; and

**WHEREAS**, on August 15, 2023, City Council adopted Resolution 2023-65 to award a contract to West Yost (“Consultant”) for evaluating the flood control system including vulnerabilities to climate change and establish a series of infrastructure improvement priorities, in an amount not to exceed \$243,264; and

**WHEREAS**, the total budget identified for the Project in the adopted FY 2023-24 Capital Improvement Project was \$250,000; and

**WHEREAS**, the City of Pinole and West Yost entered into a Consulting Services Agreement for the Storm Drain Master Plan on August 16, 2023;

**WHEREAS**, the original agreement with West Yost included the initial basic data collection and document review to prepare a data collection strategy for the collection of City-wide storm drain system infrastructure; and

**WHEREAS**, the original agreement with West Yost expires on August 15, 2025; and

**WHEREAS**, West Yost’s proposal did not include extensive field inspection efforts necessary for the Storm Drain Master Plan. These efforts were intended to be contracted by the City via an on-call consultant. Due to unforeseen events, this on-call consultant was unable to do this work; and

**WHEREAS**, the budget identified for the Project in the adopted FY 2024-25 Capital Improvement Project was \$150,000; and

**WHEREAS**, staff received a contract amendment request for the Storm drain Master Plan to perform the remainder of field inspections, management of the field work and collected data, and related project management required for the additional work, in an amount not to exceed \$109,040; and

**WHEREAS**, the budget increase of \$109,040 for the additional services from West Yost would increase the total amount to \$352,304; and

**WHEREAS**, the term of the agreement is to be extended for an additional twelve months to complete the required scope of services by August 15, 2026; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Pinole does hereby approve an amendment to the Consulting Services Agreement with West Yost to increase the amount for additional services to the Storm Drain Master Plan (CIP Project # IN1703) by \$109,040 to a total agreement amount not to exceed \$352,304, and authorizes the City Manager to execute an amendment to the Agreement, in a form approved by the City Attorney.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 18<sup>th</sup> of February 2025 by the following vote, to-wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18<sup>th</sup> day of February 2025.

---

Heather Bell  
City Clerk

**AMENDMENT NO. 1 TO THE  
CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF PINOLE AND WEST YOST**

This Amendment No. 1 (the “First Amendment”) to the Consulting Services Agreement dated August 16, 2023 (the “Agreement”), between the City of Pinole, a general law city and municipal corporation, (“City”) and West Yost (“Consultant”) (together sometimes referred to as “Parties”) is approved as of the date executed below.

This First Amendment is entered into light of the following recited facts (each a “Recital”).

**RECITALS**

- A. The Parties entered into the Consulting Services Agreement dated August 16, 2023 (the “Agreement”) for providing the City of Pinole’s Public Works Department consulting services for the Storm Drain Master Plan project (IN1703), in an amount not to exceed \$243,264.00.
- B. The Parties desire to amend this Agreement to enter into the First Amendment to extend the term of the Agreement to August 15, 2026.
- C. The Parties desire to update the work scope of the Agreement, as shown in Exhibit A-1, for an additional amount of \$109,040.00.

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

**TERMS**

- 1. **SCOPE OF WORK**. The Scope of Work set forth in Exhibit A of the Agreement is hereby amended to include Exhibit A-1, attached to this First Amendment and incorporated into this Amendment by this reference.
- 2. **TERM OF SERVICES**. Section 1.1 of the Agreement is hereby amended to extend the term of this Agreement to August 15, 2026.
- 3. **COMPENSATION**. Section 2 of the Agreement is hereby amended to a total amount not to exceed \$109,040.00 for the term of the extension.
- 4. **CONTINUING EFFECT OF AGREEMENT**. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.



IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their respective representatives, thereunto duly authorized as of the date first written above.

City of Pinole

West Yost

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Elizabeth Drayer, Vice President, PE

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Eric S. Casher, City Attorney

Dated: \_\_\_\_\_

Attested By:

\_\_\_\_\_  
Heather Bell, City Clerk

Dated: \_\_\_\_\_

## **Exhibit A-1**

### **Work Scope and Fee Schedule**

December 20, 2024

SENT VIA: EMAIL

Faby Guillen  
City of Pinole Public Works Department  
2131 Pear Street  
Pinole, CA 9564

**SUBJECT: Contract Amendment Request for the Storm Drain Master Plan**

Dear Faby:

The purpose of this letter proposal is to provide the City of Pinole (City) with a proposed Scope of Services, Budget, and Schedule for the contract amendment for the City's Storm Drain Master Plan (SDMP).

## **SCOPE OF SERVICES**

Task 2 of the current scope of the SDMP only includes the initial data collection and document review needed to prepare a Data Collection Strategy for the collection of City-wide storm drain system infrastructure data to be used for hydraulic model input. The Data Collection Strategy is described below under Tasks 2.1 and 2.2. This amendment covers West Yost's proposed work for the actual field collection of the data, processing the field data in GIS, review and GIS input of record drawings, and associated project management tasks.

SKL started the field inspection effort, collecting the data necessary for the SDMP through an existing on-call contract with the City. However, due to unforeseen events, SKL is unable to continue work. The pause in field inspections has caused a delay in the project, extending the overall project duration, and resulting in an increase of project management activities. This amendment includes completion of the remaining field inspections, management of the fieldwork and collected data, and the additional project management activities required for the extended project duration under Task 1 of the current SDMP contract. While the field inspection work was planned to be performed by SKL through a contract directly with the City, this budget amendment request shifts the remaining field inspection effort to Murgreen as a subconsultant to West Yost.

## **Task 1. Project Management and Quality Control**

Task 1 of the SDMP includes project administration, workshops and progress meetings, and project QA/QC activities. Progress meetings are scheduled bi-weekly for the duration of the project. The SDMP proposal included an anticipated 14-month project duration and assumed 28 one-hour long progress meetings. With the project kickoff occurring in September 2023, approximately 30 progress meetings have been held to date. We estimate that a Draft SDMP can be provided to the City within eight months of receiving notice to proceed on this budget amendment request. Assuming that the City provides comments on the Draft SDMP within two weeks, a Final SDMP can be provided to the City two weeks after receipt of comments. This updated schedule will result in approximately 18 additional progress meetings, attended by two West Yost staff.

## **Task 2.1 Field Inspections**

For the field inspection task, West Yost identified 453 maintenance holes, drain inlets, and outlets for data collection, as shown on Figure 1. The identified locations are based on the need to collect or verify information to develop the hydraulic model, including pipes greater than or equal to 18-inches in diameter or 15-inches in diameter if it is an outfall to Pinole Creek. This included 398 locations where a measurement is only needed between the ground elevation and the incoming/outgoing pipe invert elevation (shown in green on Figure 1), and 55 locations where the diameter of the incoming/outgoing pipes is also needed (shown in pink on Figure 1). SKL was tasked with completing the survey inspection work under an existing on-call contract through the City. SKL worked with Murgreen as their subcontractor to assist in the data collection. To date, SKL and Murgreen have completed inspections at 178 locations. SKL is unable to complete the work and West Yost will contract with their subcontractor, Murgreen, to complete the remaining work.

Murgreen will perform field inspections for the remaining 275 locations, as shown on Figure 2, including 37 locations where the incoming/outgoing pipe diameter will need to be measured in addition to the invert depth. Murgreen's proposal is included as Attachment A.

West Yost hours for this task includes time that has been spent coordinating with SKL on field inspections completed to date. West Yost will coordinate with Murgreen and the City to complete the remaining field inspections and track progress using the GIS web map. West Yost will identify alternate locations for Murgreen if the ones identified are inaccessible, and participate in coordination calls and progress meetings.

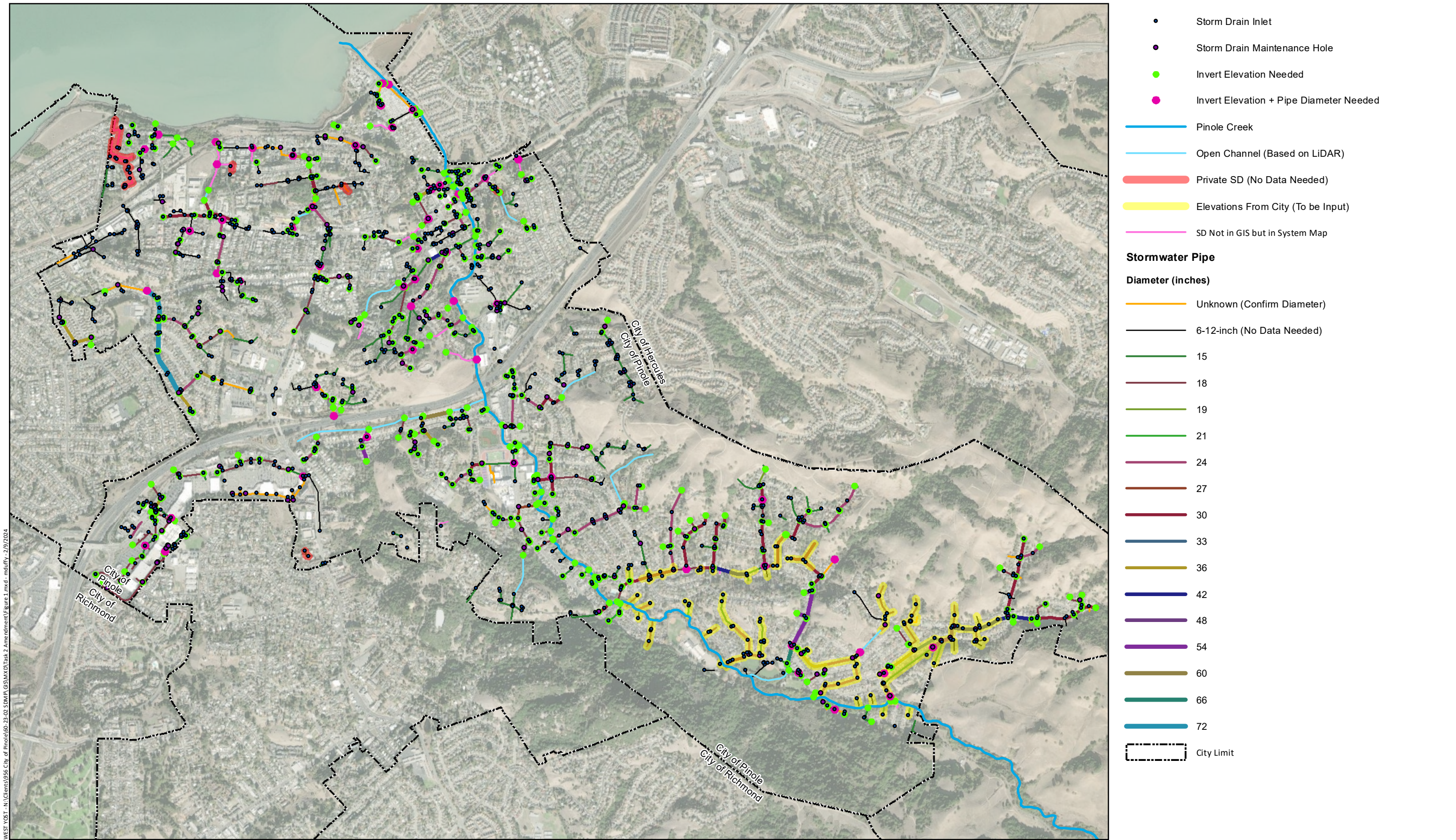
In their proposal, Murgreen has included optional tasks for additional vacuuming of debris to be able to obtain measurements at the identified locations. The cost is \$120 per location for light to medium debris and \$250 per location for heavy debris. As requested by the City, a contingency budget has been added to this proposal to include these additional tasks where necessary, assuming up to 20 percent of the locations have light to medium debris and up to 10 percent of the locations have heavy debris. This work will only be conducted with prior approval from the City. To receive approval, Murgreen will provide West Yost and the City with a photo of the location they are requesting to vacuum and will conduct the work once approval is granted.

## **Task 2.2 Data Management**

SKL has developed a GIS database for the City's existing storm drain system, including storm drain pipes, maintenance holes, drain inlets, and outfalls. The database will be populated by Murgreen with the facility's georeferenced location and the measured depth between the pipe invert elevation and the ground elevation. For the locations specified on Figure 2 as needing pipe diameter data, the measured pipe diameter will also be collected for all incoming and outgoing pipes of the maintenance hole, drain inlet, or outfall.

West Yost worked with SKL to set up the GIS database and web map. West Yost has also reviewed the data from SKL added to date to determine the additional data required to develop the SDMP hydraulic model. After the completion of the field inspections, West Yost will download the GIS database for post-processing and configure it for model input.

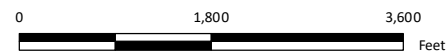




Prepared by:



First Amendment to the Consulting Services Agreement between the City of Pinole and West Yost



Prepared for:

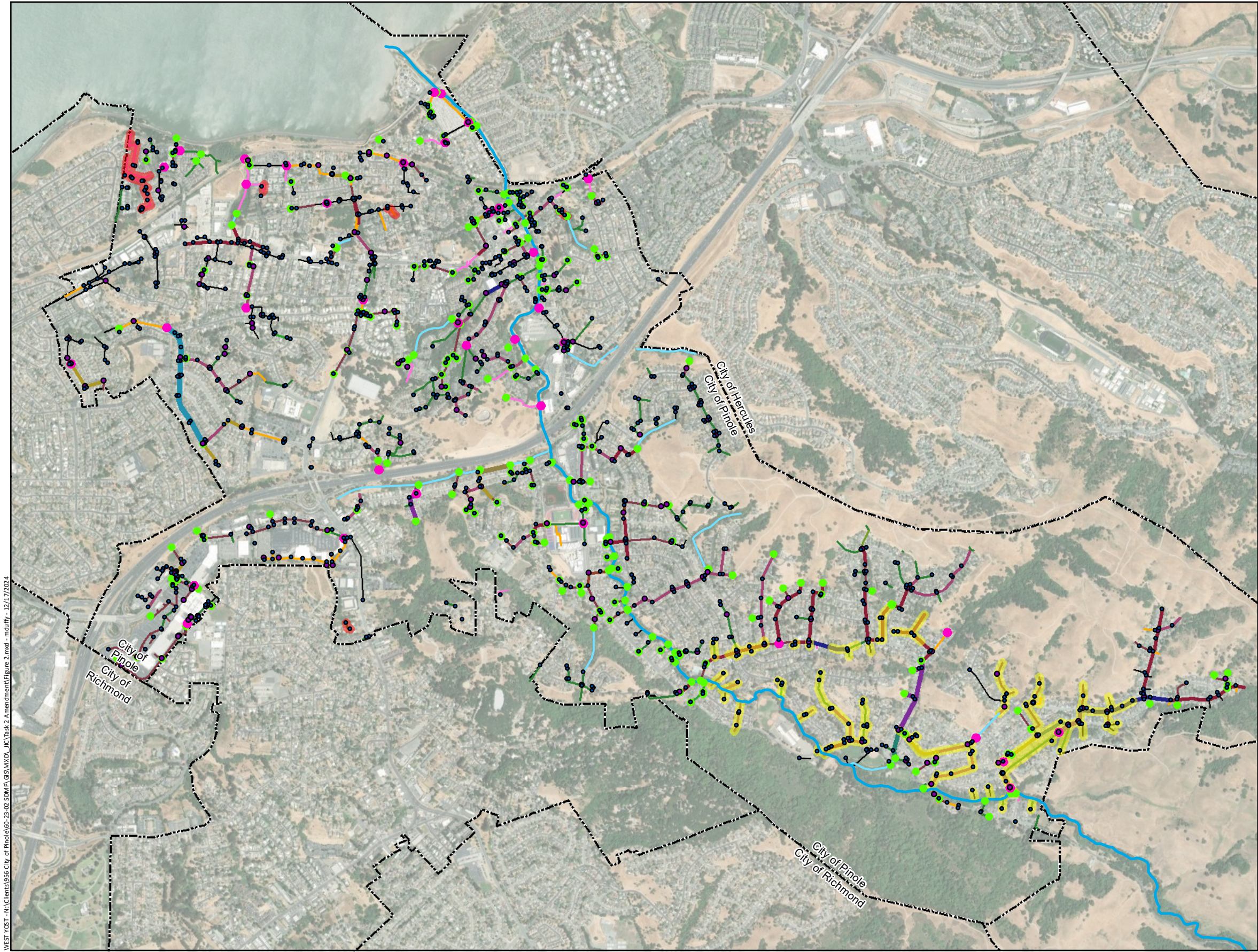
**City of Pinole**  
*Storm Drain Master Plan (SDMP)*

**Stormwater System**  
**Field Inspection Map**  
*Pinole SDMP*

6 of 15 **Figure 1**

Page 74 of 137





- Storm Drain Inlet
- Storm Drain Maintenance Hole
- Invert Depth Needed
- Invert Depth + Incoming Pipe Diameters Needed

- Pinole Creek
- Open Channel (Based on LiDAR)
- Private SD (No Data Needed)
- Elevations From City (To be Input)
- SD Not in GIS but in System Map

**Stormwater Pipe**

**Diameter (inches)**

- Unknown (Confirm Diameter)
- 6-12-inch (No Data Needed)
- 15
- 18
- 19
- 21
- 24
- 27
- 30
- 33
- 36
- 42
- 48
- 54
- 60
- 66
- 72
- City Limit

Prepared by:



First Amendment to the Consulting Services Agreement between the City of Pinole and West Yost



Prepared for:

**City of Pinole**  
*Storm Drain Master Plan (SDMP)*

**Stormwater System Field Inspection**  
**Map as of December 2024**  
*Pinole SDMP*



West Yost will also input the diameter, length, material, and invert elevations for 57 pipes and connecting structures that are included in the System Maps provided by the City. This data input will be done concurrently with the field inspection work.

## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the subtasks described above is shown in Table 1. The scope of services described above will be completed on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2025 Billing Rate Schedule, with a not-to-exceed budget of \$109,040 and a contingency budget of \$16,014 for clearing debris during field inspections if needed. Any additional services not included in this contract amendment request will be performed only after receiving written authorization and a corresponding budget augmentation.

| Table 1. Estimated Level of Effort and Budget  |            |                       |                                         |                             |                                                       |                      |
|------------------------------------------------|------------|-----------------------|-----------------------------------------|-----------------------------|-------------------------------------------------------|----------------------|
| Task                                           | WY Hours   | WY Fee <sup>(a)</sup> | Technology & Admin. Cost <sup>(a)</sup> | Murgreen Fee <sup>(a)</sup> | Murgreen Fee with Subcontractor Markup <sup>(a)</sup> | Total <sup>(a)</sup> |
|                                                |            |                       | 6 percent                               |                             | 10 percent                                            |                      |
| Task 1. Project Management and Quality Control | 36         | 11,322                | 679                                     | -                           | -                                                     | 12,001               |
| Task 2.1. Field Inspections                    | 32         | 8,342                 | 501                                     | 52,000                      | 57,200                                                | 66,043               |
| Task 2.2. Data Management                      | 116        | 29,242                | 1,755                                   | -                           | -                                                     | 30,997               |
| <b>Total</b>                                   | <b>184</b> | <b>\$48,906</b>       | <b>\$2,934</b>                          | <b>\$52,000</b>             | <b>\$57,200</b>                                       | <b>\$109,040</b>     |
| Field Inspection Contingency                   | 4          | \$1,124               | 67                                      | \$13,475                    | \$14,823                                              | \$16,014             |
| (a) Amounts shown in dollars.                  |            |                       |                                         |                             |                                                       |                      |

## SCHEDULE

Task 1 is ongoing throughout the duration of the SDMP. Murgreen anticipates completing Task 2.1 within 4 weeks after receiving notice to proceed. West Yost will coordinate with Murgreen during their field inspections and anticipates completing Task 2.2 within 3 weeks of receiving data from Murgreen to incorporate into the SDMP hydraulic model.

Thank you for providing West Yost the opportunity to be of continued service to the City of Pinole. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,  
WEST YOST



Melissa Duffy, PE  
Senior Engineer II  
RCE #87217

Attachment(s): A. Murgreen Proposal  
B. West Yost 2025 Billing Rates Schedule

## Attachment A

### Murgreen Proposal





December 4th, 2024

Melissa Duffy  
Senior Engineer  
West Yost  
Pinole, CA

**Project Name: Survey Storm Drain Manhole Depth**

**Subject: Manhole Dipping**

Dear Melissa:

Murgreen Environmental Company is located in Northern California, with a local office in Tracy, CA. We are a team of Geologists, GIS specialists and Engineers capable of providing quality condition assessment, smoke testing, flow monitoring, dye testing, pressure testing, GPS survey, CCTV inspections, Hydrojetting/vacuuming and characterization of your underground and above-ground pipelines. We also assist agencies in developing a strategy for Rehabilitating and Replacing assets based on their condition, risk and useful life utilizing their GIS data.

We have experience in various aspects of GIS asset inventory assessment, GPS survey, hardware and software configuration, Geo database development / analysis and management, quality control and assurance of data systems and business process improvement. We consist of 6 professionals that have experience in integrating enterprise historical CAD map data into GIS environment. We have over 25 years of experience with implementing GIS and GPS data platforms for multiple utility agencies across the country.

This scope of work calls for providing accurate Storm drain manhole depth. Murgreen will deploy telescoping leveling rod, tape measure and a field mobile data capture device. The field mobile data capture device will be configured with Arc GIS field map data logger. The following data will be logged and real time access will be provided to West Yost team to monitor the progress of the project. The data logger will capture, photo showing the inside of the Storm drain barrel, depths of the incoming and outgoing pipes and also the amount of debris in each manhole will be documented as light or medium or heavy debris for purpose of cleaning and vacuuming out the debris from the manhole. Based on the PDF map provided by West Yost team (**Appendix A**), for the locations shown in green, only the invert depth for the incoming/outgoing pipes will be captured, measured from the ground elevation to the invert of the pipe. For the pink locations, the invert depth of the incoming/outgoing pipes as well as the diameter of the incoming/outgoing pipes will be captured.

Murgreen Environmental Company proposes to complete this scope based on fees below in Table 1, the fees is based on the numbers of storm drain manhole to be dipped. According to our review of the map document provided, a total of 275 manholes will be dipped at **\$180 per manhole**. The cost to conduct survey per

manhole also includes time, labor & material, mobilization & demobilization.

| Item  | Item Title                                                                         | Estimated Quantity | Unit*       | Unit Price | Amount       |
|-------|------------------------------------------------------------------------------------|--------------------|-------------|------------|--------------|
| 1     | Storm Drain Manhole Dipping                                                        | 275                | Per Manhole | \$180.00   | \$49,500     |
| 2     | Option I: Additional Vacuuming cost, light to medium debris in storm drain channel | Unknown            | Per Manhole | \$120.00   | \$ -         |
| 3     | Option II: Additional Vacuuming cost, heavy debris in storm drain channel          | Unknown            | Per Manhole | \$250.00   | \$ -         |
| 4     | Produced real time access to Arc GIS online instance and project management        | 10                 | Hours       | \$250.00   | \$2,500.00   |
| Total |                                                                                    |                    |             |            | \$ 52,000.00 |

**Exclusions:**

- *Murgreen is not responsible for pre-existing condition of Manhole.*
- *If debris are trapped in the manhole channel and preventing proper access to measuring depth, Murgreen will clean out manholes upon approval from West Yost*
- *By-pass pumping cost is not included in this quote*

**Assumptions:**

- Standard traffic control will be provided by Murgreen.
- Copies of inspection reports and maps will be provided
- Confined Space Entry.
- Vacuuming debris out of the manhole is an optional task
- Access will be provided to Murgreen field staff to dump vacuumed out debris from the manhole channel at City's Corp yard
- Scope of work will be completed within 30 days of receiving a notice to proceed, if all manholes are accessible and free of debris

Thank you for the opportunity in submitting this cost proposal. If you have any Questions regarding this quote proposal, please feel free to call me at 510-332-2314

-Accepted by: \_\_\_\_\_ Print Name/Date: \_\_\_\_\_

Sincerely,

*Felix Oviawe*

Felix Oviawe

President

Murgreen Environmental Company



## Attachment B

### West Yost 2025 Billing Rates Schedule



## 2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)\*

| POSITIONS                                                 | LABOR CHARGES (DOLLARS PER HOUR) |
|-----------------------------------------------------------|----------------------------------|
| <b>ENGINEERING</b>                                        |                                  |
| Principal/Vice President                                  | \$351                            |
| Engineer/Scientist/Geologist Manager I / II               | \$334 / \$348                    |
| Principal Engineer/Scientist/Geologist I / II             | \$301 / \$317                    |
| Senior Engineer/Scientist/Geologist I / II                | \$269 / \$281                    |
| Associate Engineer/Scientist/Geologist I / II             | \$225 / \$239                    |
| Engineer/Scientist/Geologist I / II                       | \$174 / \$204                    |
| Engineering Aide                                          | \$105                            |
| Field Monitoring Services                                 | \$130                            |
| Administrative I / II / III / IV                          | \$93 / \$119 / \$145 / \$159     |
| <b>ENGINEERING TECHNOLOGY</b>                             |                                  |
| Engineering Tech Manager I / II                           | \$344 / \$348                    |
| Principal Tech Specialist I / II                          | \$315 / \$328                    |
| Senior Tech Specialist I / II                             | \$289 / \$305                    |
| Senior GIS Analyst                                        | \$263                            |
| GIS Analyst                                               | \$248                            |
| Technical Specialist I / II / III / IV                    | \$185 / \$212 / \$238 / \$266    |
| Technical Analyst I / II                                  | \$133 / \$159                    |
| Technical Analyst Intern                                  | \$107                            |
| Cross-Connection Control Specialist I / II / III / IV     | \$138 / \$150 / \$168 / \$188    |
| CAD Manager                                               | \$210                            |
| CAD Designer I / II                                       | \$162 / \$182                    |
| <b>CONSTRUCTION MANAGEMENT</b>                            |                                  |
| Senior Construction Manager                               | \$337                            |
| Construction Manager I / II / III / IV                    | \$198 / \$213 / \$227 / \$287    |
| Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1) | \$180 / \$200 / \$222 / \$230    |
| Apprentice Inspector                                      | \$162                            |
| CM Administrative I / II                                  | \$87 / \$117                     |
| Field Services                                            | \$232                            |

- Charges for technology and communication, including general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses, will be billed at 6% of West Yost labor.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

## 2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)\*

### Equipment Charges

| POSITIONS                                      | BILLING RATES |
|------------------------------------------------|---------------|
| 2" Purge Pump & Control Box                    | \$300 / day   |
| Aquacalc / Pygmy or AA Flow Meter              | \$28 / day    |
| Emergency SCADA System                         | \$35 / day    |
| Field Vehicles (Groundwater)                   | \$1.02 / mile |
| Gas Detector                                   | \$80 / day    |
| Generator                                      | \$60 / day    |
| Hydrant Pressure Gauge                         | \$10 / day    |
| Hydrant Pressure Recorder, Impulse (Transient) | \$55 / day    |
| Hydrant Pressure Recorder, Standard            | \$40 / day    |
| Low Flow Pump Back Pack                        | \$135 / day   |
| Low Flow Pump Controller                       | \$200 / day   |
| Powers Water Level Meter                       | \$32 / day    |
| Precision Water Level Meter 300ft              | \$30 / day    |
| Precision Water Level Meter 500ft              | \$40 / day    |
| Precision Water Level Meter 700ft              | \$45 / day    |
| QED Sample Pro Bladder Pump                    | \$65 / day    |
| Skydio 2+ Drone (2 hour mimimum)               | \$100 / hour  |
| Storage Tank                                   | \$20 / day    |
| Sump Pump                                      | \$24 / day    |
| Transducer Communications Cable                | \$10 / day    |
| Transducer Components (per installation)       | \$23 / day    |
| Trimble GPS – Geo 7x                           | \$220 / day   |
| Tube Length Counter                            | \$22 / day    |
| Turbidity Meter                                | \$30 / day    |
| Turbidity Meter (2100Q Portable)               | \$35 / day    |
| Vehicle (Construction Management)              | \$10 / hour   |
| Water Flow Probe Meter                         | \$20 / day    |
| Water Quality Meter                            | \$50 / day    |
| Water Quality Multimeter                       | \$185 / day   |
| Well Sounder                                   | \$30 / day    |



## **CITY COUNCIL REPORT**

**9.F.**

**DATE:** FEBRUARY 18, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Roxane Stone, Deputy City Clerk, Rstone@pinole.gov  
**SUBJECT:** PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE COLLECTION CHARGES FALLING DELINQUENT BETWEEN SEPTEMBER AND DECEMBER 2024, CONSIDERED AT AN ADMINISTRATIVE HEARING ON FEBRUARY 6, 2025

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution authorizing the placement of liens for the purpose of collecting outstanding payments for garbage collection services pursuant to PMC Section 8.08.110 (b) and (c).

### **BACKGROUND**

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on February 6, 2025, regarding unpaid garbage collection services that fell delinquent between September and December 2024. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

### **REVIEW AND ANALYSIS**

### **FISCAL IMPACT**

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 121 properties on which liens are being imposed, representing a total of \$48,472.86 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$7,260.00; the total lien amount including recovery fees is \$55,732.86.

Following approval by Council, a revised list will be provided to the City Clerk for recording, removing properties where accounts have been brought current since the publication of this report.

### **ATTACHMENTS**

## A. Resolution



**RESOLUTION NO. 2025-XX**

**RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED FEBRUARY 6, 2025**

**WHEREAS**, pursuant to the Municipal Code of the City of Pinole, Chapter 8.08, Section 8.08.090, subscription to garbage collection service is required for all premises in the City of Pinole, and the premises described in Exhibit "A" located in the City of Pinole, County of Contra Costa, State of California, were provided with garbage collection services as required by PMC, Chapter 8.08; and

**WHEREAS**, pursuant to the provisions of Section 8.08.110, the owners of said premises were notified in writing of their requirement to subscribe to and make payment for garbage collection services as provided in said Code Section; and

**WHEREAS**, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between September and December 2024); and

**WHEREAS**, pursuant to the provisions of Section 8.08.110, a hearing was held on February 6, 2025; and

**WHEREAS**, as a result thereof, the City of Pinole has incurred expenses for delinquent collection charges and administrative costs as enumerated in Exhibit "A"\*, which amounts remain unpaid.

**NOW THEREFORE BE IT RESOLVED** that pursuant to Section 8.08.110 of the Municipal Code of the City of Pinole, the City Council of the City of Pinole does hereby place a lien against said premises for the amounts as described above and as applicable to each specific premise identified as Exhibit "A" attached hereto and, by this reference, incorporated herein; and

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to record this resolution with the Office of the Recorder of Contra Costa County, California.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February 2025, by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 18<sup>th</sup> day of February 2025.

---

Heather Bell, CMC  
City Clerk

\* Exhibit A is not included as an attachment to this resolution that is posted on the City website or disseminated as part of the City Council Agenda Packet. The names of the individuals are confidential until the liens are recorded and become public record.



## **CITY COUNCIL REPORT**

**9.G.**

**DATE:** FEBRUARY 18, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Fiona Epps, Assistant to the City Manager, 510-724-9830, fepps@pinole.gov  
**SUBJECT:** PRECISION IT CONTRACT AMENDMENT

### **RECOMMENDATION**

It is recommended that the City Council adopt a resolution approving an amendment to the City's contract with Precision IT Consulting ("Precision") to extend the term to a month-to-month contract so that the City can continue to work with Precision during its transition to an internal IT Department. City staff also recommends amending the contract to update the fee schedule to Precision's current fees and update the scope of services to reflect a new mix of services that Precision is now providing.

### **BACKGROUND**

Since 2017, the City of Pinole has contracted with Precision for managed IT services, project management, and vendor management. In November 2019, the City Council approved a three year contract renewal with Precision for administration of the City's Information Technology system. In 2023, City Council approved a two year contract extension.

The current contract between the City and Precision is coming to the end of its term. City staff would like to amend the current contract to extend the term so that the City can continue to work with Precision during its transition to an internal IT Department. City staff also recommends amending the contract to update the fee schedule to Precision's current fees as well as update the scope of services to reflect a new mix of services that Precision is now providing.

In addition to providing routine monitoring and maintenance of the City's network and main software systems, Precision has completed a number of special projects for the City over the past two years, including replacement of the City Hall and Public Safety firewalls and back-up appliances, transition to the City's new phone system, strengthened cybersecurity measures, and the replacement of obsolete computers.

### **REVIEW AND ANALYSIS**

Under the proposed amendment, Precision will provide one on-site technician 40 hours a week to work on the day-to-day support requests and to proactively address maintenance tickets generated by City staff. Additionally, the onsite technician will continue to complete any small projects like deploying a new workstation, setup of any new mobile phones, setup of any new wireless access points, installation of software on a computer, and/or installation of a phone.

Precision will support the City by providing managed IT services throughout the course of our transition to an internal IT department. Additionally, Precision will ensure a comprehensive handoff of all functions previously managed by Precision IT to the internal City team and assist with infrastructure setup and validation so that the City's IT infrastructure can be managed independently. Staff estimates that Precision IT services will be required for the remainder of the Fiscal Year (FY) 2024-25, however, this estimated timeline could be shortened or prolonged depending on the progress of the transition to an internal IT department.

For larger projects that arise during the City's transition to an internal IT department, or projects with a set timeline, Precision has a dedicated team of Project Managers and project leads that will lead the planning, testing and implementation of the projects based upon detailed project plans. Quotes will continue to be provided to the City's management for approval and for budgeting purposes for any large projects.

Staff has been satisfied with the performance of Precision and is recommending approval of the month-to-month contract amendment.

Prior to the end of the term of the proposed amended agreement, City staff will evaluate the readiness of its own internal IT department to ensure a smooth and complete transition away from using Precision IT as a managed service provider.

### **FISCAL IMPACT**

The cost of the scope of work that Precision would perform under the contract amendment is \$34,000.00 per month, which is within the FY 2024/25 budget.

### **ATTACHMENTS**

- A. Resolution
- B. Precision IT and COP Consulting Services Agreement Amendment

**RESOLUTION NO. 2025-**

**RESOLUTION OF THE CITY OF PINOLE APPROVING A MONTH-TO-MONTH CONTRACT EXTENSION WITH PRECISION IT CONSULTING FOR ADMINISTRATION OF THE CITY'S INFORMATION TECHNOLOGY SYSTEM IN THE MONTHLY AMOUNT NOT TO EXCEED \$30,100.00.**

**WHEREAS**, since 2017, the City of Pinole has contracted with Precision IT Consulting ("Precision") for managed IT services, project management, and vendor management; and

**WHEREAS**, in November 2019, the City Council approved a three year contract renewal with Precision for administration of the City's Information Technology system; and

**WHEREAS**, in February 2023, the City Council approved a two year contract renewal with Precision for administration of the City's Information Technology system; and

**WHEREAS**, the current contract between the City and Precision is coming to the end of its term; and

**WHEREAS**, City staff would like to amend the current contract to extend the term so that the City can continue to work with Precision during its transition to an internal IT Department and City staff also recommends amending the contract to update the fee schedule to Precision's current fees as well as update the scope of services to reflect a new mix of services that Precision is now providing; and

**WHEREAS**, City staff has been satisfied with the performance of Precision;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Pinole City Council does hereby authorize the City Manager to execute a month-to-month contract extension with Precision IT Consulting attached as Exhibit 1 to administer the City's Information Technology System in a monthly amount not to exceed \$30,100.00

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on the 18th day of February 2025 by the following vote:

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

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this February 18, 2025.

---

Heather Bell, CMC



City Clerk

**AMENDMENT NO. 2 TO THE  
CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF PINOLE AND  
PRECISION IT CONSULTING**

This Amendment No. 2 to the Consulting Services Agreement dated February 19, 2025 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation ("City"), and Precision IT Consulting ("Consultant") (together sometimes referred to as "Parties"), is approved as of the date executed below.

**Effect of Amendment.** The terms and conditions of this Amendment are intended by the Parties to modify the Agreement, and any amendment thereafter. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

**Scope of Amendment**

This amendment shall replace Sections 3 and 5 and Exhibit B Fees of the original Agreement in their entirety with the following provisions:

**3. COMPENSATION**

CONSULTANT agrees to perform the Scope of Services delineated herein, and CITY agrees to make payments for work completed under the following terms:

**Fees and Invoices.** City hereby agrees to pay Consultant for the Scope of Services listed in the original Agreement, pursuant to the updated fee schedule attached hereto as Exhibit A, which is incorporated herein. Total compensation for work performed under this extended Agreement is **NOT TO EXCEED** thirty four thousand dollars (\$34,000.00) each month of the Agreement. **5. TERM OF AGREEMENT**

Unless otherwise agreed to in writing, the term of this Amendment shall begin on March 1, 2025, and shall continue on a month-to-month basis until terminated by either party on 30 days' written notice. Nothing in this provision shall prevent any Party from early termination pursuant to Section 18 of the Agreement.

**Attachments**

Exhibit A – FEE SCHEDULE  
Exhibit B – SCOPE OF WORK

With the exception of the foregoing, all other terms and conditions in the Consulting Services Agreement dated January 9th, 2020 remain in force and effect.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment to the Agreement as of the date signed by the City.

**CITY OF PINOLE**

**CONSULTANT**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Michael Williams, CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Eric S. Casher, City Attorney

Dated: \_\_\_\_\_

Attest

\_\_\_\_\_  
Heather Bell, City Clerk

Dated: \_\_\_\_\_

**EXHIBIT A  
FEE SCHEDULE**

| <b>Product/Service</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Rate</b>             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <p>Precision 360 Secure Support \$200 / user (118 users)</p> <ul style="list-style-type: none"> <li>• Enterprise Password Management</li> <li>• Security Awareness and Simulated Phishing.</li> <li>• 24/7/365 Threat Protection and Detection - Workstations/Servers</li> <li>• 24/7/365 Live Security and Monitoring via Security Operations Center</li> <li>• Local Device Encryption</li> <li>• Operating System and Third-Party Security Patch Management</li> <li>• Privileged Access Management (PAM)</li> <li>• Firewall Patching and Management</li> <li>• MFA for Email</li> <li>• MFA VPN Network Perimeter</li> <li>• Total Email Security and Back-up with AI PhishingBackup</li> </ul> <p><i>Monthly Pricing will fluctuate depending on client enduser counts. Current count of 118 is an estimate. As end users are on-boarded and off-boarded, this total end user count will change but shall not exceed 124 end users. Client will only be billed for active number of end users each month. City shall have no obligation to compensate Consultant for any non-active end user(s) in each month.</i></p> | <p>\$23,600 / month</p> |
| <p>Precision 360 Secure Support Onsite Services, one technician \$6,500 per technician</p> <ul style="list-style-type: none"> <li>• Includes: Project work handled by the regularly scheduled onsite technician and workstation implementations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>\$6,500 / month</p>  |
| <p>Monthly Total \$30,100.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |



| As needed / Out-of-scope project – based rates: |               |
|-------------------------------------------------|---------------|
| Product/Service                                 | Rate          |
| Product Procurement Services Fee                | 10% per order |
| Engineer Project Rate                           | \$250 / hour  |

## **EXHIBIT B SCOPE OF WORK**

### **Precision 360 Secure Support**

This Consulting Services Agreement describes what is included in our Precision 360 Secure Support Managed IT Services plan and the terms of service.

#### **STRATEGIC SERVICES**

The key starting points for our Managed IT Services plan are the strategic services we include and provide to each client. Precision IT Consulting utilizes several platforms to deliver these vital services that help make sure our clients are aligned with IT best practices and standards, and are prepared for future IT technology and security needs. These services allow us to be more proactive and reduces the amount of downtime our client's experience. For each of our clients, we assign a vCIO (Chief Information Officer) and a Technology Alignment Manager to deliver our strategic services.

#### **Regular Technology Reviews**

The first phase in our strategic services is our technology review audits. The technology review audits are customized audits that take a look at every aspect of our client's IT infrastructure. These audits will look at every area of our client's IT environments and make sure they adhere to our library of IT standards and best practices. Below is a screenshot of this reporting tool.

#### **Strategic Roadmap**

One of the results of the Technology Review is the development of a strategic road map that helps our clients plan their technology investments for budgeting purposes. This tool allows us to organize initiatives, recommendations, and budgets that are directly tied to findings from the technology review audit.

#### **Technology Lifecycle Planning**

We provide reporting on the age and warranty status for our client's networking, server, and workstation hardware. This reporting allows us to work with our clients to implement a technology life cycle program that reduces or eliminates the chance of any downtime due to outdated technology. We will also keep track of any software licensing so your organization stays in compliance.

#### **INFORMATION TECHNOLOGY SUPPORT SERVICES**

### **Unlimited Remote Support**

Your organization will have 24 x 7 access to unlimited remote support from our Support Desk team for all of your end-users. We will provide a service request ticketing system to create and track all IT related issues and projects, as well as provide any reporting metrics needed. End-users will be offered multiple ways to access the ticketing system via email, web, desktop icon, and phone. Additionally, your company will have full access to our web portal where you can review all tickets, projects, inventory, and employee contact lists.

### **Onsite Support**

If an issue cannot be resolved remotely, we will provide onsite support for any locations within the San Francisco Bay area. For any locations outside of the San Francisco Bay Area, we will utilize our nationwide partner network to provide onsite support at an hourly rate. Hourly rates for this service are based on the level of technician that is dispatched. We will request proper approvals prior to dispatching nationwide.

### **Proactive Monitoring**

For all workstations, networking equipment, and server hardware, we will deploy agents on your systems that will provide us with 24 x 7 monitoring, reporting, and alerting for any critical issues that may cause downtime or disruption.

### **Included Security Products**

IT Security is an extremely important part of the ongoing Managed IT Services we provide for our clients. It is a critical component to making sure we help reduce the amount of risk our clients face. Below are the following security services and technologies we provide as part of our Precision 360 Support package. This is not a complete list of services we offer, just what is included in the chosen package. We have many partners in all industries related to technology. If there are any terms or technologies you'd like to learn more about, perhaps something you don't see included in the list below, please discuss with your VCIO.

- Enterprise Password Management
- Security Awareness and Simulated Phishing
- 24/7/365 Threat Protection and Detection - Workstations/Servers
- 24/7/365 Live Security and Monitoring via Security Operations Center
- Local Device Encryption
- Operating System and Third-Party Security Patch Management
- Privileged Access Management
- Firewall Patching and Management
- MFA for Email
- MFA VPN Network Perimeter
- Total Email Security and Back-up with AI Phishing

## SERVICE LEVEL AGREEMENTS

We provide guaranteed responses with a Standard Service Level Agreement (SLA) based upon the urgency of the support request. Our goals for SLA are as follows:

| Severity | Criteria                                                                                                           | Response | Resolution Plan | Resolve** |
|----------|--------------------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|
| 1        | <b>*Entire Site is Down</b><br>(Network, Server, ISP)                                                              | 30 min   | 2 hrs.          | 24 hrs.   |
| 2        | <b>*Entire Group Affected</b><br>(Area of a building is down, critical group app is down)                          | 30 min   | 4 hrs.          | 24 hrs.   |
| 3        | <b>Affecting single user</b><br>(I cannot work)                                                                    | 30 min   | 6 hrs.          | 24 hrs.   |
| 4        | <b>Affecting Single User</b><br>(I can work around the issue)                                                      | 30 min   | 12 hrs.         | 48 hrs.   |
| 5        | <b>Request/Question</b><br>(User needs application installed; has question on how to perform a certain task, etc.) | 30 min   | 24 hrs.         | 48 hrs.   |

Our goals for the for meeting these SLA's include:

- 100% of the time for Severity 1 related service tickets
- 100% of the time for Severity 2 related service tickets
- 90% of the time for Severity 3 related service tickets
- 80% of the time for Severity 4 and 5 related service tickets

## VENDOR MANAGEMENT

Our services extend to managing your IT Related vendors, facilitating seamless interactions and issue resolution. Here is how we streamline this process:

*Vendor Authorization:* To manage vendors effectively on your behalf, they typically require us to have authorized access or be listed in their authorized call this. This step is crucial for us to intervene and address issues directly

*Liaison Role:* Once authorized, we act as a liaison between these vendors and your organization. This role includes coordinating with vendors to ensure efficient communication and problem-solving

*Issue Resolution:* We focus on resolving technology issues prompting aiming for clarity in determining the source of the issue. Our goal is to ensure that your technology concerns are addressed without burdening your staff with these tasks

## VOLUME DISCOUNTS ON HARDWARE & SOFTWARE

Our partnerships with several nationwide distributors enable us to assist in procuring both hardware and software. Here's an overview of our process and benefits:

*Procurement Assistance:* We can facilitate the acquisition of hardware and software, leveraging our distributor partnerships.

*Pricing and Fees:* We apply a 10% markup on all hardware quotes. This fee covers the time invested in research, stock verification, quoting, troubleshooting, and managing returns of faulty equipment.



*Discounts and Savings:* Due to our partnerships, we often receive priority bulk discounts, which we pass directly to our partners, ensuring cost-effective solutions. *Self-Purchase Assistance:* If you prefer to purchase independently, we're happy to provide technical specifications and guidance. However, we request that the products purchased align with our researched and recommended options for your project.

## **PROJECT SERVICES**

Our approach defines 'projects' as tasks that introduce new elements to the environment or require more than 4 hours to implement. While our monthly agreement covers the maintenance of existing systems, introducing new components typically falls under the category of a project. Requests that potentially qualify as projects will be escalated to the design desk team. This team is responsible for drafting a Statement of Work (SOW) and providing a formal quote before any project commencement.

### **Recurring Onsite Services**

As-needed on-site visits to repair and troubleshoot faulty technology are covered under the monthly agreement. Scheduled regular recurring on-site visits will be billed at our normal hourly technician or engineer rate.

## **Your Investment**

| Product Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Price Per User Per Month | Estimated User | Total Per Month |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|-----------------|
| Precision 360 Secure Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Precision 360 Secure Support</b> <ul style="list-style-type: none"> <li>• Enterprise Password Management</li> <li>• Security Awareness and Simulated Phishing.</li> <li>• 24/7/365 Threat Protection and Detection - Workstations/Servers</li> <li>• 24/7/365 Live Security and Monitoring via Security Operations Center</li> <li>• Local Device Encryption</li> <li>• Operating System and Third-Party Security Patch Management</li> <li>• Privileged Access Management (PAM)</li> <li>• Firewall Patching and Management</li> <li>• MFA for Email</li> <li>• MFA VPN Network Perimeter</li> <li>• Total Email Security and Back-up with AI Phishing</li> </ul> <p><i>Monthly Pricing will fluctuate depending on client end-user counts. Current count of 118 is an estimate. As end users are on-boarded and off-boarded, this total end user count will change. Client will only be billed for active number of end users.</i></p> | \$200.00                 | 118            | \$23,600.00     |
| Precision 360 Secure Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Onsite services, one technician</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$6,500.00               | 1              | \$6,500.00      |
| <b>Project Support</b><br><br>Project service rates would be applied to any services falling outside the parameters of the managed services agreement. All projects are quoted based on two different project rates, technician, and engineer: <ul style="list-style-type: none"> <li>• Our engineer rate is \$250 per hour for any server or network related project time</li> <li>• If an additional technician is required onsite for a project, the hourly rate is \$175</li> <li>• Workstation implementations will be billed at a rate of \$300 per new workstation</li> </ul> All projects are billed as "not to exceed" and only actual hours will be billed |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                |                 |
| Subtotal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                | \$30,100.00     |
| Subtotal:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                | \$30,100.00     |

## DESCRIPTION TOTAL PER MONTH

Precision 360 Secure Support \$23,600 / month

- Enterprise Password Management
- Security Awareness and Simulated Phishing
- 24/7/365 Threat Protection and Detection - Workstations/Servers
- 24/7/365 Live Security and Monitoring via Security Operations Center
- Local Device Encryption
- Operating System and Third-Party Security Patch Management
- Privileged Access Management
- Firewall Patching and Management

- MFA for Email
- MFA VPN Network Perimeter
- Total Email Security and Back-up with AI Phishing

Precision 360 Secure Support, one onsite technician \$6,500 / month

TOTAL PER MONTH **\$30,100 / month**

#### **Project Support**

For projects (New hardware (Servers, networking equipment & desktops/laptops) and software implementations), the rate will be \$250 per hour for any systems engineering (Servers and networking) support that requires additional resources outside the bandwidth of the two on-site technicians. All projects are billed as “not to exceed” and only actual hours will be billed.



## CITY COUNCIL REPORT

9.H.

**DATE:** FEBRUARY 18, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Faby Guillen, Capital Improvement/Environmental Program Manager ,  
fguillen@pinole.gov

**SUBJECT:** APPROVE DRAFT PIPELINE LICENSE AGREEMENT WITH BNSF RAILWAY  
COMPANY

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving a draft Pipeline License Agreement with BNSF Railway Company, (the "Agreement") to allow the City to work in the railroad right of way for installation of the work related to the Pinon Sanitary Sewer Rehabilitation Project Phase 2; and authorize the City Manager negotiate if necessary and sign the agreement, once finalized, in the total amount of \$89,800; and authorize the City Manager to approve necessary funds for BNSF required inspector and Roadway Worker In Charge (RWIC) for the duration of construction of this section of pipeline, in the amount not to exceed \$150,000.

### **BACKGROUND**

On June 4, 2024, City Council awarded the construction contract for the Pinon Trunk Sewer Capacity Phase 2 Project to K.J. Woods Construction, Inc.

In October 2024, staff issued a notice to proceed with construction of the Project to KJ Woods and the project broke ground shortly thereafter.

The Project includes the replacement of approximately 4,673 linear feet (LF) along Orleans Drive from Zoe Court west to the end, between Orleans Drive and Pinon Avenue, along Pinon Avenue, Roble Avenue, and San Pablo Avenue from Roble Avenue to east of Sunnyview Drive. The Project includes replacing existing and installing new sanitary sewer pipelines by open trench, replacing existing sanitary sewer pipelines by pipe bursting, installing new sanitary sewer casing by pilot tube guided auger bore, saw cutting, excavation, backfill, reconnecting laterals, manhole replacement, manhole and sewer pipe abandonment, asphalt concrete and Portland cement concrete restoration, CCTV inspection, traffic control, and bypass pumping.

The section of pipeline between Pinon Avenue and Orleans Court is directly located in BNSF right of way. The pipe will need to be installed via a guided auger bore under the train tracks. The Contractor is scheduled to complete this section of the work by April 2025.

Staff has been negotiating an agreement with BNSF for almost one year to try to reduce the licensing costs to access the BNSF right of way to do the sanitary sewer improvements. In



January 2025, BNSF accepted a City counteroffer to reduce the original amount of \$135,580 to \$89,800, a savings to the City of over \$45,000.

The Agreement will need to be updated by BNSF and resubmitted to the City for execution.

Once the Agreement is executed, BNSF will assign a project manager to work with KJ Woods and City staff to start construction on BNSF's right of way. This process is estimated to take a minimum of six weeks.

BNSF requires that a full-time inspector and a Roadway Worker In Charge (RWIC) be provided by BNSF and paid for by the City at the rates established by BNSF. The fee structure for these services is part of the Agreement.

The total project duration is 180 working days. The duration of the work associated with the railroad right of way is stipulated as 50 working days. Based on the 50-working-day duration, staff has calculated an estimated additional \$150,000 in project expenses, not included in this Agreement, associated with BNSF required Inspector and RWIC personnel.

## **REVIEW AND ANALYSIS**

In January 2025, the City finalized negotiations of the fee associated with BNSF Pipeline Licensing Agreement (Attachment B) in the amount of \$89,800 to allow the City to do work in the BNSF railroad right of way.

Based on a 50-working-day schedule for the pipeline segment in BNSF right of way, staff calculated the costs associated with required Inspector and RWIC services to be approximately \$150,000. Refer to table below for estimate and assumptions:

| Per Day up to 10 Hours                                       |                        | Number of days          | Amount   |            |
|--------------------------------------------------------------|------------------------|-------------------------|----------|------------|
| Inspector                                                    | \$1,400                | 50                      | \$70,000 |            |
| RWIC                                                         | \$1,400                | 50                      | \$70,000 |            |
|                                                              | Subtotal               |                         |          | \$ 140,000 |
|                                                              | Per hour over 10       | # of OT hours           | Amount   |            |
| Inspector                                                    | \$155                  | 25                      | \$3,875  |            |
| RWIC                                                         | \$155                  | 25                      | \$3,875  |            |
|                                                              | Subtotal               |                         |          | \$ 7,750   |
|                                                              | Mobilizations          | Estimated Mobilizations | Amount   |            |
| Inspector                                                    | \$400                  | 3                       | \$1,200  |            |
| RWIC                                                         | \$400                  | 3                       | \$1,200  |            |
|                                                              | Subtotal               |                         |          | \$ 2,400   |
|                                                              | Total Estimated Amount |                         |          | \$ 150,150 |
| Estimated totals based on Fee Structure (effective 4/1/2023) |                        |                         |          |            |
| Request rounded down to \$150K.                              |                        |                         |          |            |

## **FISCAL IMPACT**

These expenses were anticipated and included in the original budget for the project. Funds are available in the adopted CIP for the SS2401 Project.

**ATTACHMENTS**

- A. Resolution
- B. BNSF Agreement

**RESOLUTION NO. 2025 – xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, APPROVING PIPELINE LICENSE AGREEMENT WITH BNSF RAILROAD COMPANY FOR ACCESS TO BNSF RIGHT OF WAY FOR INSTALLATION OF ONE PIPELINE RELATE TO THE PINON SANITARY SEWER REHABILITATION PHASE 2, IN THE AMOUNT NOT TO EXCEED \$89,800. (CIP PROJECT NO.: SS2401). AND AUTHORIZING THE CITY MANAGER TO APPROVE REQUIRED BNSF INSPECTION AND MOBILIZATION SERVICES IN AN ESTIMATED AMOUNT NOT TO EXCEED \$150,000.**

**WHEREAS**, the City of Pinole (“City”) has adopted the FY 2023/24 through FY 2027/28 Capital Improvement Plan (CIP) which includes the Sanitary Sewer Rehabilitation Project (CIP Project # SS2401) as a funded project; and

**WHEREAS**, On June 4, 2024, City Council awarded the construction contract for the Pinon Trunk Sewer Capacity Phase 2 Project to K.J. Woods Construction, Inc.; and

**WHEREAS**, In October 2024, staff issued a notice to proceed with construction of the Project to KJ Woods and the project broke ground shortly thereafter; and

**WHEREAS**, the Project includes replacing existing and installing new sanitary sewer pipelines by open trench, replacing existing sanitary sewer pipelines by pipe bursting, installing new sanitary sewer casing by pilot tube guided auger bore, saw cutting, excavation, backfill, reconnecting laterals, manhole replacement, manhole and sewer pipe abandonment, asphalt concrete and Portland cement concrete restoration, CCTV inspection, traffic control, and bypass pumping; and

**WHEREAS**, the Project includes the replacement of approximately 4,673 linear feet (LF) along Orleans Drive from Zoe Court west to the end, between Orleans Drive and Pinon Avenue, along Pinon Avenue, Roble Avenue, and San Pablo Avenue from Roble Avenue to east of Sunnyview Drive; and

**WHEREAS**, the section of pipeline between Pinon Avenue and Orleans Court is directly located in BNSF right of way. The pipe will need to be installed via a guided auger bore under the train tracks.

**WHEREASE**, the Contractor is scheduled to complete this section of the work by April of 2025; and

**WHEREAS**, in January of 2025, BNSF accepted a City counteroffer for the Pipeline License Agreement amount of \$89,800; and

**WHEREAS**, BNSF requires that a full-time inspector and a Roadway Worker In Charge (RWIC) be provided by BNSF and paid for by the City. The fee structure for these services is part of the Agreement; and

**WHEREAS**, the CIP project budget estimate for the completion of the SS2401 Project (Phase 2 of the Pinon-1 Project) is a total of \$6,810,000, including professional services during construction, project administration including railway license and inspection fees, the construction contract, and contingency; and

**WHEREAS**, the current adopted Capital Improvement Plan budget has sufficient funds remaining in the SS2401 Project.

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

1. A Pipeline License Agreement with BNSF Railway Company in the amount not to exceed \$89,800 is approved.
2. The City Manager is authorized to execute a Pipeline License Agreement in an amount not to exceed \$89,800 for the Project in a form to be approved by the City Attorney.
3. The City Manager or her designee is authorized to issue any necessary payments to BNSF to provide required personnel such as an Inspector and Roadway Worker In Charge and related mobilization fees, for the duration of the project, in an amount not to exceed \$150,000.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 18<sup>th</sup> day of February 2025 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 18<sup>th</sup> day of February 2025.

---

Heather Bell  
City Clerk





Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB2  
Fort Worth, Texas 76131  
tel +1 817-352-2443

April 23, 2024

City of Pinole  
Attention: ~~Sanjay Mishra~~ Kelcey Young  
2131 Pear Street  
Pinole, CA 94564

24W-20009

Dear ~~Sanjay Mishra~~ Kelcey Young:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please review, execute, and return for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- Online payment made through the RP website in the amount of ~~\$135,580.00~~ payable to BNSF Railway Company which covers the contract fee. **\$89,800**

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$3165.00 with your payment.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website [www.BNSFcontractor.com](http://www.BNSFcontractor.com) prior to entering upon the premises. **The certification is good for one year**, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Sincerely,

*Heather Carlock*

Heather Carlock  
Permit Manager  
Attachment

**PIPELINE LICENSE**

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2024 (the "**Effective Date**") by and between **BSNF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF PINOLE**, a California municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

**GENERAL**

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), **one (1) pipeline, 24 inches** in diameter inside a 42 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Pinole, County of Contra Costa, State of California, Line Segment 7200, Mile Post 1182.00 as shown on the attached Drawing No. 90006, dated March 21, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry **sanitary sewer**, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. **Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.**
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

**COMPENSATION**

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of ~~One Hundred Thirty-Five Thousand Five Hundred Eighty and No/100 Dollars (\$135,580.00)~~ as compensation for the use of the Premises.
7. Costs and Expenses. **Eighty Nine Thousand Eight Hundred and No/100 Dollars (\$89,800)**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster Kevin Self, at Kevin.Self@BNSF.com or telephone (209) 460-6340, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

## 12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3<sup>rd</sup> parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,



however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensors concerning the existence and approximate location of Licensors' underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensors' Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensors will provide Licensee with the information Licensors has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensors' standard procedures. Licensors does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensors prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensors' reasonable opinion that granular material is present, Licensors may select a new location for Licensee's use, or may require Licensee to furnish for Licensors' review and approval, in Licensors' sole discretion, a remedial plan to deal with the granular material. Once Licensors has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensors.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
  - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
  - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensors' property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

## **LIABILITY AND INSURANCE**

### **13. Liability and Indemnification.**

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensors and Licensors' affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR**

**THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
  - Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
  - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
  - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
  - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all

of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensors.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensors as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensors and Licensee shall not perform any work or services of any kind under this agreement until Licensors has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$3165.00.

- ☐ Licensee may **elect** to participate in Licensors's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensors's Blanket Policy.

15.5 Intentionally Deleted

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensors for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensors for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader



coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

### **16. Compliance with Laws, Rules, and Regulations.**

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

### **17. Environmental.**

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as

defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 **"Environmental Law(s)"** shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et

seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

### **DISCLAIMER OF WARRANTIES**

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

### **LIENS AND TAXES**

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.**

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

### **DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.

- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

### **MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation



to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB2  
Fort Worth, TX 76131  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2650 Lou Menk Dr.  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: City of Pinole  
2131 Pear Street  
Pinole, CA 94564  
Attn: \_\_\_\_\_

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

By: \_\_\_\_\_

By:

Title:

**LICENSEE:**

**City of Pinole**, a California municipality

By: \_\_\_\_\_

By: - - -

Title:

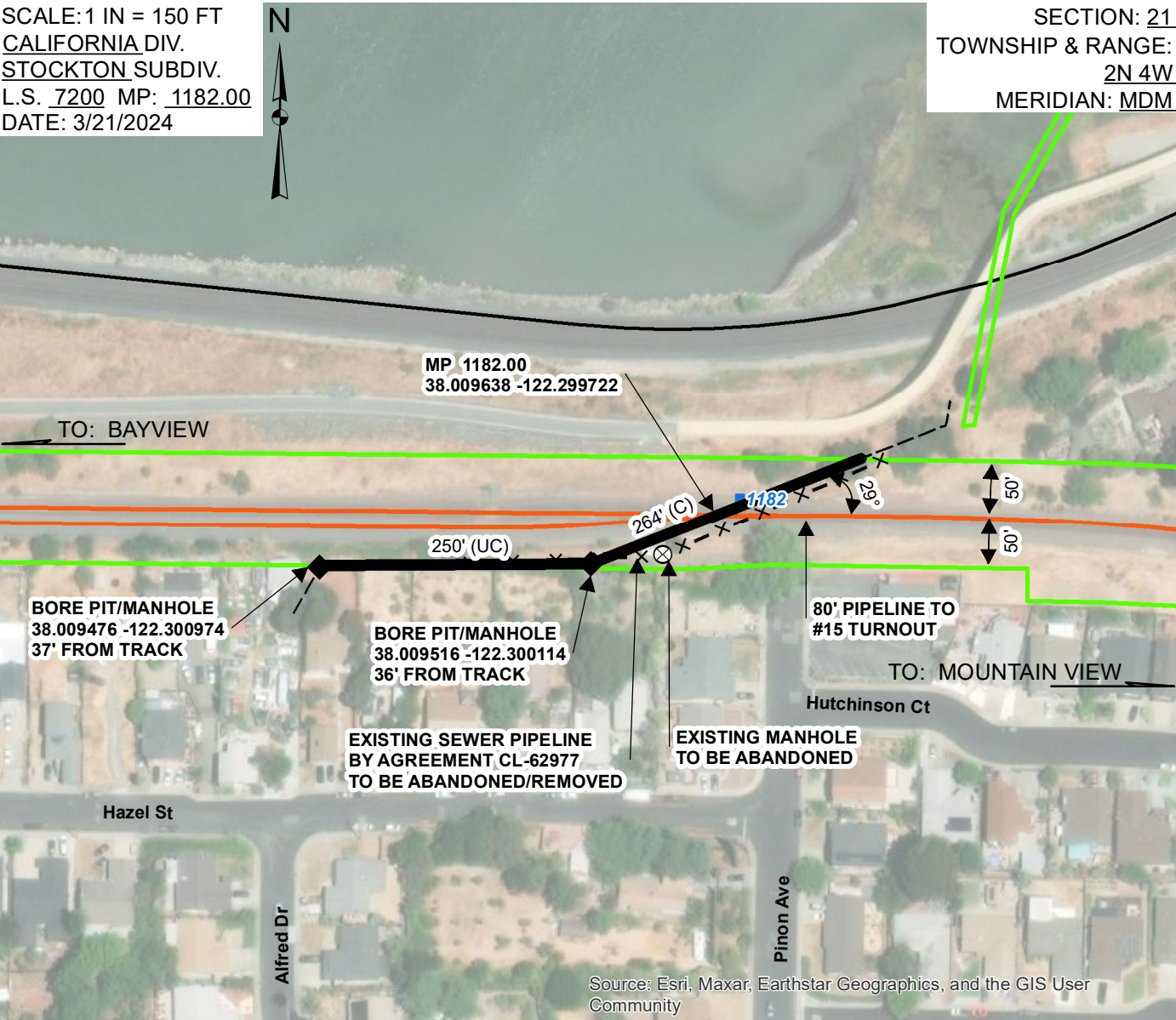
EXHIBIT "A"

SCALE: 1 IN = 150 FT  
CALIFORNIA DIV.  
STOCKTON SUBDIV.  
L.S. 7200 MP: 1182.00  
DATE: 3/21/2024



SECTION: 21  
TOWNSHIP & RANGE:  
2N 4W  
MERIDIAN: MDM

MAP REF. 507616



NOTE:  
PER UAP ANY ABANDONMENT PIPE  
REQUIRES TO BE FILLED WITH  
FLOWABLE GROUT.

DESCRIPTION OF PIPELINE  
PIPELINE SHOWN BOLD

|                         | CARRIER<br>PIPE | CASING<br>PIPE |                                     | CARRIER<br>PIPE | CASING<br>PIPE |
|-------------------------|-----------------|----------------|-------------------------------------|-----------------|----------------|
| SIZE:                   | 24"             | 42"            | LENGTH ON R/W:                      | 514'            | 264'           |
| CONTENTS:               | SANITARY SEWER  |                | WORKING PRESSURE:                   | -               |                |
| PIPE MATERIAL:          | HDPE            | STEEL          | BURY: BASE/RAIL TO TOP<br>OF CASING |                 | 8.25'          |
| SPECIFICATIONS / GRADE: | SDR17           | 35,000         | BURY: NATURAL GROUND                |                 | 6.5'           |
| WALL THICKNESS:         | 1.412"          | 0.656"         | BURY: ROADWAY DITCHES               |                 | 6.5'           |
| COATING:                | -               | FBE            | CATHODIC PROTECTION                 |                 | NO             |

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY, 250' CARRIER UNCASD (UC) TO BE INSTALLED VIA TRENCH

PINOLE  
COUNTY OF CONTRA COSTA

STATE OF CA

BTH



Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB2  
Fort Worth, TX 76131  
tel +1 817-352-2443

April 23, 2024

City of Pinole  
Attention: Sanjay Mishra  
2131 Pear Street  
Pinole, CA 94564

Re: Termination for license #CL62977

Dear ~~Sanjay Mishra~~: **Kelcey Young**:

This letter is in response to the pipeline that City of Pinole must decommission that runs under BNSF tracks near Pinole, Contra Costa County, California, around Line Segment 7200 near Mile Post 1182.00. This pipeline is hereby terminated effective \_\_\_\_\_, 2024.

The existing casing, shall be cut at least Thirty (30') feet from centerline of track at right angles to the track, capped and filled. The portion of the pipe that is on BNSF right of way shall be purged and capped within the zone of influence under the track with highly flowable controlled low-strength material (CLSM), lean cement pumped grout, or a combination of either sand and lean cement pumped grout or sand and highly flowable CLSM per BNSF Engineering Department. Clean soil will need to be placed in the void where the pipeline was removed to 95% compaction. BNSF accommodation manual must be followed for shoring of pipe being cut Thirty (30') feet from centerline of track. Accommodation Manual can be found on BNSF website at BNSF.com. Click on communities; Frequently Asked Questions; Permits/Real Estate; What are the specifications for installations on BNSF property; and then click on the pdf link.

Licensee shall notify Licensor's Roadmaster, at Kevin.Self@BNSF.com, telephone (209) 460-6340 at least ten (10) business days prior to removal of the Wireline and prior to entering the Premises to determine if flagging is required. You are also required to line locate all lines under the ground in the area of your digging at your expense. Also, before you can dig you must contact **BNSF DIG Hotline** at **1-800-533-2891** to locate all signal lines owned by BNSF.

Such termination shall not release any party hereto from any liability or obligation under the instrument(s) hereby terminated, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of said instrument(s) it is provided that anything shall or may be done after termination hereof.

Please acknowledge in the space provided below and return a copy to this office.

Should you have any questions relative to this matter, please contact me at (817) 352-2443.

Sincerely,

*Heather Carlock*

Heather Carlock  
Permit Manager

**ACKNOWLEDGE AND ACCEPT:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Cc: Kevin Self – BNSF Roadmaster – Kevin.Self@BNSF.com  
Melissa Martinez – BNSF Engineering – Melissa.Martinez@bnsf.com





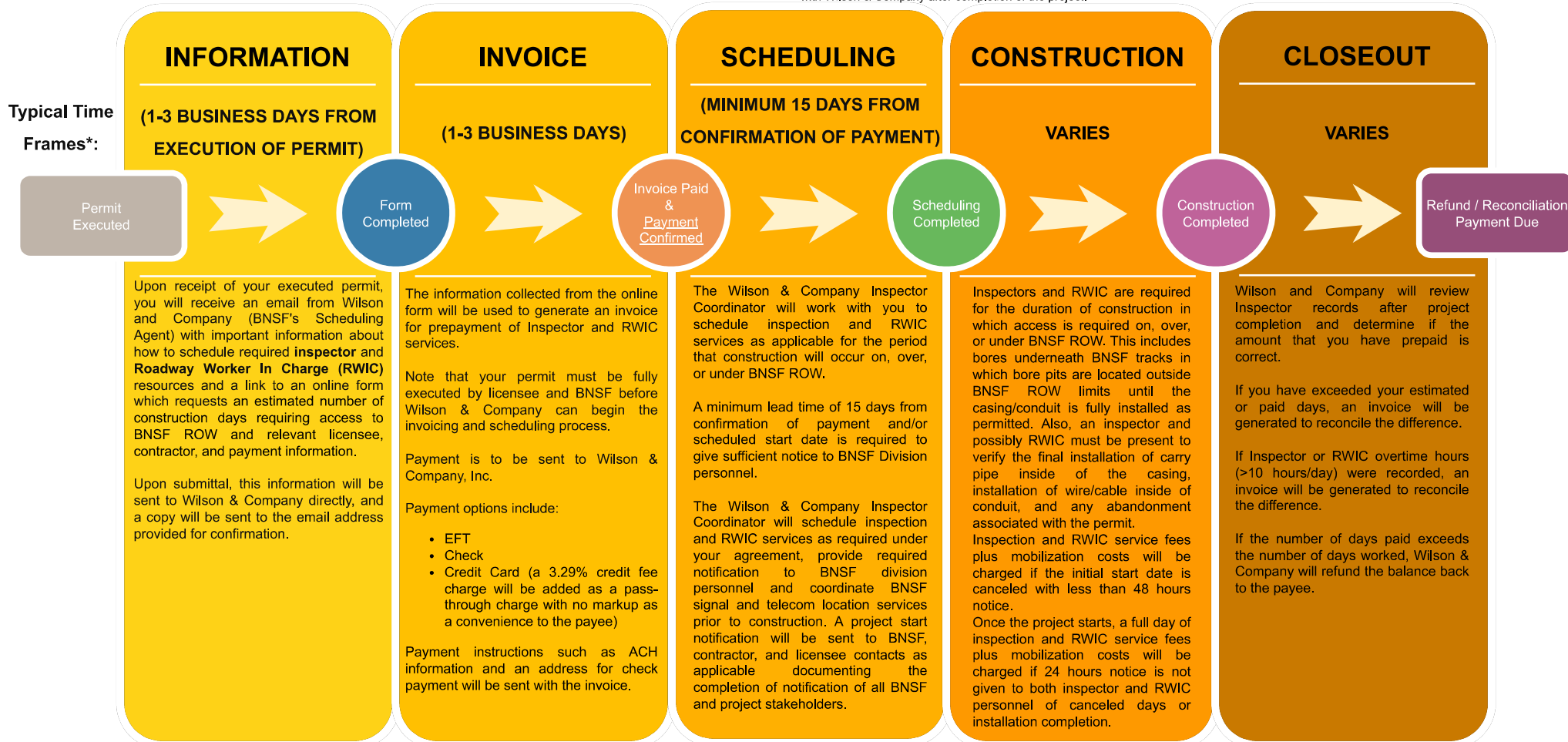
## Fee Structure (effective 4/1/2023)

|                  | Per Day up to 10 hours | Per hour over 10 | Mobilizations | Additional Mobilizations |
|------------------|------------------------|------------------|---------------|--------------------------|
| <b>Inspector</b> | <b>\$1,400</b>         | <b>\$155</b>     | <b>\$400</b>  | <b>\$400</b>             |
| <b>RWIC*</b>     | <b>\$1,400</b>         | <b>\$155</b>     | <b>0</b>      | <b>\$400</b>             |

\* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project, in the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

# BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



## CITY COUNCIL REPORT

12.A.

**DATE:** FEBRUARY 18, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** David Hanham, Planning Manager, 510-724-9842, dhanham@pinole.gov  
Keith Marks, Chief Building Official, 510-724-9016, kmarks@ci.pinole.ca.us  
Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov

**SUBJECT:** APPROVAL OF THE PINOLE ACCESSIBLE LIVING PROGRAM, OR "PAL PROGRAM" WHICH WILL PROVIDE EDUCATIONAL WORKSHOPS AND PERMIT FEE WAIVERS FOR QUALIFYING HOME MODIFICATIONS THAT IMPROVE ACCESSIBILITY, SAFETY, AND COMFORT FOR EXTREMELY LOW, VERY LOW, LOW, AND MODERATE-INCOME HOUSEHOLDS, AS WELL AS FOR SENIORS AND INDIVIDUALS WITH DISABILITIES (IMPLEMENTATION OF PROGRAM 9 OF THE HOUSING ELEMENT)

### **RECOMMENDATION**

Staff recommends that the City Council adopt the Resolution in Attachment A, approving the establishment of the Pinole Accessible Living Program, or "PAL Program" to provide educational workshops and permit fee waivers for qualifying home modifications that improve accessibility, safety, and comfort for extremely low, very low, low, and moderate-income households, as well as for seniors and individuals with disabilities and establishing a dedicated fund through the budget process to support permit fee waivers on a first-come, first-served basis, with a maximum waiver amount of \$2,500 per household per year to better assist homeowners in making necessary improvements.

### **BACKGROUND**

Housing Element Program 9 directs the City to "encourage and facilitate housing modifications that support extremely low, very low, low, and moderate-income households, as well as individuals with disabilities." A specific action to implement Program 9 directs the City to "develop a fee waiver program that would provide low or no-cost building permits to age-qualified, lower income households, and qualified special needs households to make improvements to their home for universal design. The fee waiver program will help reduce costs for qualifying special needs households to improve their homes. The City will develop a list of qualifying households and qualifying upgrades for the program. Eligible improvements may include plumbing, roofing, water damage, accessibility/mobility modifications, and improvements to make moving around inside and outside the home easier, such as stair lifts and hand rails."

A significant portion of Pinole's residents—35% of households—are seniors, many of whom have lived in their homes for decades and may need accessibility improvements to safely

remain in place. Additionally, 12% of the population has a disability, with 8.4% of adults experiencing ambulatory disabilities and 7.9% facing independent living challenges. Furthermore, 8.3% of households are classified as extremely low-income, making affordability a key consideration for home modifications.

Universal design principles play a crucial role in allowing residents to age in place, meaning they can remain in their homes safely and comfortably as they grow older or experience mobility changes. This program promotes modifications that enhance accessibility while also making homes more energy-efficient, which can reduce utility costs and improve overall quality of life.



Many universal design improvements do not require building permits. These include improvements such as as grab bars, smart lighting, or flooring changes. However, necessary structural modifications—including plumbing, electrical, and major accessibility upgrades—often require permitting, which can present a financial burden. The Pinole Accessible Living Program, or "PAL Program" aims to reduce these costs by offering permit fee waivers for qualifying improvements and increasing awareness through educational workshops.

## **REVIEW AND ANALYSIS**

The PAL Program will consist of two primary components: financial assistance through permit fee waivers and educational workshops on universal design and aging-in-place home modifications.

## Permit Fee Waiver Program

This program will help homeowners who need to make accessibility or safety-related modifications to their homes by covering the costs of required permits. Qualifying improvements include accessibility modifications like ramps, handrails, stair lifts, grab bars, and bathroom conversions, as well as safety and structural repairs such as roofing, termite damage repairs, electrical upgrades, and seismic upgrades. Energy efficiency improvements—such as wall and attic insulation, duct sealing, and window replacements—will also be covered, making homes more livable while reducing long-term energy costs.

### Example Permitting Fees

Permit fees for these modifications can be substantial, creating barriers for low-income homeowners who need to make their homes safer and more functional. Real-life examples from Pinole include:

- Bath remodel converting a tub to a walk-in shower: Project valuation of \$26,000 with a permit fee of \$1,154
- Foundation/seismic upgrade: Valued at \$4,400 with a permit fee of \$525
- Termite/Dry rot repair: Valued at \$15,000 with a permit fee of \$1,474
- Siding/Stucco repair: Valued at \$27,000 with a permit fee of \$1,110
- Electrical Panel Upgrade (100->200 amps): Permit fee of \$292
- Attic insulation: Valued at \$4,000 with a permit fee of \$480
- Wall insulation: Valued at \$6,325 with a permit fee of \$479
- Retrofit windows: Permit fee ranging between \$900-\$1,400
- Duct sealing: Permit fee of \$307





## Streamlined Application Process

To ensure accessibility and minimize administrative burden, applicants will be asked to self-certify their age, income eligibility, or disability status. Eligibility will be as follows:

### Eligibility Criteria:

Applicants may be homeowners or tenants with homeowner approval, and must meet at least one of the following criteria:

- Income Eligibility: Households classified as extremely low, very low, low, or moderate income, based on the most recent [State Income Limits for the Contra Costa Area Median Income \(AMI\)](#)
- Senior Households: Households with at least one member 65 years or older
- Individuals with Disabilities: Households that include one or more individuals with a disability, as defined under state or federal law, and require home modifications to support accessibility or independent living

Fee waivers will be granted on a first-come, first-served basis until the allocated funds are exhausted. This streamlined approach ensures that the program remains accessible while



reducing administrative barriers for applicants.

## Fee Waiver Availability

Fee waivers will be granted on a first-come, first-served basis until allocated funds are exhausted. Waivers will apply only to building permit fees associated with eligible improvements. A draft list of eligible improvements is provided in **Attachment B** and will be maintained by the Building Official. Recognizing that each home and household has unique needs, the Building Official reserves the discretion to approve additional improvements for fee waivers on a case-by-case basis, even if they are not explicitly listed in **Attachment B**.

### Example: Accessibility-Focused Home Remodel

The following example illustrates a homeowner remodeling their residence to improve accessibility. The project includes multiple components, some of which qualify for fee waivers under the program.

- Eligible for Fee Waiver:
  - Installing a stair lift (\$3,500 project value, \$250 permit fee)
  - Upgrading an electrical panel to support medical equipment (\$2,000 project value, \$315 permit fee)
  - Adding wall insulation for energy efficiency (\$479 permit fee)
  - Adding grab bars in a bathroom (\$500 project value, permit not required)
- Not Eligible for Fee Waiver:
  - Aesthetic upgrades such as repainting walls, replacing countertops, and installing decorative light fixtures
- Total Permit Fees Waived in Example: \$1,044

## Educational Workshops

The educational component of PAL Program is designed to empower residents with knowledge about universal design principles and accessible home modifications. Monthly workshops will address key topics, including simple and complex accessibility improvements, aging-in-place design strategies, and financial resources available for home upgrades. Workshops will be interactive and led by the Building Official, with occasional guest speakers such as occupational therapists, licensed contractors, housing and financial counselors, legal experts in disability rights and aging-in-place specialists. Sessions may include demonstrations, virtual walkthroughs of sample projects, and informational handouts. To increase accessibility, all workshops will be recorded and shared on PCTV and the City's website.

Universal design principles incorporated into these workshops will emphasize no-step entryways, single-story living, wide doorways and hallways, and additional floor space for mobility. These modifications create a safer, more inclusive environment, allowing residents to

navigate their homes with ease. For example, a doorway width of 32-36 inches allows wheelchair users to pass through comfortably, while hallways at least 36-42 inches wide provide easier movement between rooms. Removing unnecessary barriers makes homes adaptable not just for current residents, but for future occupants as well.

By providing information on both small, low-cost changes and more extensive renovations, the workshops will help homeowners make informed decisions about how to improve their homes for long-term comfort and safety. Each session will provide practical guidance, demonstrations, and resources to help homeowners implement improvements that enhance livability and support aging-in-place. A sample workshop schedule is provided below:

- Month 1: Foundations of Universal Design – An introduction to aging-in-place modifications and key accessibility principles.
- Month 2: Making Homes More Accessible – Step-by-step guidance on installing grab bars, ramps, and stair lifts.
- Month 3: Navigating the Permitting Process – Understanding when permits are required and how to apply for home accessibility upgrades.
- Month 4: Energy Efficiency for Comfort and Savings – Strategies for improving insulation, air sealing, and upgrading windows and HVAC systems.
- Month 5: Hiring and Working with Contractors – Best practices for finding reputable professionals, managing costs, and ensuring quality work.
- Month 6: Home Safety and Emergency Preparedness – Creating a safer home environment, including fire safety, emergency exits, and fall prevention.



## Next Steps

Upon Council approval of the resolution in **Attachment A**, staff will finalize program materials, outreach strategies, and workshop schedules. Funding for permit waivers will be incorporated into the upcoming budget cycle, and the program will launch within six months, with the first workshop scheduled thereafter.

As part of the City's commitment to transparency and program effectiveness, staff will prepare an Annual Report on the PAL Program. This report will provide a summary of key program outcomes, including:

- The number of households served, categorized by income level, senior status, and disability status.
- A breakdown of permit fee waivers issued, including the types of home modifications completed (e.g., accessibility improvements, energy efficiency upgrades, safety repairs).
- Financial analysis, including the total amount of permit fees waived and remaining fund balance.
- Community engagement efforts, such as attendance and feedback from educational workshops.
- Any challenges, program adjustments, or recommendations to improve the PAL Program's reach and impact.

The annual report will help guide future funding decisions, ensure the program meets its objectives, and support the City's ongoing efforts to promote housing accessibility and aging-in-place initiatives.

The PAL Program implements Housing Element Program 9 by promoting universal design, accessibility, and energy efficiency in residential housing. By educating residents and providing financial support, the program will help ensure that homes in Pinole remain safe, comfortable, and accessible for all. Staff recommends approval of the program and funding allocation during the FY25/26 budget adoption to ensure successful implementation in FY25/26.

### **FISCAL IMPACT**

To support the PAL Program, staff recommends establishing an initial fund of \$20,000, to be allocated through the FY25/26 budget process. Waivers will be granted on a first-come, first-served basis, with a maximum limit of \$2,500 per household per year to ensure equitable access.

### **ATTACHMENTS**

- A. Resolution
- B. Draft Pinole Accessible Living Program Eligible Home Modifications

## **RESOLUTION NO. XXXX**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE PINOLE ACCESSIBLE LIVING (PAL) PROGRAM TO PROVIDE EDUCATIONAL WORKSHOPS AND PERMIT FEE WAIVERS FOR QUALIFYING HOME MODIFICATIONS THAT IMPROVE ACCESSIBILITY, SAFETY, AND COMFORT FOR LOW- AND MODERATE-INCOME HOUSEHOLDS, SENIORS, AND INDIVIDUALS WITH DISABILITIES**

**WHEREAS**, the City of Pinole recognizes the need to support its residents, particularly extremely low, very low, low, and moderate-income households, seniors, and individuals with disabilities, in making necessary home modifications that enhance accessibility, safety, and overall quality of life; and; and

**WHEREAS**, Housing Element Program 9 of the City's General Plan directs the City to encourage and facilitate housing modifications that enable aging in place, improve accessibility, and enhance energy efficiency for qualifying households; and

**WHEREAS**, a significant portion of Pinole's population—35% of households—are seniors, and 12% of residents have a disability, many of whom require home modifications to continue living safely and independently; and

**WHEREAS**, the Pinole Accessible Living (PAL) Program will provide financial assistance in the form of permit fee waivers, with a maximum waiver amount of \$2,500 per household per year, to alleviate these burdens and promote safer, more accessible living conditions; and

**WHEREAS**, the PAL Program will also provide educational workshops led by the City's Building Official and industry experts to empower residents with knowledge of universal design, accessibility improvements, energy efficiency strategies, and available financial resources; and

**WHEREAS**, the City will establish a dedicated fund to support permit fee waivers on a first-come, first-served basis, with an initial allocation of \$20,000 through the FY25/26 budget process to ensure equitable access to the program; and

**WHEREAS**, the City Council finds that the PAL Program serves the public interest by promoting equity in housing, fostering community well-being, and ensuring that residents of all income levels can make their homes safer and more accessible.

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

**SECTION 1:** Approves the establishment and implementation of the Pinole Accessible Living (PAL) Program.

**SECTION 2:** Authorizes City staff to administer the PAL Program, including processing permit fee waivers, managing program funds, and conducting educational workshops.

**SECTION 3:** Directs the City Manager to incorporate funding for permit fee waivers into the FY25/26 budget process, with an initial allocation of \$20,000.

**SECTION 4:** Delegates authority to the Building Official to approve permit fee waivers on a case-by-case basis, as outlined in the PAL Program guidelines.

**SECTION 5:** Authorizes the City to conduct outreach and engagement efforts to inform eligible residents about the program.

**SECTION 6:** Requires an annual report from City staff on the effectiveness and impact of the PAL Program, including the number of participants, types of modifications funded, and program expenditures.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on the 18<sup>th</sup> day of February 2025., 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 18<sup>th</sup> day of February 2025.

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Heather Bell, CMC  
City Clerk



# DRAFT

# Pinole's Accessible Living (PAL) Program – Eligible Home Modifications

## Overview

The Pinole Accessible Living (PAL) Program provides permit fee waivers to eligible applicants for qualified home modifications that enhance accessibility, safety, and energy efficiency. The City of Pinole recognizes that each home and household has unique needs, and reserves the right to make case-by-case determinations regarding eligibility for fee waivers.

## Eligible Applicants

Applicants may be homeowners or tenants with homeowner approval, and must meet at least one of the following criteria:

- ❑ Income Eligibility: Households classified as extremely low, very low, low, or moderate income, based on the most recent State Income Limits for the Contra Costa Area Median Income (AMI)
- ❑ Senior Households: Households with at least one member 65 years or older
- ❑ Individuals with Disabilities: Households that include one or more individuals with a disability, as defined under state or federal law, and require home modifications to support accessibility or independent living

Applicants will be required to self-certify that they meet eligibility requirements. Fee waivers will be granted on a first-come, first-served basis until the allocated funds are exhausted.

## Eligible Home Modifications

To qualify for a permit fee waiver, a project must meet one or more of the following categories:

### 1. Accessibility Improvements

These modifications assist individuals with disabilities, seniors, and mobility-impaired residents in safely navigating their homes.

#### ✓ Exterior Accessibility

- Installation of ramps and no-step entryways.
- Widening of doorways (minimum width: 32 inches) and hallways (minimum width: 36 inches).
- Lever-style door handles for ease of use.
- Automatic or remote-controlled door openers.
- Modifications to allow wheelchair or walker access.

#### ✓ Interior Accessibility

- Installation of grab bars in bathrooms, hallways, and bedrooms.
- Walk-in or roll-in showers with non-slip flooring.
- Lowering or raising kitchen and bathroom countertops for accessibility.
- Stair lifts or home elevators for multi-story residences.
- Removal of barriers that impede mobility (e.g., step-down living rooms).

### ✓ **Smart Home & Assistive Technology**

- Voice-activated or motion-sensor lighting and appliances.
- Smart thermostats with accessibility features.
- Emergency alert systems (e.g., fall detection and medical alert buttons).

## 2. Safety & Structural Repairs

These improvements reduce hazards and enhance overall home stability.

### ✓ **Structural Reinforcement**

- Foundation reinforcement or seismic retrofitting.
- Termite/dry rot damage repair.
- Roof repairs or replacements to prevent leaks or collapse.
- Reinforcement of stairs, decks, and porches for structural integrity.

### ✓ **Electrical & Fire Safety**

- Electrical panel upgrades to support medical or mobility equipment.
- Replacement of outdated or unsafe wiring.
- Hardwired smoke and carbon monoxide detectors.
- Installation of fire sprinklers or suppression systems.
- Generator installation for backup power (medical necessity only).

### ✓ **Plumbing & Water Safety**

- Replacement of lead or galvanized pipes with modern materials.
- Installation of anti-scald devices in showers and sinks.
- Sewer lateral replacements (as required by code compliance).
- Water heater replacements, particularly for energy-efficient or tankless models.

## 3. Energy Efficiency Upgrades

These modifications improve a home's energy performance, reducing costs and increasing comfort.

### ✓ **Insulation & Air Sealing**

- Attic, wall, and crawlspace insulation upgrades.
- Air sealing of doors, windows, and ducts.
- Weather stripping to improve indoor air control.

### ✓ **Windows & Doors**

- Installation of energy-efficient double-pane or low-E windows.
- Retrofit doors with enhanced insulation and accessibility features.

### ✓ **Heating, Ventilation, and Cooling (HVAC) Improvements**

- Replacement of inefficient or failing HVAC systems.
- Duct sealing and replacement to enhance air circulation.
- Smart thermostats for improved temperature regulation.

### ✓ **Water & Appliance Efficiency**

- Low-flow toilets and water-saving faucets.
- ENERGY STAR-rated appliance installations (where building permits apply).

## Non-Eligible Modifications

Some improvements do not qualify for permit fee waivers under the PAL Program. **These include but are not limited to:**

- ✗ Cosmetic improvements (e.g., painting, wallpapering, flooring replacement).
- ✗ Non-permitted work (e.g., standalone appliance installations, minor repairs).
- ✗ Landscaping or exterior aesthetic modifications.
- ✗ Pools, hot tubs, or outdoor recreational features.
- ✗ New home additions or expansions that are not accessibility-related.

## Case-by-Case Review

The City of Pinole understands that certain modifications may not fit neatly into one category. If an applicant believes their project serves an essential safety, accessibility, or energy-efficiency function, they may request a case-by-case determination. The City will evaluate such requests based on the project's necessity, impact, and compliance with local building codes.

For more information or to request a determination, please contact the City of Pinole Building Division.

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